

California Community Power

**Regular Meeting of the Board
of Directors of CC Power**

1:00 P.M.

Wednesday, March 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 **March 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: 991 8204 4030

Meeting Link: <https://zoom.us/j/99182044030>

AGENDA

- 1 Call to Order.**
- 2 Verification of Meeting Quorum.**
- 3 Matters subsequent to posting the Agenda.**
- 4 Public Comment** – any member of the public may address the Board of Directors concerning any matter not on the agenda.
- 5 Consent Agenda.**
 - A. Minutes of the Regular Commission Meeting held on February 17, 2021.
 - B. Approval of Contract with Adirondack Power Consulting, LLC for Interim General Manager Services.
 - C. Approval of Contract with Braun Blaising Smith Wynne, P.C. for Interim General Counsel Services.
 - D. Approval of Pisenti & Brinker, LLP to Audit the Financial Statements of CC Power.
- 6 Regular Agenda Items – Discussion and Possible Action.**
 - A. *Ad hoc Committee Report – Selection of General Manager and General Counsel.*
 - i. Discussion on Near-term Goals for CC Power that could Impact Selection.
 - ii. Consider and Possibly Approve Resolution 21-03-11 *Authorization to Issue a Request for Proposal, Conduct Interviews, and Develop a Contract for General Counsel Services.*
 - B. *Ad hoc Committee Report – Policy Development.*
 - i. Discussion on Draft Policies Document.
 - C. *Interim General Manager's Report.*
 - D. *Discussion of Any Individual Member Items.*
 - E. *Board Workshop.*
 - i. Considerations for Selection and Siting of Long Duration Storage Project.
- 7 Adjournment.**

California Community Power

Consent Agenda Items

- A. Minutes of the February 17, 2021 CC Power Regular Meeting.**
- B. Adirondack Power Consulting, LLC: Engagement Letter – Interim General Manager Services for CC Power.**
- C. Braun Blaising Smith Wynne, P.C.: Engagement for Legal Services.**
- D. Pisenti & Brinker LLP: Audit of Financial Statements Engagement Letter.**

**MINUTES OF THE REGULAR MEETING OF THE DIRECTORS OF
CALIFORNIA COMMUNITY POWER (CC POWER)**

February 17, 2021

On this date, a Regular Meeting of the Directors of CC Power was held telephonically.

Representatives Present:

Member Agency	Director
Central Coast Community Energy (3CE)	Tom Habashi
East Bay Community Energy (EBCE)	Nick Chaset
Marin Clean Energy (MCE)	Dawn Weisz, Vice-chair
Peninsula Clean Energy (PCE)	Jan Pepper
Redwood Coast Energy Authority (RCEA)	Matthew Marshall
San José Clean Energy (SJCE)	Lori Mitchell
Silicon Valley Clean Energy (SVCE)	Girish Balachandran, Chair
Sonoma Clean Power Authority (SCP)	Geof Syphers

1. Call to Order: Mr. Tony Braun of Braun Blaising Smith Wynne, P.C. congratulated CC Power on its formation and called the meeting to order at 1:02 p.m.
2. Verification of Directors and Meeting Quorum: Roll call was taken and attendance is noted above. All present Board members participated via teleconference.
3. Selection and Appointment of Board Chair, Vice Chair, and Secretary: Director Habashi nominated Girish Balachandran of SVCE as Chair, Dawn Weisz of MCE as Vice-chair, and Tony Braun of Braun Blaising Smith Wynne, P.C. (BBSW) as Secretary. The motion was seconded by Director Syphers. A voice vote was taken and all Directors voted in favor of these selections.
4. Matters Subsequent to Posting the Agenda: None.
5. Public Comment: Chair Balachandran invited comments from the public on matters not on the agenda, noting that four letters had been received and posted to the CC Power website (www.cacommunitypower.org). No additional public comment was offered.
6. Regular Agenda Items – Discussion and Possible Action:
 - A. Chair Balachandran reviewed that CC Power has been working with Braun Blaising Smith Wynne, P.C. and Jim Shetler of Adirondack Power Consulting during its formation, and the resolution proposes continuing those relationships on an interim basis. He also noted his intention to assemble an *ad hoc* committee, made up of himself, Dawn Weisz, Lori Mitchell, and Tom Habashi to initiate a Board-driven selection process for a General manager and General Counsel, with the goal to have the selection completed in time for the Board to review at the May meeting. Mr. Braun emphasized the interim nature of the

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present GM and GC relationships and the importance of the board-driven process for selecting successors.

No public comment was received on this item, and there was no Board discussion. Director Weisz noted a correction to her organization's name, Marin Clean Energy, rather than Marin Community Energy, on this and other resolutions. Director Habashi moved, Director Marshall seconded, and a roll call vote was taken. All Directors voted unanimously in favor of Resolution 21-02-01 *Appointment of Interim General Manager and Interim General Counsel*.

- B. Mr. Shetler thanked the Board for his appointment as Interim General Manager and congratulated the members on their formation of CC Power. He then provided an overview of the formation efforts to be discussed during the meeting, an update on the process for moving forward with the Long Duration Storage (LDS) Project, and an update on the status of the LDS project RFO evaluation process.

With respect to the LDS Project, Mr. Shetler noted that it would be driven through an *ad hoc* Project Oversight Committee (POC), which is advisory to CC Power. Initial efforts will be focused on finalizing short list recommendations and working with the negotiating team on principles. Longer term the POC will advise the negotiating team on issues and recommendations. All major project approvals will be brought to the Board.

Mr. Shetler then gave an update on the RFO evaluations process for the LDS project. The goal is to have a short list of recommended projects by mid-March for participant consideration, with selection of final projects by April to allow for initiation of negotiations.

Director Marshal requested that the presentation be posted to the website, and Mr. Shetler confirmed that would be done. Chair Balachandran invited further questions or discussion from the Board and questions from the public and none were raised.

- C. Chair Balachandran clarified that only one meeting per year was required by the Joint Powers Agreement (JPA); however, a schedule including six additional meetings has been set up in the resolution. Director Syphers asked whether moving a meeting or adding a meeting would require a Special Meeting. Mr. Braun called attention to the fact that the resolution allowed for flexibility by direction of the Secretary. Chair Balachandran invited further questions or discussion from the Board and questions from the public and none were raised. Director Syphers moved, Director Pepper seconded, and a roll call vote was taken. All Directors voted unanimously in favor of Resolution 21-02-02 *Resolution Setting the Regular Meeting Dates for 2021*.
- D. Mr. Shetler introduced the next resolution and provided an overview. He noted that 3CE has offered their services as Treasurer and to provide the Authority's business address. Chair Balachandran invited further questions or discussion from the Board and questions from the public and none were raised. Director Marshall moved, Director Weisz seconded, and a roll call vote was taken. All Directors voted unanimously in favor of Resolution 21-02-03 *Appointment of Treasurer/Controller, Approval of Contract for Accounting Services, and Designation of Business Address*.
- E. Mr. Shetler provided an overview of CC Power's budget for 2021, which includes the LDS project and General expenses for start-up and routine operations of the JPA. He noted that the LDS estimates were based on initial assumptions that three projects would be pursued, and allocations were based on a percentage share for participants' estimated target capacity needs. This will be revised once participants select desired

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project participation levels. For general budget cost allocation, the assumption is that all participants will pay an equal share.

Director Weisz raised a question as to why the General Counsel costs are expected to be higher in September. Mr. Braun stated that the administrative expenses associated with that meeting are expected to be higher than typical due to preparations for that meeting, related to the potential LDS project agreement(s). He stated that this amount would be reviewed to be determined whether it would be more appropriate to allocate that amount to the LDS project. Mr. Shetler also noted that it is expected that this budget will need to be adjusted based on the expected addition of two new members and adjustments for LDS Project participants. Director Habashi asked for clarification on the current member count, and Mr. Shetler responded that Valley Clean Energy (VCE) has moved forward with internal approvals. Director Syphers asked that members consider clarifying how members would indicate their commitment to participating in CC Power, and Mr. Shetler reviewed the resolution, stating that voting for the resolution would commit members who vote for it to the cash calls indicated within. Director Weisz suggested that, due to the amount of uncertainty regarding LDS project(s), perhaps only the General budget be approved at this time. Chair Balachandran stated that LDS project work was already underway and those efforts need to be funded, and Mr. Shetler noted that funding for the negotiating process needed to be in place in the near future and suggested one possible way to address would be only authorize LDS funding for a portion of the year. Directors Weisz and Habashi supported this idea.

Chair Balachandran invited further questions or discussion from the Board and questions from the public. Director Syphers moved that the LDS project be approved through September and the General Budget be approved through December, and Director Habashi seconded that motion. Director Habashi also suggested a change to item 3 of the resolution to include the caveat 'subject to final allocation approvals.' Chair Balachandran reconfirmed the motion and second with Directors Syphers and Habashi before proceeding to a vote. Mr. Shetler read the resolution as amended, and a roll call vote was taken. All Directors voted unanimously in favor of the amended 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*. Ms. Pepper noted that March – September is seven months; it was clarified by Chair Balachandran that the commitment is for seven and the cash call for six (for the LDS project.)

- F. Mr. Shetler provided background on this resolution and noted that funding for these contracts assumes support through the end of the year; however, the majority of funding is expended by September. Chair Balachandran invited further questions or discussion from the Board and questions from the public. Director Syphers stated that he has been impressed with what he has seen from both of these firms and strongly supports moving forward with these contracts. He then moved, Director Chaset seconded, and a roll call vote was taken. All Directors voted unanimously in favor of Resolution 21-02-05 *Selection and Approval of Consulting Services for Negotiations of Potential Long-term Duration Storage Projects*.
- G. Mr. Shetler introduced the resolution, Chair Balachandran invited comment from the public and discussion/questions from the board and none were forthcoming. Director Marshall moved, Director Habashi seconded, and all Directors voted unanimously in favor of Resolution 21-02-06 *Selection and Approval of CC Power Website Development and Maintenance Services Provider*.

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- H. Mr. Shetler introduced the next resolution. Chair Balachandran invited questions/discussion from the Board. Director Syphers questioned CC Power's ability to make payments in a timely fashion if authority were not given to the Interim General Manager rather than the Board Chair/Vice-chair. Mr. Shetler and Mr. Braun stated that, while both options were considered, they supported giving the authority to the Chair/Vice-chair at this time due to the interim nature of the GM position and that delegations to the GM could be reconsidered once a permanent GM is selected. Mr. Syphers supported that plan.

Chair Balachandran invited comment from the public and any further discussion/questions from the board and none were forthcoming. Director Pepper moved, Director Mitchell seconded, and a roll call vote was taken. All Directors voted unanimously in favor of Resolution 21-02-07 *Delegation of Authority to Board Chair/Vice-chair for Approval of Invoices for Payment of Budgeted Items*.

- I. Mr. Shetler initiated a discussion on the development of policies for CC Power, reviewing the options discussed among potential JPA members prior to formation. The first option was to develop high-level policy principles to guide the organization and focus on policies to support the LDS project. The second option was to adopt a formal policy statement on key issues and move forward with development of detailed policy statements. The third option was a hybrid of the two, involving the adoption of a formal policy statement on key issues with a focus on policies to support the LDS project.

Chair Balachandran invited comments from the public. Tom Enslow spoke on behalf of IBEWs 6 and 617, supporting the formal adoption of CC Power policies consistent with the letter they submitted on February 17th. Rick Bonilla, a Director and member of the Executive Committee of Peninsula Clean Energy spoke in support of the letter he submitted on February 16th. Diane Bailey, with Menlo Spark, spoke in support of the letter she submitted in conjunction with other parties on February 17th. Steven Booker recommended that CC Power adopt a workforce policy similar to that of Peninsula Clean Energy and supported project labor agreements for all projects. Alex Lantsberg, Research and Advocacy Director for the San Francisco Electrical Construction Industry, echoed the comments of other commenters and underscored the importance of a strong policy adhering to these principles. Beth Vaughn congratulated CC Power on their formation and stated that CalCCA looks forward to supporting this JPA. Barbara Hale, Assistant General Manager for Power at the San Francisco Public Utilities Commission, stated that they look forward to becoming members. She noted that San Francisco's approval process has been clear in stating the values they want brought to the table in decision-making of CC Power, she has provided Mr. Shetler with the resolution language including these value statements, and she looks forward to working with the *ad hoc* committee members. Bruce Naegel stated his support for the mass purchasing power of CC Power, which will support needed large energy and storage facilities, in addition to support for the reintegration of workers who may be displaced as the result of any gas to electric transition.

Chair Balachandran invited discussion from the Board. He then reiterated the labor-friendly nature of CC Power's members and their boards. Chair Balachandran also reminded the Board of his intention to assemble an *ad hoc* policy development committee to review the options and comments received and to bring back a recommendation to the Board for consideration within a timeframe that would support expected LDS project negotiations. Director Syphers stated his appreciation for the public comment and letters submitted in advance. He also noted his support for not

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leaving workers behind when industries shift. Director Pepper thanked the public commenters and stated that she hopes this board moves toward option #2 to develop specific policies expeditiously. She also responded to comments regarding electeds and that CC Power will work to ensure they have the support of their respective Boards. Chair Balachandran also reiterated that the CC Power Board members will need to take agreements back to their own Boards for approval, and the *ad hoc* committee will work to develop CC Powers own policies. Director Marshall stated his support for good labor policies and noted the challenges of how varying priorities can be managed by CC Power. Chair Balachandran stated his appreciation for the public comments. In response to a question from William, a member of the public, he stated that the *ad hoc* committee meetings will not be open to the public, and the first meeting date has not been set, but all actions will be on the agenda at an open board meeting of CC Power. He also invited members of the public to sign up on CC Power's website to receive future agendas.

- J. There was no discussion of any additional individual member items. Director Syphers took the opportunity to thank all those who have been involved in getting CC Power to this point.

The Board of Directors adjourned at 2:41 p.m.

Minutes approved on March 17, 2021.

C. Anthony Braun, Secretary



March 8, 2021

Mr. Girish Balachandran - Chair, Board of Directors
CA Community Power
70 Garden Court, Suite 300
Monterey, CA 93940

RE: Engagement Letter – Interim General Manager Services for CC Power

Dear Mr. Balachandran:

Adirondack Power Consulting, LLC (“APC”) is pleased to provide, at your request, interim General Manager services to CA Community Power (“CC Power”) as further detailed in Exhibit A – Scope of Work. This letter agreement sets forth the terms of this engagement. 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 Scope of Work.

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 this engagement are based upon the experience and knowledge of the firm’s Principal, James Shetler. 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 APC. In addition to hourly fees for services rendered, expenses incurred by us on your behalf will be billed to you at cost.

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 Scope of Work.

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 unauthorized use and disclosure. 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.

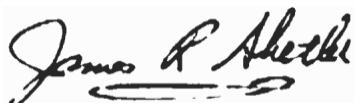
The relationship created hereby is solely that of independent contractor. Nothing herein or in the services performed shall create a relationship of partners, principal and agent, or joint- venture or any fiduciary relationships between us. Liability for any services hereunder shall be capped at the 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.

Sincerely,

Adirondack Power Consulting, LLC



James R. Shetler, Principal

The terms of the engagement are acknowledged and approved.

Dated as of _____

CA Community Power

By: _____

Girish Balachandran - Chair, Board of Directors

Exhibit A – Scope of Work – Interim General Manager

Scope

We shall provide the following services as estimated:

1. Task 1: General Overhead Support – Not to exceed 15 hours/month
 - a. Preparation of Board agendas and packets
 - b. Consultation with Board Chair and Interim General Counsel
 - c. Consultation with, and support to, Board committees
 - d. Stakeholder outreach
 - e. Preparation of monthly reports
2. Task 2: LDS Project Oversight – Not to exceed 45 hours/month
 - a. Oversee and support the participant LDS Project Oversight Committee(s)
 - b. Coordinate and oversee the project negotiation team, made up of support from Gridwell Consultants, Keyes & Fox, and BBSW
 - c. Prepare update reports
3. Task 3: Transition Support – not to exceed 10 hours
 - a. Provide assistance to the selected General Manager in transitioning to her/his new position once appointed by the Board

Schedule

The engagement for Tasks 1 and 2 above shall commence on March 1, 2021 and run through May 31, 2021.

The engagement for Task 3 shall be from June 1-30, 2021.

Exhibit B – Fees and Reimbursement

A. 2021 Discounted Hourly Rate

Principal \$250

B. Contract not to exceed: \$50,000

C. Reimbursement for outside administrative services, direct charges, and travel and subsistence will all be charged at cost.

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 30 days.

Braun Blaising Smith Wynne, P.C.

Attorneys at Law

Confidential
Attorney Client Privileged Communication

March 10, 2021

Girish Balachandran
Chair, California Community Power
70 Garden Court, Suite 300
Monterey, CA 93940

Re: Engagement for Legal Services

Dear Mr. Balachandran:

Braun Blaising Smith Wynne, P.C. (“BBSW”) appreciates the opportunity to provide Interim General Counsel services to California Community Power (“CC Power”). This letter (the “Letter”) and the attached Terms of Engagement (the “Terms”) will, upon receipt of your signature in the space provided below, constitute a single integrated agreement (the “Legal Services Agreement”) for BBSW’s delivery of legal services to CC Power. If and to the extent there is any conflict between or among the provisions of this Letter, the Schedule of Work and/or the Terms, this Letter shall control.

We have reached out to certain member counsel to get an independent review of this engagement. **You are also free to, and encouraged to, seek the advice of independent counsel about this engagement at any time before or after execution.**

1. Scope of Legal Services

BBSW will serve as Interim General Counsel as CC Power conducts a search for ongoing general counsel. Services provided include counsel for the administration of CC Power as a joint powers authority under the California Government Code, preparation and support for certain member agreements that delineate the rights and obligations among members to participate in contemplated energy storage projects, and other services as directed by the CC Power Board and General Manager. While BBSW will endeavor to provide any supplemental services you may request, our ability to do so will of course be subject to our customary procedures for new work intake (such as the confirmation of attorney availability and the absence of conflicts).

2. Fees

Fees will be based on hourly services as articulated in the Standard Terms of Engagement, at the following fee schedule, but at all times consistent with the budgetary limitations set forth by the CC Power Board:

Shareholders	\$430/hour
Senior Associates	\$345/hour
Associates	\$300/hour
Professional Support	\$165/hour

3. Conflicts of Interest

Our general conflicts provisions are contained in the Terms. We want to recognize up front that BBSW represents several CC Power members and also other public agencies in regulatory proceedings, before the legislature, and in commercial negotiations, primarily in the electric utility industry. We do not believe, given the scope of work above, that any of our representation of existing clients in any way represents a conflict of interest. However, we commend your attention to this conflicts section so that we avoid any future misunderstandings.

4. Conclusion

If this Legal Services Agreement is acceptable, please sign in the space provided below and return it to me at your first opportunity. That being said, if you have any questions or concerns about the terms of the Legal Services Agreement created by our mutual signatures below please do not hesitate to ask. **Of course, please feel free to do so if you have any concerns; we will be happy to accommodate any extra time you may need for that effort.**

We look forward to this engagement.

Sincerely,



Tony Braun
President, BBSW, P.C.

Attachment:

Terms of Engagement

ACCEPTED AND AGREED EFFECTIVE AS OF
THE DATE FIRST SET FORTH ABOVE:

CALIFORNIA COMMUNITY POWER

By: Girish Balachandran - Chair

Braun Blaising Smith Wynne, P.C.

Attorneys at Law

TERMS OF ENGAGEMENT

1. Introduction

- a. Terms. We appreciate your decision to retain Braun Blaising Smith Wynne, P.C. (“BBSW”) as your legal counsel. This document (the “Terms”) explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.
- b. Scope. Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.
- c. Limitations. We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

2. Confidentiality and Related Matters

- a. Confidentiality. Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.
- b. Entity Representation. Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, BBSW’s attorney-client

**Braun Blaising Smith Wynne, P.C.
Terms of Engagement**

relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to the parent, subsidiaries or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

3. Fees and Billing

- a. Estimates. Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.
- b. Alternative Fee Arrangements. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.
- c. Fixed Fee Arrangements. If you and we have agreed on a fixed fee arrangement, our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount. If any of these events occurs, our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.
- d. Other Arrangements. If the accompanying engagement letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.
- d. Fee Considerations. When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively,

**Braun Blaising Smith Wynne, P.C.
Terms of Engagement**

as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments.

- e. **Staffing.** When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter if and to the extent their services contribute to a favorable result for you.
- f. **Expenses.** In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies.
- g. **Third Party Services.** During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf, but only with your consent. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.
- h. **Invoices and Payment.** We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.
- i. **No Contingency.** Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.
- j. **Questions About Our Bills.** We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

4. Relationships with Other Clients

BBSW provides legal services on a wide variety of subjects, to a large number of clients, some of whom are or may in the future operate in the same areas of business in which you operate or may

**Braun Blaising Smith Wynne, P.C.
Terms of Engagement**

operate. By engaging our firm you therefore agree that we may accept an engagement from any new or existing client that is adverse to you if (a) we believe that it can do so without impairing the confidentiality of information you provide (or have provided) to us, (b) the new matter is not substantially related to the work we are doing (or have done) for you, (c) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client, and (d) we have informed you of the proposed engagement in writing and you have waived any conflict in writing. **Your agreement to this Section 4 of these Terms is a condition to our agreement to represent you, is fully informed and freely given despite that fact that it is granted without foreknowledge of the full nature and the scope of the adversity that could arise.**

5. Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

6. General

These Terms are governed by California law, and any modification or addition must be made in a writing signed by the party adversely affected by the change. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted. **All BBSW clients are urged to carefully consider these Terms and seek the advice of independent counsel before agreeing to them.**

7. Effect

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.



February 8, 2021

California Community Power
c/o Tiffany Law, 3CE
70 Garden Court, Suite 300
Monterey, CA 93490

Dear Ms. Law:

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of California Community Power ("CCP") for the period from March 1, 2021 through December 31, 2021, and the related notes to the financial statements, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of expressing an opinion on the financial statements.

Accounting principles generally accepted in the United States of America require that management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on management's discussion and analysis.

The Responsibilities of the Auditor

We will conduct our audits of CCP's financial statements in accordance with auditing standards generally accepted in the United States of America (GAAS). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audits.

We will also communicate to the Board of Directors (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

California Community Power

February 8, 2021

Page 3

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audits, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that CCP complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

The Board of Directors is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our association with an official statement is a matter for which separate arrangements will be necessary. CCP agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when CCP seeks such consent, we will be under no obligation to grant such consent or approval.

CCP agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, CCP agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering.

Because Pisenti & Brinker LLP will rely on CCP and its management to discharge the foregoing responsibilities, CCP holds harmless and releases Pisenti & Brinker LLP and its partners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of CCP's management that has caused, in any respect, Pisenti & Brinker LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Records and Assistance

If circumstances arise relating to the condition of CCP's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in CCP's books and records. CCP will determine that all such data, if necessary, will be so reflected. Accordingly, CCP will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by CCP personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with CCP staff to be identified by you. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

If, in connection with our audit, you request us to perform accounting services necessary for the preparation of the financial statements (such as maintaining depreciation schedules, drafting the financial statements, etc.), you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the Board of Directors, the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;

- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Information Security - Miscellaneous Terms

Our Firm is committed to the safe and confidential treatment of CCP's proprietary information. Our Firm is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. CCP agrees that it will not provide our Firm with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of CCP's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Fees, and Access to Workpapers

Our fees for the audit services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Standard hourly rates range from \$120 to \$450 and are based on the skills and experience of the individual auditors on the engagement team. Our fee estimate and completion of our work is based upon the following criteria:

1. Anticipated cooperation from CCP personnel.
2. Timely responses to our inquiries.
3. Timely completion and delivery of client assistance requests.
4. Timely communication of all significant accounting and financial reporting matters.
5. The assumption that unexpected circumstances will not be encountered during the engagement, and

Our invoices for these fees will be submitted as work progresses and are payable upon presentation. In accordance with our Firm's policies, we may suspend or cease all work if your account becomes thirty days or more overdue and will not be resumed until your account is paid in full.

Our fees for these services are \$10,500.

In the event we are requested or authorized by CCP or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for CCP, CCP will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

All matters related to CCP's adoption of *GASB 87, Leases*, will be accounted for and billed separately.

Claim Resolution

CCP and Pisenti and Brinker LLP agree that no claim arising out of services rendered pursuant to this arrangement letter shall be filed more than two years after the date of the audit report issued by Pisenti and Brinker LLP or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. Pisenti and Brinker LLP's liability for all claims, damages and costs arising from this engagement is limited to the amount of fees paid by CCP to Pisenti and Brinker LLP for the services rendered under this arrangement letter.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, CCP and Pisenti & Brinker LLP agree not to demand a trial by judge or jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement, but to seek mediation and arbitration as a means of resolving disputes.

Reporting

We will issue a written report upon completion of our audit of CCP's financial statements. Our report will be addressed to the Board of Directors of CCP. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

This letter constitutes the complete and exclusive statement of agreement between Pisenti & Brinker LLP and CCP, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Sincerely,

PISENTI & BRINKER LLP



Brett Bradford, CPA
Partner

Confirmed on behalf of California Community Power

California Community Power

Agenda Item 6A

- 1. Report of Ad Hoc Committee on GM and GC Hiring.**
- 2. DRAFT CC Power Interim General Manager Job Description.**
- 3. Resolution 21-03-11 *Authorization to Issue a Request for Proposal, Conduct Interviews, and Develop a Contract for General Counsel Services.***
- 4. Attachment A to Resolution 21-03-11: Request for Proposals for General Counsel Services for California Community Power Authority.**

Report of Ad Hoc Committee on GM and GC Hiring

CC Power Board Meeting, March 17, 2021

Ad Hoc Committee Participants

Dawn Weisz, Lori Mitchell, Tom Habashi and Girish Balachandran

1. Interim General Manager Hiring

The committee met twice and discussed the needs of CC Power in the short to mid-term, at least through the end of the long-duration storage (LDS) procurement process. We converged on the following:

- We are still in start-up phase and the hiring of the GM would be someone to take us through this startup phase, with most of the work being start-up activities and coordinating the LDS project
- We want to keep overhead low
- We estimated hours for General Administration 15 hours/month
- We estimated hours to support LDS project 45 hours/month
- Start date, estimated May/June timeframe

Attached is a draft of a job description that will be fleshed out as per the above constraints. The JD lists the qualities and expectations we would have of the GM.

We examined a couple options on how to hire. One option is to use an agency, such as Regional Government Services, to hire the GM for us. Another option is to have a CCA member agency hire the GM for us. We are still working through what each of these options would look like. MCE is willing and able to serve as the CCA to provide these services. The Board should discuss if another CCA would like to offer these services.

Timeline

1. Finalize JD after CC Power Board input March 19
2. Advertise and outreach - March 22 – April 2
3. Initial shortlisting starts April 12th
4. Contact candidates and schedule interviews April 19th-May 7th
5. Select candidate and negotiate contract by May 28th
6. Present contract to Board for approval, June 16th

Recommendation

1. Board approval of draft JD and direct ad hoc committee to finalize
2. Authorization for the Ad Hoc committee to start the advertising, outreach and shortlisting process
3. Return to the Board at the April 21 meeting with recommendations on logistics related to hiring, employee of a CCA on contract, hire through an agency, etc.

2. General Counsel Hiring

The ad hoc committee developed a scope and RFP (attached), with the assistance of Greg Stepanacich, SVCE General Counsel

Recommendation:

1. Board authorizes the attached RFP, with non-substantive changes to be made by the Ad Hoc committee prior to issuance
2. Authorize that SVCE manage the process of issuance of the RFP
3. Ad Hoc committee to conduct interviews, with Greg Stepanacich, SVCE GC providing support
4. Select a law firm and conduct negotiations, develop a contract for services
5. Present contract to the Board for consideration at the May 2021 Board meeting

Timeline:

1. Issue RFP March 22
2. Responses due April 12
3. Shortlisting April 13-16
4. Interviews, complete by April 30
5. Negotiate agreement by May 14
6. Present to CC Power Board May 19

CC Power Interim General Manager Job Description - DRAFT

The California Community Power Authority (CC Power or Authority) is seeking an Interim General Manager. CC Power is a Joint Powers Authority comprised of eight California Community Choice Aggregators (CCAs). CC Power was formed to allow its member CCAs to combine their buying power to procure new, cost-effective clean energy and reliability resources to continue advancing local and state climate goals. CC Power members represent 2.6 million customers across more than 140 municipalities spanning from Humboldt County to Santa Barbara County. CC Power was formed in January 2021 (<https://cacommunitypower.org/about-us-ca/>)

In its first year, CC Power is pursuing joint procurement of long duration storage (LDS) resources (<https://www.svcleanenergy.org/joint-lds-rfo/>). CC Power may engage in joint procurement for other power supply resources, or energy-related programs in the future.

CC Power's General Manager will be appointed by the Board of Directors and serve at the pleasure of the Board. The General Manager will report and be accountable to the Board while also working closely with the General Counsel who also will be appointed by the Board.

During the interim period, CC Power expects the interim General Manager to work approximately 60 hours per month. It is expected that about 75% of the General Manager's time will be spent directly supporting the LDS project and the remaining time supporting the general administrative functions supporting the joint powers authority.

GM Characteristics

1) Leadership and Relationship Strengths

- a) Executive management and strong performance history
- b) Experience working with a Board of Directors
- c) Experience of executive engagement at CEO/GM or SEVP/AGM level
- d) Public agency administration experience and/or awareness

2) Coordination, collaboration, and communication

- a) Experience working with a diverse group of technical and non-technical stakeholders in developing solutions to common problems and opportunities
- b) Experience navigating technical and political issues
- c) Experience in developing alliances
- d) Excellent communications (written/verbal) skills

3) Utility & Energy Industry Expertise

- a) California and western US organized energy markets
- b) California legislative mandates related to energy procurement
- c) CPUC electric utility regulations and policy implementation
- d) CAISO policy, and grid and market operations knowledge (experience would be desirable)

4) Experience with energy market transactions

- a) PPAs, physical hedges and Index-plus transactions

- b) Energy programs
- c) Resource adequacy procurement

5) Policy Background and Knowledge

- a) Awareness of California legislature policy impacting CCAs
- b) Knowledge of California regulatory (CPUC/CEC/CARB) policy impacting CCAs

Duties & Responsibilities

1. Management of CC Power

Oversee the day-to-day management of the CC Power organization, including:

- a. Oversight of the CC Power lead negotiator for the long duration storage (LDS) project
- b. Close coordination with the CC Power General counsel
- c. Support committees established by the Board of Directors
- d. Support the Project Oversight Committees established for each project (These should have their own Chair that reports to the GM and Board)Direct all CC Power operations and activities related to resource procurement and planning, finance, and external communications
- e. Interface with 3CE for Treasurer functions
- f. Interface with SVCE for webpage functions
- g. Attend all Board meetings and meetings on any committees established by the Board and be responsible for the preparation of all necessary staff reports for these meetings
- h. Understand and comply with Brown Act, Public Records Act and all other applicable laws
- i. Develop CC Power Board packets

2. Industry Relations

According to guidance from the Board, serve as the “face” and “voice” of CC Power in the appropriate electric regulatory, reliability, and market forums, including but not limited to:

- a. CAISO, regarding CC Power agreements and operations, market issues, and other industry matters,
 - b. CPUC and CEC, regarding CC Power agreements and projects.
3. The aforementioned excludes unilateral, with or without the General Counsel, interfaces or engagements in any policy matters without the explicit direction of the Board or the Board Chair.

COMPENSATION, HIRING PROCESS etc. to be developed by Ad Hoc Committee

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

**AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSAL, CONDUCT INTERVIEWS, AND
DEVELOP A CONTRACT FOR GENERAL COUNSEL SERVICES**

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 members of CC Power has engaged Braun Blaising Smith Wynne, P.C., as Interim General Counsel; and

WHEREAS, 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. Authorize the Request for Proposals for General Counsel Services for California Community Power Authority, attached hereto as Attachment A in substantively final form.
2. Authorize Silicon Valley Energy Authority to manage the RFP issuance process.
3. Authorize the *ad hoc* committee to conduct interviews, with Greg Stepanacich, SVCE General Counsel, providing support.
4. Authorize the *ad hoc* committee to select a law firm, conduct negotiations, and develop a contract for services with the expectation that it will be brought to the CC Power Board of Directors for consideration at the May 19, 2021 meeting.

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

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

Chair

Attest by: Secretary

**REQUEST FOR PROPOSALS FOR GENERAL COUNSEL SERVICES FOR
CALIFORNIA COMMUNITY POWER AUTHORITY**

INTRODUCTION

The California Community Power Authority (CC Power or Authority) invites interested law firms with a minimum of 10 years' experience representing public agencies to serve as General Counsel.

BACKGROUND INFORMATION

CC Power is a Joint Powers Authority comprised of eight California Community Choice Aggregators (CCAs). CC Power allows its members to combine their buying power to procure energy resources and ancillary services to continue advancing local and state climate goals. CC Power members represent 2.6 million customers across more than 140 municipalities spanning from Humboldt County to Santa Barbara County. CC Power was formed in January 2021 ... <https://cacommunitypower.org/about-us-ca/>
Link to the CC Power JPA Agreement.

STATEMENT OF PURPOSE

CC Power is seeking proposals from qualified law firms (Firm) to serve as General Counsel and provide a broad range of general legal services to CC Power and to manage and supervise the more specialized services provided by firms hired as special counsel by CC Power. The successful Firm must demonstrate that it has the background, qualifications, competence, and capability to undertake these services. CC Power's General Counsel will be appointed by the Board of Directors and will serve at the pleasure of the Board. The General Counsel will report and be accountable to the Board while working closely with the General Manager who also will be appointed by the Board.

QUALIFICATIONS AND REQUIREMENTS

The proposal must address the following qualifications and requirements:

1. All attorneys performing services for CC Power on behalf of the Firm must be admitted to practice in the State of California and be in good standing with the California State Bar.
2. The Firm member with primary responsibility for the services provided to CC Power, ("Lead Counsel") must have at least 10 years' experience providing similar services to local public agencies, joint power authorities or municipal electric utilities.
3. The firm member with primary responsibility for the services provided to CC Power must have demonstrated legal expertise in the following areas as they relate to joint power authorities and local public agencies:
 - a. Laws and regulations governing joint powers authorities, such as the California Government Code (including but not limited to the Ralph M. Brown Act, Public Records Act, and Political Reform Act) and California Public Utilities Code.
 - b. Rules and procedures governing the conduct of Board and committee meetings.

- c. Experience with and knowledge of Public Contract Code, Labor Code and other California statutes governing the procurement process including bidding, awarding, and contracting for energy purchases, power purchase agreements, and professional service contracts.
 - d. Knowledge of California energy market and regulatory structure including knowledge of CPUC, CAISO and CEC.
 - e. Experience in public employment and labor law.
 - f. Environmental law including:
 - i. California Environmental Quality Act (CEQA),
 - ii. National Environmental Policy Act (NEPA).
 - g. Other relevant areas pertaining to joint powers authorities or municipal law.
4. The Firm must maintain an office in California that is open during regular business hours. In addition, Firm must attend all CC Power Board of Directors meetings and be available to provide legal assistance to CC Power on a 24-hour basis.

PROPOSAL REQUIREMENTS

All Proposals must include and will be evaluated based on the following criteria:

- 1. A detailed description of the services that the Firm will provide to CC Power that reflects the Firm's understanding of CC Power's legal requirements.
- 2. Written responses to all Qualifications and Requirements listed in this RFP.
- 3. Personnel qualifications: The Proposal shall identify the Lead Counsel and other attorneys to be assigned to CC Power and describe their qualifications and experience to perform the required services.
- 4. A list of representative clients relevant to the type of services that will be provided to CC Power.
- 5. Additional Firm qualifications such as the number of attorneys in the Firm, the location of its office or offices where attorneys providing services to CC Power reside, and the number attorneys who will work with CC Power regularly and their employment status in the Firm (Partner, Shareholder, Senior Attorney and Associate).
- 6. List of successful completion of projects demonstrating the ability to conclude project on time and at budget.
- 7. Fee Schedule: The Proposal shall be based on a fixed monthly fee or hourly rates with an annual cost not-to-exceed amount. If services will be provided on an hourly rate basis, the Proposal shall include the specific hourly rates for each attorney that will provide services to CC Power.
- 8. Sample Contract: A sample contract is attached as Exhibit "A" for your review. This contract is representative of the contract that will be executed upon award to the successful Firm. If the Firm takes exception to any of these provisions, the Firm shall include all comments and proposed

contract language in the Proposal. Submission of a Proposal in response to this RFP constitutes acceptance of all terms and conditions set forth above, unless otherwise stated.

9. CC Power reserves the right to select a Firm in its sole discretion and to reject any and all proposals or waive any irregularities or informalities in the proposals.
10. The Proposal shall be submitted by no later than 5 p.m. on _____ 2021 to the following:

Name

Address

California Community Power

Agenda Item 6B

1. DRAFT CC Power Policies.

CC Power Policies

The CA Community Power (CC Power) Board of Directors desires to establish policies that support local jobs, sustainable and inclusive workforce opportunities, local economic sustainability, and diversity through contracting for power sources, procuring goods and services, and implementing hiring initiatives where appropriate, without limiting fair and open competition for projects or programs implemented by CC Power. For the purposes of these policies, “local” shall mean the service area of one or more of the CC Power member CCAs.

Ethics

CC Power is committed to the highest standards of responsible behavior and integrity in all of its business relationships. The agency's officers and employees must act individually and collectively to create a public agency that is responsible, fair, honest and open. CC Power officers and employees are expected to demonstrate the highest standards of personal integrity, honesty and conduct in all activities in order to inspire public confidence and trust.

Procurement

The preferred procedure for procurement of materials and services from third parties is through 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 and -approval by the Board.

Transparency

CC Power is a public agency and is subject to the requirements of the Ralph M. Brown Act and the California Public Records Act. Staff and/or *ad hoc* Board committees may develop proposals or make recommendations to the Board for its consideration. All such proposals or recommendations (with the exception of the details relating to permitted closed session issues) will be properly posted for timely public review and comment and presented to the full Board in public session for discussion, public input, and possible Board action.

CC Power is a separate agency from each of its members. The Board of Directors of CC Power hold a fiduciary responsibility to CC Power and are the final approval authority for actions taken by the agency. Each individual board member has the responsibility to obtain the necessary delegation of authority from their respective Board of Directors, through their approved processes, that is needed in order for them to take actions at CC Power.

Budget & Expenditures

All expenditures by CC Power will be based upon prior Board approved budgets and payment of invoices will require appropriate delegated approval.

Environment & Environmental Justice

CC Power shall minimize, to the extent feasible, potential environmental impacts of projects, generation of greenhouse gases, and impacts on Environmental Justice communities. CC Power will respect the land use and environmental determinations of the responsible local agencies.

Geographical Preference

CC Power shall first give preference to projects and contracting with businesses that are located in the service area of one or more of the CC Power member CCAs and then to those that are located within California.

Workforce

CC Power supports an inclusive and sustainable workforce as a key to meeting its goals and objectives. This includes a preference for local hiring and increasing women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises' (WMDVLGBTBEs) procurement in all categories.

CC Power will not discriminate, and will require that its 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.

CC Power will support a sustainable work force through fair compensation in direct hiring and contracting, including requiring prevailing wages and promoting the use of a skilled and trained workforce.

Project Labor Agreement

CC Power-developed projects that are greater than 20 MW in size will be procured with a preference for projects constructed through a multi-trade project labor agreement or through multiple such agreements, and each construction contractor or subcontractor performing work on any such CC Power-developed project shall use a combination of local labor, union labor and apprenticeship programs, and shall follow fair compensation practices including proper assignment of work to crafts that traditionally perform the work.

Unbundled Renewable Energy Credits

CC Power shall not pursue projects involving the use of Power Content Category 3 unbundled renewable energy credits (aka "RECs").