### County of Sonoma

#### Agenda Item

**Summary Report**

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**Clerk of the Board**

575 Administration Drive  
Santa Rosa, CA 95403

**To:** Board of Directors, Sonoma County Water Agency

**Board Agenda Date:** April 14, 2015  
**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Water Agency

**Staff Name and Phone Number:**  
Cordel Stillman  
547-1953

**Supervisory District(s):** All

**Title:** Sonoma Clean Power Authority Technical Support

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**Recommended Actions:**

a) Authorize Chair to execute an agreement with Sonoma Clean Power Authority for Sonoma County Water Agency to provide technical support for the amount not to exceed $150,000; agreement terminates on June 30, 2016; consistent with other agreements, authorize the General Manager to terminate or amend this agreement in ways that do not increase amount paid or significantly change the scope of work or length of the agreement.

b) Authorize the General Manager to execute any required non-disclosure agreement (NDA) in a form approved by County Counsel.

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**Executive Summary:**

**HISTORY OF ITEM/BACKGROUND**

The Sonoma County Water Agency (Water Agency) has experience in renewable energy projects, renewable energy programs, energy conservation, load and grid analysis, and California energy policy issues generally. The head of the Water Agency’s energy group, Cordel Stillman, was a key and critical participant in the formation and launch of Sonoma Clean Power Authority (Authority), and is recognized state-wide as an expert on community choice aggregation development and formation. The Authority previously approved the first amended agreement between the Water Agency and the Authority for $100,000 with a term end of June 30, 2015. Under this agreement, the Water Agency provided services to develop a local renewable resource plan, provide information to other potential community choice aggregators, research potential programs and projects, assist with a dynamic risk assessment tool, and provide other requested as-needed services. $90,000 has been invoiced to the Authority under this agreement to date. The Authority desires to enter into a new agreement with the Water Agency to provide continued technical support to the Authority, as needed, to further the development of Authority programs and initiatives.

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Revision No. 20140617-1
SERVICES TO BE PERFORMED

Under the proposed agreement, the Water Agency will provide technical support to the Authority.

Services to be provided under the agreement include:

1. Providing technical services relating to the development of new local renewable energy projects
2. Providing assistance and advice to other jurisdictions that are considering implementing community choice aggregation programs
3. Advising Authority staff on technical issues relating to potential energy storage and demand response programs
4. Assisting Authority staff to implement energy conservation programs, including programs that focus on the “energy-water” nexus

Under the agreement, the Water Agency will bill Authority for services at the same rates that the Water Agency allocates to its internal projects and programs up to a maximum of $150,000. This means that the Water Agency is recovering its actual costs of providing services to Authority, with no mark-up. The agreement terminates on June 30, 2016.

REQUEST FOR WATER AGENCY GENERAL MANAGER AUTHORITIES

Authority to Execute Non-Disclosure Agreement:

Because the Water Agency will provide this technical support for the Authority that may require the use of customer data and confidential information, the Water Agency is required to enter into a non-disclosure agreement with the Authority. Staff recommends that the Water Agency's General Manager be authorized to execute any required non-disclosure agreement in a form approved by County Counsel.

Amendment Authority:

The standard template used for professional services agreements includes the following language, “Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Water Agency's General Manager in a form approved by County Counsel.” Since the subject agreement was prepared by the Authority using its form, this language is not included. Therefore, staff requests that the Water Agency's General Manager be authorized to amend the agreement, if appropriate, in keeping with standard protocol.

Termination Authority:

The standard templates used by Water Agency include the following language, “Authority to Terminate: Water Agency’s right to terminate may be exercised by Water Agency’s General Manager.” Since the agreement was prepared by the Authority using its form, this language is not included. Therefore, staff requests that the Water Agency's General Manager be authorized to terminate the agreement, if appropriate, in keeping with standard protocol.

Prior Board Actions:

06/17/14:  Approved first amended agreement between Water Agency and Sonoma Clean Power Authority to provide more focused scope of work and decrease the amount of revenue provided to the Water Agency. Cost $100,000 per year; term end June 30, 2015.

04/22/13:  Authorized Water Agency to implement Sonoma Clean Power Authority; Authorized Services
and Reimbursement Agreement between Sonoma Clean Power Authority and Water Agency; term end June 30, 2015.

**Strategic Plan Alignment**  
Goal 3: Invest in the Future

The Agreements support the County’s Greenhouse Gas reduction goals.

Water Agency Energy Goals and Strategies, Goal 2: Pursue funding and development of renewable energy projects of broad regional benefit to generate revenue, lower county-wide emissions profile, and reduce long term rate exposure risk to consumers.

### Fiscal Summary - FY 14-15

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Funding Source(s)</th>
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</thead>
<tbody>
<tr>
<td>Budgeted Amount</td>
<td>Water Agency Gen Fund $</td>
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<tr>
<td>Add Appropriations Req'd.</td>
<td>State/Federal $</td>
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<tr>
<td>$</td>
<td>Fees/Other $</td>
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<tr>
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<td>Contingencies $</td>
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<tr>
<td>$</td>
<td>Reimbursement $</td>
</tr>
<tr>
<td><strong>Total Expenditure</strong></td>
<td><strong>Total Sources</strong> $</td>
</tr>
<tr>
<td>$ 150,000</td>
<td>$ 150,000</td>
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</tbody>
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**Narrative Explanation of Fiscal Impacts (If Required):**

Additional appropriations are required in FY14-15. With Board approval, appropriations will be made in the Sustainability Fund in the next quarterly Consolidated Budget Adjustment. Expenditures will be reimbursed by the Sonoma Clean Power Authority.

### Staffing Impacts

<table>
<thead>
<tr>
<th>Position Title (Payroll Classification)</th>
<th>Monthly Salary Range (A – I Step)</th>
<th>Additions (Number)</th>
<th>Deletions (Number)</th>
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</thead>
<tbody>
<tr>
<td>N/A</td>
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</table>

**Narrative Explanation of Staffing Impacts (If Required):**

### Attachments:

Agreement for technical support; Non-Disclosure Agreement

**Related Items “On File” with the Clerk of the Board:**