I. CALL TO ORDER

II. BOARD OF DIRECTORS CONSENT CALENDAR

1. Approve the minutes of the August 3, 2017 meeting of the SCPA Board of Directors.

III. BOARD OF DIRECTORS REGULAR CALENDAR

2. Receive Operations Update and provide direction as appropriate.

3. Receive State Legislative and Regulatory Updates and provide direction as appropriate.

4. Approve Chief Executive Officer Goals for 2017/18.

5. Approve amendment to contract between Center for Sustainable Energy (CSE) and Sonoma Clean Power (Drive EverGreen Phase II)

6. Approve contract with Center for Sustainable Energy (CSE) for administration and technical support of the Multi-family Clean Charge Program

IV. BOARD MEMBER ANNOUNCEMENTS

V. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA

(Comments are restricted to matters within the Board jurisdiction. Please be brief and limit comments to three minutes.)

VI. ADJOURN

DISABLED ACCOMMODATION: If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact the Clerk of the Board at (707) 978-3467, as soon as possible to ensure arrangements for accommodation.
I. CALL TO ORDER

The meeting was called to order at 8:44 a.m. by Chair Okrepkie and Board members went directly into closed session.

Present: Chair Okrepkie, Vice Chair Hamburg, Directors Peters, Bagby, Belforte, Harrington, Gore, Landman, Slayter and Kearney.

Staff: Chief Executive Officer Geof Syphers, General Counsel Steve Shupe, Internal Operations Manager Stephanie Reynolds

II. BOARD OF DIRECTORS CLOSED SESSION CALENDAR

1. The Board of Directors of the Sonoma Clean Power Authority will consider the following in closed session: Public Employee Performance Evaluation – Chief Executive Officer (Gov’t Code Section 54957); Public Employee Labor Negotiations – Chief Executive Officer Position. Authority negotiators: Chair, Bruce Okrepkie; Vice-Chair, Dan Hamburg; General Counsel, Steve Shupe (Govt. Code Section 54957.6)

The Board of Directors returned from Closed Session at 9:33a.m. General Counsel Steve Shupe reported out that the Board voted unanimously to authorize a 3% salary increase for Chief Executive Officer Geof Syphers based on his performance and meeting specific goals that were set by the Board. Counsel Shupe stated the Board directed CEO Syphers to return to the Board with future goals as part of the Regular Calendar in October.

III. BOARD OF DIRECTORS CONSENT CALENDAR

2. Approve the minutes of the July 6, 2017 meeting of the SCPA Board of Directors.

Public Comment: None

Motion to approve the July 6, 2017 minutes by Director Belforte
Second Director Kearney
Motion approved: 10-0-0
IV. BOARD OF DIRECTORS REGULAR CALENDAR

3. Presentation by Sonoma County Transportation Authority/Regional Climate Protection Authority on Shift Sonoma County, a Low Carbon Transportation Action Plan

Suzanne Smith, Executive Director of Sonoma County Regional Climate Protection Authority presented the Shift Sonoma County program, which utilizes shared bicycles.

Public Comment:
Dick Dowd asked about adjusting and flexibility for weather patterns. Bob Williamson stated that it would be helpful when discussing overall goals and transportation to segment this into Sonoma and Mendocino Counties as well as tourism and residents. He asked about the possibility of areas with free shuttles. George Beeler stated that experimentation is very important.

4. Receive Operations Update and provide direction as appropriate.

Internal Operations Manager Stephanie Reynolds stated that Mendocino outreach continues. She introduced new employee CB Hall, Compliance Analyst. She stated Drive EverGreen Phase II will launch on August 8th and run through October 31st. She stated that SCP has the preliminary financial statements for June with a more detailed report coming at the next Board meeting.

Public Comment:
Bill Mattinson asked about the California EV rebate and its funds.

Project Specialist Nelson Lomeli stated that the State rebate has run out of most of the funding for this fiscal year and there is a waitlist with expectations of the State to authorize the funding for next year. He stated the rebate to low-income customers is still being offered.

5. Receive State Legislative and Regulatory Updates and provide direction as appropriate.

Kate Brandenburg updated the Board on various Senate Bills and legislative activity.

Director Landman asked staff to begin a legislative platform and that a system is needed to allow staff flexibility on urgent items. CEO Syphers stated a platform is in development.

Public Comment:
None
6. Appoint ad hoc committee to review applications, interview and recommend potential members for upcoming vacancies on the Community Advisory Committee

Internal Operations Manager Stephanie Reynolds informed the Board on past recruitment processes for committee appointments. She asked for direction from the Board and stated staff would like an ad hoc committee formed by the Board to review the applicants and make a recommendation to the Board. Chair Okrepkie, Vice Chair Hamburg, Directors Harrington and Kearney offered to be on the ad hoc committee.

Public Comment:
None

Motion by Director Landman to approve the ad hoc committee for reviewing and recommending candidates for upcoming vacancies on the Community Advisory Committee (Chair Okrepkie, Vice Chair Hamburg, Directors Harrington and Kearney)
Second: Director Belforte
Motion approved: 10-0-0

7. Approve Amended Agreement with Calpine

Director Landman recused himself from the meeting due to a potential conflict of interest with this Item.

Director of Customer Service Erica Torgerson updated the Board on the proposed Second Addendum for Data Manager Services.

Public Comment:
None

Motion to approve second amended agreement with Calpine by Director Kearney
Second: Director Belforte
Motion approved: 9-0-0

Director Landman returned to the meeting.

8. Approve Conflict of Interest Code Amendment

General Counsel Steve Shupe updated the Board on the Amendment of the Sonoma Clean Power Authority Conflict of Interest Code. He stated the main changes are that the Board and CEO will be required to disclose the same interests as so-called “Section 87200” filers.
Public Comment:
Ken Wells asked if there are any changes to the Community Advisory Committee regarding the Conflict of Interest Code.

Counsel Shupe stated there are changes, such as economic interest in entities, that might be affected by programs.

Motion to approve the amendment of Sonoma Clean Power Authority Conflict of Interest Code by Director Landman
Second: Director Kearney
Motion approved: 10-0-0

9. Approve incentives to Transportation Network Company drivers who use electric vehicles.

CEO Syphers updated the Board on Transportation Network Company (TNC) driver incentives. He stated that staff are proposing to provide a small incentive to TNC drivers who provide ride services using EVs.

Director Harrington asked how this incentive would work and what is being incentivized. CEO Syphers stated the incentive would go to TNC drivers who drive passengers in electric vehicles.

Director Belforte asked about including taxi companies. CEO Syphers stated they are not included in the program yet because there are only two TNCs and their market share is growing and dozens of taxi companies and their market share is declining, but that outreach to taxi companies should be considered later if this first experiment is successful.

Public Comment:
Dick Dowd stated that he thinks the funding of this program could be higher but wants to be sure SCP is not liable for accidents.
Bob Williamson stated he is hopeful there will be a calculation about reducing CO₂.
Paul Brophy stated that he generally is more on the operations side than the programs side. He asked how the 100 drivers are selected and what is the gaming potential for this. He stated he does support the program and asked if the $240k was included in the budget.

CEO Syphers stated this funding would come from the existing allocated program budget.

George Beeler stated he agrees Uber drivers are not especially treated well and most taxis have better insurance and hope they are considered. He stated he would like to see the CO₂ measured per mile.
Ken Wells stated he would like to see other kinds of incentives.
CEO Syphers stated that SCP is trying to steer this program towards people who are primarily using their car as a TNC car. He stated the feedback and getting metrics on GHGs is something we can and will do.

Motion to approve incentives to Transportation Network Company drivers who use electric vehicles by Director Kearney
Second: Director Gore
Motion approved: 10-0-0

V. BOARD MEMBER ANNOUNCEMENTS

Chair Okrepkie stated a contract and lease agreement for floating solar was approved last night in Windsor.

Director Gore mentioned the upcoming Sonoma County Fair.

VI. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA

None

VII. ADJOURN (11:35a.m.)

Respectfully submitted,

Braiden Gugel
Executive Assistant
Staff Report – Item 02

To: Sonoma Clean Power Authority Board of Directors
From: Stephanie Reynolds, Internal Operations Manager
Issue: Operations Report
Date: October 5, 2017

- Community Advisory Committee recruitment open
- Drive EverGreen sales update
- SCP Groundbreaking on ProFIT solar site
- Annual California Power Source Disclosure mailer sent
- EverGreen gaining numbers

COMMUNITY ADVISORY COMMITTEE (CAC) RECRUITMENT

At the August Board meeting, an ad hoc committee was formed to review applicants for the upcoming CAC openings and make a recommendation to the Board. The ad hoc committee consists of Chair Okrepkie, Vice Chair Hamburg, Director Kearney, and Director Harrington. The recruitment process has begun with email blasts, web postings, print and online ads for the openings, along with grassroots recruiting. The timeline for the recruitment is:

- September 18, 2017 Committee openings posted and applications accepted.
- October 13, 2017 Deadline for accepting applications.
- November 2, 2017 Board of Directors receives recommendation and votes to accept nominations.
- December 1, 2017 swearing in of new CAC members

DRIVE EVERGREEN PROGRAM UPDATE

As of September 25th, the Drive EverGreen program has helped put over 205 electric vehicles on the roads. The sales and leases are moving at a faster pace than the pilot program in 2016. About 25% of the certificates redeemed are for CARE/FERA
customers. The program continues through the month of October, and staff are asking for help getting the message out that we are now in the final month.

**SCP LOCAL SOLAR GROUNDBREAKING EVENT**

On August 31st, SCP broke ground on its first ProFIT project in Petaluma. This site is a former dairy farm west of the City of Petaluma in an unincorporated area. The project will eventually generate 2 megawatts (enough for 600 homes), and will serve EverGreen customers. This project is a win-win-win, because it benefits the landowner with a land lease, generates local jobs, and provides a local, renewable, reasonably-priced source for SCP EverGreen customers. The project also makes it possible to adjust the mix of energy for EverGreen customers to 50% geothermal and 50% solar, a high-value mix that comes close to matching real-time energy needs and provides clean power both day and night.

**ANNUAL POWER SOURCE DISCLOSURE MAILER**

SCP completed the annual mailing of the Power Content Label to all of our active customers (and customers who took service from SCP in 2016) during the weeks of August 21-28th. Power Content Label reporting is administered by the California Energy Commission (CEC) to help inform consumers on their energy choices. The mailer shows that SCP has increased our percentage of renewable sources in our CleanStart portfolio from 36% in 2015 to 42% in 2016. A recommendation from the CAC was to include a side note on the 2018 mailer that rooftop solar is not included on the label as part of our mix, as the format of the label is dictated by the CEC.
NET GAIN IN EVERGREEN CUSTOMERS

Since kicking off SCP EverGreen marketing campaign, SCP has seen a significant increase in numbers of EverGreen customers. Since January, SCP has seen 531 new sign ups (a near even split between Sonoma and Mendocino counties). The number of EverGreen customers is now up to 1,585. Some likely contributors to the net increase include a more targeted focus on marketing EverGreen, including print and digital ads (particularly for the ag/commercial audience), a quarterly letter and email, integration in the Drive EverGreen program and a dedicated EverGreen Facebook page (833 likes, 840 followers in mid-September).

MONTHLY COMPILED FINANCIAL STATEMENTS

JUNE:

Sonoma Clean Power continued to add to a strong net position in June, the final month of the 2016/17 fiscal year. Average customer rates have been reduced as of the beginning of the fiscal year, as SCP intends to keep rates attractive compared to those of PG&E. The summer rate season continues to be in effect in June, a period where aggregate rates are greater than in the winter season. The year-to-date
growth in net position is above projections due primarily to lower than anticipated energy costs. Year-to-date operating revenues reached 163,809,000.

Electricity sales (as reported on the Statement of Revenues, Expenses and Changes in Net Assets) is being offset by our estimate of uncollectible accounts, which is currently set at approximately 0.5% of electricity sales. Note that the accounts receivable line on the Statement of Net Position is presented net of allowance for uncollectibles.

SCP continues to procure electricity from multiple sources. Included in these purchases is energy that is being re-sold to other resellers. Net position increased to a positive $61,606,000, which indicates healthy growth as SCP continues to make progress towards its reserve goals. Of this net position, approximately $19,965,000 and $3,523,000 is considered set aside for operating and project reserves, respectively. It is anticipated that the annual outside audit will be completed in October and FY 16/17 year end data presented at the November 2, 2017 Board of Directors meeting.

**JULY:**

Sonoma Clean Power continued to add to a strong net position in July, the first month of the 2017/18 fiscal year. The summer rate season continues to be in effect in July, a period where aggregate rates are greater than in the winter season. Year-to-date operating revenues reached 17,699,000.

**BUDGETARY COMPARISON SCHEDULE**

**JUNE:**

The accompanying budgetary comparison includes the 2016/17 budget amendment approved by the Board of Directors in December 2016.

The budget is formatted to make comparisons for both the annual and the year-to-date perspective. The first column, 2016/17 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 exceeded year-to-date budget by approximately 5%.

The cost of electricity is around 99% of budget-to-date, mostly due to fluctuating market cost of energy on open position purchases.
Major operating categories of Data Management fees and PG&E Service fees, which are tied to the customer account totals, are closely aligned to the annual budgeted amount.

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

**JULY:**

The accompanying budgetary comparison includes the 2017/18 budget approved by the Board of Directors in May 2017.

Revenue from electricity sales to customers exceeded year-to-date budget by approximately 5%.

The cost of electricity is around 106% of budget-to-date, mostly due to fluctuating market cost of energy on open position purchases, and because SCP budgets for the majority of NetGreen costs in the first month of the fiscal year rather than spread evenly. The cost of electricity should move closer to 100% of forecast over the following several months.
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 June 30, 2017, 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 SCP.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the special purpose budgetary comparison statement, they might influence the user’s conclusions about the Authority’s results of operations. Accordingly, this special purpose budgetary comparison statement is 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
July 27, 2017
### REVENUE AND OTHER SOURCES:

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>**Revenue - Electricity (net of allowance) ***</td>
<td>$147,824,136</td>
<td>$154,784,592</td>
<td>$6,960,456</td>
<td>105%</td>
<td>$147,824,136</td>
<td>($6,960,456)</td>
</tr>
<tr>
<td><strong>Revenue - Evergreen Premium (net of allowance)</strong></td>
<td>196,000</td>
<td>237,870</td>
<td>41,870</td>
<td>121%</td>
<td>196,000</td>
<td>(41,870)</td>
</tr>
<tr>
<td>**Revenue - Electricity sales for resale **</td>
<td>8,792,000</td>
<td>8,417,669</td>
<td>(374,331)</td>
<td>96%</td>
<td>8,792,000</td>
<td>374,331</td>
</tr>
<tr>
<td><strong>Revenue - Interest income</strong></td>
<td>151,000</td>
<td>225,765</td>
<td>74,765</td>
<td>-</td>
<td>151,000</td>
<td>(74,765)</td>
</tr>
<tr>
<td><strong>Revenue - Liquidated damages</strong></td>
<td>368,441</td>
<td>368,441</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(368,441)</td>
</tr>
<tr>
<td><strong>Total revenue and other sources</strong></td>
<td>156,963,136</td>
<td>164,034,337</td>
<td>7,071,201</td>
<td>105%</td>
<td>156,963,136</td>
<td>(7,071,201)</td>
</tr>
</tbody>
</table>

### EXPENDITURES AND OTHER USES:

<table>
<thead>
<tr>
<th>Category</th>
<th>2016/17 YTD</th>
<th>2016/17 YTD</th>
<th>Variance (Under) Over</th>
<th>2016/17 %</th>
<th>2016/17 Amended Budget</th>
<th>Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of energy and scheduling</td>
<td>133,748,000</td>
<td>132,553,061</td>
<td>(1,194,939)</td>
<td>99%</td>
<td>133,748,000</td>
<td>1,194,939</td>
</tr>
<tr>
<td>Data management</td>
<td>2,902,250</td>
<td>2,858,418</td>
<td>(43,832)</td>
<td>98%</td>
<td>2,902,250</td>
<td>43,832</td>
</tr>
<tr>
<td>Service fees- PG&amp;E</td>
<td>1,076,800</td>
<td>1,048,046</td>
<td>(28,754)</td>
<td>97%</td>
<td>1,076,800</td>
<td>28,754</td>
</tr>
<tr>
<td>Personnel</td>
<td>2,736,000</td>
<td>2,614,327</td>
<td>(121,673)</td>
<td>96%</td>
<td>2,736,000</td>
<td>121,673</td>
</tr>
<tr>
<td>Outreach and communications</td>
<td>737,000</td>
<td>654,031</td>
<td>(82,969)</td>
<td>89%</td>
<td>737,000</td>
<td>82,969</td>
</tr>
<tr>
<td>Required noticing</td>
<td>474,000</td>
<td>215,816</td>
<td>(258,184)</td>
<td>46%</td>
<td>474,000</td>
<td>258,184</td>
</tr>
<tr>
<td>Legal</td>
<td>395,000</td>
<td>295,300</td>
<td>(99,700)</td>
<td>75%</td>
<td>395,000</td>
<td>99,700</td>
</tr>
<tr>
<td>Accounting and auditing</td>
<td>185,000</td>
<td>135,097</td>
<td>(49,903)</td>
<td>73%</td>
<td>185,000</td>
<td>49,903</td>
</tr>
<tr>
<td>Technical consultants</td>
<td>445,000</td>
<td>87,503</td>
<td>(357,497)</td>
<td>20%</td>
<td>445,000</td>
<td>357,497</td>
</tr>
<tr>
<td>Legislative consultants</td>
<td>275,000</td>
<td>90,250</td>
<td>(184,750)</td>
<td>33%</td>
<td>275,000</td>
<td>184,750</td>
</tr>
<tr>
<td>Other consultants</td>
<td>385,000</td>
<td>243,387</td>
<td>(141,613)</td>
<td>63%</td>
<td>385,000</td>
<td>141,613</td>
</tr>
<tr>
<td>Program implementation and development</td>
<td>3,500,000</td>
<td>1,671,160</td>
<td>(1,828,840)</td>
<td>48%</td>
<td>3,500,000</td>
<td>1,828,840</td>
</tr>
<tr>
<td>General and administration</td>
<td>460,000</td>
<td>393,224</td>
<td>(66,776)</td>
<td>85%</td>
<td>460,000</td>
<td>66,776</td>
</tr>
<tr>
<td><strong>Total current expenditures</strong></td>
<td>147,319,050</td>
<td>142,859,620</td>
<td>(4,459,430)</td>
<td>97%</td>
<td>147,319,050</td>
<td>4,459,430</td>
</tr>
</tbody>
</table>

| Other Uses                                    |             |             |                       |           |                        |           |
| Collateral deposit payments                   | 3,750,000   | 3,512,500   | (237,500)             | 94%       | 3,750,000              | 237,500   |
| Collateral deposit payments returned           | (450,000)   | (395,000)   | 55,000                | 88%       | (450,000)              | (55,000)  |
| Capital outlay                                | 119,000     | 28,832      | (90,168)              | 24%       | 119,000                | 90,168    |
| **Total expenditures, Other Uses and Debt Service** | 150,738,050 | 146,005,952 | (4,732,098)           | 97%       | 150,738,050           | 4,732,098 |
| Net increase (decrease) in available fund balance | $ 6,225,086 | $ 18,028,385 | $ 11,803,299         | 290%     | $ 6,225,086           | ($11,803,299) |

* * Represents sales of approximately 2,084,000 MWh for 2016/17 YTD actual.

** **Electricity sales for resale is the result of sales to other utilities for resale purposes.

### RESERVES

<table>
<thead>
<tr>
<th>Balance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Cash Reserve</td>
<td>$19,964,894</td>
</tr>
<tr>
<td>Program Cash Reserve</td>
<td>3,523,217</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$23,488,111</td>
</tr>
</tbody>
</table>

See accountants' compilation report.
Net increase (decrease) in available fund balance per budgetary comparison schedule: $18,028,385

Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position:

- Subtract depreciation expense (47,791)
- Add back capital asset acquisitions 28,832
- Subtract collateral deposits returned (395,000)
- Add back collateral deposits 3,512,500

Change in net position $21,126,926

See accountants' compilation report.
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 June 30, 2017, and the related statement of revenues, expenses, and changes in net position, and the statement 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 disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user’s conclusions about the Authority’s financial position, results of operations, and cash flows. Accordingly, the 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
July 27, 2017
## ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>$ 40,033,329</td>
</tr>
<tr>
<td>Accounts receivable, net of allowance</td>
<td>16,095,827</td>
</tr>
<tr>
<td>Other receivables</td>
<td>184,177</td>
</tr>
<tr>
<td>Accrued revenue</td>
<td>10,023,481</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>70,546</td>
</tr>
<tr>
<td>Deposits</td>
<td>253,461</td>
</tr>
<tr>
<td>Investments</td>
<td>7,028,429</td>
</tr>
<tr>
<td><strong>Total current assets</strong></td>
<td><strong>73,689,250</strong></td>
</tr>
<tr>
<td>Capital assets, net of depreciation</td>
<td>182,197</td>
</tr>
<tr>
<td>Deposits</td>
<td>3,714,666</td>
</tr>
<tr>
<td><strong>Total noncurrent assets</strong></td>
<td><strong>3,896,863</strong></td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td><strong>77,586,113</strong></td>
</tr>
</tbody>
</table>

## LIABILITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts payable</td>
<td>719,757</td>
</tr>
<tr>
<td>Accrued cost of electricity</td>
<td>11,959,037</td>
</tr>
<tr>
<td>Other accrued liabilities</td>
<td>353,659</td>
</tr>
<tr>
<td>User taxes and energy surcharges due to other governments</td>
<td>472,994</td>
</tr>
<tr>
<td><strong>Total current liabilities</strong></td>
<td><strong>13,505,447</strong></td>
</tr>
<tr>
<td>Supplier security deposits</td>
<td>2,475,000</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td><strong>15,980,447</strong></td>
</tr>
</tbody>
</table>

## NET POSITION

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net investment in capital assets</td>
<td>182,197</td>
</tr>
<tr>
<td>Unrestricted</td>
<td>61,423,469</td>
</tr>
<tr>
<td><strong>Total net position</strong></td>
<td><strong>$ 61,605,666</strong></td>
</tr>
</tbody>
</table>
## SONOMA CLEAN POWER AUTHORITY

### STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

**July 1, 2016 through June 30, 2017**

### OPERATING REVENUES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity sales, net</td>
<td>$154,784,592</td>
</tr>
<tr>
<td>Evergreen electricity premium</td>
<td>237,870</td>
</tr>
<tr>
<td>Electricity sales for resale</td>
<td>8,417,669</td>
</tr>
<tr>
<td>Liquidated damages</td>
<td>368,441</td>
</tr>
<tr>
<td><strong>Total operating revenues</strong></td>
<td><strong>163,808,572</strong></td>
</tr>
</tbody>
</table>

### OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of electricity</td>
<td>132,553,061</td>
</tr>
<tr>
<td>Staff compensation</td>
<td>2,614,327</td>
</tr>
<tr>
<td>Data manager</td>
<td>2,858,418</td>
</tr>
<tr>
<td>Service fees - PG&amp;E</td>
<td>1,048,046</td>
</tr>
<tr>
<td>Consultants and other professional fees</td>
<td>1,218,476</td>
</tr>
<tr>
<td>Legal</td>
<td>295,300</td>
</tr>
<tr>
<td>Communications</td>
<td>869,848</td>
</tr>
<tr>
<td>General and administration</td>
<td>393,549</td>
</tr>
<tr>
<td>Program rebates and incentives</td>
<td>1,008,596</td>
</tr>
<tr>
<td>Depreciation</td>
<td>47,790</td>
</tr>
<tr>
<td><strong>Total operating expenses</strong></td>
<td><strong>142,907,411</strong></td>
</tr>
<tr>
<td><strong>Operating income</strong></td>
<td><strong>20,901,161</strong></td>
</tr>
</tbody>
</table>

### NONOPERATING REVENUES (EXPENSES)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest income</td>
<td>225,765</td>
</tr>
</tbody>
</table>

### CHANGE IN NET POSITION

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net position at beginning of period</td>
<td>40,478,740</td>
</tr>
<tr>
<td>Net position at end of period</td>
<td>$61,605,666</td>
</tr>
</tbody>
</table>

---

See accountants' compilation report.
SONOMA CLEAN POWER AUTHORITY

STATEMENT OF CASH FLOWS
July 1, 2016 through June 30, 2017

CASH FLOWS FROM OPERATING ACTIVITIES
Receipts from electricity sales $153,855,888
Receipts from electricity sales for resale 9,275,053
Receipts from liquidated damages 368,441
Receipts from supplier security deposits 2,475,000
Tax and surcharge receipts from customers 2,328,361
Payments to purchase electricity (140,398,642)
Payments for staff compensation (2,440,587)
Payments for contract services (5,419,806)
Payments for communications (892,682)
Payments for general and administration (379,994)
Payments for program rebates and incentives (1,103,596)
Tax and surcharge payments to other governments (2,318,418)
Net cash provided (used) by operating activities 15,349,018

CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES
Deposits and collateral paid (3,512,500)
Deposits and collateral returned 395,000
Net cash provided (used) by non-capital financing activities (3,117,500)

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES
Acquisition of capital assets (34,418)

CASH FLOWS FROM INVESTING ACTIVITIES
Interest income received 205,062
Net change in cash and cash equivalents 12,402,162
Cash and cash equivalents at beginning of year 27,631,167
Cash and cash equivalents at end of period $40,033,329

See accountants' compilation report.
SONOMA CLEAN POWER AUTHORITY

STATEMENT OF CASH FLOWS (continued)
July 1, 2016 through June 30, 2017

RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES

Operating income $  20,901,161

Adjustments to reconcile operating income to net cash provided (used) by operating activities

  Depreciation expense 47,790
  Revenue reduced for uncollectible accounts 778,979
  (Increase) decrease in net accounts receivable (1,246,980)
  (Increase) decrease in other receivables 857,257
  (Increase) decrease in accrued revenue (698,574)
  (Increase) decrease in prepaid expenses (50,398)
  (Increase) decrease in current deposits (95,961)
  Increase (decrease) in accounts payable 68,004
  Increase (decrease) in accrued cost of electricity (8,017,119)
  Increase (decrease) in accrued liabilities 319,917
  Increase (decrease) in user taxes and energy surcharges due to other governments 9,942
  Increase (decrease) in supplier security deposits 2,475,000

  Net cash provided (used) by operating activities $ 15,349,018

See accountants' compilation report.
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, 2017, 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 SCP.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the special purpose budgetary comparison statement, they might influence the user’s conclusions about the Authority’s results of operations. Accordingly, this special purpose budgetary comparison statement is 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 13, 2017
## REVENUE AND OTHER SOURCES:

<table>
<thead>
<tr>
<th>Source</th>
<th>2017/18 YTD Budget</th>
<th>2017/18 YTD Actual</th>
<th>Variance</th>
<th>2017/18 YTD Actual/ Budget %</th>
<th>2017/18 YTD Budget Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue - Electricity (net of allowance) *</td>
<td>$16,854,778</td>
<td>$17,648,522</td>
<td>$793,744</td>
<td>105%</td>
<td>$175,021,000</td>
</tr>
<tr>
<td>Revenue - Evergreen Premium (net of allowance)</td>
<td>24,846</td>
<td>20,474</td>
<td>(4,372)</td>
<td>82%</td>
<td>$237,526</td>
</tr>
<tr>
<td>Revenue - Electricity sales for resale **</td>
<td>-</td>
<td>30,400</td>
<td>30,400</td>
<td>-</td>
<td>(30,400)</td>
</tr>
<tr>
<td>Revenue - Interest income</td>
<td>26,583</td>
<td>24,788</td>
<td>(1,795)</td>
<td>-</td>
<td>$294,212</td>
</tr>
<tr>
<td>Total revenue and other sources</td>
<td>$16,906,207</td>
<td>$17,724,184</td>
<td>$817,977</td>
<td>105%</td>
<td>$157,873,816</td>
</tr>
</tbody>
</table>

### EXPENDITURES AND OTHER USES:

#### CURRENT EXPENDITURES

<table>
<thead>
<tr>
<th>Category</th>
<th>2017/18 YTD Budget</th>
<th>2017/18 YTD Actual</th>
<th>Variance</th>
<th>2017/18 YTD Actual/ Budget %</th>
<th>2017/18 YTD Budget Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of energy and scheduling</td>
<td>11,723,160</td>
<td>12,458,578</td>
<td>735,418</td>
<td>106%</td>
<td>131,190,422</td>
</tr>
<tr>
<td>Data management</td>
<td>268,833</td>
<td>266,251</td>
<td>(2,582)</td>
<td>99%</td>
<td>2,959,749</td>
</tr>
<tr>
<td>Service fees- PG&amp;E</td>
<td>102,833</td>
<td>99,359</td>
<td>(3,474)</td>
<td>97%</td>
<td>1,134,641</td>
</tr>
<tr>
<td>Personnel</td>
<td>277,500</td>
<td>200,271</td>
<td>(77,229)</td>
<td>72%</td>
<td>3,129,729</td>
</tr>
<tr>
<td>Outreach and communications</td>
<td>79,250</td>
<td>82,739</td>
<td>3,489</td>
<td>104%</td>
<td>467,336</td>
</tr>
<tr>
<td>Required noticing</td>
<td>39,500</td>
<td>6,664</td>
<td>(32,836)</td>
<td>17%</td>
<td>467,336</td>
</tr>
<tr>
<td>Legal</td>
<td>30,833</td>
<td>17,272</td>
<td>(13,561)</td>
<td>56%</td>
<td>352,728</td>
</tr>
<tr>
<td>Accounting and auditing</td>
<td>16,167</td>
<td>9,115</td>
<td>(7,052)</td>
<td>56%</td>
<td>184,885</td>
</tr>
<tr>
<td>Technical consultants</td>
<td>29,167</td>
<td>2,560</td>
<td>(26,507)</td>
<td>9%</td>
<td>347,440</td>
</tr>
<tr>
<td>Legislative consultants</td>
<td>19,167</td>
<td>6,500</td>
<td>(12,667)</td>
<td>34%</td>
<td>223,500</td>
</tr>
<tr>
<td>Other consultants</td>
<td>17,917</td>
<td>24,990</td>
<td>7,073</td>
<td>139%</td>
<td>190,010</td>
</tr>
<tr>
<td>Program implementation and development</td>
<td>500,000</td>
<td>77,918</td>
<td>(422,082)</td>
<td>16%</td>
<td>5,922,082</td>
</tr>
<tr>
<td>General and administration</td>
<td>41,250</td>
<td>122,295</td>
<td>81,045</td>
<td>296%</td>
<td>495,000</td>
</tr>
<tr>
<td>Total current expenditures</td>
<td>13,145,577</td>
<td>13,374,512</td>
<td>228,935</td>
<td>102%</td>
<td>147,343,488</td>
</tr>
</tbody>
</table>

**Collateral deposit payments**: 
- Not applicable
**Capital outlay**: 
- Not applicable

#### OTHER USES

<table>
<thead>
<tr>
<th>Category</th>
<th>2017/18 YTD Budget</th>
<th>2017/18 YTD Actual</th>
<th>Variance</th>
<th>2017/18 YTD Actual/ Budget %</th>
<th>2017/18 YTD Budget Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collateral deposit payments</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Capital outlay</td>
<td>13,667</td>
<td>1,799</td>
<td>(11,868)</td>
<td>13%</td>
<td>164,000</td>
</tr>
<tr>
<td>Total expenditures, Other Uses and Debt Service</td>
<td>13,159,244</td>
<td>13,376,311</td>
<td>217,067</td>
<td>102%</td>
<td>149,505,689</td>
</tr>
<tr>
<td>Net increase (decrease) in available fund balance</td>
<td>$3,746,963</td>
<td>$4,347,873</td>
<td>$600,910</td>
<td>116%</td>
<td>$8,368,127</td>
</tr>
</tbody>
</table>

* Represents sales of approximately 231,000 MWh for 2017/18 YTD actual.

** Electricity sales for resale is the result of sales to other utilities for resale purposes.

### RESERVES

<table>
<thead>
<tr>
<th>Type</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Cash Reserve</td>
<td>$19,977,302</td>
</tr>
<tr>
<td>Program Cash Reserve</td>
<td>3,525,406</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$23,502,708</td>
</tr>
</tbody>
</table>
Net increase (decrease) in available fund balance per budgetary comparison schedule: $4,347,873

Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtract depreciation expense</td>
<td>(4,164)</td>
</tr>
<tr>
<td>Add back capital asset acquisitions</td>
<td>1,799</td>
</tr>
<tr>
<td>Change in net position</td>
<td>$ 4,345,508</td>
</tr>
</tbody>
</table>

See accountants' compilation report.
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, 2017, and the related statement of revenues, expenses, and changes in net position, and the statement 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 disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user’s conclusions about the Authority’s financial position, results of operations, and cash flows. Accordingly, the 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 13, 2017
## ASSETS

<table>
<thead>
<tr>
<th>Asset</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>$52,271,703</td>
</tr>
<tr>
<td>Accounts receivable, net of allowance</td>
<td>18,420,531</td>
</tr>
<tr>
<td>Other receivables</td>
<td>67,450</td>
</tr>
<tr>
<td>Accrued revenue</td>
<td>10,300,167</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>47,458</td>
</tr>
<tr>
<td>Deposits</td>
<td>253,461</td>
</tr>
<tr>
<td><strong>Total current assets</strong></td>
<td><strong>81,360,770</strong></td>
</tr>
<tr>
<td>Capital assets, net of depreciation</td>
<td>179,834</td>
</tr>
<tr>
<td>Deposits</td>
<td>3,737,559</td>
</tr>
<tr>
<td><strong>Total noncurrent assets</strong></td>
<td><strong>3,917,393</strong></td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td><strong>85,278,163</strong></td>
</tr>
</tbody>
</table>

## LIABILITIES

<table>
<thead>
<tr>
<th>Liability</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts payable</td>
<td>634,391</td>
</tr>
<tr>
<td>Accrued cost of electricity</td>
<td>14,929,171</td>
</tr>
<tr>
<td>Other accrued liabilities</td>
<td>257,851</td>
</tr>
<tr>
<td>User taxes and energy surcharges due to other governments</td>
<td>406,598</td>
</tr>
<tr>
<td><strong>Total current liabilities</strong></td>
<td><strong>16,228,011</strong></td>
</tr>
<tr>
<td>Supplier security deposits</td>
<td>4,800,000</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td><strong>21,028,011</strong></td>
</tr>
</tbody>
</table>

## NET POSITION

<table>
<thead>
<tr>
<th>Position</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net investment in capital assets</td>
<td>179,834</td>
</tr>
<tr>
<td>Unrestricted</td>
<td>64,070,318</td>
</tr>
<tr>
<td><strong>Total net position</strong></td>
<td><strong>$64,250,152</strong></td>
</tr>
</tbody>
</table>
# OPERATING REVENUES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity sales, net</td>
<td>$17,648,522</td>
</tr>
<tr>
<td>Evergreen electricity premium</td>
<td>20,474</td>
</tr>
<tr>
<td>Electricity sales for resale</td>
<td>30,400</td>
</tr>
<tr>
<td><strong>Total operating revenues</strong></td>
<td><strong>17,699,396</strong></td>
</tr>
</tbody>
</table>

# OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of electricity</td>
<td>12,458,578</td>
</tr>
<tr>
<td>Staff compensation</td>
<td>200,271</td>
</tr>
<tr>
<td>Data manager</td>
<td>266,251</td>
</tr>
<tr>
<td>Service fees - PG&amp;E</td>
<td>99,359</td>
</tr>
<tr>
<td>Consultants and other professional fees</td>
<td>111,963</td>
</tr>
<tr>
<td>Legal</td>
<td>17,272</td>
</tr>
<tr>
<td>Communications</td>
<td>89,403</td>
</tr>
<tr>
<td>General and administration</td>
<td>122,295</td>
</tr>
<tr>
<td>Program rebates and incentives</td>
<td>9,121</td>
</tr>
<tr>
<td>Depreciation</td>
<td>4,163</td>
</tr>
<tr>
<td><strong>Total operating expenses</strong></td>
<td><strong>13,378,676</strong></td>
</tr>
</tbody>
</table>

**Operating income**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4,320,720</td>
</tr>
</tbody>
</table>

# NONOPERATING REVENUES (EXPENSES)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest income</td>
<td>24,788</td>
</tr>
</tbody>
</table>

# CHANGE IN NET POSITION

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net position at beginning of period</td>
<td>59,904,644</td>
</tr>
<tr>
<td>Net position at end of period</td>
<td><strong>$64,250,152</strong></td>
</tr>
</tbody>
</table>
# Statement of Cash Flows

## Sonoma Clean Power Authority

### July 1, 2017 through July 31, 2017

## Cash Flows From Operating Activities

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receipts from electricity sales</td>
<td>$13,257,759</td>
</tr>
<tr>
<td>Receipts from electricity sales for resale</td>
<td>147,127</td>
</tr>
<tr>
<td>Receipts from supplier security deposits</td>
<td>2,325,000</td>
</tr>
<tr>
<td>Tax and surcharge receipts from customers</td>
<td>219,636</td>
</tr>
<tr>
<td>Payments to purchase electricity</td>
<td>(9,351,914)</td>
</tr>
<tr>
<td>Payments for staff compensation</td>
<td>(305,892)</td>
</tr>
<tr>
<td>Payments for contract services</td>
<td>(516,021)</td>
</tr>
<tr>
<td>Payments for communications</td>
<td>(120,709)</td>
</tr>
<tr>
<td>Payments for general and administration</td>
<td>(176,800)</td>
</tr>
<tr>
<td>Payments for program rebates and incentives</td>
<td>(9,121)</td>
</tr>
<tr>
<td>Tax and surcharge payments to other governments</td>
<td>(286,032)</td>
</tr>
<tr>
<td><strong>Net cash provided (used) by operating activities</strong></td>
<td><strong>5,183,033</strong></td>
</tr>
</tbody>
</table>

## Cash Flows From Investing Activities

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Return of certificate of deposit</td>
<td>7,028,428</td>
</tr>
<tr>
<td>Interest income received</td>
<td>24,788</td>
</tr>
<tr>
<td><strong>Net cash provided (used) by investing activities</strong></td>
<td><strong>7,053,216</strong></td>
</tr>
</tbody>
</table>

- Net change in cash and cash equivalents: $12,236,249
- Cash and cash equivalents at beginning of year: $40,035,454
- Cash and cash equivalents at end of period: $52,271,703

See accountants’ compilation report.
## RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating income</td>
<td>$4,320,720</td>
</tr>
<tr>
<td>Adjustments to reconcile operating income to net cash provided (used) by operating activities</td>
<td></td>
</tr>
<tr>
<td>Depreciation expense</td>
<td>$4,162</td>
</tr>
<tr>
<td>Revenue reduced for uncollectible accounts</td>
<td>$88,790</td>
</tr>
<tr>
<td>(Increase) decrease in net accounts receivable</td>
<td>($2,893,340)</td>
</tr>
<tr>
<td>(Increase) decrease in other receivables</td>
<td>$116,727</td>
</tr>
<tr>
<td>(Increase) decrease in accrued revenue</td>
<td>($1,606,687)</td>
</tr>
<tr>
<td>(Increase) decrease in prepaid expenses</td>
<td>$(667)</td>
</tr>
<tr>
<td>Increase (decrease) in accounts payable</td>
<td>($102,650)</td>
</tr>
<tr>
<td>Increase (decrease) in accrued cost of electricity</td>
<td>$2,620,768</td>
</tr>
<tr>
<td>Increase (decrease) in accrued liabilities</td>
<td>$376,606</td>
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<td>Increase (decrease) in user taxes and energy surcharges due to other governments</td>
<td>($66,396)</td>
</tr>
<tr>
<td>Increase (decrease) in supplier security deposits</td>
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<td>$5,183,033</td>
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Staff Update – Item 3

To: Sonoma Clean Power Authority Board of Directors

From: Kate Kelly/Director, Public Affairs & Marketing and Neal Reardon, Regulatory Affairs Manager

Issue: Legislative and Regulatory Updates

Date: October 5, 2017

Legislative Update

The Senate and Assembly 2017 legislative session came to a close in the early morning hours of September 16th. Both houses in the Legislature collectively introduced 2,550 bills in the first year of a two-year session. Over 700 bills were sent to the Governor within the last few weeks of the session and are waiting his consideration. The Governor has until October 15 to either sign or veto the bills.

The last few weeks of the session brought a flurry of legislative activity on the energy front. Governor Brown has been advocating for the regionalization of the electricity grid, in order to make it easier to share renewable energy among the western states. SCP and CalCCA met with the Governor’s office to share CCA’s view of regionalization in September when we were made aware that the Governor and the Legislature were discussing a regionalization proposal. With only days to go before the end of the legislative session, Assemblyman Holden, Chairman of the Utilities and Energy Committee, amended two pieces of legislation that would provide a path for regionalization of the electricity grid along with language that would threaten the expansion of CCAs and harm the existing CCAs (AB 726 and AB 813). Since both bills were in the Senate, we mobilized the Senators who represent CCAs and they were able to convince President pro Tempore de Leon that AB 726 and AB 813 must not move forward. The investor-owned utilities (IOUs) and labor were behind the language that threatened the expansion of CCAs and also would have made it illegal for CCAs to operate demand response programs like the with the smart EV charging in Drive EverGreen.

Because of the political jockeying that takes place at the end of every legislative session, Senator de Leon’s legislation (SB 100) that would decarbonize the energy sector by the year 2045 was caught in the cross fire with AB 726 and AB 813. SB 100 was unable to get a hearing in the Assembly Utilities and Energy Committee since the Senate would not allow AB 726 and AB 813 to receive a hearing in the
Senate Energy, Utilities and Communications Committee before the close of session. Even with Governor Brown’s negotiating ability, he was unable to negotiate a deal between all the stakeholders to move these bills. Thus, the expansion of California’s renewable portfolio standard/100 percent carbon free energy and the regionalization of the electricity grid both failed to make their way to the Governor. It is important to note that the bills and issues are not dead. Both of these issues will be high on the legislative priority list of issues to fulfill next year.

The 2017 legislative session was marked with numerous attacks on CCAs governing board autonomy. The IOUs and labor have joined forces in this assault and SCP needs to be prepared for more of the same in 2018.

The Legislature will return on January 3, 2018.

LEGISLATION

**AB 33 (Quirk) – Transportation Electrification: Electric Vehicle Services Equipment**

Requires the California Public Utilities Commission, in consultation with the California Air Resources Board and the California Energy Commission to consider authorizing electrical corporations to offer programs and investments in electric vehicle service equipment installed in residential garages. The May 30th amendment removed the mandate that electrical corporations must offer electric vehicle services equipment in residential garages. Thus, SCP removed its opposition.

SCP Position: Neutral (Removed opposition with May 30th Amendment) 2-Year Bill

**AB 79 (Levine) – Electrical Generation: Unspecified Sources**

Would require the California Air Resources Board to develop a methodology for updating the assumed greenhouse gas emissions from unspecified sources. Assemblyman Levine amended AB 79 to address SCP and CalCCA’s concerns relating mainly to implementing an hourly compliance process that would have been administratively burdensome.

SCP Position: Support (Letter sent to the Governor on 9/19/17) Status: Governor’s Desk
AB 726 (Holden) and AB 813 (Holden) – Regionalization and ITC Procurement

Virtually identical bills that would restructure the management of California’s power grid and among other things would block new CCAs from contracting for new renewable energy in California. SCP and CalCCA opposed prohibition on CCAs being able to buy their own renewable energy, and also opposed language that would have blocked CCA implementation of demand response programs.

SCP Position: Oppose (letter sent on September 11, 2017)
Status: 2-Year Bill

AB 920 (Aguiar-Curry) – Renewable Portfolio Standard Program

Would require that all retail electric providers develop a balanced portfolio of sources that include baseload renewables and demonstrate a plan for such a portfolio through their integrated resource plans. SCP had concerns that jurisdiction over procurement decisions would become the responsibility of the CPUC rather than SCP’s governing board. The author has significantly revised the bill language to remove most of the language that concerns SCP. SCP and CalCCA continue to work with Assembly Member Aguiar-Curry and the Senate Energy, Utilities and Communications Committee to develop better language for CCAs. As currently drafted, the bill is sufficient for SCP to take a neutral position.

SCP Position: Neutral
Status: 2-Year Bill

AB 1405 (Mullin) – Electricity: Clean Peak Energy Standard

Originally required the CPUC to ensure that each load serving entity procures a minimum percentage of kilowatt-hours delivered during the peak load time period from clean peak resources on at least 15 days every month according to a specific schedule and requires each local publicly owned utility to do the same. Assembly Member Mullin amended the bill with language unrelated to energy on September 8th. Thus, SCP no longer has any concerns with the bill.
SB 71 (Wiener) – Solar Energy

Requires the California Energy Commission to consider requiring installation of a solar energy generation system on all new buildings.

SCP Position: None at this time.
Status: 2-Year Bill

SB 100 (de Leon) – Renewal Portfolio Standards

Establishes a target of generating 100 percent of the state’s retail sales of electricity from renewable energy resources by 2045, accelerates and expands the existing Renewable Portfolio Standard, and requires state agencies to incorporate into existing climate programs the planning goal and regulatory requirement of achieving 100-percent reliance on renewable energy resources or zero-carbon resources by the end of 2045.

SCP Position: Support (letter of support sent August 14, 2017)
Status: 2-Year Bill

SB 338 (Skinner) – Net-Load Peak Energy

Originally authorized the CPUC and CEC to establish requirements for CCAs to meet a 3-hour peak load period with a combination of efficiency, demand response and storage. SCP and CalCCA worked with the author and the bill was amended to allow the CPUC and CEC to have the target setting process placed into the IRP process that is controlled by CCA governing boards.

SCP Position: None at this time.
Status: Governor’s Desk

SB 618 (Bradford) – Integrated Resources Plans

Requires the integrated resource plans of all load-serving entities to contribute to a diverse and balanced portfolio of resources needed to ensure a reliable electricity supply, meet certain environmental goals, and ensure that there is no cost-shifting among load-serving entities.

SCP Position: Neutral (as of May 9, 2017 Amendment)
Status: Governor’s Desk
SB 775 (Wieckowski) – California Global Warming Solutions Act of 2006: Market Based Compliance Mechanisms

 Extends California’s cap-and-trade program by requiring polluters to buy permits for the greenhouse gases they emit as an incentive for companies to reduce their carbon footprint. SB 775 is a vehicle the Legislature and Governor may use to continue California’s cap-and-trade program.

SCP Position: None at this time.
Status: 2-Year Bill

More up-to-date information will be provided verbally in the meeting.
Staff Report – Item 04

To: Sonoma Clean Power Authority Board of Directors

From: Geof Syphers, CEO

Issue: Approve Chief Executive Officer Goals for 2017/2018

Date: October 5, 2017

Requested Board Action:

Approve CEO contract goals as recommended by the Board of Directors in the August 3, 2017 closed session.

CEO RECOMMENDED GOALS:

A) Ensure the annual average total SCP customer electric bills remain lower than PG&E customer bills for at least the following (most common) rate classes: E1, E1L (low income), A1, and E19S.

B) Maintain an overall opt-out rate of below 15% through June 30, 2018.

C) Purchase or lease of at least 400 additional electric vehicles (provide direct evidence) as part of the Drive EverGreen program.

D) Ensure the most recently published and verified emissions factor for CleanStart is a minimum of 20% lower in greenhouse gas emissions than PG&E’s verified emissions for the same period.

E) Sign up a minimum of 500 people to participate in SCP CleanCharge.

F) Update CEO Job description.
G) Provide report on improvements to IT security.
H) Provide a short binder for incoming board member orientation.
I) Finalize Succession Plan.
J) Create a multi-year Integrated Resource Plan that includes targets for greenhouse gas emissions, renewable energy and local programs.
K) Draft a Legislative Platform for board adoption.
Staff Report – Item 05

To: Sonoma Clean Power Board of Directors
From: Nelson Lomeli, Program Specialist
Cordel Stillman, Director of Programs

Issue: Review and approve amendment to contract between Center for Sustainable Energy (CSE) and Sonoma Clean Power (Drive EverGreen Phase II)

Date: October 5, 2017

Requested Board Action:

Review and approve a contract amendment with Center for Sustainable Energy to conduct an evaluation of Drive EverGreen Phase 2.

Background:

In June 2017, staff retained the Center for Sustainable Energy (CSE) to administer the second phase of Drive EverGreen, upon approval of the program. The contract for $98,250 included the development of processes and procedures necessary for program administration, processing of customer applications, review of purchase/lease documentation from dealers, processing of dealer payments, and development of a program evaluation framework.

Staff is proposing a contract amendment with CSE, with an additional not-to-exceed budget of $33,000 that will build upon the program evaluation framework developed in the original contract to conduct a full program evaluation analysis.

The amendment will allow CSE to conduct a full analysis of data collected from surveys about vehicles and applicants, and interviews with dealers. CSE will deliver SCPA a report on overall program participation and performance, and will focus on:

- summarizing program and survey data,
• assessing program impact by comparing survey results of adopters and non-adopters, and
• collecting lessons learned about program design, implementation, and evaluation and recommend improvements.

On September 21, 2017, the Community Advisory Committee voted unanimously to recommend approval of the contract amendment to the Board.
FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment to Agreement for Professional Services ("Amendment"), dated as of October __, 2017 ("Effective Date") is made by and between the Sonoma Clean Power Authority ("SCPA"), a California joint powers authority, and Center for Sustainable Energy, a California non-profit corporation. SCPA and Consultant may be individually referred to as a “Party” or collectively as “Parties.”

SCPA and Consultant are parties to an Agreement for Professional Services dated June 8, 2017 (the “Agreement”). The Parties wish to amend the Agreement to extend the scope of work of the Agreement to include Task D (Exhibit A) and to add an additional $33,000 to Consultant's not-to-exceed.

Wherefore, in consideration of the foregoing and the mutual promises made here, SCPA and Consultant agree to amend the Agreement as follows:

1. Section 4 of the Agreement is amended to read as follows: “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. Time spent in .25 hour increments.

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

   a. Fees based on Fee Schedule as set forth in Exhibit A.
   b. Reimbursable expenses must be pre-approved by SCPA.

   In no event shall the amount payable for services performed during the term of this Agreement exceed $131,250.00.”

2. Exhibit A of the Agreement (Scope of Work) is amended to add “Task D: Analysis, Reporting, and Stakeholder Communication” set forth in Exhibit A of this Amendment.

Except as expressly set forth in this Amendment, all other terms of the Agreement shall remain in full force and effect.

First Amendment to Agreement for Professional Services, Page 1
By signing below, the signatories warrant that each has authority to execute this Agreement on behalf of their respective Parties, and that this Amendment is effective as of the Effective Date.

Consultant

By:__________________________
Its:__________________________
Date: _______________________

Sonoma Clean Power Authority:

By:_____________________________
   Geof Syphers
   Chief Executive Officer
Date: __________________________

APPROVED AS TO FORM FOR SCPA:

By: _____________________________
   General Counsel
Date: ____________________________
Exhibit A

Scope of Work
(Revision 2)

TASK D: ANALYSIS, REPORTING, & STAKEHOLDER COMMUNICATION
CSE will analyze information collected in Task C to prepare a final report for SCPA evaluating the success of the Drive EverGreen program.

In addition to components included in the final evaluation report for the previous round of Drive EverGreen and basic analysis of data gathered in Task C, the evaluation report will include:

- Expanded analysis of the relationship of Drive EverGreen participation with SCPA’s other transportation-related programs
- Collection and analysis of self-reported energy usage and EV charging patterns of Drive EverGreen participants.
- Expanded analysis of program design and implementation mechanics considerations to inform future programs.

CSE will gather other feedback from project stakeholders and respond to questions or comments as needed throughout the evaluation.

DELIVERABLES:
CSE will deliver to SCPA a report on overall program participation and performance. The report will focus on: summarizing program and survey data, assessing program impact by comparing survey results of adopters and non-adopters, and lessons learned about program design, implementation, and evaluation.

TASK D BUDGET:
For all Supplemental Services, Consultant shall be compensated on a time and materials contract with a not-to-exceed (NTE) cap of $33,000.
Staff Report – Item 06

To: Sonoma Clean Power Authority Board of Directors
From: Rachel Kuykendall, Program Manager
Issue: Review and recommend approval of contract with Center for Sustainable Energy (CSE) for administration and technical support of the Multi-family Clean Charge Program
Date: October 5, 2017

Requested Board Action:
Approve the execution of the contract with Center for Sustainable Energy (CSE) for administration and technical support of the Multi-family Clean Charge Program

Background:
Since October 2016, Sonoma Clean Power has been implementing a successful residential electric vehicle charging program, with over 800 chargers provided to customers. This offering has thus far targeted single-family residences, where less costly charging equipment and software can be utilized. Per census data, approximately one third of households in Sonoma and Mendocino counties live in multi-family or mobile home residences. PG&E’s EV Charge Program will come online in 2018 and hopes to provide robust financial incentives to multi-family properties that can host ten or more charging stations. While this is a great offering for larger multi-family properties, the majority (approximately 80%) of multi-family properties in Sonoma and Mendocino counties have less than 50 units and therefore may not be a good match for the PG&E offering.

In coordination with the Center for Sustainable Energy (CSE), staff has been investigating the possibility of launching a multi-family clean charge offering in coordination with PG&E’s program. The program will aim to take advantage of
PG&E’s marketing efforts and provide resources for the smaller multi-family developments that are more typical of Sonoma and Mendocino counties. Based on research into the pitfalls of other multi-family offerings, staff is looking into a unique program model that would leverage existing relationships between the multi-family energy efficiency rebate programs and multi-family property owners. Phase 1 of the program would be a pilot focusing on providing assessments and financial incentives to the approximately 40 properties that have participated in these programs. During this phase, CSE would train the existing multi-family energy efficiency rater community on how to provide high level charging station feasibility assessments. During Phase 2 of the program, the energy efficiency raters would take the lead on assessments with support from CSE and Sonoma Clean Power staff.

On September 21, 2017, this item was presented the Community Advisory Committee for review. The committee unanimously voted to recommend approval of the program, but asked for further clarification from staff on differences in CSE’s rates between the Drive EverGreen program contract and the Multi-family Clean Charge program contract. The labor classifications that are similar between the two contracts are listed below. Per discussions with CSE, the rate increase reflected in the multifamily pilot is due to recent changes in July and August for employee benefits such as merits, promotions and rising healthcare costs. CSE does not anticipate further rate changes for 2017.

<table>
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<tr>
<th>Labor Category (MF Charge)</th>
<th>Fully Loaded Hourly Rates (MF Charge)</th>
<th>Labor Category (DEG)</th>
<th>Fully Loaded Hourly Rates (DEG)</th>
<th>% Diff</th>
</tr>
</thead>
<tbody>
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</table>
Staff is seeking the board’s approval of the recommended program administration budget and program model. The contract presented is a time and materials contract, based on a not-to-exceed (NTE) budget of $158,500.
AGREEMENT FOR PROFESSIONAL SERVICES –
SONOMA CLEAN POWER MULTIFAMILY CLEAN CHARGE PROGRAM SUPPORT

This Agreement for Professional Services – Sonoma Clean Power Multifamily Clean Charge Program Support (“Agreement”), dated as of September XXX, 2017 (“Effective Date”) is made by and between the Sonoma Clean Power Authority (“SCPA”), a California joint powers authority, and the Center for Sustainable Energy (“Consultant”), a California nonprofit. 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. **Staffing and Coordination:** Consultant shall cooperate, and closely coordinate, with SCPA staff in providing all services under this Agreement. Primary coordination shall be through SCPA’s Program Manager, Rachel Kuykendall. Key Staff for Consultant will be Monica Kling and Andy Hoskinson.
4. **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. Time spent in .25 hour increments

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

   a. Fees based on Fee Schedule as set forth in Exhibit A.
   b. Reimbursable expenses must be pre-approved by SCPA.

5. **Term of the Agreement:** The initial term of this Agreement shall be from the Effective Date to December 31, 2018, unless terminated pursuant to Section 6 or amended by a written, executed amendment to the Agreement. Consultant understands and agrees that funding for individual tasks under this Agreement after July 1, 2018 is subject to approval by SCPA’s Board of Directors of a budget including such funding, and that SCPA may terminate individual tasks pursuant to Section 6 below if such funding is not approved.

6. **Termination:** Notwithstanding any other provision of this Agreement, at any time and without cause, SCPA shall have the unequivocal right to terminate this Agreement by giving thirty (30) calendar days written notice to Consultant. 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), 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 will indemnify SCPA from all claims, demands or liabilities arising out of or resulting from Consultant’s negligent acts or omissions or willful misconduct in the performance of Consultant’s obligations under this Agreement, excepting any claims, demands, or liability caused solely (as between SCPA and Consultant) by the fault or negligence of, or by the willful misconduct of SCPA and SCPA’s agents, employees, representatives, officers, and servants (with the exception of Consultant). The indemnification shall include reasonable attorney fees. Legal counsel shall be selected by SCPA, subject to the approval of Consultant. Consultant’s approval of legal counsel shall not be unreasonably withheld. SCPA shall promptly notify Consultant of any adverse claims and cooperate with Consultant and its agents and attorneys in the investigation and management of such claims, including claims arising out of Consultant’s negligence.

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. 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 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.

      1. 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.

2. 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.

3. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

4. 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 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/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. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best’s rating of at least A: VII.

f. The Certificate of Insurance must include the following reference: Sonoma Clean Power Authority.

g. 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.

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

i. 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.

j. Consultant shall provide SCPA immediate written notice if:
   1. any of the required insurance policies are terminated;
   2. the limits of any of the required policies are reduced; or
   3. the deductible or self-insured retention is increased.

k. Upon written request, certified copies of required insurance policies must be provided within thirty (30) calendar days.

l. Consultant's indemnity and other obligations shall not be limited by these insurance requirements.

9. **Status of Consultant:** Consultant, in performing the services under this Agreement, shall act as an independent contractor and shall control the work and the manner in which it is performed. At no time shall Consultant work as an agent or employee of SCPA and at no time shall Consultant be entitled to participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits SCPA provides its employees. In the event SCPA exercises its right to terminate this Agreement pursuant to Section 6, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10. **No Suspension or Debarment:** Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any state or federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
11. **Taxes:** Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. 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:** Contractor shall comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement.

15. **Nondiscrimination:** Without limiting any other provision of this Agreement, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition,
pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by reference.

16. **Confidentiality, Ownership and Disclosure of Work Product:** All information obtained by Consultant under this Agreement shall be deemed confidential (“Confidential Information”). Unless SCPA provides written permission, Consultant is compelled by a court of law or regulatory agency, or Consultant obtained Confidential Information from a source or sources other than SCPA, Consultant shall not share Confidential Information with any other person or entity outside of SCPA staff and SCPA authorized representatives. Consultant further agrees to execute non-disclosure agreements related to protecting Confidential Information as requested by SCPA. Provisions related to Confidential Information shall survive expiration or termination of the Agreement for a period of five (5) years. All reports, original drawings, graphics, plans, studies, and other data or documents (“Documents”), in whatever form or format, produced by Consultant or Consultant’s subcontractors, consultants, and other agents within the term and scope of this Agreement shall be the property of SCPA. SCPA shall be entitled to immediate possession of such Documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SCPA all such Documents, which have not already been provided to SCPA in such form or format, as SCPA deems appropriate. Such Documents shall be and will remain the property of SCPA without restriction or limitation.

17. **Assignment and Delegation:** Parties shall not assign, delegate, sublet, or transfer any interest in, or duty under, this Agreement without the prior written consent of the other.

18. **Written Communications:** All written communications, including notices, bills and payments, may be made via electronic mail or to the following addresses:

   TO: SCPA: Sonoma Clean Power Authority
   Attn: Contract Administration
   50 Santa Rosa Avenue, 5th Floor
   Santa Rosa, CA 95404
19. **No Waiver of Breach**: The waiver by SCPA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

20. **Construction**: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The Parties agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The Parties acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one Party in favor of the other. Parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

21. **Consent**: Wherever in this Agreement the consent or approval of one Party is required to an act of the other Party, such consent or approval shall not be unreasonably withheld or delayed.

22. **No Third Party Beneficiaries**: Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in third parties.

23. **Applicable 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:** 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.

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. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.

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.
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.

Consultant

______________________________
Date: _________________________

Sonoma Clean Power Authority:

By: __________________________
    Geof Syphers
    Chief Executive Officer
Date: _________________________

APPROVED AS TO FORM FOR SCPA:

By: __________________________
    General Counsel
Date: _________________________
Exhibit A

BACKGROUND/OBJECTIVES
Multi-unit Dwelling/Multifamily (MUD) property owners and managers evaluating whether to install and host electric vehicle (EV) charging face many challenges - questions about siting and permitting, installation costs, equipment utilization, electric rates, bill impacts, ownership and operation responsibilities, determining protocols for plug-sharing among residents, and understanding current incentives for electric vehicle charging stations (EVCS). While network EVCS providers and contractors can help potential site hosts with some of these issues, they are often unequipped and/or uninterested in dealing with the full range of issues. Additionally, many EV charging incentive and funding programs for MUDs, such as PG&Es EV Charge, require large numbers of charging stations per installation, thereby eliminating the opportunity for smaller MUDs to participate. Given these limitations, technical assistance combined with an incentive is desirable to support the expansion of EVCS infrastructure at smaller MUDs in Sonoma Clean Power (SCP) service territory.

The Center for Sustainable Energy (CSE) agrees to provide services supporting a MUD EVCS Technical Assistance Project (or “MUD EVCS TAP”), a targeted effort to provide MUD customers in SCP service territory with customized analysis and engineering support in evaluating the potential costs and benefits of hosting electric vehicle charging at their properties.

CSE will provide technical assistance to MUDs identified by SCP. SCP anticipates up to forty (40) sites that have completed the Whole Building Energy Efficiency Program would be targeted for the first round of MUD EVCS TAP. To leverage work on new properties entering the Whole Building Energy Efficiency Program, such as minimizing disturbances to property managers and reducing administrative costs for site visits, SCP anticipates that during the second round of the MUD EVCS TAP, energy efficiency raters would gather the necessary electrical information and physical site characteristics while onsite completing the energy efficiency site assessment. The raters would then funnel the data to CSE. Using the data CSE would complete the EVCS Technical Assessment.

This Scope of Work also includes training raters on how to gather technical data related to EVCSs and technical assessments. An additional task covering an incentive program design has been included.

CONTACT INFORMATION
Name and contact information of primary contact for this contract:
Shelly Murphy, Senior Director, Programs
shelly.murphy@energycenter.org;
(858) 633-1396
9325 Sky Park Ct. Suite 100, San Diego, CA 92123
TASKS

**Task 1: Project Administration**

*Task 1.1: Project Kick-off meeting*
CSE shall conduct a project kick-off meeting within ten (10) business days from the contract execution date. CSE shall coordinate with SCP’s Project Manager to arrange the meeting at a mutually convenient time and place; a virtual meeting will be conducted to expedite the process and minimize project administrative costs. The purpose of this meeting shall be to finalize the strategies for accomplishing the objectives of this work. Prior to the meeting, CSE shall submit a draft agenda to SCP’s Project Director for review and addition of agenda items. In a timely manner, CSE shall submit to SCP’s Project Manager a brief memo summarizing the issues discussed and decisions made, if any, during this meeting.

**Deliverable:** A brief report summarizing the project kick-off meeting.

*Task 1.2: Project Reporting*
CSE shall submit periodic progress reports/memos, no less frequently than monthly, to SCP’s Project Manager no later than the 15th of the month following each reporting period. The Progress Reports shall include information on the following subjects in the order indicated, with appropriate explanation and discussion:

a) Title of the project.
b) Reporting period.
c) Project progress including a summary of progress and results from all tasks carried out in the covered period.
d) Planned work for the next reporting period.
e) Identification of problems.
f) Planned or proposed solutions to identify problems described in (e) above.
g) Ability to meet schedule, reasons for slippage in schedule.
h) Schedule - percentage completed and projected percentage of completion of performance by calendar quarter - may be presented as a bar chart or milestone chart.
i) Budget - analysis of actual costs incurred in relation to the budget.

**Deliverables:** Periodic Progress Reports delivered via email to SCP Project Manager.

*Task 1.3 Project Completion Meeting*
CSE shall conduct a project completion meeting within fifteen (15) business days from the submission of the final deliverable. CSE shall coordinate with SCP Project Manager to arrange the meeting at a mutually convenient time and place; a virtual meeting may be conducted to expedite the process and minimize project administrative costs.
**Task 2: MUD EVCS Technical Assistance**

The following tasks summarize EVCS technical assistance for MUD property owners who have a demonstrated interest to install EVCS at their property and participate in the EVCS incentive program. For sites that have completed the whole building energy efficiency program, Task 2.1 will include outreach to approximately forty (40) sites and subsequent technical assessments of approximately twenty (20) sites to evaluate eligibility for incentive program. Task 2.2 will include technical assessments of approximately twenty (20) sites for sites entering the whole building energy efficiency program.

**Task 2.1 Completed Whole Building Energy Efficiency Program Projects**

The technical assessment will provide CSE the necessary information to assess feasibility of EVCS installations at MUD sites. CSE will assess approximately twenty (20) potential site host locations. A majority of the assessment will be a ‘desktop’ assessment with information gathered via virtual meetings and information exchange between CSE staff and appropriate site host points of contact. If feasible and necessary, CSE will schedule up to four (4) on-site walkthroughs with the site hosts to acquire and/or verify site information.

CSE will:

1. Obtain site host signature on Acknowledgement and Release form;
2. Interview site host decision makers to gain access to site specific information and gather installation project goals, requirements, restrictions and other information related to the installation process;
3. Review recent electricity bills/rates and conduct electric profile analysis of before and how electric bills and rates may look like after electric vehicle use. Identify any required rate changes or potential optimizations;
4. Review physical site specific information (provided by host site or collected by CSE during site walkthrough) which may affect EVCS hosting capabilities (e.g., utility service voltage, panel capacity, potential parking locations, site accessibility, ADA requirements); and
5. Develop summary report for each assessment.

**Deliverables:** Each participating MUD will receive an assessment summary report containing the following information:

a. A description of the assessment process;

b. A summary of stated project goals and requirements, the current electricity use and costs and relevant physical site characteristics;

c. Recommended EVCS installation solution including:
   - Power point of connection
   - EVCS quantity and location, including ADA accessible spaces if needed
• EVCS layout specifics (e.g., stenciling, signage)
• Recommended EVCS power levels (i.e., EVCS level 1, level 2 stations)

d. EVCS installation rough cost estimate and ownership model recommendations to inform an EVCS installation.

e. Financial evaluation of recommended EVCS solution(s) for the facility including potential rate changes, current and anticipated electric utility costs, identification of financial incentives, breakout of estimated capital costs, and applicable or recommended electric utility tariffs; and

f. Appendices with any applicable supporting documentation.

Completion of Task 2.1 assumes SCP is responsible for the following:

1. Identification of the forty (40) sites who have completed the whole building energy efficiency program, selecting only those that have shown interest in EVCS technical assistance services, paired with the incentive program, and have shown willingness to commit required resources (i.e., energy usage data, access to property, engagement in the process, project manager) necessary for EVCS assessments; and

2. Providing CSE with an introduction to and names and contact information of key points of contact (i.e., decision makers) as well as basic relevant site information (i.e., site location, site type).

**Task 2.2 New Whole Building Energy Efficiency Program Projects – Technical Assessments**

For projects entering the Whole Building Energy Efficiency Program, this task includes working with energy efficiency raters and/or property managers to gather the necessary information to assess feasibility of EVCS installations. A majority of the assessment will be a ‘desktop’ assessment with information gathered via efficiency raters and/or property managers. This task will include technical assessment at approximately ten (10) MUD sites each year.

CSE will:

2. Provide up to two (2) in-person training workshops per year to equip energy raters with the necessary tools to gather sufficient data enabling CSE to perform the desktop assessments.

3. Provide high-level support (i.e. answer questions on data needs, provide direction for complex site visits, etc.)

4. Conduct up to four (4) on-site walkthroughs per year to verify assessment information including collecting any relevant equipment drawings (i.e., single-line diagrams) and verify equipment condition. CSE encourages the raters to join the site walk throughs;

5. Identify potential EVCS equipment and providers which have specifications and business models that best meets the MUDs needs and SCP’s project goals;
6. Develop a one-to two-page general charging usage policy document based on project goals; and

7. CSE will coordinate and collaborate with energy efficiency program teams and the PG&E EV Charge team to develop language for inclusion in the assessment summary report. CSE will draft language for input and up to one round of revisions based on feedback.

**Deliverables:** Each participating MUD will receive an assessment summary report containing the following information:

- a. A description of the assessment process;
- b. A summary of stated project goals and requirements, the current electricity use and costs and relevant physical site characteristics;
- c. Recommended EVCS installation solution including:
  - Power point of connection
  - EVCS quantity and location, including ADA accessible spaces if needed
  - EVCS layout specifics (e.g., stenciling, signage)
  - Recommended EVCS power levels (i.e., EVCS level 1 vs level 2 stations)
- d. EVCS installation rough cost estimate, available rebates (including PG&E EV Charge if applicable), and ownership model recommendations to inform an EVCS installation.
- e. Financial evaluation of recommended EVCS solution(s) for the facility including potential rate changes, current and anticipated electric utility costs, identification of financial incentives, breakout of estimated capital costs, and applicable or recommended electric utility tariffs; and
- f. Appendices with any applicable supporting documentation.

Completion of Task 2.2 assumes SCP is responsible for the following:

1. Identifying potential MUD participants and providing contact information to CSE.
2. Providing detailed energy usage data (with appropriate Non-Disclosure Agreement in place); and
3. Specifying any SCP incentives for the project, if applicable.

**Task 3: MUD EVCS Incentive Design**

The Center for Sustainable Energy (CSE) proposes to design an incentive program tailored to effectively, efficiently and equitably support the installation of EVCS specifically at smaller sized MUDs in SCP service territory that do not otherwise qualify for EV charging incentives offered by other entities such as PG&E’s EV Charge incentive program. A successfully designed MUD EVCS incentive program, tailored to SCP service territory, will both supplement and complement state and federal incentives.

Components of the incentive program to be designed include: applicant eligibility criteria; incentive levels and types; scalability; additional equity features that maximize inclusiveness and access to the
program while supporting the overall goal of targeting smaller MUDs engaged and most likely to be induced into installing EV charging on their properties by the incentives. This task does not include administration, integrated rebate processing systems; program transparency, or evaluation. Incentive design program evaluation will be discussed in Task 4 MUD EVCS Evaluation in a separate contract once program design is refined.

The design phase will be completed in no more than four (4) months, starting with a kick-off meeting with SCP staff to discuss project objectives and associated evaluation metrics. During the design phase, CSE will conduct interviews with property managers of small MUDs to understand their motivations for and barriers to installing EVCS. MUDs will be chosen for interviews with the intention of covering a sample representative of local ownership and property management structures and resident demographics. CSE also will leverage SCP’s pending workplace project Technical Assistance Program project as practical, incentive best practices, relevant literature on MUD EV charging, local EVCS programs and local MUD building stock. The result of this phase will be two to three options for SCP to select one as the EVCS incentive program which will be fully designed, complete with an implementation plan. This Incentive Design Report will summarize the research findings and recommend program design dimensions, including eligibility (e.g., MUD property owner), incentive targets (e.g., MUD property owners/managers), incentive levels and incentive types (e.g., across-the-board or progressive based upon MUD size, funding for installation) and data collection needs (to inform evaluation efforts; see below).

Budget

This is a time and materials contract, based on a not-to-exceed (NTE) budget of $158,500. CSE will invoice SCP monthly, reflecting services performed and expenses. The invoices will include a detailed description of the charges by category including labor, materials, equipment, supplies and miscellaneous expenses. Table 1 is an estimated budget broken down by Task. The budget allocation by Task may be subject to change but the total budget will not change. These budgets are based on CSE’s 2017 compensation rate schedule as outlined below in Table 2. CSE reserves the right to increase labor rates on an annual basis by no more than 3% per year for the duration of the contract term based upon changes to the operating budget.

<table>
<thead>
<tr>
<th>Description</th>
<th>Approximate NTE</th>
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<tr>
<td>Task 1: Project Management</td>
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<td>Task 2.1: Completed Whole Building Efficiency Sites</td>
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<td>Task 2.2: New Whole Building Energy Efficiency Sites</td>
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<td>Task 3: MUD EVCS Incentive Design</td>
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<td>TOTAL</td>
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Table 2: CSE 2017 Compensation Rate Sheet

[Table image]
### Labor Category and Fully Loaded Hourly Rates

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<th>Labor Category</th>
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<td>Research &amp; Analysis, Assistant Director</td>
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<tr>
<td>Research &amp; Analysis, Research Analyst II</td>
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<td>Research &amp; Analysis, Research Assistant</td>
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<td>Programs, Principal Advisor</td>
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<td>Engineering, Associate Director</td>
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<tr>
<td>Research &amp; Analysis, Jr. Research Analyst</td>
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### Schedule

#### Year 2 Task

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<th>Task 2</th>
<th>MUD EVCS TAP</th>
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<tr>
<td>2.1</td>
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<td>2.2</td>
<td>New WBEE Program – Technical Assistance</td>
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<th>Task 3</th>
<th>MUD EVCS Incentive Design Consultation</th>
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<th>Task 4</th>
<th>MUD EVCS Incentive Evaluation – separate contract</th>
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### Schedule Details:
Timing of Year 2 tasks are contingent on the success and results of Task 2.1 and Task 3.

### Not Included in this Scope

Tasks that are considered outside the scope include the following:

a. Detailed cost-benefit or performance analysis of other energy project opportunities;
b. Producing engineering design or construction drawings;
c. Marketing and outreach efforts or events to solicit program participants;
d. Customized multifamily EV charging/usage policies;
g. Tenant surveys.
h. Program Evaluation, Measurement and Verification (EM&V) which is anticipated to be included in a separate contract once program design is refined
AGREEMENT FOR PROFESSIONAL SERVICES –
SONOMA CLEAN POWER MULTIFAMILY CLEAN CHARGE
PROGRAM SUPPORT

This Agreement for Professional Services – Sonoma Clean Power Zero Net Energy Program Support (“Agreement”), dated as of September 21, 2017 (“Effective Date”) is made by and between the Sonoma Clean Power Authority (“SCPA”), a California joint powers authority, and the Center for Sustainable Energy (“Consultant”), a California nonprofit. 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. **Staffing and Coordination**: Consultant shall cooperate, and closely coordinate, with SCPA staff in providing all services under this Agreement. Primary coordination shall be through SCPA’s Program Manager, Rachel Kuykendall. Key Staff for Consultant will be Monica Kling and Andy Hoskinson.
4. **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. Time spent in .25 hour increments

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

   a. Fees based on Fee Schedule as set forth in Exhibit A.
   b. Reimbursable expenses must be pre-approved by SCPA.

5. **Term of the Agreement:** The initial term of this Agreement shall be from the Effective Date to December 31, 2018, unless terminated pursuant to Section 6 or amended by a written, executed amendment to the Agreement. Consultant understands and agrees that funding for individual tasks under this Agreement after July 1, 2018 is subject to approval by SCPA’s Board of Directors of a budget including such funding, and that SCPA may terminate individual tasks pursuant to Section 6 below if such funding is not approved.

6. **Termination:** Notwithstanding any other provision of this Agreement, at any time and without cause, SCPA shall have the unequivocal right to terminate this Agreement by giving thirty (30) calendar days written notice to Consultant. 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), 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 will indemnify SCPA from all claims, demands or liabilities arising out of or resulting from Consultant’s negligent acts or omissions or willful misconduct in the performance of Consultant’s obligations under this Agreement, excepting any claims, demands, or liability caused solely (as between SCPA and Consultant) by the fault or negligence of, or by the willful misconduct of SCPA and SCPA’s agents, employees, representatives, officers, and servants (with the exception of Consultant). The indemnification shall include reasonable attorney fees. Legal counsel shall be selected by SCPA, subject to the approval of Consultant. Consultant’s approval of legal counsel shall not be unreasonably withheld. SCPA shall promptly notify Consultant of any adverse claims and cooperate with Consultant and its agents and attorneys in the investigation and management of such claims, including claims arising out of Consultant’s negligence.

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. 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 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.

      1. 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.

2. 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.

3. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

4. 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 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/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. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best’s rating of at least A: VII.

f. The Certificate of Insurance must include the following reference: Sonoma Clean Power Authority.
g. 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.

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

i. 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.

j. Consultant shall provide SCPA immediate written notice if:
   1. any of the required insurance policies are terminated;
   2. the limits of any of the required policies are reduced; or
   3. the deductible or self-insured retention is increased.

k. Upon written request, certified copies of required insurance policies must be provided within thirty (30) calendar days.

l. Consultant's indemnity and other obligations shall not be limited by these insurance requirements.

9. **Status of Consultant:** Consultant, in performing the services under this Agreement, shall act as an independent contractor and shall control the work and the manner in which it is performed. At no time shall Consultant work as an agent or employee of SCPA and at no time shall Consultant be entitled to participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits SCPA provides its employees. In the event SCPA exercises its right to terminate this Agreement pursuant to Section 6, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10. **No Suspension or Debarment:** Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any state or federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
11. **Taxes**: Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. 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**: Contractor shall comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement.

15. **Nondiscrimination**: Without limiting any other provision of this Agreement, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race,
color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by reference.

16. **Confidentiality, Ownership and Disclosure of Work Product:** All information obtained by Consultant under this Agreement shall be deemed confidential (“Confidential Information”). Unless SCPA provides written permission, Consultant is compelled by a court of law or regulatory agency, or Consultant obtained Confidential Information from a source or sources other than SCPA, Consultant shall not share Confidential Information with any other person or entity outside of SCPA staff and SCPA authorized representatives. Consultant further agrees to execute non-disclosure agreements related to protecting Confidential Information as requested by SCPA. Provisions related to Confidential Information shall survive expiration or termination of the Agreement for a period of five (5) years. All reports, original drawings, graphics, plans, studies, and other data or documents (“Documents”), in whatever form or format, produced by Consultant or Consultant’s subcontractors, consultants, and other agents within the term and scope of this Agreement shall be the property of SCPA. SCPA shall be entitled to immediate possession of such Documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SCPA all such Documents, which have not already been provided to SCPA in such form or format, as SCPA deems appropriate. Such Documents shall be and will remain the property of SCPA without restriction or limitation.

17. **Assignment and Delegation:** Parties shall not assign, delegate, sublet, or transfer any interest in, or duty under, this Agreement without the prior written consent of the other.

18. **Written Communications:** All written communications, including notices, bills and payments, may be made via electronic mail or to the following addresses:

   TO: SCPA: Sonoma Clean Power Authority
   Attn: Contract Administration
   50 Santa Rosa Avenue, 5th Floor
19. **No Waiver of Breach:** The waiver by SCPA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

20. **Construction:** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The Parties agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The Parties acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one Party in favor of the other. Parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

21. **Consent:** Wherever in this Agreement the consent or approval of one Party is required to an act of the other Party, such consent or approval shall not be unreasonably withheld or delayed.

22. **No Third Party Beneficiaries:** Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in third parties.

23. **Applicable 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:** 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.

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. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.

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.
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.

Consultant

Date: ____________________________

Sonoma Clean Power Authority:

By: ______________________________
   Geof Syphers
   Chief Executive Officer
Date: ____________________________

APPROVED AS TO FORM FOR SCPA:

By: ______________________________
   General Counsel
Date: ____________________________
Exhibit A

BACKGROUND/OBJECTIVES

Multi-unit Dwelling/Multifamily (MUD) property owners and managers evaluating whether to install and host electric vehicle (EV) charging face many challenges - questions about siting and permitting, installation costs, equipment utilization, electric rates, bill impacts, ownership and operation responsibilities, determining protocols for plug-sharing among residents, and understanding current incentives for electric vehicle charging stations (EVCS). While network EVCS providers and contractors can help potential site hosts with some of these issues, they are often unequipped and/or uninterested in dealing with the full range of issues. Additionally, many EV charging incentive and funding programs for MUDs, such as PG&Es EV Charge, require large numbers of charging stations per installation, thereby eliminating the opportunity for smaller MUDs to participate. Given these limitations, technical assistance combined with an incentive is desirable to support the expansion of EVCS infrastructure at smaller MUDs in Sonoma Clean Power (SCP) service territory.

The Center for Sustainable Energy (CSE) agrees to provide services supporting a MUD EVCS Technical Assistance Project (or “MUD EVCS TAP”), a targeted effort to provide MUD customers in SCP service territory with customized analysis and engineering support in evaluating the potential costs and benefits of hosting electric vehicle charging at their properties.

CSE will provide technical assistance to MUDs identified by SCP. SCP anticipates up to forty (40) sites that have completed the Whole Building Energy Efficiency Program would be targeted for the first round of MUD EVCS TAP. To leverage work on new properties entering the Whole Building Energy Efficiency Program, such as minimizing disturbances to property managers and reducing administrative costs for site visits, SCP anticipates that during the second round of the MUD EVCS TAP, energy efficiency raters would gather the necessary electrical information and physical site characteristics while onsite completing the energy efficiency site assessment. The raters would then funnel the data to CSE. Using the data CSE would complete the EVCS Technical Assessment.

This Scope of Work also includes training raters on how to gather technical data related to EVCSs and technical assessments. An additional task covering an incentive program design has been included.

CONTACT INFORMATION

Name and contact information of primary contact for this contract:

Shelly Murphy, Senior Director, Programs
shelly.murphy@energycenter.org;
(858) 633-1396
9325 Sky Park Ct. Suite 100, San Diego, CA 92123
TASKS

**Task 1: Project Administration**

*Task 1.1: Project Kick-off meeting*
CSE shall conduct a project kick-off meeting within ten (10) business days from the contract execution date. CSE shall coordinate with SCP’s Project Manager to arrange the meeting at a mutually convenient time and place; a virtual meeting will be conducted to expedite the process and minimize project administrative costs. The purpose of this meeting shall be to finalize the strategies for accomplishing the objectives of this work. Prior to the meeting, CSE shall submit a draft agenda to SCP’s Project Director for review and addition of agenda items. In a timely manner, CSE shall submit to SCP’s Project Manager a brief memo summarizing the issues discussed and decisions made, if any, during this meeting.

**Deliverable:** A brief report summarizing the project kickoff meeting.

*Task 1.2: Project Reporting*
CSE shall submit periodic progress reports/memos, no less frequently than monthly, to SCP’s Project Manager no later than the 15th of the month following each reporting period. The Progress Reports shall include information on the following subjects in the order indicated, with appropriate explanation and discussion:

a) Title of the project.
b) Reporting period.
c) Project progress including a summary of progress and results from all tasks carried out in the covered period.
d) Planned work for the next reporting period.
e) Identification of problems.
f) Planned or proposed solutions to identify problems described in (e) above.
g) Ability to meet schedule, reasons for slippage in schedule.
h) Schedule - percentage completed and projected percentage of completion of performance by calendar quarter - may be presented as a bar chart or milestone chart.
i) Budget - analysis of actual costs incurred in relation to the budget.

**Deliverables:** Periodic Progress Reports delivered via email to SCP Project Manager.

*Task 1.3 Project Completion Meeting*
CSE shall conduct a project completion meeting within fifteen (15) business days from the submission of the final deliverable. CSE shall coordinate with SCP Project Manager to arrange the meeting at a mutually convenient time and place; a virtual meeting may be conducted to expedite the process and minimize project administrative costs.
**Task 2: MUD EVCS Technical Assistance**

The following tasks summarize EVCS technical assistance for MUD property owners who have a demonstrated interest to install EVCS at their property and participate in the EVCS incentive program. For sites that have completed the whole building energy efficiency program, Task 2.1 will include outreach to approximately forty (40) sites and subsequent technical assessments of approximately twenty (20) sites to evaluate eligibility for incentive program. Task 2.2 will include technical assessments of approximately twenty (20) sites for sites entering the whole building energy efficiency program.

**Task 2.1 Completed Whole Building Energy Efficiency Program Projects**

The technical assessment will provide CSE the necessary information to assess feasibility of EVCS installations at MUD sites. CSE will assess approximately twenty (20) potential site host locations. A majority of the assessment will be a ‘desktop’ assessment with information gathered via virtual meetings and information exchange between CSE staff and appropriate site host points of contact. If feasible and necessary, CSE will schedule up to four (4) on-site walkthroughs with the site hosts to acquire and/or verify site information.

CSE will:

1. Obtain site host signature on Acknowledgement and Release form;
2. Interview site host decision makers to gain access to site specific information and gather installation project goals, requirements, restrictions and other information related to the installation process;
3. Review recent electricity bills/rates and conduct electric profile analysis of before and how electric bills and rates may look like after electric vehicle use. Identify any required rate changes or potential optimizations;
4. Review physical site specific information (provided by host site or collected by CSE during site walkthrough) which may affect EVCS hosting capabilities (e.g., utility service voltage, panel capacity, potential parking locations, site accessibility, ADA requirements); and
5. Develop summary report for each assessment.

**Deliverables:** Each participating MUD will receive an assessment summary report containing the following information:

a. A description of the assessment process;

b. A summary of stated project goals and requirements, the current electricity use and costs and relevant physical site characteristics;

c. Recommended EVCS installation solution including:
   - Power point of connection
   - EVCS quantity and location, including ADA accessible spaces if needed
• EVCS layout specifics (e.g., stenciling, signage)
• Recommended EVCS power levels (i.e., EVCS level 1, level 2 stations)

d. EVCS installation rough cost estimate and ownership model recommendations to inform an EVCS installation.

e. Financial evaluation of recommended EVCS solution(s) for the facility including potential rate changes, current and anticipated electric utility costs, identification of financial incentives, breakout of estimated capital costs, and applicable or recommended electric utility tariffs; and

f. Appendices with any applicable supporting documentation.

Completion of Task 2.1 assumes SCP is responsible for the following:

1. Identification of the forty (40) sites who have completed the whole building energy efficiency program, selecting only those that have shown interest in EVCS technical assistance services, paired with the incentive program, and have shown willingness to commit required resources (i.e., energy usage data, access to property, engagement in the process, project manager) necessary for EVCS assessments; and

2. Providing CSE with an introduction to and names and contact information of key points of contact (i.e., decision makers) as well as basic relevant site information (i.e., site location, site type).

Task 2.2 New Whole Building Energy Efficiency Program Projects – Technical Assessments

For projects entering the Whole Building Energy Efficiency Program, this task includes working with energy efficiency raters and/or property managers to gather the necessary information to assess feasibility of EVCS installations. A majority of the assessment will be a ‘desktop’ assessment with information gathered via efficiency raters and/or property managers. This task will include technical assessment at approximately ten (10) MUD sites each year.

CSE will:

2. Provide up to two (2) in-person training workshops per year to equip energy raters with the necessary tools to gather sufficient data enabling CSE to perform the desktop assessments.

3. Provide high-level support (i.e. answer questions on data needs, provide direction for complex site visits, etc.)

4. Conduct up to four (4) on-site walkthroughs per year to verify assessment information including collecting any relevant equipment drawings (i.e., single-line diagrams) and verify equipment condition. CSE encourages the raters to join the site walk throughs;

5. Identify potential EVCS equipment and providers which have specifications and business models that best meets the MUDs needs and SCP’s project goals;
6. Develop a one-to two-page general charging usage policy document based on project goals; and
7. CSE will coordinate and collaborate with energy efficiency program teams and the PG&E EV Charge team to develop language for inclusion in the assessment summary report. CSE will draft language for input and up to one round of revisions based on feedback.

**Deliverables:** Each participating MUD will receive an assessment summary report containing the following information:

- A description of the assessment process;
- A summary of stated project goals and requirements, the current electricity use and costs and relevant physical site characteristics;
- Recommended EVCS installation solution including:
  - Power point of connection
  - EVCS quantity and location, including ADA accessible spaces if needed
  - EVCS layout specifics (e.g., stenciling, signage)
  - Recommended EVCS power levels (i.e., EVCS level 1 v level 2 stations)
- EVCS installation rough cost estimate, available rebates (including PG&E EV Charge if applicable), and ownership model recommendations to inform an EVCS installation.
- Financial evaluation of recommended EVCS solution(s) for the facility including potential rate changes, current and anticipated electric utility costs, identification of financial incentives, breakout of estimated capital costs, and applicable or recommended electric utility tariffs; and
- Appendices with any applicable supporting documentation.

Completion of Task 2.2 assumes SCP is responsible for the following:

1. Identifying potential MUD participants and providing contact information to CSE.
2. Providing detailed energy usage data (with appropriate Non-Disclosure Agreement in place); and
3. Specifying any SCP incentives for the project, if applicable.

**Task 3: MUD EVCS Incentive Design**

The Center for Sustainable Energy (CSE) proposes to design an incentive program tailored to effectively, efficiently and equitably support the installation of EVCS specifically at smaller sized MUDs in SCP service territory that do not otherwise qualify for EV charging incentives offered by other entities such as PG&E’s EV Charge incentive program. A successfully designed MUD EVCS incentive program, tailored to SCP service territory, will both supplement and complement state and federal incentives.

Components of the incentive program to be designed include: applicant eligibility criteria; incentive levels and types; scalability; additional equity features that maximize inclusiveness and access to the
program while supporting the overall goal of targeting smaller MUDs engaged and most likely to be induced into installing EV charging on their properties by the incentives. This task does not include administration, integrated rebate processing systems; program transparency, or evaluation. Incentive design program evaluation is discussed in Task 4 MUD EVCS Evaluation.

The design phase will be completed in no more than four (4) months, starting with a kick-off meeting with SCP staff to discuss project objectives and associated evaluation metrics. During the design phase, CSE will conduct interviews with property managers of small MUDs to understand their motivations for and barriers to installing EVCS. MUDs will be chosen for interviews with the intention of covering a sample representative of local ownership and property management structures and resident demographics. CSE also will leverage SCP’s pending workplace project Technical Assistance Program project as practical, incentive best practices, relevant literature on MUD EV charging, local EVCS programs and local MUD building stock. The result of this phase will be two to three options for SCP to select one as the EVCS incentive program which will be fully designed, complete with an implementation plan. This Incentive Design Report will summarize the research findings and recommend program design dimensions, including eligibility (e.g., MUD property owner), incentive targets (e.g., MUD property owners/managers), incentive levels and incentive types (e.g., across-the-board or progressive based upon MUD size, funding for installation) and data collection needs (to inform evaluation efforts; see below).

Budget
This is a time and materials contract, based on a not-to-exceed (NTE) budget of $158,500. CSE will invoice SCP monthly, reflecting services performed and expenses. The invoices will include a detailed description of the charges by category including labor, materials, equipment, supplies and miscellaneous expenses. Table 1 is an estimated budget broken down by Task. The budget allocation by Task may be subject to change but the total budget will not change. These budgets are based on CSE’s 2017 compensation rate schedule as outlined below in Table 2.

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Approximate NTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Project Management</td>
<td>$38,000</td>
</tr>
<tr>
<td>Task 2.1: Completed Whole Building Efficiency Sites</td>
<td>$55,500</td>
</tr>
<tr>
<td>Task 2.2: New Whole Building Energy Efficiency Sites</td>
<td>$40,500</td>
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<tr>
<td>Task 3: MUD EVCS Incentive Design</td>
<td>$24,500</td>
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<tr>
<td>TOTAL</td>
<td>$158,500</td>
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Table 2: CSE 2017 Compensation Rate Sheet

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<tr>
<th>Labor Category</th>
<th>Fully Loaded Hourly Rates</th>
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<tbody>
<tr>
<td>Research &amp; Analysis, Assistant Director</td>
<td>$171</td>
</tr>
<tr>
<td>Research &amp; Analysis, Research Analyst II</td>
<td>$128</td>
</tr>
<tr>
<td>Position</td>
<td>Salary</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Research &amp; Analysis, Jr. Research Analyst</td>
<td>$95</td>
</tr>
<tr>
<td>Research &amp; Analysis, Research Assistant</td>
<td>$64</td>
</tr>
<tr>
<td>Programs, Manager III</td>
<td>$141</td>
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<tr>
<td>Programs, Principal Advisor</td>
<td>$190</td>
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<tr>
<td>Marketing, Public Relations Specialist/Copywriter II</td>
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<tr>
<td>Programs, Director</td>
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<tr>
<td>Programs, Associate II</td>
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<tr>
<td>Engineering, Engineer III</td>
<td>$141</td>
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<tr>
<td>Engineering, Associate Director</td>
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<td>Engineering, Engineer III</td>
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<td>Programs, Senior Manager II</td>
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<tr>
<td>Programs, Manager II</td>
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<tr>
<td>Programs, Assistant Manager II</td>
<td>$105</td>
</tr>
<tr>
<td>Research &amp; Analysis, Jr. Research Analyst</td>
<td>$95</td>
</tr>
</tbody>
</table>

Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Project Management and Project Reporting</td>
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<tr>
<td>1.1 Project</td>
<td>Project Kick-off Meeting</td>
<td>1</td>
</tr>
<tr>
<td>1.2 Project</td>
<td>Project Reporting</td>
<td>1</td>
</tr>
<tr>
<td>1.3 Project</td>
<td>Project Completion Meeting</td>
<td>1</td>
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<td>Task 2</td>
<td>MUD EVCS TAP</td>
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<td>2.1</td>
<td>Completed WBEE Program – Technical</td>
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<td>2.2</td>
<td>New WBEE Program – Technical Assistance</td>
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<tr>
<td>Task 3</td>
<td>MUD EVCS Incentive Design Consultation</td>
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<tr>
<td>Task 4</td>
<td>MUD EVCS Incentive Evaluation</td>
<td>1</td>
</tr>
</tbody>
</table>

*Timing of Year 2 tasks are contingent on the success and results of Task 2.1 and Task 3.*

**Not Included in this Scope**

- Detailed cost-benefit or performance analysis of other energy project opportunities;
- Producing engineering design or construction drawings;
- Marketing and outreach efforts or events to solicit program participants;
- Customized multifamily EV charging/usage policies;
- Tenant surveys.

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h. Program Evaluation, Measurement and Verification (EM&V) which is anticipated to be included in a separate contract once program design is refined