

**California Community Power**

# Regular Meeting of the Board of Directors of CC Power

**1:00 P.M.**

**Wednesday, June 16, 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 **June 16, 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 1-346-248-7799

**Webinar ID:** 944 5011 5347

**Meeting Link:** <https://zoom.us/j/94450115347>

### 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 Board Meeting held on May 19, 2021.
- 6 Regular Agenda Items – Discussion and Possible Action.**
  - A. *Ad hoc* Committee Report – Selection of General Manager.
    - i. Consider and Possibly Approve Resolution 21-06-10 *Approval of Agreement with Tim Haines, Grid & Power Symmetry, LLC, for Interim General Manager Services.*
  - B. Consider and Possibly Approve Resolution 21-06-01 *Resolution Commending and Thanking Jim Shetler for his Service to California Community Power.*
  - C. Consider and Possibly Approve Resolution 21-06-11 *Approval of CC Power Budget Adjustment to Reflect Interim General Manager Transition and Accommodate Valley Clean Energy Participation in the Long Duration Storage Project.*
  - D. Consider and Possibly Approve Resolution 21-06-12 *Authorization for Interim General Manager to Execute Amendment No. 1 to the Phase 2 Long Duration Storage Cost Sharing Agreement with Participants.*
  - E. Interim General Manager's Report.
  - F. Discussion of Any Individual Member Items.
    - i. Input on Future Project Ideas.
    - ii. Discussion on:
      1. RFI for Procurement to Meet CPUC Mandates.
      2. Offshore Wind Procurement.
- 7 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: Amy Freeman, 555 Capitol Mall, Suite 570, Sacramento, CA 95814 or to [info@cacommunitypower.org](mailto:info@cacommunitypower.org).

**California Community Power**

**Consent Agenda Items**

- A. Minutes of the May 19, 2021 CC Power Board of Directors Regular Meeting.**

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

May 19, 2021

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

Representatives Present:

<b>Member Agency</b>	<b>Director</b>
Central Coast Community Energy (3CE)	Tom Habashi
Clean Power San Francisco	Barbara Hale
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)	Michael Koszalka
Valley Clean Energy	Mitch Sears

1. Call to Order: Chair Balachandran called the meeting to order at 1:02 p.m.
2. Verification of Meeting Quorum: Mr. Tony Braun, General Counsel, verified that there was a quorum to proceed. Attendance is noted above; East Bay Community Energy joined prior to the vote on item 6D. All Directors present participated via teleconference.
3. Matters Subsequent to Posting the Agenda: None.
4. Public Comment: Chair Balachandran invited comments from the public on matters not on the agenda. No public comment was offered.
5. Consent Agenda: Chair Balachandran noted a typo of his name in the minutes. Director Mitchell moved to approve and correct the typo, Director Habashi seconded. A roll call vote was taken by Mr. Braun, and all directors present approved the Consent Agenda, with Director Sears abstaining.
6. Regular Agenda Items – Discussion and Possible Action:
  - A. Chair Balachandran provided an update on the selection of a General Manager. He stated that the *ad hoc* committee was in the process of negotiating a contract and on track to present it to the Board at the June meeting. Mr. Shetler’s contract is currently set to expire on May 31<sup>st</sup>. The proposed resolution would extend his contract through June, with transition services in July. Director Weisz moved, Director Hale seconded, and a roll call vote was taken. The participating Directors voted unanimously in favor of Resolution

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

*21-05-11 Extension of Contract with Adirondack Power Consulting, LLC for Interim General Manager Services.*

- B. Chair Balachandran provided an update on the selection of General Counsel on behalf of the *ad hoc* committee and recommended Braun Blaising Smith Wynne, P.C. as General Counsel, with a contract through December 31<sup>st</sup>. Director Hale inquired how conflicts of interest would be addressed. SVCE General Counsel Greg Stepanacich clarified that conflicts were not allowed under the proposed contract, and that any conflict that may arise would need to be brought before the Board for a waiver of the conflict, which would be at the Board's discretion. Director Sears noted that the contract was for a fairly short period of time, and Mr. Stepanacich explained that it was tied to the fiscal year to align with the budget. Chair Balachandran invited comment from the public and discussion from the board, and there was none. Director Habashi moved, Director Marshall seconded, and a roll call vote was taken. The participating Directors voted unanimously in favor of Resolution 21-05-12 *Approval of Agreement with Braun Blaising Smith Wynne, PC for General Counsel Services.*
- C. Mr. Shetler reported on behalf of the *ad hoc* committee for Policy Development. He stated that staff had been focused on implementing the procurement conditions approved by the Board for the LDS project and ensuring they were properly documented in the agreements. Regarding general policy development, given the upcoming Interim General Manager transition, the consensus of the committee was to provide the incoming General Manager with an opportunity to weigh in and advise the Board on the proposed policies before they are finalized. He invited additional comments from the committee and none were offered. Chair Balachandran invited comment from the public and none were received.
- D. Mr. Braun provided an overview of the Long Duration Storage Cost Sharing Agreement and recommended adoption. Director Habashi suggested that clarification was needed in the language regarding a party's aggregate not to exceed amount, and Chair Balachandran agreed. Director Hale also noted a correction to the 4<sup>th</sup> paragraph of Resolution 21-05-13, noting that the word 'objections' should be replaced by 'objectives.'
- Public comment was received by Rick Bonilla on behalf of the Peninsula Clean Energy Board of Directors. Mr. Bonilla inquired about the identity of the shortlist proposers and possible locations.
- It was agreed that the meeting would move to item 6E while General Counsel crafted additional language. After returning to item 6D, the following language was proposed and added to Section 8 of the Agreement: "*An Indicated member may cease to participate in the ongoing activities described in this Agreement but shall remain bound to pay the amounts up to its not to exceed amount contained in Exhibit A, but in no event shall that member be required to pay increased amounts irrespective of the decision of the remaining Parties to the Agreement.*" Director Habashi moved to approve Resolution 21-05-13 and the attached Agreement as amended, Director Pepper seconded, and a roll call vote was taken after Chair Balachandran invited public comment and none was received. Director Sears abstained, and the remaining Directors voted in favor of Resolution 21-05-13 *Approval of Long Duration Storage Phase 2 Cost Sharing Agreement and Authorization for Interim General Manager to Execute with Participants.*
- E. Mr. Shetler provided a General Manager update and noted that the proposed Conflict of Interest Code was still under review by the California Fair Political Practices Commission.

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

An additional Board meeting will be scheduled for June 16<sup>th</sup> to approve the contract for the new Interim General Manager and provide an LDS project update.

With regard to the LDS Project, a project shortlist has been finalized and the finalists have been notified. Mr. Shelter acknowledged the interest in the identification of the shortlisted projects and developers; however, they will not be released publicly until negotiations are final. Non-Disclosure Agreements and Exclusivity Agreements will be sent for execution over the next week. A Project Participation Agreement is being reviewed and will run in parallel with negotiations and development of the Operating Agreement. Negotiations are expected to run through August/September, with final agreements in September and executions after that.

Public Comment was received by James Ruigomez, on behalf of the Regional Building Trade and Construction Trades Councils. Mr. Ruigomez was interested in knowing the long term labor standards and spoke to the need for public transparency with regards to the short list of developers and contractors.

Public Comment was received by Rick Bonilla, who inquired as to why the short list of proposers would not be disclosed. Mr. Braun responded that there was site-specific qualitative information that was highly sensitive to location, leading to the possibility of revealing the identity of the bidders to each other, which was not in the best interest of CC Power. He further noted there would be quite a lengthy public notice of any proposed contract before any approval by CC Power.

- F. Chair Balachandran invited discussion of any individual member items. Director Chaset requested a subsequent meeting in light of the questions from the public regarding the shortlist. He stated that it was standard for his organization and other CCAs he has interacted with to keep shortlists confidential due to the market sensitive nature of the information.

Mr. Shetler noted that he has been keeping track of Board Member ideas and suggestions and would include the list with his board update. Director Sears asked that two items be added to the list: 1) large scale demand response related to agricultural pumping in the Central Valley, and 2) HVAC load in the Central Valley.

Public Comment was received by James Ruigomez, who noted that in local PCE meetings, if an entity doesn't approve of a developer or their policies, they could opt out of voting for a project.

The Board of Directors adjourned at 1:51 p.m.

Minutes approved on June 16, 2021.

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C. Anthony Braun, Secretary

## California Community Power

# Agenda Item 6A

1. **Resolution 21-06-10 Approval of Agreement with Tim Haines, Grid & Power Symmetry, LLC, for Interim General Manager Services.**
2. **Attachment A to Resolution 21-06-10: Management Services Agreement between California Community Power and Grid & Power Symmetry, LLC.**

# California Community Power

70 Garden Court, Suite 300, Monterey, CA 93940 | cacommunitypower.org

6/7/21

**To:** CC Power Board of Directors

**From:** Girish Balachandran, Board Chair and *ad hoc* Committee Chair

**RE:** Recommendation to Approve Contract with Tim Haines for Interim General Manager Services

This memorandum summarizes the process and recommendations of the *ad hoc* Committee to select and successor Interim General Manager for CC Power.

As you know, Jim Shetler, the current Interim General Manager, is transitioning out of this position. An *ad hoc* Committee was formed by the Chair to supervise a selection process and make recommendations to the Board. The Committee consisted of the Chair, Vice Chair Weisz, Director Habashi, and Director Mitchell. The *ad hoc* Committee caused to be posted the opening for Interim General Manager services on multiple CCA websites and on LinkedIn. The Committee received several applications for the position and interviewed four top candidates. After the interview process, the Committee deliberated and recommends Mr. Tim Haines to serve as Interim General Manager, succeeding Mr. Shetler.

One issue to note is that the 2021 Budget did not assume a transition period between the current Interim General Manager and the recommended new Interim General Manager. The assumption is that Mr. Shetler and Mr. Haines will be in full transition from June 16-30 and the outgoing Interim General Manager has 10 hours allocated in July for follow-up transition questions/support. The result is 40 hours of additional unbudgeted hours to support the Interim General Manager transition. Based upon expenditures to date, it is expected that ~20 hours can be covered within the existing 2021 Budget. The *ad hoc* Committee is recommending the Board consider adjusting the 2021 Budget with an additional \$5,000 (split \$1,500 for General Support and \$3,500 for LDS Project support). This will be covered in more detail in the proposed budget adjustment line item later in the Board agenda.

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A Joint Powers Agency whose members are:

Central Coast Community Energy | CleanPowerSF | East Bay Community Energy | MCE | Peninsula Clean Energy | Redwood Coast Energy Authority | San José Clean Energy | Silicon Valley Clean Energy | Sonoma Clean Power | Valley Clean Energy

**California Community Power  
Resolution 21-06-10**

**APPROVAL OF AGREEMENT WITH GRID & POWER SYMMETRY LLC  
FOR GENERAL MANAGER SERVICES**

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, the members of CC Power previously engaged Jim Shetler of Adirondack Power Consulting, LLC, as Interim General Manager; and

WHEREAS, at the direction of the CC Power Board of Directors, the *ad hoc* General Manager Selection Committee (“Committee”) developed and issued a Request for Proposals for General Manager Services for the California Community Power Authority; and

WHEREAS the Committee commenced an evaluation of submitted applications and conducted interviews; and

WHEREAS, the Committee previously agreed to bring back a recommendation and an agreement for consideration and possible approval at a subsequent CC Power Board meeting; and

WHEREAS, the Committee recommends that the CC Power Board of Directors select Grid & Power Symmetry LLC as General Manager for the period effective upon execution of an agreement for services through June 30, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby approve the agreement with Tim Haines of Grid & Power Symmetry LLC, for General Manager Services, attached hereto as Attachment A in substantially final form, and direct the Board Chair to execute the agreement.

**California Community Power  
Resolution 21-06-10**

PASSED AND ADOPTED by the Board of Directors of California Community Power this 16<sup>th</sup> day of June, 2021, by the following vote:

	Aye	No	Abstain	Absent
Central Coast Community Energy				
Clean Power San Francisco				
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				
Valley Clean Energy				

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Chair

\_\_\_\_\_

Attest by: Secretary

**MANAGEMENT SERVICES AGREEMENT BETWEEN CALIFORNIA  
COMMUNITY POWER AND GRID & POWER SYMMETRY, LLC**

This Management Services Agreement (“Agreement”) is entered into on, and effective as of, the date of execution, by and between California Community Power (“CC Power”) and Grid & Power Symmetry, LLC, and has been made with reference to the following facts, among others, which are stated in these:

**RECITALS:**

- A. CC Power is a public agency, created pursuant to a joint powers agreement (“JPA”), as an entity that is separate and distinct from its member public entities.
- B. CC Power relies on consultants for the provision of necessary administrative, financial, managerial, and expert services.
- C. CC Power Joint Powers Agreement Section 4.07 provides that the CC Power Board of Directors (“CC Power Board”) shall appoint a part-time or full-time General Manager, and may appoint one or more part-time or full-time Assistance General Managers to serve at the pleasure or the Board.
- D. The CC Power Board has determined that its interests require contract chief executive services, independent of the members and of the other consulting professionals who furnish other expert services to CC Power and wishes to extend the services provided by Grid & Power Symmetry, LLC (hereinafter “Contractor”), through Mr. Tim Haines, as Grid & Power Symmetry, LLC’s Designated Employee (hereinafter “Contractor’s Designated Employee”) for such purposes.

THEREFORE, in consideration of the premises, and the terms, conditions and covenants of this Agreement, CC Power and Grid & Power Symmetry, LLC do hereby enter into this Agreement as follows:

**Section 1. Services of the Contractor.**

- a. The Contractor shall render to CC Power the Services that are described in this Agreement.
- b. The Contractor shall determine in its sole discretion the method, details, and means of performing the Services for CC Power.
- c. The Services to be rendered by the Contractor are the assumption of the appointment as General Manager and the accomplishment of the objectives as set forth by the Scope of Work, attached hereto as Exhibit B, and as described in the CC Power Joint Powers Agreement.
- d. The Contractor's Services shall include the provision of leadership and communication services to assist CC Power in completing its objectives, upon execution of this Agreement and the assumption of General Manager duties.

- e. The Contractor, as General Manager, shall make recommendations to the CC Power Board to support certain procurement projects as well as the general administrative functions of CC Power.
- f. In the performance of work, duties, and obligations under this Agreement, the Contractor is at all times acting and performing as an independent contractor and for no purpose shall the Contractor be deemed an employee of CC Power.
- g. The Contractor shall act as a non-voting member of any committee that may be chartered from time to time by the CC Power Board. Unless otherwise determined by the CC Power Board, the Contractor, as General Manager, may act as CC Power's representative pursuant to CC Power agreements and operations.
- h. The Contractor, as General Manager, shall also exercise the managerial authority in connection with the expert consulting professionals engaged by CC Power for accounting, auditing, financial, managerial, negotiating, or other professional services. The Contractor shall manage the assignments of these expert consulting professionals engaged by CC Power.

**Section 2. Term**

a. Appointment, Term, and Termination

CC Power does hereby appoint the Contractor as its General Manager to serve for the term of this Agreement from the effective date and shall expire June 30, 2022. The Contractor hereby accepts such appointment. Upon termination, the Contractor shall surrender documents and records in its possession or control.

b. Early Termination.

Either the CC Power Board or the Contractor may terminate this Agreement at any time, without any cause, at its pleasure or convenience, by providing sixty-days (60) days written notice to the other, such notice specifying the Effective Termination Date. If the CC Power Board terminates this Agreement, then CC Power shall pay the Contractor a lump sum through the notice period, and any Reimbursable Costs. if any obligation for such component was incurred by the Contractor.

c. Mutual Termination.

This Agreement may be terminated by written mutual agreement of both Parties. Termination under this provision may be immediate.

**Section 3. Time Devoted to Service.**

- a. The Contractor understands that while the General Manager position is generally expected to require part-time service, CC Power expects that the position will require more than part-time service from time-to-time.

- b. CC Power and the Contractor agree that the Contractor shall determine the hours and the days devoted to service under this Agreement, provided that if the Contractor determines that the demands of service exceed 65 hours per month for an extended period, it will consult with the Board Chair on recommendations for reducing the demands, modifying this Agreement, or retaining another contractor and terminating this Agreement as provided in Section 2.b, Early Termination by the Contractor.
- c. CC Power acknowledges that the Contractor's Designated Employee may enter consulting assignments or may serve as a compensated director of a governing, policy, or advisory board, provided that such positions or assignments do not create unlawful conflicts of interest or would require a time commitment that would diminish the Contractor's ability to perform services under this Agreement. Nothing in this Agreement is intended to prevent the Contractor's Designated Employee from participating in electricity industry academic and policy seminars for compensation.

**Section 4. Fees and Costs.**

a. Monthly Fees.

CC Power shall pay the Contractor a \$235/hr during the term of this Agreement, by the last day of each month. CC Power shall have no liability for taxes, insurance, or other expenses except as specified in this section.

The Contractor shall be entirely responsible for its employees and subcontractors, and it shall, at its expense and in its name, provide disability, workers' compensation or other insurance, required of an employer.

b. Reimbursable Costs.

CC Power shall reimburse the Contractor the costs of reasonable, necessary, and supported expenses incurred while on CC Power business, transportation, lodging, meals, and other travel expenses while on CC Power business.

c. Automobile Expense Reimbursement.

CC Power shall reimburse the Contractor for all miles driven on CC Power business at the current rate published by the Internal Revenue Service.

**Section 5. The Contractor's Assurances.**

During the term of this Agreement, the Contractor shall maintain professional, property and comprehensive liability insurance, including automobile insurance. Attached as Exhibit A are the insurance requirements and coverage limits. CC Power shall be included as a named insured on any policy providing such insurance coverage.

**Section 6. CC Power's Assurances.**

CC Power does hereby agree to defend, indemnify, and hold the Contractor harmless from and against, any and all claims of injury, damage, or death, including but not limited to, damages that are characterized as special, consequential, or exemplary, to the maximum extent permitted by law, arising out of or related to this Agreement, regardless of whether the claim was the result of a negligent act or omission of the Contractor, its employees, or subcontractors, both during the term of this Agreement and afterwards, in connection with

Services rendered under this Agreement, except for any claim which is proven to have resulted from fraudulent or willful misconduct of the Contractor, taken or not taken with a conscious disregard of the consequences. In undertaking the defense of the Contractor, CC Power may consult the Contractor on the selection of defense counsel. The Contractor shall cooperate with CC Power in the defense of any claim. The obligation of this Section 6 shall survive the termination of this Agreement.

**Section 7. CC Power's Confidences and Records.**

- a. The Contractor shall retain the papers and computer media the Designated Employee drafts, collects, or uses as General Manager and make them available for collection or copying by CC Power at its expense at the termination of this Agreement. The Contractor shall not destroy or discard such papers or media, except in conformance with any CC Power document retention policies, as such policies may be adopted or amended from time to time by CC Power, without the advance written consent of CC Power's General Counsel.
- b. During the term of this Agreement, the Contractor will be made privy to confidential information regarding CC Power's potential and pending litigation, its negotiations and its trade and proprietary business interests and property. The Contractor or its Designated Employee shall not disclose any confidential records or other confidential information received from CC Power or prepared in connection with the performance of this Agreement without the advance written approval of CC Power's General Counsel. The Contractor shall promptly transmit to CC Power any and all requests for disclosure of any such confidential records or information. The Contractor shall not use any confidential information gained by the Contractor in the performance of this Agreement except for the sole purpose of carrying out the Contractor's obligations under this Agreement. The Contractor acknowledges that a breach of this Agreement may not be remedied by an award of damages and that CC Power shall be able to enforce its confidentiality claims in law or in equity, or both.
- c. The obligations of this Section 7 shall survive the termination of this Agreement.

**Section 8. Non-Discrimination**

During the performance of this Agreement, the Contractor 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, or sexual orientation, either in the Contractor's employment practices or in the furnishing of services under this Agreement. The Contractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination.

**Section 9. Financial and Conflict of Interest Laws.**

The Contractor, serving as General Manager, shall comply with any effective CC Power Conflict of Interest Code once approved, and the laws of the State of California relating to public officials, which require the disclosure of certain financial interests and which prohibit participation in governmental decisions that may affect a personal financial interest.

**Section 10. Integration of Agreement.**

This Agreement contains the entire agreement between the Parties and supersedes all prior oral and written agreements, understandings, and commitments.

**Section 11. Choice of Law.**

The formation, construction, and performance of this Agreement shall be construed in accordance with the laws of California. This Agreement shall be enforced in California.

**Section 12. Amendment.**

This agreement may be amended or modified only by an instrument in writing signed by CC Power and the Contractor.

**Section 13. Waiver.**

Any waiver of any terms and conditions of this Agreement must be in writing and signed by CC Power 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.

**Section 14. 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 CC Power. None of the services covered by this Agreement shall be subcontracted without the prior written approval of CC Power. Notwithstanding any such subcontract, the Contractor shall continue to be liable for the performance of all requirements of this Agreement.

**Section 15. Severability.**

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**Section 16. Notices.**

Any notice to CC Power shall be addressed to its Chair, with a copy to its General Counsel:

Presiding Chair, California Community Power  
c/o Braun Blaising Smith Wynne, P.C.  
555 Capitol Mall, Suite 570  
Sacramento, CA 95814

General Counsel - California Community Power  
Braun Blaising Smith Wynne, P.C.  
555 Capitol Mall, Suite 570  
Sacramento, CA 95814

Any notice to the Contractor shall be addressed to:

Grid & Power Symmetry, LLC  
Attention: Tim Haines  
4000 9<sup>th</sup> Avenue  
Sacramento, CA 94820

Notices may be delivered by facsimile, express mail, or delivery service. A party may change its address by notice.

**Section 17. Independent Advice.**

This Agreement is the product of discussion and it shall not be construed against CC Power. The Contractor has not looked to CC Power or CC Power's legal counsel for advice with regard to the form of this Agreement and the Contractor has had the opportunity to consult their own counsel regarding this Agreement.

**Section 18. Arbitration.**

Any controversy or claim arising out of or relating to this Agreement or the breach of the Agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the award.

**Section 19. Attorneys' Fees.**

If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

**Section 20. Execution.**

This Agreement, having been reviewed and duly approved by the parties, each intending to be bound by it, in accordance with each and every term, and representing to each other that they have all requisite authority, they have subscribed this Agreement below, with the signatures of their duly authorized representatives.

**CALIFORNIA COMMUNITY POWER**

By \_\_\_\_\_

Girish Balachandran, Chair

**GRID & POWER SYMMETRY, LLC**

By \_\_\_\_\_

Timothy J. Haines, Principal

**EXHIBIT A**

**INSURANCE REQUIREMENTS**

Contractor agrees to procure insurance pursuant to the following minimum coverage amounts. CC Power shall be included as an additional insured:

Professional Liability Insurance	\$1,000,000 aggregate
General Commercial Liability	\$1,000,000 per occurrence
Medical Expenses	\$5,000, any one person
Personal Injury	\$1,000,000 aggregate
General Comprehensive	\$2,000,000 aggregate

Approval Draft

**EXHIBIT B**

**SCOPE OF WORK**

General Manager

Contractor's Designated Employee: Tim Haines

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 and any future projects,
  - b. Close coordination with the CC Power General counsel,
  - c. Support committees established by the CC Power Board of Directors,
  - d. Direct all CC Power operations and activities related to resource procurement and planning,
  - e. 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, and
  - f. Understand and comply with Brown Act, Public Records Act, and all other applicable laws.
2. Industry Relations: According to guidance from the CC Power Board of Directors, 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, and
  - b. CPUC and CEC, regarding CC Power agreements and projects.

## California Community Power

# Agenda Item 6B

1. **Resolution 21-06-01 *Resolution Commending and Thanking Jim Shetler for his Service to California Community Power.***

**California Community Power  
Resolution 21-06-01**

**RESOLUTION COMMENDING AND THANKING JIM SHETLER  
FOR HIS SERVICE TO CALIFORNIA COMMUNITY POWER**

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

WHEREAS, Jim Shetler was instrumental in the formation and successful startup of California Community Power; and

WHEREAS Mr. Shetler has served faithfully as Interim General Manager from California Community Power’s inception through June of 2021; and

WHEREAS, Mr. Shetler provided leadership to launch the important work of CC Power to the benefit of the membership and CCA community; and

WHEREAS, through his service to California Community Power, Mr. Shetler has gained the respect and admiration of the Board of Directors and California Community Power participants;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby commend and thank Jim Shetler for his outstanding work and service to California Community power and extend to him their best wishes for all of his future endeavors.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 16<sup>th</sup> day of June, 2021, by the following vote:

	Aye	No	Abstain	Absent
Central Coast Community Energy				
Clean Power San Francisco				
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				
Valley Clean Energy				

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Chair

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Attest by: Secretary

## California Community Power

# Agenda Item 6C

1. **Resolution 21-06-11 Approval of CC Power Budget Adjustment to Reflect Interim General Manager Transition and Accommodate Valley Clean Energy Participation in the Long Duration Storage Project.**
2. **Attachment A to Resolution 21-06-11: Revised CC Power 2021 Budget Cash Flow.**
3. **Attachment B to Resolution 21-06-11: Revised CC Power 2021 Budget Allocations.**

# California Community Power

70 Garden Court, Suite 300, Monterey, CA 93940 | cacommunitypower.org

6/11/21

**To:** CC Power Board of Directors

**From:** Jim Shetler, Interim General Manager

**RE:** Proposed Budget Adjustment to Cover Transition of New Interim General Manager and to Accommodate Valley Clean Energy (VCE) Participation in the LDS Project

There are two proposed actions that will impact the 2021 Budget. The first is the hiring of the new Interim General Manager, which requires a transition from the current Interim General Manager. As noted in the discussion regarding the hiring of Tim Haines as the new Interim General Manager, it is estimated that an additional 40 hours would be needed to accommodate this transition. Based upon expenditures to date, it is expected that ~20 hours can be covered within the existing 2021 Budget. It is recommended that the Board consider adjusting the 2021 Budget with an additional \$5,000 (split \$1,500 for General Support and \$3,500 for LDS Project support). These adjustments will be allocated in June and July and are shown in Attachment A – Revised CC Power 2021 Budget Cash Flow with the revised allocations shown in Attachment B – Revised CC Power 2021 Budget Allocations.

The second action is the request by Valley Clean Energy (VCE) to become a participant in the Long Duration Storage (LDS) Project. VCE is requesting that they participate at 10 MW capacity. They have also committed to reimburse their share of the Phase 1 expenses for the LDS RFI/RFP and evaluation efforts and their share of the Phase 2 negotiation efforts in the 2021 CC Power Budget. This request does not result in an increase in the 2021 Budget but rather an increase in the forecasted capacity to accommodate the VCE 10 MW request and a reallocation of the budget expenditures to add VCE. These adjustments are shown in Attachment B – Revised CC Power 2021 Budget Allocations.

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A Joint Powers Agency whose members are:

Central Coast Community Energy | CleanPowerSF | East Bay Community Energy | MCE | Peninsula Clean Energy | Redwood Coast Energy Authority | San José Clean Energy | Silicon Valley Clean Energy | Sonoma Clean Power | Valley Clean Energy

As a result of these two requests, the Board is requested to consider and approve the following actions:

1. Adjustment of the 2021 Budget for Interim General Manager Services of \$5,000 as shown in Attachment A.
2. Approve allocating \$11,100 as VCE's share of expenses for the Phase 1 LDS Project expenditures (\$100,000 expenditures allocated to nine participants) and directing the Treasurer to place this reimbursement from VCE into a reserve account for future determination of usage.
3. Addition of 10 MW of forecasted capacity to accommodate VCE participation in the LDS Project and readjustment of the project participation percentages and cost allocations as shown in Attachment B.

**California Community Power  
Resolution 21-06-11**

**APPROVAL OF REVISED 2021 ANNUAL BUDGET FOR CC POWER  
TO REFLECT TRANSITION OF GENERAL MANAGER  
AND REVISED ALLOCATION OF LONG DURATION STORAGE PROJECT COSTS**

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, the Board has approved the agreement with Grid & Power Symmetry LLC for General Manager Services; and

WHEREAS, appointment of the new General Manager will require a transition from the current Interim General Manager not contemplated in the current approved Budget; 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, Valley Clean Energy has requested to become a participant in the Long Duration Storage project process; and

WHEREAS, a Revised Budget reflecting the General Manager transition and Valley Clean Energy's participation in the LDS project is attached for consideration and possible adoption by the Board.

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

1. Adjustment of the 2021 Budget for Interim General Manager Services of \$5,000 as shown in Attachment A.
2. Approve allocating \$11,100 as VCE's share of expenses for the Phase 1 LDS Project expenditures (\$100,000 expenditures allocated to nine participants) and directing the Treasurer to place this reimbursement from VCE into a reserve account for future determination of usage.
3. Addition of 10 MW of forecasted capacity to accommodate VCE participation in the LDS Project and readjustment of the project participation percentages and cost allocations as shown in Attachment B.

**California Community Power  
Resolution 21-06-11**

PASSED AND ADOPTED by the Board of Directors of California Community Power this 16<sup>th</sup> day of June, 2021, by the following vote:

	Aye	No	Abstain	Absent
Central Coast Community Energy				
Clean Power San Francisco				
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				
Valley Clean Energy				

\_\_\_\_\_ Chair

\_\_\_\_\_ Attest by: Secretary

Attachment A to Resolution 21-06-11 – Revised CC Power 2021 Budget Cash Flow

CATEGORY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
~ General JPA Support											
~ General Manager	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$4,750.00	\$ 4,250.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 39,000.00
~ 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	\$36,850.00	\$ 8,850.00	\$ 9,850.00	\$8,850.00	\$ 6,850.00	\$ 9,850.00	\$19,850.00	\$ 6,350.00	\$ 9,850.00	\$ 5,850.00	\$123,000.00
~ LDS Project Support											
~ General Manager	\$11,250.00	\$11,250.00	\$11,250.00	\$13,750.00	\$12,250.00	\$11,250.00	\$11,250.00				\$ 82,250.00
~ General Counsel	\$ 4,680.00	\$20,000.00	\$15,600.00	\$ 5,000.00	\$ 5,000.00	\$15,600.00	\$25,000.00				\$ 90,880.00
~ Negotiating Team		\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00				\$192,000.00
~ Project Support	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00				\$ 18,480.00
~ Total	\$18,570.00	\$65,890.00	\$61,490.00	\$53,390.00	\$51,890.00	\$61,490.00	\$70,890.00	\$ -	\$ -	\$ -	\$383,610.00
~ Grand Total	\$55,420.00	\$74,740.00	\$71,340.00	\$62,240.00	\$58,740.00	\$71,340.00	\$90,740.00	\$ 6,350.00	\$ 9,850.00	\$ 5,850.00	\$506,610.00

Attachment B to Resolution 21-06-11 – Revised CC Power 2021 Budget Allocations

<b>PARTICIPANT</b>	<b>TARGET CAP. (MW)</b>	<b>ALLOCATION (%)</b>	<b>LDS 6 MO. CASH CALL</b>	<b>GENL 6 MO CASH CALL</b>	<b>6 MO CASH CALL</b>	<b>LDS TOTAL</b>	<b>GENERAL TOTAL</b>	<b>2021 TOTAL</b>
EBCE	0	0	\$ -	\$ 8,110.00	\$ 8,110.00	\$ -	\$ 12,300.00	\$ 12,300.00
3CE	50	14.5	\$ 44,814.49	\$ 8,110.00	\$ 52,924.49	\$ 55,595.65	\$ 12,300.00	\$ 67,895.65
CPSF	25	7.2	\$ 22,407.25	\$ 8,110.00	\$ 30,517.25	\$ 27,797.83	\$ 12,300.00	\$ 40,097.83
MCE	50	14.5	\$ 44,814.49	\$ 8,110.00	\$ 52,924.49	\$ 55,595.65	\$ 12,300.00	\$ 67,895.65
PCE	50	14.5	\$ 44,814.49	\$ 8,110.00	\$ 52,924.49	\$ 55,595.65	\$ 12,300.00	\$ 67,895.65
RCEA	10	2.9	\$ 8,962.90	\$ 8,110.00	\$ 17,072.90	\$ 11,119.13	\$ 12,300.00	\$ 23,419.13
SJCE	50	14.5	\$ 44,814.49	\$ 8,110.00	\$ 52,924.49	\$ 55,595.65	\$ 12,300.00	\$ 67,895.65
SVCE	50	14.5	\$ 44,814.49	\$ 8,110.00	\$ 52,924.49	\$ 55,595.65	\$ 12,300.00	\$ 67,895.65
SCPA	50	14.5	\$ 44,814.49	\$ 8,110.00	\$ 52,924.49	\$ 55,595.65	\$ 12,300.00	\$ 67,895.65
VCE	10	2.9	\$ 8,962.90	\$ 8,110.00	\$ 17,072.90	\$ 11,119.13	\$ 12,300.00	\$ 23,419.13
<b>TOTAL</b>	<b>345</b>	<b>100</b>	<b>\$309,220.00</b>	<b>\$81,100.00</b>	<b>\$390,320.00</b>	<b>\$383,610.00</b>	<b>\$123,000.00</b>	<b>\$506,610.00</b>

## California Community Power

# Agenda Item 6D

1. **Resolution 21-06-12 Authorization for Interim General Manager to Execute Amendment No. 1 to the Phase 2 Long Duration Storage Cost Sharing Agreement with Participants.**
2. **Attachment A to Resolution 21-06-12: Amendment No. 1 to Phase 2 Cost Sharing Agreement – California Community Power and Indicated Members to Consider, Negotiate, and Develop Agreements for Long Duration Storage Resources.**

**California Community Power  
Resolution 21-06-12**

**AUTHORIZATION FOR INTERIM GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE  
PHASE 2 LONG DURATION STORAGE COST SHARING AGREEMENT WITH PARTICIPANTS**

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, 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 through an Energy Storage Service Agreement (ESSA); 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, CC Power has assumed responsibility to supervise and administer the LDS solicitation and manage the use of professional services contracts to fulfill the objections of the LDS solicitation and consider LDS projects;

WHEREAS, a Long Duration Storage Phase 2 Cost Sharing Agreement has set forth the obligations of CC Power to administer the project and the obligations of participating members to assist and fund this effort, and for other purposes;

WHEREAS, Valley Clean Energy has requested to become a participant in the Long Duration Storage process; and

WHEREAS, the Board has approved a Revised 2021 Budget to reflect Valley Clean Energy’s participation in the LDS project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby delegate the authority to the Interim General Manager to execute an Amendment to the Phase 2 Cost Sharing Agreement on behalf of CC Power to incorporate VCE as a Party to the Agreement and reflect the revised LDS not to exceed cost allocation amounts as approved in the Revised 2021 Budget. The Amendment is attached hereto in substantially final form as Attachment A.

**California Community Power  
Resolution 21-06-12**

PASSED AND ADOPTED by the Board of Directors of California Community Power this 16<sup>th</sup> day of June, 2021, by the following vote:

	Aye	No	Abstain	Absent
Central Coast Community Energy				
Clean Power San Francisco				
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				
Valley Clean Energy				

\_\_\_\_\_

Chair

\_\_\_\_\_

Attest by: Secretary

**AMENDMENT NO. 1 TO PHASE 2 COST SHARING AGREEMENT  
CALIFORNIA COMMUNITY POWER AND INDICATED  
MEMBERS TO CONSIDER, NEGOTIATE, AND  
DEVELOP AGREEMENTS FOR LONG DURATION  
STORAGE RESOURCES**

This AMENDMENT NO. 1 to PHASE 2 COST SHARING AGREEMENT CALIFORNIA COMMUNITY POWER AND INDICATED MEMBERS TO CONSIDER, NEGOTIATE, AND DEVELOP AGREEMENTS FOR LONG DURATION STORAGE RESOURCES (“Agreement”), dated June 3, 2021, by and among California Community Power (“CC Power”), Silicon Valley Clean Energy Authority (“SVCE”), Central Coast Community Energy (“3CE”), Sonoma Clean Power Authority (“SCP”), City of San José, Administrator of San José Clean Energy (“SJCE”), Peninsula Clean Energy Authority (“PCE”), Marin Clean Energy (“MCE”), Redwood Coast Energy Authority (“RCEA”), and Valley Clean Energy (“VCE”) is entered into this [REDACTED] day of June 2021. In this Amendment No. 1, CC Power, SVCE, 3CE, SCP, SJCE, PCE, MCE, RCEA, and VCE are referred to individually as “Party” and collectively as “the Parties.”

RECITALS

- A. SVCE, 3CE, SCP, PCE, MCE, RCEA and SJCE have chosen to participate in ongoing activities to evaluate offers for long duration storage resources and to negotiate and develop potential agreements for long duration storage resources.
- B. CC Power, SVCE, 3CE, SCP, PCE, MCE, RCEA, and SJCE have entered into the Agreement for the purpose reimbursing CC Power for costs incurred in this process, and to otherwise participate and assume other obligations in connection with the consideration, negotiation, and development of Long Duration Storage (“LDS”) resource agreements.
- C. VCE has expressed interested in joining the ongoing LDS project activities set forth in Recital A above.
- D. The Parties desire to amend the Agreement and not to exceed cost allocation amounts to incorporate VCE as a Party to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties mutually agree to the following:

1. Recitals. The Recitals stated above are true and correct and are incorporated by this reference into this Amendment No. 1.
2. Additional Party. VCE acknowledges that it has received and reviewed a complete copy of the Agreement and the Parties agree that upon execution of this Amendment No. 1, VCE shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto.
3. Notice. Notice given under or regarding this Amendment No. 1, or the Agreement, shall be deemed given upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), or reputable overnight commercial delivery service. Notice shall be sent to the respective

Attachment A to Resolution 21-06-12

Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

If to CC Power: Tim Haines, Interim General Manager  
Central Coast Community Energy 70  
Garden Court, 3rd Floor Monterey, CA  
93940  
timothyhaines57@gmail.com

If to 3CE: Tom Habashi, CEO  
Central Coast Community Energy  
70 Garden Court, 3rd Floor  
Monterey, CA 93940  
thabashi@3ce.org

If to CPSF: Barbara Hale, Assistance General Manager, Power  
San Francisco Public Utilities Commission  
525 Golden Gate Ave, 13th Floor  
San Francisco, CA 94102  
bhale@sflower.org

If to MCE: Dawn Weisz, CEO  
MCE  
125 Tamalpais Avenue  
San Rafael, CA 94547  
dweisz@mcecleanenergy.org

If to PCE: Jan Pepper, CEO  
Peninsula Clean Energy  
2075 Woodside Road  
Redwood City, California 94061  
jpepper@peninsulacleanenergy.com

If to RCEA: Matthew Marshall, CEO  
Redwood Coast Energy Authority  
633 3rd Street  
Eureka, CA 95501  
mmarshall@redwoodenergy.org

If to SJCE: Lori Mitchell, Director  
cc: Luisa Elkins, Senior Deputy City Attorney  
San José Clean Energy  
200 E. Santa Clara Street, 14th Floor  
San José, CA 95113  
Lori.Mitchell@sanjoseca.gov  
Luisa.Elkins@sanjoseca.gov



IN WITNESS WHEREOF, the Parties have executed this Agreement below on the effective date written above.

**CC Power**

By: \_\_\_\_\_

Approved as to form by counsel for CC Power:

By: \_\_\_\_\_

**Central Coast Community Energy**

By: \_\_\_\_\_

Approved as to form by counsel for 3CE:

By: \_\_\_\_\_

**CleanPowerSE**

By: \_\_\_\_\_

Approved as to form by counsel for CPSF:

By: \_\_\_\_\_

**Marin Clean Energy**

By: \_\_\_\_\_

Approved as to form by counsel for MCE:

By: \_\_\_\_\_

**Peninsula Clean Energy Authority**

By: \_\_\_\_\_

Approved as to form by counsel for PCE:

By: \_\_\_\_\_

**Redwood Coast Energy Authority**

By: \_\_\_\_\_

Approved as to form by counsel for RCEA:

By: \_\_\_\_\_

**City of San José, Chief of Staff Office of the City Manager**

By: \_\_\_\_\_

Approved as to form by counsel for SJCE:

By: \_\_\_\_\_

**Silicon Valley Clean Energy Authority**

By: \_\_\_\_\_

Approved as to form by counsel for SVCE:

By: \_\_\_\_\_

**Sonoma Clean Power**

By: \_\_\_\_\_

Approved as to form by counsel for SCP:

By: \_\_\_\_\_

**Valley Clean Energy**

By: \_\_\_\_\_

Approved as to form by counsel for VCE:

By: \_\_\_\_\_

APPROVAL DRAFT

**Exhibit A (Revised)****Table A-1: Not to Exceed Cost Allocation (Revised)**

<b>PARTICIPANT</b>	<b>TARGET CAP.</b>	<b>ALLOCATION</b>	<b>LDS</b>
	<b>(MW)</b>	<b>(%)</b>	<b>TOTAL</b>
3CE	50	14.5	\$ 55,595.65
CPSF	25	7.2	\$ 27,797.83
MCE	50	14.5	\$ 55,595.65
PCE	50	14.5	\$ 55,595.65
RCEA	10	2.9	\$ 11,119.13
SJCE	50	14.5	\$ 55,595.65
SVCE	50	14.5	\$ 55,595.65
SCPA	50	14.5	\$ 55,595.65
VCE	10	2.9	\$ 11,119.13
<b>TOTAL</b>	345	100	\$ 383,610.00

APPROVAL DRAFT