

## VALLEY CLEAN ENERGY ALLIANCE

### Staff Report – Item 13

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**TO:** Board of Directors

**FROM:** Mitch Sears, Executive Officer  
Rebecca Boyles, Director of Customer Care and Marketing  
Yvonne Hunter, Legislative and Project Specialist

**DATE:** July 11, 2024

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#### **RECOMMENDATION**

Approve proposed Memorandum of Understanding between VCE and Cool Davis.

#### **BACKGROUND/ANALYSIS**

##### **What is Cool Davis?**

[Cool Davis](#) is a non-profit, volunteer based organization founded in 2010. Its mission is to work to create enduring community resilience through equitable and inclusive strategies that lower greenhouse gas (GHG) emissions and help the region adapt to a changing climate. Cool Davis has been conducting outreach and developing programs to encourage households to take action on energy conservation, energy efficiency and home electrification since its inception.

Examples of past Cool Davis resource materials and workshops have included topics such as helping homeowners navigate decisions to install rooftop solar, understanding options for home energy efficiency, assessing when to repair or replace home heating and cooling systems, financing home energy efficiency upgrades and working with energy efficiency contractors.

Its [Cool Solutions](#) web-based resource materials provide easy-to-understand information for homeowners wanting to save energy and reduce greenhouse gas emissions.

##### **Communities Beyond Davis**

Cool Davis's free materials, support, and advice is available to all households regardless of location, with an estimated 10-15% being non-Davis households.

Beyond Davis, Cool Davis has participated in all regional climate collaborative efforts since 2010 including the Yolo County Climate Compact, Capitol Regional Climate Collaborative, Yolo Resiliency Collaborative Stakeholder Workshops 1&2, and the Yolo Climate Emergency Coalition. Cool Davis is a partner in the Yolo Climate Resilience Collaborative Planning Group.

Cool Davis has a contract with Yolo County to conduct outreach and provide input to the Yolo County Climate Action and Adaptation Plan (YoloCAAP) and is starting conversations with other communities (such as Winters) about how best to offer programs related to those communities and their unique neighborhood-specific needs.

More recently, Cool Davis has undertaken a revision and rebranding of its name, programs, materials and messaging to better address unique local priorities in order to serve vulnerable, underserved and low-income neighborhoods and communities. The new name and rebranded identity will reflect a broader, Yolo County, reach than the existing Cool Davis brand.

### **Time for More Formal Collaboration Between VCE and Cool Davis**

For several years, VCE and Cool Davis have talked about how to accomplish shared goals by fostering closer collaboration. While VCE has participated in and co-sponsored several past Cool Davis events, no formal working relationship has existed. Workshops, resource materials and consulting services offered by Cool Davis are high-quality and serve audiences well.

To address the desire for a more formal relationship, VCE and Cool Davis have developed a Memorandum of Understanding that would be used to guide the formal collaboration. To proceed with a formal collaboration, VCE staff sees it as essential that Cool Davis rebrand its “Davis-centric” reputation in a way that resonates throughout VCE’s wider service territory. Cool Davis is beginning to offer more programs outside of Davis, and because VCE stressed the importance of such rebranding as part of the MOU discussions, Cool Davis is undergoing a rebranding effort that will enable it to be a resource for all of Yolo County.

The types of collaborative projects envisioned emphasize activities that would relate to VCE’s strategic plan as well as Cool Davis’s strategic plan. Funding sources might include VCE contributions, joint grants and other sources. While specific individual projects would be agreed upon, designed and implemented together, example projects include the following:

- EE/HVAC Replacement – “Make a Plan” Workshops or Webinars – workshops or webinars designed specifically for, and offered in, Winters and Woodland. These could include low-income ERRO program activities as well as offering Electric Advisor (Concierge Service) services. (Note: VCE was a co-sponsor of two previous highly successful and well-received “Make a Plan” workshops/webinars designed and implemented by Cool Davis.)
- EV Adoption – e-bikes and cars:  
Buying an EV – things to know and consider (including understanding incentives and federal tax credits)
- Workshop or webinar on energy efficiency in rental properties aimed at real estate and rental property owners. These could also include (low-income) ERRO grant activities.

Initially, one project will be designed and implemented to test the process and make refinements as necessary. Staff will include budget, revenue sources, costs, timelines, and

participant responses in its evaluation of success. The CAC's Outreach and Programs Task Group will provide review and input in selecting the project. The CAC will receive periodic updates about projects, similar to updates it receives about other VCE programs.

In addition to formal "collaboration projects", VCE might also co-sponsor or become a partner in separate Cool Davis projects. This might include, for example, Cool Davis efforts related to resilient and climate ready neighborhoods.

The attached MOU includes details on how projects are to be developed, budgets, timelines, administration, information sharing, privacy, indemnification, and reporting to Cool Davis and VCE advisory committees and boards and the broader community. It also includes a provision related to Cool Davis rebranding for joint projects with VCE.

The Outreach and Programs Task Force of the CAC evaluated the proposed collaboration with Cool Davis and is supportive, provided that the collaboration extends into communities outside of Davis. At its last meeting, the CAC reviewed the concept and supported the idea of a more formal relationship. The CAC also encouraged the collaboration to support outreach and resources for low income and disadvantaged communities within VCE's territory.

VCE's legal counsel reviewed a draft MOU and made several suggested additions, which are included in the attached document.

#### **CONCLUSION**

Staff believes that pursuing a more formal working relationship with Cool Davis would benefit both VCE and Cool Davis, as well as the communities we both serve.

Staff recommends that the VCE Board approve the concept of collaboration with Cool Davis and approve the attached MOU. (Note: The Cool Davis board will also review and act upon the MOU.)

**ATTACHMENT:** VCE-Cool Davis Memorandum of Understanding

**Valley Clean Energy Alliance and Cool Davis  
Memorandum of Understanding**

[Placeholder for date approved by both organizations]

This is a Memorandum of Understanding (MOU) between the Valley Clean Energy Alliance<sup>1</sup> (Valley Clean Energy, or VCE), a Joint Powers Authority representing the Cities of Davis, Winters and Woodland and unincorporated Yolo County; and the Cool Davis Foundation (Cool Davis, also known as Cool Davis and the Cool Davis Coalition), a community service organization non-profit 501(c)3. (Tax ID #27-3056050). The effective date of the MOU is July 11<sup>th</sup>, 2024 through July 11<sup>th</sup>, 2026, a two-year term, with the option of a one-year extension.

Cool Davis's mission is to work to create enduring community resilience through equitable and inclusive strategies that lower greenhouse gas (GHG) emissions and help the region adapt to a changing climate. Cool Davis has been conducting outreach and developing programs to encourage households to take action on energy conservation, energy efficiency and home electrification since beginning their work in 2010. VCE's Mission is to deliver cost-competitive clean electricity, product choice, price stability, energy efficiency and greenhouse gas emission reductions.

The purpose of this MOU is to establish a framework for a working relationship between VCE and Cool Davis so that the two organizations may partner on projects of mutual interest in order to offer programs, resources and materials to residents and businesses within VCE's service territory.

This MOU sets forth the purpose, project framework, definitions and understandings concerning the relationship between VCE and Cool Davis. It includes a framework for designing and implementing agreed upon projects and allocation of funds for the projects by VCE and Cool Davis as they work together. It also includes guidance for both VCE and Cool Davis to provide co-sponsorship for each other's projects that are discrete activities, such as workshops, that are not joint partnership projects.

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<sup>1</sup> Valley Clean Energy Alliance, or VCE, is a joint-powers authority working to implement a state- authorized Community Choice Energy program. Participating VCE local governments include the cities of Davis, Winters and Woodland and the County of Yolo. VCE procures electricity on behalf of its residential, commercial, agricultural and industrial users in their areas. Customers may opt-out from receiving VCE procured electricity.

## 1. Purpose and Approach

- a. VCE and Cool Davis will work together to develop and implement agreed upon projects as partners to help build healthier and more resilient communities within the VCE service territory.
- b. Collaborative projects will generally focus on activities that emphasize sustainability, energy efficiency, resilient communities, renewable energy and reducing greenhouse gas emissions, as well as other topics mutually agreed upon by both organizations.
- c. VCE and Cool Davis will collaborate in ways that contribute to the missions of both organizations.
- d. Cool Davis and VCE will each designate an MOU manager to oversee the execution of the MOU. The manager may designate a primary staff contact within each organization to work on individual projects that are mutually agreed upon to implement this MOU and will coordinate internally with staff within each organization as necessary on collaborative projects/tasks.
- e. VCE and Cool Davis agree to share project information, such as number of attendees of a webinar, workshop or event, jurisdiction where the attendees reside, efforts to reach traditionally underserved communities, the number of website visits, and other information that may be readily available. However, no information shall be shared that does not conform to VCE's customer privacy policy and provisions of state law or comply with Cool Davis's data protection and privacy standards. Notwithstanding the above, it is understood that VCE is subject to the California Public Records Act and information gathered as part of the programs may be subject to disclosure. If a request under the California Public Records Act is made to view Cool Davis' confidential information, VCE shall notify Cool Davis of the request and the date that such records will be released to the requester unless Cool Davis obtains a court order enjoining that disclosure. If Cool Davis fails to obtain a court order enjoining that disclosure, VCE will release the requested information on the date specified.
- f. VCE and Cool Davis may jointly develop and use a co-branding protocol for marketing and implementation of collaborative projects, including but not limited to shared or adapted written materials, website resources and workshop materials. VCE and Cool Davis may not use the other party's logo or marks without the advance written permission of the other party.

## 2. Projects

- a. Cool Davis and VCE will work together to identify potential collaborative projects and evaluate if a project is viable.

- b.** Individual projects will be agreed upon by both organizations. In developing and implementing each project, VCE and Cool Davis will use the Project Description template (attached to this MOU). The agreed-upon project will be an amendment to this MOU.
- c.** A final project proposal will include information about goals, audience, roles for each organization (and potential partners), tasks, budget, financial and in-kind resources provided by Cool Davis and VCE and others, marketing plans and responsibilities, a timeline and evaluation protocol, as well as other relevant information.
- d.** Individual tasks for a project will be outlined in the Project Description and will identify responsibility for each task.
- e.** Individual projects will be approved based on the approval process of each organization. A party may choose to not approve a project in its sole discretion.
- f.** VCE and Cool Davis will share resources and funding to support the tasks in each project, as agreed upon in the Project Description.
- g.** Individual tasks for a project will be agreed upon by both organizations and may be canceled or modified upon mutual agreement.
- h.** The Project Description may include additional or modified indemnity, insurance or other terms, as appropriate for the project.

### **3. Ongoing MOU and Project Consultation and Communication**

- a.** VCE and Cool Davis shall consult regularly to implement this MOU and individual projects.
- b.** Consultation shall include, but not be limited to, sharing information and ideas about how best to implement a specific project, outreach and engagement strategies and activities, financial issues, including project budget, time allocations and expenditures, and project evaluation.
- c.** Cool Davis and VCE will periodically communicate information about project results to the public as well as to their members, advisory committees and governing boards.
- d.** Cool Davis and VCE may periodically provide written material that may be included in the other organization's newsletters. This may include information that is not part of an approved project. Each organization reserves the right to accept or reject or request a change in the written information provided.

### **4. Budgets and Funding and Sponsorship**

- a.** Projects Budgets and Funding

- i. VCE and Cool Davis shall agree on budgets and sources of funding for each project that is undertaken. Both VCE and Cool Davis may contribute funding for each project, as mutually agreed upon.
- ii. Funding sources for a project may include, but not be limited to the following: organization general fund, grant funding, or other revenue sources for each organization.
- iii. VCE and Cool Davis may also provide in-kind resources, volunteer involvement and may seek sponsorship funding and/or contributions from other partners.
- iv. The budget amounts for each project shall be specified in each Project Description, including allocation among tasks and funding sources.
- v. Cool Davis and VCE shall provide regular reporting regarding expenses and budget status, including a budget final report at the conclusion of a project.

**b. Sponsorship**

- i. Notwithstanding this MOU and projects in which VCE and Cool Davis collaborate as partners pursuant to the MOU, VCE and Cool Davis may agree to sponsor each other's separate projects, including permission to use the organization's name and providing a sponsorship fee, consistent with each organization's sponsorship policy.

**5. Reporting**

- a. VCE will provide periodic reports, but no less frequently than annually, about joint VCE and Cool Davis projects and activities to its Board of Directors and Community Advisory Committee (CAC). As feasible, VCE shall also seek the input of its CAC Programs Committee on potential joint projects.
- b. Cool Davis will provide periodic reports, but no less frequently than annually, to its Board of Directors about joint VCE and Cool Davis projects and activities.
- c. Periodically VCE and Cool Davis will jointly report to their respective Boards of Directors about activities conducted under this MOU, as well as sponsorship activities conducted outside of the MOU.

**6. Indemnification** -- Each party shall defend, save harmless, and indemnify the other party, and its directors, officers, agents, and employees, from any and all claims for injuries or damage to persons and/or property which arise out of the conditions of this MOU which are caused by the sole negligent acts or omissions or other wrongful

conduct of the other party, its directors, officers, agents and/or employees. The parties agree and understand that an individual Project Description may include additional or different indemnification terms, which will apply to that specific project. This section shall survive the term of the MOU.

**6. Amendments to and Termination of MOU**

- a.** This MOU may be amended as necessary and approved by each organization's respective Boards of Directors.
- b.** This MOU may be terminated by either organization with 60 days' notice.