

California Community Power

Regular Meeting of the Board of Directors of CC Power

1:00 P.M.

Wednesday, February 17, 2021

Telephonic Meeting Only

California Community Power

NOTICE OF REGULAR MEETING AND AGENDA

Notice is hereby given that a regular meeting of the Board of Directors of California Community Power will be held on **February 17, 2021 at 1:00 p.m. The meeting will be telephonic only.**

The following information is being provided as the forum by which members of the public may observe the meeting and offer public comment:

Phone number: 1-669-900-9128 or 1-253-215-8782

Webinar ID: 930 7545 8882

Meeting Link:

<https://zoom.us/j/93075458882>

AGENDA

- 1 Call to Order.**
- 2 Verification of Directors and Meeting Quorum.**
- 3 Selection and Appointment of Board Chair, Vice Chair, and Secretary.**
- 4 Matters subsequent to posting the Agenda.**
- 5 Public Comment** – any member of the public may address the Board of Directors concerning any matter not on the agenda.
- 6 Regular Agenda Items – Discussion and Possible Action.**
 - A. Consider and Possibly Approve Resolution 21-02-01 *Appointment of Interim General Manager and Interim General Counsel.*
 - B. Interim General Manager's Report.
 - C. Consider and Possibly Approve Resolution 21-02-02 *Resolution Setting the Regular Meeting Dates for 2021.*
 - D. Consider and Possibly Approve Resolution 21-02-03 *Appointment of Treasurer/Controller, Approval of Contract for Accounting Services, and Designation of Business Address.*
 - E. Consider and Possibly Approve Resolution 21-02-04 *Designation of Fiscal Year and Approval of 2021 Budget and Initial Cost Allocation Methodology and Authorizing Treasurer to Make Initial Cash Call.*
 - F. Consider and Possibly Approve Resolution 21-02-05 *Selection and Approval of Consulting Services for Negotiations of Potential Long-term Duration Storage Projects.*
 - G. Consider and Possibly Approve Resolution 21-02-06 *Selection and Approval of CC Power Website Development and Maintenance Services Provider.*
 - H. Consider and Possibly Approve Resolution 21-02-07 *Delegation of Authority to Board Chair/Vice-chair for Approval of Invoices for Payment of Budgeted Items.*
 - I. Discussion on Development of Policies for CC Power.
 - J. Discussion of Any Individual Member Items.
- 8 Adjournment.**

Accessible Public Meetings - Upon request, CC Power will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least 3 days before the meeting. Requests should be sent to: Kris Kirkegaard, 555 Capitol Mall, Suite 570, Sacramento, CA 95814 or to kirkegaard@braunlegal.com.

California Community Power

Agenda Item 6A

1. **Resolution 21-02-01 *Appointment of Interim General Manager and Interim General Counsel.***

Braun Blaising Smith Wynne, P.C.

Attorneys at Law

02/10/21

To: CC Power Board of Directors

From: Braun Blaising Smith Wynne, P.C.

RE: Appointment of Interim General Manager and Interim General Counsel

The CC Power members are proceeding with appointment of an ad hoc committee for reviewing and recommending candidates for eventual Board selection and approval of a General Manager and General Counsel. It is expected that the ad hoc committee will be prepared to make a recommendation at the May Board meeting. In the meantime, the ad hoc committee is recommending to the Board that these positions be filled on an interim contract basis with the following candidates:

- General Manager – James Shetler (Adirondack Power Consulting)
- General Counsel – C. Anthony Braun (Braun Blaising Smith Wynne).

Resolution 21-02-01 approving these interim appointments is included in the Board packet for Board discussion and possible action.

**California Community Power
Resolution 21-02-01**

APPOINTMENT OF INTERIM GENERAL MANAGER AND INTERIM GENERAL COUNSEL

WHEREAS, California Community Power (“CC Power”) was created by a Joint Powers Agreement (“JPA”); and

WHEREAS, JPA Section 4.07 provides that the CC Power Board of Directors shall appoint a part-time or full-time General Manager, to serve at the pleasure of the Board; and

WHEREAS, JPA Section 4.08 provides that the CC Power Board of Directors shall have the power to appoint other officers and staff as it may deem necessary who shall have such powers, duties, and responsibilities as are determined by the Board, and to retain independent accountants, legal counsel, engineers, and other consultants; and

WHEREAS, the members of CC Power engaged Adirondack Power Consulting, LLC, and Braun Blaising Smith Wynne, P.C., to assist in CC Power formation efforts, under an agreement still in force; and

WHEREAS, the CC Power Board finds it appropriate to make interim appointments of key positions to allow continuity of operations during this initial start-up period, and further that the CC Power Board intends to commence an evaluation and make recommendations on how to fill key positions after an interim period, and to bring back agreements for consideration and possible approval at a subsequent CC Power Board meeting to effectuate this directive.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby:

1. Appoint Jim Shetler, Adirondack Power Consulting, LLC., as Interim General Manager until June 30, 2021, or until a replacement is selected, whichever occurs first.
2. Appoint Braun Blaising Smith Wynne, P.C. (BBSW) as Interim General Counsel, authorizing BBSW to continue to:
 - a. perform all necessary tasks to establish CC Power as a separate public agency, including required filings with the California Secretary of State and county clerks’ offices, and compliance with the California Political Reform Act; and
 - b. serve as agency counsel.

**California Community Power
Resolution 21-02-01**

PASSED AND ADOPTED by the Board of Directors of California Community Power this 17th day of February, 2021, by the following vote:

	Aye	No	Abstain	Absent
Sonoma Clean Power Authority				
East Bay Community Energy				
Silicon Valley Clean Energy				
Redwood Coast Energy Authority				
Peninsula Clean Energy				
San José Clean Energy				
Central Coast Community Energy				
Marin Community Energy				

Chair

Attest by: Secretary

California Community Power

Agenda Item 6C

1. **Resolution 21-02-02 *Resolution Setting the Regular Meeting Dates for 2021.***
2. **Attachment A to Resolution 21-02-02 - *Time and Place of Regular Meetings for 2021.***

**California Community Power
Resolution 21-02-02**

RESOLUTION SETTING THE REGULAR MEETING DATES FOR 2021

WHEREAS, California Community Power (“CC Power”) was created by a Joint Powers Agreement (“JPA”); and

WHEREAS, JPA Section 5.01 provides that the CC Power Board of Directors may provide for the holding of regular meetings at intervals more frequently than annually; and

WHEREAS, JPA Section 5.01 requires that the date, hour, and place of each regular meeting shall be fixed by resolution of the Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby approve the 2021 Regular Meeting Schedule, attached hereto as Attachment A.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 17th day of February, 2021, by the following vote:

	Aye	No	Abstain	Absent
Sonoma Clean Power Authority				
East Bay Community Energy				
Silicon Valley Clean Energy				
Redwood Coast Energy Authority				
Peninsula Clean Energy				
San José Clean Energy				
Central Coast Community Energy				
Marin Community Energy				

Chair

Attest by: Secretary

Time and Place of Regular Meetings for 2021

Unless shown otherwise, the Regular Board meetings shall occur on the third Wednesday of each month, at 1:00 p.m.*

- 1. February 17**
- 2. March 17**
- 3. April 21**
- 4. May 19**
- 5. August 18**
- 6. September 15**
- 7. November 10**

The Board Secretary shall have discretion to adjourn and to modify time and location of Board meetings consistent with posting requirements of the Ralph M. Brown Act of the California Government Code.

* Until further notice, all meetings will be conducted as telephonic/remote meetings in accordance with State of CA Executive Orders related to COVID-19, including Executive Order N-29-20, which provides specific guidance related to public meetings.

California Community Power

Agenda Item 6D

1. **Resolution 21-02-03 *Appointment of Treasurer/Controller, Approval of Contract for Accounting Services, and Designation of Business Address.***
2. **Attachment A to Resolution 21-02-03: California Community Power Standard Services Agreement with Maher Accountancy.**

Braun Blaising Smith Wynne, P.C.

Attorneys at Law

02/11/21

To: CC Power Board of Directors

From: Braun Blaising Smith Wynne, P.C.

RE: Appointment of Treasurer/Controller, Approval of Contract for Accounting Services, and Designation of Business Address

Pursuant to Sections 6505.5 and 6505.6 of the California Government Code and Section 4.06(b) the CC Power Joint Powers Agreement, CC Power must appoint a Treasurer and Controller who will be responsible for the money management of the agency. Both offices of Treasurer and Controller may be held by one person. It is proposed that the Board appoint Central Coast Community Energy's Chief Financial & Technology Officer, Tiffany Law, as Treasurer/Controller of CC Power.

It is further recommended that CC Power enter into a contract with Maher Accountancy to provide accounting services. Maher Accountancy works with members and provides services to Central Coast Community Energy. Maher will provide assistance in the development and operation of CC Power's financial transactions, operating budget, disbursements, financial reports and selection of an independent auditor as required by California Government Code Section 6505.6. Staff is requesting approval for Jim Shetler, as the Interim General Manager to execute the agreement with Maher Accountancy. The agreement is attached to Resolution 21-02-04.

Pursuant to Section 11.04 of the CC Power Joint Powers Agreement, the Board shall designate its principal office as the location at which it will receive notices, correspondence, and other communications. As Central Coast Community Energy will be taking on the role of Treasurer/Controller, Staff recommends that CC Power's principal office be designated as the office of Central Coast Community Energy and is therefore proposing to designate CC Power's principal office at the following address:

70 Garden Court
Suite 300
Monterey, CA 93940

Pursuant to Section 11.04, the Board shall designate one of its Directors or staff as an officer for the purpose of receiving service on behalf of the Board. Staff is proposing to designate the Interim General Manager, Jim Shetler, if appointed, to receive service.

Resolution 21-02-03 approving these appointment is included in the Board packet for Board discussion and action.

**California Community Power
Resolution 21-02-03**

**APPOINTMENT OF TREASURER/CONTROLLER,
APPROVAL OF CONTRACT FOR ACCOUNTING SERVICES,
AND DESIGNATION OF BUSINESS ADDRESS**

WHEREAS, California Community Power (“CC Power”) was created by a Joint Powers Agreement (“JPA”); and

WHEREAS, JPA Section 4.06 provides that, at its first meeting in each calendar year, the Board shall appoint or re-appoint a Treasurer/Controller each of whom may, but need not, be selected from among the Directors; and

WHEREAS, JPA Section 4.06b provides that the Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Controller, neither of whom needs to be a Director; and

WHEREAS, JPA Section 4.07 provides that General Manager may enter into and execute contracts in accordance with the policies established and direction provided by the Board; and

WHEREAS, JPA Section 11.04 provides that the CC Power Board of Directors shall designate its principal office as the location at which it will receive notices, correspondence, and other communications; and

WHEREAS, JPA Section 11.04 also provides that the CC Power Board of Directors shall designate one of its Directors or staff as an officer for the purpose of receiving service on behalf of the Board; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby:

1. Confirm the appointment of Central Coast Community Energy’s Chief Financial & Technology Officer, Tiffany Law, as the Treasurer and Controller of CC Power.
2. Authorize Interim General Manager Jim Shetler to execute an agreement with Maher Accountancy to provide accounting services to CC Power, substantially in the form of Attachment A to this resolution.
3. Designate 70 Garden Court, Suite 300, Monterey, CA 93940 as the CC Power mailing address.
4. Designate Interim General Manager Jim Shetler to receive service on behalf of the Board.

**California Community Power
Resolution 21-02-03**

PASSED AND ADOPTED by the Board of Directors of California Community Power this 17th day of February, 2021, by the following vote:

	Aye	No	Abstain	Absent
Sonoma Clean Power Authority				
East Bay Community Energy				
Silicon Valley Clean Energy				
Redwood Coast Energy Authority				
Peninsula Clean Energy				
San José Clean Energy				
Central Coast Community Energy				
Marin Community Energy				

Chair

Attest by: Secretary

CALIFORNIA COMMUNITY POWER

STANDARD SERVICES AGREEMENT

This **Agreement** is made by and between the California Community Power (“CCP”) and Maher Accountancy (hereinafter “CONTRACTOR”), a California Corporation with its principal place of business located at 1101 Fifth Ave, #200, San Rafael, CA 94901. CCP and CONTRACTOR may be individually referred to herein as “Party” or collectively as “Parties.”

AGREEMENT

In consideration of the mutual covenants and conditions set forth in this Agreement, the Parties agree as follows:

1. GENERAL DESCRIPTION

1.1. CCP hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as accounting services.

2. PAYMENT PROVISIONS

2.1. CCP shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit B**, subject to the limitations set forth in this Agreement. The total amount payable by CCP to CONTRACTOR under this Agreement shall not exceed the sum of \$ 30,000.

3. TERM OF AGREEMENT

3.1. The term of this Agreement is from March 1, 2021 until December 31, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both the CONTRACTOR and CCP, with CCP’s execution to be last in time. CONTRACTOR may not commence work under this Agreement before CCP signs this Agreement.

3.2. CCP reserves the right to cancel this Agreement, or any extension of this Agreement, without cause with thirty (30) days written notice, or with cause immediately.

4. SCOPE OF SERVICES AND ADDITIONAL PROVISIONS

4.1. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

4.1.1. **Exhibit A: Scope of Services**

4.1.2. **Exhibit B: Payment Terms**

4.1.3. **Exhibit C: Procedures for Unauthorized Release of Covered Information**

5. PERFORMANCE STANDARDS

- 5.1. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of CCP or immediate family of an employee of CCP.
- 5.2. CONTRACTOR and CONTRACTOR's agents, employees and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use CCP premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS

- 6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. CCP does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by CCP and the CONTRACTOR.
- 6.3. Invoices shall be submitted monthly on a form acceptable to CCP and provide sufficient detail, as determined by CCP, of services rendered for the invoiced period.
- 6.4. CCP shall certify the invoice for payment in either the amount requested, or in such other amount as CCP determines is due in conformity with this Agreement. Invoices shall be certified and paid within 45 days of submission to CCP.

7. TERMINATION

- 7.1. During the term of this Agreement, CCP may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2. CCP may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If CCP terminates this Agreement for good cause, CCP may be relieved of the payment of any consideration to CONTRACTOR, and CCP may proceed with the work in any manner, which CCP deems proper. The cost to CCP shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION

8.1. To the fullest extent permitted by Applicable Law, Contractor shall indemnify, defend, and hold CCP and its employees, officers, directors, representatives, and agents ("CCP Parties"), harmless from and against any and all actions, claims, liabilities, losses, costs, damages, and expenses arising out of, resulting from, or caused by: a) the negligence, recklessness, intentional misconduct, fraud of all Contractor Parties; b) the failure of a Contractor Party to comply with the provisions of this Agreement or Applicable Law; or c) any defect in design, workmanship, or materials carried out or employed by any Contractor Party.

8.1.1. The CONTRACTOR's selection of counsel to satisfy CONTRACTOR's defense and hold harmless obligation as set forth in section 8.1 above, shall be subject to review and approval by CCP.

8.1.2. Notwithstanding any other provision of this Agreement, CCP shall be entitled to participate fully in the defense of any claim or action.

9. INSURANCE REQUIREMENTS

9.1. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to CCP. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and CCP has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.2. All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by CCP's General Counsel.

9.3. Without limiting CONTRACTOR's duty to defend and indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- 9.3.1.1. **Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, and cross-liability with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.
- 9.3.1.2. **Business Automobile Liability Insurance**, Intentionally Left Blank.
- 9.3.1.3. **Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 9.3.1.4. **Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
- 9.4. All insurance required by this Agreement shall be with a company acceptable to CCP and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.
- 9.5. Each liability policy shall provide that CCP shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 9.6. Commercial general liability and automobile liability policies shall **provide an endorsement naming CCP, its Directors, Board members, officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by CCP and that the insurance of **the Additional**

Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

9.7. Prior to the execution of this Agreement by CCP, CONTRACTOR shall file certificates of insurance with CCP showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

10. RECORD AND CONFIDENTIALITY

10.1. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from CCP or prepared in connection with the performance of this Agreement, unless CCP specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to CCP any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.1.1. Confidential Information specifically includes Covered Information, including Protected Personal Information ("PPI") that identifies, relates to, describes, or is capable of being associated with, or could reasonably be linked, directly or indirectly, with a consumer, household, or customer account. All such Covered Information and PPI must fully be protected from disclosure as set forth in California Public Utility Commission Decision D.12-08.045. In the event of an unauthorized release of Covered Information and PPI, CONTRACTOR shall comply with Exhibit C, Procedures for Unauthorized Release of Covered Information.

10.2. Upon expiration or termination of this Agreement, CONTRACTOR shall return to CCP any CCP records which CONTRACTOR used or received from CCP to perform services under this Agreement.

10.3. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and local rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4. CCP shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services

provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of CCP or as part of any audit of CCP, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 10.5. CCP shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement, with the exception of all of Consultant's proprietary software, data programs or modeling. CONTRACTOR shall not publish any such material without the prior written approval of CCP.

11. NON-DISCRIMINATION

- 11.1. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS

- 12.1. Intentionally Left Blank.

13. INDEPENDENT CONTRACTOR

- 13.1. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of CCP. No offer or obligation of permanent employment with CCP and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from CCP any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold CCP harmless from any and all liability which CCP may incur because of CONTRACTOR's failure to pay such taxes.

14. NOTICES

- 14.1. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to CCP and CONTRACTOR'S contract administrators at the addresses listed below:

California Community Power
Attn: Chief Financial & Technology Officer
70 Garden Court, Suite 300
Monterey, CA 93940

Maher Accountancy
Attn: Michael Maher
1101 Fifth Ave. Suite 200
San Rafael, CA 94901

15. MISCELLANEOUS PROVISIONS

- 15.1. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by CCP and the CONTRACTOR.
- 15.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by CCP and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.4. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.5. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of CCP. None of the services covered by this Agreement shall be subcontracted without the prior written approval of CCP. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of CCP and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.8. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both CCP and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13. Construction of Agreement. CCP and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15. Authority. Any individual executing this Agreement on behalf of CCP or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16. Integration. This Agreement, including the exhibits, represent the entire Agreement between CCP and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between CCP and the CONTRACTOR as of the effective date of this Agreement, which is the date that CCP signs the Agreement.
- 15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

Exhibit A: Scope of Services

Monthly Financial Operational Assistance:

1. Assist in the development and monitoring of internal controls over financial transactions.
2. Monitor and assist development of operating budget in collaboration with management and technical consultants.
3. Maintain the general ledger by:
 - a. Posting aggregate customer billings, accrued revenue, cash receipts, accounts payable, cash disbursements, payroll, accrued expenses, etc.
 - b. Prepare or maintain the following monthly analysis regarding general ledger account balances:
 - i. Reconciliation to statements from Authority's financial institution for cash activity and balances;
 - ii. Estimate user fees earned but not billed as of the end of the reporting period;
 - iii. Prepare and maintain schedule of depreciation of capital assets;
 - iv. Prepare schedule of aged accounts payable;
 - v. Prepare and maintain schedules of details regarding all remaining balance sheet accounts.
4. Manage disbursements to vendors: Consultant utilizes a cloud-based accounts payable and document management system to provide documentation of management review, proper segregation of duties, and access to source data. Consultant data entry and review ensures that required authorization is documented and that account coding is correct. CCP staff then authorizes the release of payment in order to provide an additional safeguard.
5. Assist management with compliance with fiscal provisions of vendor contracts.
6. Provide quarterly and year-to-date accrual basis financial statements with comparison to projections.
7. Preparation and filing annual information returns such as form 1099/1096's.
8. Assist the treasury function.
9. Provide services to assist management with financial reports required by applicable laws and regulations.
10. File various compliance reports for state and local agencies, such as user taxes, energy surcharges, and state controller reports.

Exhibit B: Payment Terms

Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the not to exceed amounts set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit "A" and reimbursable expenses shall not exceed a total of \$30,000, as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

<u>Task</u>	<u>Not to Exceed Amount</u>
Monthly Accounting Services	\$ 30,000 (Fixed fee of \$3,000 mo.)

Monthly Invoicing

In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges. Payment will be due during the month of service.

Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority and shall only be reimbursed to the extent consistent with Authority's travel policy. CCP user fees and Payment issuance costs charged by cloud-based accounts payable services will be borne by CCP.

Exhibit C: Procedures for Unauthorized Release of Covered Information

SCOPE

CONTRACTOR hereby agrees to adhere to these Procedures for detecting and reporting the unauthorized release of Covered Information, including Protected Personal Information (“PPI”).

These Procedures apply to the following unauthorized release activities:

1. Unauthorized access
2. Unauthorized destruction
3. Unauthorized use
4. Unauthorized modification
5. Disclosure to third parties for Secondary Purposes (see below)

DEFINITIONS

Covered Entity – (1) any Community Choice Aggregator or Electrical Service Provider (when providing service to residential or small commercial customers), or any third party that provides services to a Community Choice Aggregator or Electrical Service Provider (when providing service to residential or small commercial customers) under contract, (2) any third party who accesses, collects, stores, uses or discloses covered information pursuant to an order of the Commission, unless specifically exempted, who obtains this information from an electrical corporation, a Community Choice Aggregator or an Electrical Service Provider (when providing service to residential or small commercial customers), or (3) any third party, when authorized by the customer, that accesses, collects, stores, uses, or discloses covered information relating to 11 or more customers who obtains this information from an electrical corporation, a Community Choice Aggregator or an Electrical Service Provider (when providing service to residential or small commercial customers).

Covered Information -- any usage information obtained through the use of the capabilities of Advanced Metering Infrastructure when associated with any information that can reasonably be used to identify an individual, family, household, residence, or non-residential customer, except that covered information does not include usage information from which identifying information has been removed such that an individual, family, household or residence, or non-residential customer cannot reasonably be identified or re-identified. Covered information, however, does not include information provided to the California Public Utilities Commission (the “Commission”) pursuant to its oversight responsibilities.

Primary Purposes – The “primary purposes” for the collection, storage, use, or disclosure of covered information, as outlined in Rule 1(c) of Attachment B, are to:

1. Provide or bill for electrical power or gas,
2. Provide for system, grid, or operational needs,
3. Provide services as required by state or federal law or as specifically authorized by an order of the Commission, or

4. Plan, implement, or evaluate demand response, energy management, or energy efficiency programs under contract with a Community Choice Aggregator or and Electrical Service Provider (when providing service to residential or small commercial customers), under contract with the Commission, or as part of a Commission authorized program conducted by a governmental entity under the supervision of the Commission.

Secondary Purposes – “Secondary purpose” means any purpose that is not a primary purpose.

Non-Covered Entity – “Non-Covered Entity” means any entity not defined as a Covered Entity.

Responsible Parties -- CCP, CONTRACTOR, and any staff, employees, or sub consultants contracted by CCP or CONTRACTOR.

PROCEDURE

Detecting and Reporting of Unauthorized Releases

1. All Responsible Parties are required to protect Covered Information from unauthorized release activities as set forth above.
2. Any request by And non-Covered Entities, for access to Covered Information must be reviewed and approved by an CCP manager level employee to ensure no unauthorized or inadvertent release of Covered Information.
3. All authorized releases of Covered Information to Non-Covered Entities shall be logged and reported to CCP on a quarterly basis.
4. Any discovery of any unauthorized release of Covered Information must be reported to CCP within one week of detection.

Unauthorized Release Handling Procedure

1. The discovering party after detecting, or discovery of, the unauthorized release of Covered Information must contact CCP’s Dir. of Finance and Administration (or another executive manager) immediately.
2. CONTRACTOR will quantify and validate the type and extent of unauthorized release and report that information to CCP’s Dir. of Finance and Administration in writing with sufficient detail for CCP to determine the extent and impact of the unauthorized release.
3. CONTRACTOR shall prepare a written annual report of all discoveries of unauthorized releases of Covered Information.

Review and Training

1. At least annually, CONTRACTOR will review these Procedures with its staff, employees, or sub consultants.
2. Any proposed changes to these Procedures shall be provided in writing to CCP’s Dir. of Finance and Administration for their consideration.

California Community Power

Agenda Item 6E

1. **Resolution 21-02-04 *Designation of Fiscal Year and Approval of 2021 Budget and Initial Cost Allocation Methodology.***
2. **Attachment A to Resolution 21-02-04: CC Power 2021 Budget Estimate.**

Braun Blaising Smith Wynne, P.C.

Attorneys at Law

02/11/21

To: CC Power Board of Directors

From: Braun Blaising Smith Wynne, P.C.

RE: Approval of Setting CC Power Fiscal Year, 2021 Budget, Initial Cost Allocations, and Authorizing Cash Calls to the Members

As part of initiating operations of the CC Power Joint Powers Authority (JPA), the Board will need to establish the fiscal year for the Agency. It is recommended that that the Board adopt an annual fiscal year of January 1 – December 31 for CC Power.

The consultants working with the members in the formation of CC Power have developed an initial budget that covers operations from March 1 – December 31, 2021. The budget assumptions and summary are included in the Board packet. The budget is divided into two main sections:

- General Budget – to cover the basic overhead operations of the JPA,
- Long Duration Storage (LDS) Project – to cover the expected negotiations and possible execution of project agreement(s) and member participation agreements for LDS project(s).

The initial estimate for the General Budget expenditures is \$101,500 and for the LDS Project is \$406,030 for a total 2021 estimated budget of \$507,530.

Based upon discussions with the CC Power members, we are proposing that the budgeted costs be allocated as follows:

- General Budget – Allocated on equal share basis to each member of CC Power. Currently, eight (8) members have executed the JPA agreement and additional members are expected to join by mid-April.
- LDS Project – Initially, allocation will be based upon each participant’s initially identified targeted megawatts for LDS participation. This will be updated once the projects are short-listed and participants have selected their desired level of participation. In addition, of the eight potential LDS project participants to-date, seven have executed the JPA agreement with the eighth expected to execute by mid-April.

The allocations are summarized in the budget assumptions document included in the Board packet. Staff is recommending that the Board approve the budget allocations based upon eight members for the General Budget and seven participants in the LDS project. This will be

reallocated once additional member/LDS participants join CC Power. By approving the budget resolution, the members/LDS participants are committing their organizations to their respective funding levels.

With the approval of the CC Power 2021 budget and allocations, it is requested that the Board authorize the Treasurer to issue cash calls to the members/participants to cover the first six months of JPA operations. These cash call amounts are also summarized in the budget assumptions document.

**California Community Power
Resolution 21-02-04**

**DESIGNATION OF FISCAL YEAR AND
APPROVAL OF 2021 BUDGET AND INITIAL COST ALLOCATION METHODOLOGY**

WHEREAS, California Community Power (“CC Power”) was created by a Joint Powers Agreement (“JPA”) ; and

WHEREAS, CC Power JPA Section 4.09 describes the non-delegable duty of the CC Power Board of Directors to approve the budget; and

WHEREAS, based on input and direction from the Members, an Initial Cost Allocation Methodology is attached for consideration and possible adoption by the Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby:

1. Adopt an annual fiscal year of January 1 – December 31.
2. Approve the CC Power 2021 Budget for March 1-December 31 in the form attached hereto as Attachment A.
3. Approve the allocations as summarized in Attachment A, Section 9.
4. Authorize the Treasurer to issue cash calls to the members/participants to cover the first 6 months of JPA operations as summarized in Attachment A, Section 9.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 17th day of February, 2021, by the following vote:

	Aye	No	Abstain	Absent
Sonoma Clean Power Authority				
East Bay Community Energy				
Silicon Valley Clean Energy				
Redwood Coast Energy Authority				
Peninsula Clean Energy				
San José Clean Energy				
Central Coast Community Energy				
Marin Community Energy				

Chair

Attest by: Secretary

CC Power 2021 Budget Estimate

1. Assumptions

- a. JPA General Manager (GM) and General Counsel (GC) functions and LDS Project activities and the related budgets will be approved at February 2021 Board Meeting and will be effective 3/1/2021
- b. Activities relating to CC Power formation and setup between November 2020 and 3/1/2021 will be covered by BBSW/APC and are funded under the existing CCA JPA Project agreement. These activities include CC Power formation, 2021 Budget development, initial Board meeting, draft template for Project Participation Agreement, and developing contract with LDS project negotiating team.
- c. Scope of CC Power effort for 2021 will be based upon:
 - i. 3 LDS projects to be negotiated and contracts awarded
 - ii. CC Power interim GM and GC will support negotiating team and ensure communications to members via project oversight committees (one for each project) and CC Power Board
 1. Weekly 1-hour Oversight Committee meetings April – September plus preparation
 2. Monthly 1-hour Oversight Committee meetings October – December plus preparation
 3. 2-hour CC Power Board meetings in March, April, May, August, September, and November plus preparation
 - iii. Early CC Power setup to include:
 1. Accounting function
 2. Initial policies, processes, and procedures
 3. Oversight of negotiation team contracts
 4. Development of CC Power website
 - iv. Project Participation Agreement template will be updated as necessary based upon the negotiation process
- d. LDS project negotiations costs will be based upon preliminary estimates provided by Gridwell and Keyes & Fox. Pre-negotiation activities for Gridwell and Keyes & Fox from 12/2020 – 3/31/2021 are assumed to be covered by existing funding agreements with the CCAs.

2. GM Time & Cost Estimate

- a. Project Support
 - i. Oversight Committee (OC) Support (April – September)
 1. (26 weeks)(3 OC meetings/week)(1 hour prep. + 1 hour meeting) = 156 hours
 - ii. Contract Negotiation Team Support (April – September)
 1. (26 weeks)(3 Projects)(1 hour/Project) = 78 hours

- iii. Support OCs in member review and approval process (September – November)
 - 1. (3 OCs)(1 hours/OC)(3 meetings) = 9 hours
 - iv. Total = 243 hours x \$250/hour = \$60,750 + ~10% contingency = \$66,750
 - b. General JPA Support
 - i. Six CC Power Board Meetings (March, April, May, August, September, & November)
 - 1. (6 meetings)(1 hour preparation + 2 hour meetings) = 18 hours
 - ii. Monthly status reports to Board
 - 1. (10 months)(1 hour/report) = 10 hours
 - iii. Establishing JPA administrative functions
 - 1. 36 hours
 - iv. Total = 64 hours x \$250/hour = \$16,000 + ~10% contingency = \$17,500
 - c. Total for GM = 307 hours x \$250/hour = \$76,750 + ~10% contingency = \$84,250
3. GC Time & Cost Estimate
 - a. Project Support
 - i. Oversight Committee (OC) Support (April – September)
 - 1. (26 weeks)(3 OC meetings/week)(1 hour meeting) = 78 hours
 - ii. Contract Negotiation Team Support (April – September)
 - 1. (26 weeks)(3 Projects)(1 hour/Project) = 78 hours
 - iii. Review final contracts/Prepare for Board Approval (PA, OA, PPA)
 - 1. (3 Projects)(3 contracts)(9 hours/contract) = 81 hours
 - iv. Support OCs in member review and approval process (September – November)
 - 1. (3 OCs)(1 hours/OC)(3 meetings) = 9 hours
 - v. Total = 246 hours x \$400/hour = \$98,400 + ~10% contingency = \$105,880
 - b. General JPA Support (May, August, & November)
 - i. Six CC Power Board Meetings
 - 1. (6 meetings)(3 hour preparation + 2 hour meetings) = 30 hours
 - ii. Input to Monthly status reports to Board
 - 1. (10 months)(1 hour/report) = 10 hours
 - iii. Establishing JPA administrative functions and policy development
 - 1. 75 hours
 - iv. Total = 115 hours x \$400/hour = \$46,000 + ~10% contingency = \$51,000
 - c. Total for GC = 361 hours x \$400/hour = \$144,400 + ~10% contingency = \$156,880
4. Negotiating Team Cost Estimate
 - a. Keyes & Fox = \$115,000 (negotiations) + \$15,000 contingency = \$130,000
 - b. Gridwell = \$70,000 + 10% contingency = \$77,000
 - c. Total = \$207,000
5. Support Functions
 - a. Accounting and Treasury Support
 - i. Routine support for maintaining CC Power books and bank accounts = (\$3,000.00/month)(10 months) = \$30,000

- ii. (NOTE: Annual audit support = \$5,000.00; Annual Auditor = \$10,500 – not expensed in 2021, will be included in 2022 budget)
 - iii. Total = \$30,000
 - b. CC Power Website Setup and Support
 - i. Setup = \$15,000
 - ii. Maintenance = (4 hours/month)(10 months)(\$100/hour) = \$4,000
 - iii. Total = \$19,000
 - c. Allowance for D&O Insurance Premium = \$5,000
 - d. Total = (\$54,000) + (10% contingency) = \$59,400
- 6. Total CC Power 2021 Budget Estimate = \$507,530
 - a. LDS Project costs (including contingency) = \$406,030
 - i. Allocation will be initially based upon target capacity; will be updated based upon project participation percentages
 - b. General JPA support (including contingency) = \$101,500
 - i. Allocation will be equally shared by each member
- 7. Forecasted Monthly Cash Flow

CATEGORY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
~ General JPA Support											
~ General Manager	\$10,000.00	\$ 1,100.00	\$ 1,100.00	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00	\$ 500.00	\$ 1,100.00	\$ 500.00	\$ 17,500.00
~ General Counsel	\$10,000.00	\$ 4,000.00	\$ 5,000.00	\$ 3,000.00	\$ 1,500.00	\$ 5,000.00	\$15,000.00	\$ 1,500.00	\$ 5,000.00	\$ 1,000.00	\$ 51,000.00
~ Support Functions	\$23,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 33,000.00
~ Total	\$43,100.00	\$ 6,200.00	\$ 7,200.00	\$ 4,600.00	\$ 3,100.00	\$ 7,200.00	\$17,200.00	\$ 3,100.00	\$ 7,200.00	\$ 2,600.00	\$101,500.00
~ LDS Project Support											
~ General Manager	\$ 2,000.00	\$ 9,750.00	\$ 9,750.00	\$ 9,750.00	\$ 9,750.00	\$ 9,750.00	\$10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 66,750.00
~ General Counsel	\$ 4,680.00	\$20,000.00	\$15,600.00	\$ 5,000.00	\$ 5,000.00	\$15,600.00	\$25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$105,880.00
~ Negotiating Team		\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00	\$207,000.00
~ Project Support	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 26,400.00
~ Total	\$ 9,320.00	\$64,390.00	\$59,990.00	\$49,390.00	\$49,390.00	\$59,990.00	\$69,640.00	\$15,640.00	\$14,140.00	\$14,140.00	\$406,030.00
~ Grand Total	\$52,420.00	\$70,590.00	\$67,190.00	\$53,990.00	\$52,490.00	\$67,190.00	\$86,840.00	\$18,740.00	\$21,340.00	\$16,740.00	\$507,530.00

8. 2021 Budget Allocation and Initial Cash Call with All Participants

PARTICIPANT	TARGET CAP. (MW)	ALLOCATION (%)	LDS 6 MO. CASH CALL	GENL 6 MO CASH CALL	6 MO CASH CALL	LDS TOTAL	GENERAL TOTAL	2021 TOTAL
EBCE	0	0	\$ -	\$ 7,933.33	\$ 7,933.33	\$ -	\$ 11,277.78	\$ 11,277.78
3CE	50	15	\$ 43,652.24	\$ 7,933.33	\$ 51,585.57	\$ 60,601.49	\$ 11,277.78	\$ 71,879.27
CPSF	25	7	\$ 21,826.12	\$ 7,933.33	\$ 29,759.45	\$ 30,300.75	\$ 11,277.78	\$ 41,578.52
MCE	50	15	\$ 43,652.24	\$ 7,933.33	\$ 51,585.57	\$ 60,601.49	\$ 11,277.78	\$ 71,879.27
PCE	50	15	\$ 43,652.24	\$ 7,933.33	\$ 51,585.57	\$ 60,601.49	\$ 11,277.78	\$ 71,879.27
RCEA	10	3	\$ 8,730.45	\$ 7,933.33	\$ 16,663.78	\$ 12,120.30	\$ 11,277.78	\$ 23,398.08
SJCE	50	15	\$ 43,652.24	\$ 7,933.33	\$ 51,585.57	\$ 60,601.49	\$ 11,277.78	\$ 71,879.27
SVCE	50	15	\$ 43,652.24	\$ 7,933.33	\$ 51,585.57	\$ 60,601.49	\$ 11,277.78	\$ 71,879.27
SCPA	50	15	\$ 43,652.24	\$ 7,933.33	\$ 51,585.57	\$ 60,601.49	\$ 11,277.78	\$ 71,879.27
TOTAL	335	100	\$ 292,470.00	\$ 71,400.00	\$ 363,870.00	\$ 406,030.00	\$ 101,500.00	\$ 507,530.00

9. 2021 Budget Allocation and Initial Cash Call Prior to CPSF Joining

PARTICIPANT	TARGET CAP. (MW)	ALLOCATION (%)	LDS 6 MO. CASH CALL	GENL 6 MO CASH CALL	6 MO CASH CALL	LDS TOTAL	GENERAL TOTAL	2021 TOTAL
EBCE	0	0	\$ -	\$ 8,925.00	\$ 8,925.00	\$ -	\$ 12,687.50	\$ 12,687.50
3CE	50	16	\$ 47,172.58	\$ 8,925.00	\$ 56,097.58	\$ 65,488.71	\$ 12,687.50	\$ 78,176.21
CPSF		0	\$ -		\$ -	\$ -		\$ -
MCE	50	16	\$ 47,172.58	\$ 8,925.00	\$ 56,097.58	\$ 65,488.71	\$ 12,687.50	\$ 78,176.21
PCE	50	16	\$ 47,172.58	\$ 8,925.00	\$ 56,097.58	\$ 65,488.71	\$ 12,687.50	\$ 78,176.21
RCEA	10	3	\$ 9,434.52	\$ 8,925.00	\$ 18,359.52	\$ 13,097.74	\$ 12,687.50	\$ 25,785.24
SJCE	50	16	\$ 47,172.58	\$ 8,925.00	\$ 56,097.58	\$ 65,488.71	\$ 12,687.50	\$ 78,176.21
SVCE	50	16	\$ 47,172.58	\$ 8,925.00	\$ 56,097.58	\$ 65,488.71	\$ 12,687.50	\$ 78,176.21
SCPA	50	16	\$ 47,172.58	\$ 8,925.00	\$ 56,097.58	\$ 65,488.71	\$ 12,687.50	\$ 78,176.21
TOTAL	310	100	\$ 292,470.00	\$ 71,400.00	\$ 363,870.00	\$ 406,030.00	\$ 101,500.00	\$ 507,530.00

California Community Power

Agenda Item 6F

1. **Resolution 21-02-05 *Selection and Approval of Consulting Services for Negotiations of Potential Long-term Duration Storage Projects.***
2. **Attachment A to Resolution 21-02-05: Engagement between Keyes & Fox LLP and CC Power.**
3. **Attachment B to Resolution 21-02-05: Engagement Letter - Gridwell Consulting and CC Power.**

Braun Blaising Smith Wynne, P.C.

Attorneys at Law

02/11/21

To: CC Power Board of Directors

From: Braun Blaising Smith Wynne, P.C.

RE: Selection and Approval of Consulting Service for Negotiations of Potential Long-term Duration Storage Projects

Pursuant to Section 4.08 of the CC Power Joint Powers Agreement, CC Power shall have the power to retain independent accountants, legal counsel, engineers, and other consultants. Such consultants have already been engaged by members through prior separate agreements to support the Long Duration Storage Project (LDS) solicitation efforts. It has been contemplated that these arrangements would transfer over to CC Power upon formation. It is recommended that, to ensure continuity and quality of service, CC Power engage these consultants to assist with negotiations for potential LDS projects and related matters. The Scope of Work is described in the attached agreements, but generally includes development and review of relevant commercial agreements for the LDS Project(s).

Staff is requesting authorization for Jim Shetler, if appointed as Interim General Manager, to sign engagement letters for negotiating consultants. Staff is proposing CC Power engage the following consultants:

- Keyes & Fox LLP
- Gridwell Consulting

Engagement Letters for Keyes & Fox and Gridwell Consulting are attached to Resolution 21-02-05. Resolution 21-02-05, selecting and approving these appointments, is included in the Board packet for Board discussion and possible action.

**California Community Power
Resolution 21-02-05**

**SELECTION AND APPROVAL OF CONSULTING SERVICES
FOR NEGOTIATIONS OF POTENTIAL LONG-TERM DURATION STORAGE PROJECTS**

WHEREAS, California Community Power (“CC Power”) was created by a Joint Powers Agreement (“JPA”) to, develop, acquire, construct, own, manage, contract for, engage in, finance and/or provide energy related programs for the use of and by its Members; and

WHEREAS, JPA Section 4.08 provides that the CC Power Board of Directors shall have the power to appoint other officers and staff as it may deem necessary who shall have such powers, duties, and responsibilities as are determined by the Board, and to retain independent accountants, legal counsel, engineers, and other consultants; and

WHEREAS, the Members of CC Power are engaged in an ongoing solicitation for Long Duration Energy Storage (LDS) projects, currently contemplated to be procured through CC Power; and

WHEREAS, the Board of CC Power finds it advantageous to engage services from outside consultants to support the solicitation efforts for LDS projects on behalf of its Members.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby:

1. Engage Gridwell Consulting to provide consulting services in support of negotiations for potential LDS projects; and
2. Engage Keyes & Fox as outside counsel to support ongoing negotiations with project developers, develop relevant agreements, and related matters associated with LDS projects.
3. Authorize the Interim General Manager to execute engagement letters and services agreements with Keyes & Fox, LLP to provide such services, attached hereto in substantially final form as Attachment A to this resolution.
4. Authorize the Interim General Manager to execute an engagement letter with Gridwell Consulting to provide such services, attached hereto in substantially final form as Attachment B to this resolution.

**California Community Power
Resolution 21-02-05**

PASSED AND ADOPTED by the Board of Directors of California Community Power this 17th day of February, 2021, by the following vote:

	Aye	No	Abstain	Absent
Sonoma Clean Power Authority				
East Bay Community Energy				
Silicon Valley Clean Energy				
Redwood Coast Energy Authority				
Peninsula Clean Energy				
San José Clean Energy				
Central Coast Community Energy				
Marin Community Energy				

Chair

Attest by: Secretary



1580 Lincoln Street, Suite 880
Denver, CO 80203

February 5, 2020

California Community Power
Attention: Jim Shetler, Interim General Manager
70 Garden Court
Suite 300
Monterey, CA 93940

RE: Engagement between Keyes & Fox LLP and CC Power

Keyes & Fox LLP (“**K&F**”) welcomes the opportunity to provide legal services as set forth in the “Scope of Work” in Attachment A (the “**Legal Services**”) to California Community Power (“**CC Power**”), a California joint powers authority, from April 1, 2021 to December 31, 2021. This Engagement Letter describes the basis of the relationship between K&F and CC Power with respect to the Legal Services, along with an explanation of how K&F will bill for those services.

1. Scope of Engagement

Pursuant to this engagement letter, K&F agrees to provide to CC Power with the Legal Services described above. Keyes & Fox will do its utmost to serve CC Power effectively, provide Legal Services in an efficient manner, and respond promptly to CC Power’s inquiries.

K&F has run a conflict check as it relates to the contemplated Legal Services. As you are aware, K&F represents a number of California Community Choice Aggregators (“**CCAs**”) that are currently funding the formation of CC Power that may become members of CC Power. However, K&F does not believe that these existing relationships currently present a conflict of interest with respect to K&F providing the Legal Services. If a conflict arises that may impact our ability to provide the Legal Services, we will promptly bring that conflict to CC Power’s attention. If you have any concerns regarding any relationship K&F may have with particular companies, organizations or individuals, please bring those concerns to our attention.

K&F will coordinate the provision of the Legal Services with Jim Shetler as the designated representatives of CC Power, or with whomever you may specifically delegate that authority. We understand that Jim Shetler has the authority to make decisions on behalf of CC Power in connection with the Legal Services, and we are relying on that understanding.

2. Confidentiality of Communications and Work Product

It is in CC Power’s interest to preserve confidentiality of all communications with K&F and such work product related to the Legal Services not intended for use with third parties. If CC Power discloses any of our communications, it jeopardizes the privileged nature of the communications or work product. Accordingly, we advise our clients to take care not to disclose privileged information or work product not intended for use with third parties to any third-party person or entity.

Through this Engagement Letter, CC Power authorizes K&F to engage in confidential communications with EQ Research LLC to provide support for the Legal Services. It is CC Power's intent that all communication and work product that is developed by, or shared with, EQ Research LLC related to the Legal Services shall be subject to attorney-client privilege. Communications with EQ Research LLC and work product generated by or shared with EQ Research LLC should be held in strict confidence and shall not be shared with third parties.

3. Fees, Expenses, Invoicing, and Retainer

By signing this Engagement Letter, CC Power agrees to pay K&F for all professional fees and out-of-pocket expenses related to the Legal Services, according to the terms set forth below.

a. Professional Fees

K&F will keep an hourly total of time spent on the Legal Services. Work will be performed at the hourly rates set forth in the Rates for Professionals provided in Attachment A to this Engagement Letter, which is incorporated by reference herein. Attachment A lists those persons we anticipate may work on the Legal Services. In addition to the K&F attorneys listed in Attachment A, the assistance of other K&F attorneys and/or staff may be enlisted from time to time as determined necessary for the provision of the Legal Services.

It is K&F's policy to adjust hourly rates for all attorneys and staff at the beginning of the calendar year. Historically, rate increases have been between 5-8% per year. Rates quoted in Attachment A are 2021 rates. K&F shall not increase hourly rates charged for work performed during calendar year 2021 for Legal Services above those listed in Attachment A. K&F's practice is to charge for travel time, as discussed in Attachment A.

Kevin Fox will be the lead K&F attorney working with you in connection with the proposed Legal Services. Mr. Fox may utilize the services of other K&F attorneys in connection with this matter. By entering into this Engagement Letter, you consent in writing to Mr. Fox serving as the lead attorney in this matter and to Mr. Fox's assignment, with authorization by CC Power, of work on this matter to the other persons listed in Attachment A.

b. Expenses

Expenses may be incurred in connection with the Legal Services. K&F will bill for all costs, disbursements, and expenses in addition to our hourly fees. Costs and expenses include messenger and other delivery fees, copying and reproduction costs, costs for travel including mileage and parking, and similar expenses. Expenses will be billed at actual cost.

c. Invoices and Payments

K&F will invoice CC Power by the tenth (10th) day of each month for Legal Services provided during the prior calendar month. Invoices will list the matter worked on and provide information on the dates of service, time involved, person responsible and activity undertaken. K&F will use best efforts to respond to requests for special invoice formats. Upon receipt of properly prepared invoicing, CC Power shall pay K&F within thirty (30) calendar days for services provided in accordance with this Engagement Letter. K&F shall not invoice more than one hundred fifty-five thousand dollars (\$155,000) without CC Power's prior written authorization.

4. Termination of K&F's Representation

Either CC Power or K&F may terminate K&F's representation of CC Power at any time and for any reason. At the time K&F's representation of CC Power concludes, all unpaid fees and costs for work performed by K&F become due and payable. If at that time CC Power does not request the return of files related to the Legal Services, K&F will retain such files for a period of three (3) years, after which K&F may have the files destroyed.

5. Miscellaneous

This letter is the entire agreement between CC Power and K&F concerning the Legal Services and supersedes all prior or contemporaneous agreement between CC Power and K&F, whether written or verbal, for the Legal Services. This agreement and the scope of work provided under it may be amended from time to time by mutual agreement among K&F and CC Power. California law will govern this agreement and any subsequent amendments.

6. Conclusion

If the terms of K&F's representation as explained in this letter are satisfactory, please execute a copy of this letter as indicated and return it to me. Please feel free to contact me if you have any questions.

We look forward to our representation of CC Power.

Sincerely,

Kevin Fox, Partner
Keyes & Fox LLP

By signing this letter, the signatory affirms that he or she understands and agrees to bind his or her company to the terms set forth in this Engagement Letter. This agreement shall not take effect, and K&F shall have no obligation to provide the work described herein, until CC Power has returned a signed copy of this letter.

CC Power

I have read the foregoing letter, understand it and agree to it on behalf of CC Power.

By: _____

Title: _____

Date: _____

ATTACHMENT A
SCOPE OF WORK

1. Develop CC Power Operations Agreement. With input and guidance from CC Power Staff and Members, work with CC Power’s lead contract negotiator to begin developing an “Operations Agreement” for CC Power members to use to operate and schedule long-duration storage projects. Fees for legal services to begin developing CC Power’s Operations Agreement shall not exceed twenty-five thousand dollars (\$25,000) without CC Power’s written authorization.
2. Develop Strategies for Financial Security Requests. Assist CC Power’s Staff and Members to develop strategies for addressing requests for CC Power to post financial security in procuring long-duration storage projects under ESSA and RA offtake agreements. Fees for legal services to assist with developing strategies for responding to financial security requests shall not exceed twenty thousand dollars (\$20,000) without CC Power’s written authorization.
3. Assist with Developing Project Participation Agreement. Assist CC Power’s General Counsel to begin developing a “Project Participation Agreement” to be entered between CC Power members and CC Power to procure long-duration storage projects under ESSA and RA offtake agreements. Fees for legal services to assist with developing a Project Participation Agreement shall not exceed ten thousand dollars (\$10,000) without CC Power’s written authorization.
4. Negotiate Procurement Contracts. With input and guidance from CC Power Staff and Members, serve as lead counsel in negotiating ESSA offtake agreements arising out of CC Power’s 2020 RFO and any ancillary or related documentation required or provided by project developers (e.g., consents, estoppels, collateral assignments, letters of credit, financial guarantees, etc.). Contract negotiation services are anticipated to be provided beginning in April 2021 and to continue through the end of 2021. The total amount of fees for negotiating procurement contracts shall not exceed twenty thousand dollars (\$20,000) per ESSA contract negotiation without CC Power’s written authorization.
5. General Energy Procurement Services. As requested by CC Power Staff and Members, support CC Power’s energy procurement activities, including: (a) participation in calls and meetings with CC Power staff and members, (b) providing legal counsel regarding scheduling coordinator and other third-party agreements necessary to facilitate CC Power’s operations, and (c) other tasks as requested and agreed between CC Power and the firm. Legal services to support for CC Power’s general energy procurement are anticipated to begin being provided in April 2021 and the total amount of fees shall not exceed thirty-five thousand dollars (\$35,000) through the end of calendar year 2021 without CC Power’s written authorization.

Rates for Professionals:

Attorneys: Kevin Fox (partner), \$395; Caryn Lai (counsel), \$320; Ann Springgate (counsel), \$295; Lilly McKenna (associate), \$265; Beren Argetsinger (associate), \$225; Julia Kantor (associate), \$245.

Support Staff (“EQ Research”): Miriam Makhyoun (support), \$190; Ben Inskeep (support), \$150; Blake Elder (support), \$125; Alicia Zaloga (paralegal), \$95.

Firm Travel:

Travel time is billed at the one-half of the listed hourly rate; *provided*, however, that travel time and expenses will not be charged for Mr. Fox’s travel between K&F’s Denver and San Francisco offices. Every effort will be made to work productively on the Legal Services during travel. Except as set forth herein, all reasonable travel expenses are billable – hotel, airfare, car rental, meals, taxi, public transit, etc.



February 5, 2021

California Community Power
Attn: Jim Shetler, Interim General Manager
70 Garden Court
Suite 300
Monterey, CA 93940

RE: Engagement Letter - Gridwell Consulting and CC Power

Dear Jim Shetler:

Thank you for asking us to provide consulting services as further detailed on Exhibit A (“**Scope of Work**”), and such other matters as you may, from time to time, request us to perform, and which we agree to undertake. We are pleased to accept the assignment and this letter agreement sets forth the terms of our engagement.

Additional Scopes of Work may be required for future services or to expand the scope of our representation. Once executed, this letter agreement will cover services performed hereunder. Except as modified or expressed by any new agreement, all consulting services we perform will be on the terms described in this letter and the Scopes of Work(s).

We request that you designate someone as the authorized representative to direct us and to be the primary person to communicate with us regarding the services to be provided during the engagement as described in this letter agreement. Unless and until we hear from you to the contrary, we will consider you to be the authorized representative with whom we communicate. The service will be billed as a time and materials project unless otherwise noted in the Scope of Work. The current hourly charges for our consultants are dependent upon the skill and experience of the individual involved. At present, the firm’s hourly rates are set forth on Exhibit B.

If our hourly rates are changed, you will be notified on the monthly billing statement. If you have any questions concerning any new rates, please contact us immediately. We will bill monthly for all the services provided by our team. In addition to hourly fees for services rendered, expenses incurred by us on your behalf will be billed to you.

Our billings are due and payable in accordance with the payment terms identified in Exhibit B. If you have any questions about any items on your statement, please contact us promptly. Interest will accrue on any unpaid, undisputed balance beginning the sixty-first day following the invoice date. The simple annual interest rate is ten percent (10%). Upon receipt, amounts paid will be applied first to any accrued interest and then to the unpaid balance of expenses and fees. You agree to pay any collection costs, including court and/or arbitration costs, filing fees and reasonable attorneys’ fees. You agree to pay for services provided in connection with any subpoena, legal proceedings, including discover requests that may arise after the conclusion of the services or termination of this letter agreement, as such actions relate to the services rendered in connection with this Engagement Letter and any applicable SOW.

We agree to not use the confidential information you provide (“**Confidential Information**”) in any manner or for any purpose other than in furtherance of the consulting services, and will hold such confidential information in confidence and protect it from

February 5, 2021



unauthorized use and disclosure. All of our employees and subcontractors are under confidentiality obligations. Confidential Information does not include information that (a) is or becomes a part of the public domain through no act or omission of us, (b) is disclosed to us by a third party without restrictions on disclosure, or (c) was in our lawful possession prior to the disclosure and was not obtained by us either directly or indirectly from you. In addition, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority. We shall promptly notify you of any such request, to the extent practicable, so that you may seek an appropriate protective order at your discretion.

The relationship created hereby is solely that of independent contractor. Nothing herein or in the services performed shall create a relationship of partners, principal and agent, or joint-venture or any fiduciary relationships between us. Liability for any services hereunder shall be capped at the funds received hereunder. Under no circumstance will we be liable for consequential, punitive, incidental or special damages or claims of lost profits, revenue or opportunity cost. The terms of this paragraph shall survive termination or expiration of this letter agreement.

This engagement may be terminated by either party for any reason on 30 days' written notice. If any provision of this letter agreement is held to be unenforceable for any reason, the remainder of the letter agreement will be severable and will remain in effect. Any dispute arising out of or relating to the services or this letter shall be determined by binding arbitration. This letter agreement shall be governed by California law without regards to conflicts of law.

We look forward to our engagement in this matter and appreciate the opportunity to provide these services.

Very truly yours,

Gridwell Consulting

Carrie C. Bentley
Chief Executive Officer

The terms of the engagement are acknowledged and approved.

Dated as of _____

Company Name

By: _____

Name:

Title:

EXHIBIT A

SCOPE OF WORK #1

DATED: FEBRUARY 5, 2021

PROJECT:

We shall render such services as you may from time to time request, including, without limiting the generality of the foregoing:

1. *Review of Agreements.* As requested, Gridwell will review any agreements that enable the joint-CCAs to procure and operate LDS; including eventually the Operating Agreement for the joint operation and scheduling of the LDS.
2. *Review/development of Pro Forma Procurement Contracts.* We anticipate this will include review of a Pro Forma Energy Storage Supply Agreement (ESSA) and stand-alone Resource Adequacy (RA).
3. *Negotiate LDS contracts.* Gridwell will serve as lead negotiator on any projects making the short-list out of the joint-CCA LDS RFO and the budget is based on up to 3 contracts. This includes, in coordination with CCA leadership and lead counsel:
 - a. Leading the scheduling and pacing of negotiations; coordinating counter-party schedules and negotiation schedules to ensure manageable workflow for technical/legal input, joint-CCA/JPA team review and input, individual CCA review and input.
 - b. Managing need for technical experts to weigh in on non-standard LDS design elements impact on Pro Forma contract terms and coordination with joint-CCA/JPA team leadership to hire/authorize hours as warranted.
 - c. Leading coordination effort between negotiation team and joint CCA/JPA leadership team. Depending on number of contracts being negotiated this could include developing workflow process to ensure seamless coordination and communication while negotiating multiple contracts at a time.
 - d. Leading coordination of- and co-leading strategy and execution of- negotiation calls by working with counsel to develop plan for each call and key aspects of each contract.
 - e. Reviewing and editing contract drafts by providing CAISO and market subject matter expertise on contract provisions for consideration of joint CCA/JPA leadership.
4. *Provide technical support for non-standard project designs.* Gridwell anticipates that there may be additional technical assistance needed during contract negotiations if new-technology resource is short-listed. As requested, Gridwell will update any prior analysis based on information obtained during negotiations. This may include assessment of feasible timelines for COD, risks related to CAISO market participation, changes in RA rules, etc.

SCHEDULE OF WORK:

The work will commence on the date hereof and shall be ongoing.

EXHIBIT B

FEES AND REIMBURSEMENT:

A. 2021 Hourly Rate:

Principal Consultant	\$405
Senior Consultant	\$365
Consultant	\$305
Analyst	\$265
Editor	\$100
Administrative	\$50

B. Contract Not-To-Exceed: \$75,000

C. Reimbursement for outside administrative services, direct charges, and travel and subsistence will all be charged at cost. Non-working travel time over 1 hour will be billed at 50% hourly rate.

We will invoice you monthly for services and expenses and shall provide such reasonable receipts or other documentation of expenses as you might request, including copies of time records.

Payment terms: You will be invoiced as of the first day of each month for services rendered and expenses incurred during the previous month. Payable net 31 days.

California Community Power

Agenda Item 6G

1. **Resolution 21-02-06 *Selection and Approval of CC Power Website Development and Maintenance Services Provider.***
2. **Attachment A to Resolution 21-02-06: Agreement between the California Community Power Agency and the Silicon Valley Clean Energy Authority for Website and Logo/Branding Development and Website Hosting Services.**

**California Community Power
Resolution 21-02-06**

**SELECTION AND APPROVAL OF CC POWER WEBSITE
DEVELOPMENT AND MAINTENANCE SERVICES PROVIDER**

WHEREAS, California Community Power (“CC Power”) was created by a Joint Powers Agreement (“JPA”); and

WHEREAS, JPA Section 4.08 provides that the CC Power Board of Directors shall have the power to appoint other officers and staff as it may deem necessary who shall have such powers, duties, and responsibilities as are determined by the Board, and to retain independent accountants, legal counsel, engineers, and other consultants; and

WHEREAS, the CC Power Board of Directors finds it advantageous to enter into an agreement with its member Silicon Valley Clean Energy to provide support for website development, maintenance, and other information technology services as provided in the attached agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby:

1. Select and approve Silicon Valley Clean Energy to provide website development and maintenance services to CC Power; and
2. Authorize the Interim General Manager to enter into an agreement to provide such services, attached hereto in substantially final form as Attachment A to this resolution.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 17th day of February, 2021, by the following vote:

	Aye	No	Abstain	Absent
Sonoma Clean Power Authority				
East Bay Community Energy				
Silicon Valley Clean Energy				
Redwood Coast Energy Authority				
Peninsula Clean Energy				
San José Clean Energy				
Central Coast Community Energy				
Marin Community Energy				

_____ Chair

_____ Attest by: Secretary

**AGREEMENT BETWEEN THE CALIFORNIA COMMUNITY POWER AGENCY AND
THE SILICON VALLEY CLEAN ENERGY AUTHORITY FOR WEBSITE AND LOGO/BRANDING
DEVELOPMENT AND WEBSITE HOSTING SERVICES**

This AGREEMENT, effective January 14, 2021, is by and between the California Community Power Agency, a California Joint Powers Authority ("CC Power"), and the Silicon Valley Clean Energy Authority, a California Joint Powers Authority ("SVCE") (collectively referred to as the "Parties").

RECITALS:

- A. Both CC Power and SVCE are joint powers authorities duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) with the power to conduct its business and enter into agreements.
- B. SVCE is a member of CC Power and desires to assist the start-up of CC Power by providing Website and logo/branding development services and Website hosting services.
- C. CC Power and SVCE desire to enter into a services agreement upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM

The term of this Agreement shall commence on January 14, 2021, and shall terminate on December 31, 2021 unless terminated earlier as set forth herein. The Agreement may be extended for the period of time mutually agreed by the Parties in writing.

2. SERVICES TO BE PERFORMED

SVCE shall perform the services set forth in **Exhibit "A,"** which is attached hereto and incorporated herein by this reference (the "Services").

3. REIMBURSEMENT FOR SERVICES

SVCE shall be reimbursed for the Services in a total amount not to exceed nineteen thousand, eight hundred dollars (\$19,800.00). SVCE shall provide a monthly invoice to CC Power providing a description of the costs and expenses incurred by SVCE in providing the Services pursuant to this Agreement in the prior month. For services performed by SVCE employees, the invoice shall provide an itemized breakdown of the time spent by each employee and the billing rate applicable to such employee.

4. STANDARD OF CARE

SVCE agrees to perform all services required by this Agreement in a manner commensurate with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement.

5. EMPLOYEES OF SVCE NOT EMPLOYEES OF CC POWER

Under no circumstances shall the employees of SVCE be considered employees of CC Power. SVCE shall be solely responsible and liable for paying all compensation and benefits owed to its employees for the services provided by SVCE under this Agreement.

6. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF CC POWER.

CC Power is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. CC Power shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. SVCE shall have no rights and shall not make any claims, take any actions or assert any remedies against any of CC Power's constituent members in connection with this Agreement.

7. HOLD HARMLESS AND INDEMNIFICATION

Each Party shall defend, indemnify and hold harmless the other Party (including its officers, employees and agents) against any claim, loss or liability arising out of the performance of this Agreement by such Party. Nothing contained herein shall be construed as a waiver of any immunities or defenses that a Party may have under applicable provisions of the law, including the provisions of the California Tort Claims Act (Government Code Section 801 et seq.). This mutual indemnification agreement is adopted pursuant to Government Code Section 895.4 and in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6. This provision shall survive expiration or termination of this Agreement.

8. PROHIBITION AGAINST TRANSFERS

SVCE shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of CC Power. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

9. SUBCONTRACTOR APPROVAL

Unless prior written consent from CC Power's Representative is obtained, SVCE shall only use its officers and employees in the performance of this Agreement.

10. PARTY REPRESENTATIVES

The General Manager shall represent CC Power in all matters pertaining to the Services to be performed under this Agreement. The SVCE Chief Executive Officer shall represent SVCE in all matters pertaining to the Services to be performed under this Agreement.

11. CONFIDENTIAL INFORMATION

SVCE shall maintain in confidence and not disclose to any third party any confidential information or records not subject to disclosure under the California Public Records Act that are prepared or generated by SVCE or provided to SVCE by CC Power in the performance of this Agreement.

12. RECORDS

SVCE shall keep and maintain full and complete documentation and accounting records concerning all services performed under this Agreement and shall make such documents and records available to CC Power for inspection and copying at any reasonable time. SVCE shall maintain such records for a period of five (5) years following completion of work hereunder. Any reports, data, documents or other records prepared by SVCE for CC Power under this Agreement shall be considered the records of CC Power and shall not be destroyed without the express written approval of CC Power.

13. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, addressed as hereinafter provided. Each party may change the address by written notice in accordance with this provision.

All notices, demands, requests, or approvals shall be addressed as follows:

TO CC POWER:

Attention: Tiffany Law, Treasurer and Controller
70 Garden Court, Suite 300
Monterey, CA 93940

TO SVCE:

Attention: Girish Balachandran
333 W. El Camino Real #330
Sunnyvale, CA 94087

14. TERMINATION

Either Party may terminate this agreement by providing no less than sixty (60) days' written notice to the other party. CC Power shall pay SVCE for services satisfactorily performed up to the effective date of termination. In the event of termination, SVCE, within fourteen (14) days following the date of termination, shall deliver to CC Power all records and work products generated by SVCE under this Agreement.

15. COMPLIANCE

SVCE shall comply with all applicable local, state and federal laws.

16. CONFLICT OF LAW

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Monterey, State of California.

17. WAIVER

A waiver by CC Power of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

18. INTEGRATED CONTRACT

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both CC Power and SVCE.

19. AUTHORITY TO EXECUTE

The individual(s) executing this Agreement represent and warrant that they have the legal capacity to do so on behalf of their respective legal entities.

20. INSERTED PROVISIONS

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

21. CAPTIONS AND TERMS

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.

SVCE
A California Joint Powers Authority

CC POWER
A California Joint Powers Authority

By: _____ By: _____

Title: _____ Title: _____

ATTEST:

CLERK

Exhibit A

Scope of Work & Budget California Community Power Website and Brand Development

Silicon Valley Clean Energy (SVCE) will provide the following services to the startup of California Community Power (CC Power) in 2021. SVCE will provide the services of its IT and communications staff, and Creative F5, its contracted web development and graphic design firm, to complete the following tasks.

TASKS

Task A – Website Development

- Purchase domain name
- Purchase and set up website hosting with business-level hosting, website security, SSL and backup included
- Select website theme and build the website and associated webpages necessary for CC Power to conduct business
- Ensure the website follows all ADA compliance laws
- Ensure public meeting information is easily accessible on the website to comply with Brown Act requirements

Task B – Logo Development and Branding

- Work with Creative F5 to develop the CC Power logo and brand guidelines.

Task C – Contingency for Startup Communications Support

- SVCE can assist CC Power with setting up additional communications capabilities, such as a newsletter service and reserving social media handles for later use, if the agency wishes to utilize these platforms.
- At a minimum, securing these sites will prevent them from being used by another entity in the future, causing potential confusion, or requiring purchasing them.

Task D – Website Maintenance and Ongoing Communications Activities

- Ongoing support for the CC Power website and communications services performed by SVCE staff or consultants.
- This includes, but is not limited to, uploading board documents, recording and posting board meetings, and media relations

TIMELINE

Task A – January and February 2021

Task B – Summer or Fall 2021

Task C – Ongoing

Task D – As needed

BUDGET

The Creative F5 rate under its SVCE contract is \$90/hr and charges will be administered for work performed on an hourly basis. The estimates provided below may be more or less depending on the amount of edits and changes requested.

Task A – \$7,380.00

- Website setup and development
62 hrs x \$90/hr = \$5,580.00
- GoDaddy website hosting, website security, SSL, backup
Business hosting, 3 years - \$1,259.64
Website security – advanced, 3 years - \$539.64

Task B – \$5,620.00 (estimate)

- Logo development (research, brainstorming, concepts) and logo revisions (estimate, three rounds)
62 hrs x \$90/hr = \$5,580.00

Task C – \$2,000.00 (estimate)

- This is to cover the SVCE staff costs incurred supporting the communications and website startup for CC Power.
- SVCE staff reimbursement rate for its communications manager is \$70/hr
- This amount may also cover additional expenses such as graphic design work, purchasing stock photos or other materials that require a license.

Task A – C Total Not-to-Exceed is \$15,000.00

- The costs shared above are all estimates, and totals may come in below the estimated amount. All costs shall be under the not-to-exceed amount.

Task D – Not-to-exceed \$400/month, annually

- Cost to cover monthly website maintenance, which will be charged on an hourly basis for work performed.
- The hourly rates for Creative F5 is \$90/hr.
- SVCE staff reimbursement rate for its communications manager is \$70/hr.
- Monthly maintenance budget also covers the \$12/month for Google workplace for the info@cacommunitypower.org email address, YouTube account and other Google workplace features.

California Community Power

Agenda Item 6H

1. **Resolution 21-02-07 *Delegation of Authority to Board Chair/Vice-chair for Approval of Invoices for Payment of Budgeted Items.***

**California Community Power
Resolution 21-02-07**

**DELEGATION OF AUTHORITY TO BOARD CHAIR/VICE CHAIR
FOR APPROVAL OF INVOICES FOR PAYMENT OF BUDGETED ITEMS**

WHEREAS, California Community Power (“CC Power”) was created by a Joint Powers Agreement (“JPA”); and

WHEREAS, JPA Section 4.01 provides that CC Power shall be administered by a Board of Directors, which shall be vested with the powers set forth in the JPA, and shall have the authority to provide for the general management and oversight of the affairs, property and business of CC Power; and

WHEREAS, JPA Section 2.03 states that CC Power is authorized, in its own name, to do all acts necessary to fulfill the purposes of the JPA including, but not limited to, incur debts, liabilities, and obligations.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby delegate the authority to the CC Power Board Chair or Vice Chair to approve invoices for payment of budgeted items.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 17th day of February, 2021, by the following vote:

	Aye	No	Abstain	Absent
Sonoma Clean Power Authority				
East Bay Community Energy				
Silicon Valley Clean Energy				
Redwood Coast Energy Authority				
Peninsula Clean Energy				
San José Clean Energy				
Central Coast Community Energy				
Marin Community Energy				

Chair

Attest by: Secretary

California Community Power

Agenda Item 6I

- 1. DRAFT CC Power White Paper: Development of Agency Policies.**

Braun Blaising Smith Wynne, P.C.

Attorneys at Law

02/10/21

To: CC Power Board of Directors

From: Braun Blaising Smith Wynne, P.C.

RE: Discussion on Development of Policies for CC Power

During the development discussions on CC Power, members raised questions regarding the development of policies for the new agency. These discussions led to two basic approaches for how to proceed:

1. Develop a set of policy principles to help guide the organization during the early years of its initial formation and develop more detailed policy statements as needed (e.g. – LDS project)
2. Adopt a formal policy statement on key issues (e.g. – labor, environmental, diversity) and supplement this statement with more detailed policy statements as needed.

Staff agreed to develop some more background material on the issue and to bring it to the Board for more discussion. Included in the Board packet is a draft white paper that discusses these two options along with a third option, which is a hybrid of the two options discussed above. The purpose of the white paper is to stimulate the Board discussions but should not be viewed as a definitive recommendation.

Staff is not seeking any Board action at the February 17, 2021, meeting. The goal is to allow the members to discuss these options, or other alternatives that might be proposed during the discussions, and to determine if there is member consensus around an approach. Staff would suggest that based upon these discussions, the Board Chair appoint an ad hoc committee of the Board to work with the General Manager and return with a proposal for Board consideration and possible action at a future Board meeting.

CC Power White Paper

Development of Agency Policies

Introduction

The purpose of this white paper is to provide some background and initial options for Board consideration regarding the development of policies for the recently formed California Community Power (CC Power) Joint Powers Authority. The goal is to stimulate initial discussion among the CC Power members on the subject and to seek consensus on next steps.

Background

In pre-JPA formation discussions among the future, potential members of CC Power the issue of what policies should be developed for the JPA and when should they be developed was raised. There was a focus on such policy issues as labor, environmental, and diversity, though there was also discussion around general administrative policies (e.g. – procurement, delegation of authority, etc.). As a result of these discussions, there are three major options proposed:

1. Initially develop a set of high-level policy principles for CC Power with the intent of evaluating the application and fleshing out the details of these principles on a project-by-project basis subject to the project type and member participation.
2. Establish a formal policy statement upfront that represents CC Power's commitment to key policy issues (e.g. – labor practices, environmental sustainability, diversity) with the intent of fleshing out the details of these principles in the near future and evaluating their application on a project-by-project basis subject to the project type and member participation.
3. Adopt a hybrid of the two options above, including adopting specific policy statement on key issues now and endorsing the high-level policy principles on a broader range of issues to help guide the organization over the first year or two of operation.

The remainder of the white paper will lay out some concepts for each of these options for consideration by the CC Power Board.

Discussion

As noted in the Background section, prior member discussions resulted in two suggested options for moving forward with policy development. In looking at these options, some additional issues on how CC Power moves forward should also be considered:

- What level of time and resources do the members want to expend on policy development at this stage of CC Power's development?
- How fast do we anticipate CC Power taking on additional projects and/or services beyond the current LDS effort that might dictate the need for better policy definition?

- How do we best reconcile consensus-based policies developed for CC Power with individual member policy statements on a given issue?

With these in mind, below is a discussion on the two options, along with a proposed third hybrid option.

Option 1 – Development of High-level Policy Principles

Under this option, the intent would be to develop a set of high-level principles around key policy issues that the members can embrace. These would be used as the basis for providing guidance during the formation efforts of CC Power. Attachment A is an initial draft of a set of possible policy principles as an example for purposes of discussion. Development of detailed policy statements would be deferred to those necessary to support near-term CC Power operations and negotiations for the proposed Long Duration Storage (LDS) project. These policies would be applied on a project-by-project basis, based upon the type of project and member participation.

Option 2 – Adoption of a Formal Policy Statement

Under this option, the Board would adopt a formal policy statement that would represent the Agency's commitment to key policy issues. The following is an example of such a formal policy statement:

"CC Power will seek to award contracts and negotiate contract terms consistent with our values and goals regarding environmental sustainability; local hire; support of local business; support for union craft labor and apprenticeship programs for new construction projects that create employment opportunities; support for maintaining area construction wage standards; support for the use of a skilled and trained workforce; and support for inclusive business practices."¹

Development of detailed policy statements would be pursued in a timely manner with a priority on those necessary to support near-term CC Power operations and negotiations for the proposed Long Duration Storage (LDS) project(s). These policies would be applied on a project-by-project basis, based upon the type of project and member participation.

Option 3 - Hybrid

Adopt a hybrid of the two options above, including adopting specific policy statement on key issues now (labor, environmental and diversity) and endorsing the high-level policy principles on a broader range of issues to help guide the organization over the first year or two of operation.

Next Steps

Based upon the discussions and direction from the CC Power Board, staff would plan on returning with a formal recommendation for Board consideration and possible action.

¹ This statement is based upon proposed wording provided by Peninsula Clean Energy.

Attachment A – Possible Policy Principles

1. All expenditures by CC Power will be based upon prior Board approved budgets and payment of invoices will require appropriate delegated approval.
2. Procurement of materials and services from third parties is preferred to be by competitive processes with solicitation of at least three bidders. Where sole-source procurement is deemed necessary, proper justification will be provided to, and approved by, the Board. The exception to the requirement for competitive solicitation for services will be those situations where the services are provided by an individual member with concurrence/approval by the Board.
3. CC Power is committed to the highest standards of responsible behavior and integrity in all of its business relationships.
4. CC Power will support its members' goals of:
 - a. sustainable workforce opportunities, through
 - i. Fair compensation in direct hiring and contracting, including requiring prevailing wages
 - ii. Use of union construction labor and apprenticeship programs for major new construction projects, including project labor agreements where appropriate
 - iii. Promoting local projects (i.e. – projects within the member service areas)
 - b. local economic development, through
 - i. Use of local businesses (i.e. – businesses within the member service areas)
 - ii. Promoting local projects (i.e. – projects within the member service areas)
 - c. diversity inclusion, through
 - i. Requiring that all suppliers do not discriminate, on the basis of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
 - ii. Promoting selection of suppliers with diverse backgrounds
 - d. and environmental sustainability, through
 - i. Selection of projects that minimize generation of greenhouse gases
 - ii. Selection of projects that minimize local environmental impacts
 - iii. Promoting local projects (i.e. – projects within the member service areas)