

California Community Power

Regular Meeting of the Board of Directors of CC Power

1:00 P.M.

Wednesday, June 15, 2022

Teleconference Meeting

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 15, 2022**, at **1:00 p.m.** **The meeting will be held via teleconference pursuant to the provisions of Government Code Section 54935(e) (Assembly Bill 361).**

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: 1-669-219-2599 or 1-213-338-8477

Webinar ID: 828 1787 0134

Meeting Link: <https://svcleanenergy-org.zoom.us/j/82817870134>

If a member of the public would like to make a comment during the public comment period, please use the 'Raise Hand' function and staff will note your desire to speak. Alternatively, for members of the public joining by telephone (audio only), please email your public comment to comments@cacommunitypower.org. Public comment received by email will be read within the allotted public comment period.

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 April 20, 2022.
 - B. Minutes of the Special Board Meeting held on May 31, 2022.
 - C. Resolution 22-06-01 *Determination that Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the Proclaimed State of Emergency.*
- 6 Regular Agenda Items – Discussion and Possible Action.**
 - A. Chair Report
 - i. Resolution 22-06-02 *Approval of Budget Allowance for Development of Three-Year Strategic Plan.*
 - ii. Resolution 22-06-03 *Approval of Extension of Agreement with Grid & Power Symmetry, LLC, for Interim General Manager Services.*
 - B. General Manager's Report.
 - i. Update on LDS/FCR Projects.
 - ii. Update on CC Power Budget.
- 7 Discussion of Any Individual Member Items.**
- 8 Adjournment.**

Accessible Public Meetings - Upon request, CC Power will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least 3 days before the meeting. Requests should be sent to: Amy Freeman, 555 Capitol Mall, Suite 570, Sacramento, CA 95814 or to info@cacommunitypower.org. 2

California Community Power

Consent Agenda Items

- A. **Minutes of the Regular Meeting of the Directors of CC Power held on April 20, 2022.**
- B. **Minutes of the Special Meeting of the Directors of CC Power held on May 31, 2022.**
- C. **Resolution 22-06-01 *Determination that Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the Proclaimed State of Emergency.***

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

April 20, 2022

On this date, a Regular Meeting of the Directors of CC Power was held via teleconference, pursuant to the provisions of Assembly Bill 361.

Representatives:

Member Agency	Director
Central Coast Community Energy (3CE)	Tom Habashi
CleanPowerSF	Barbara Hale
East Bay Community Energy (EBCE)	Absent
Marin Clean Energy (MCE)	Dawn Weisz
Peninsula Clean Energy (PCE)	Jan Pepper
Redwood Coast Energy Authority (RCEA)	Lori Biondini, Alternate
San José Clean Energy (SJCE)	Lori Mitchell
Silicon Valley Clean Energy (SVCE)	Girish Balachandran
Sonoma Clean Power Authority (SCP)	Geof Syphers, Chair
Valley Clean Energy	Mitch Sears

Other Participants:

Tim Haines	General Manager, Interim
Brittany Iles	General Counsel

1. Call to Order: Chair Syphers called the meeting to order at 1:01 p.m.
2. Verification of Meeting Quorum: Ms. Iles verified that there was a quorum to proceed. Attendance is noted above. All Directors present participated via teleconference.
3. Matters Subsequent to Posting the Agenda: None.
4. Public Comment (any matter not on the agenda): None.
5. Consent Agenda: Chair Syphers noted that the March 16th Minutes had an error listing Director Balachandran as Chair; this has been corrected in the approval version of the minutes. Chair Syphers invited comments from the Board. Director Balachandran noted that he was listed as Chair twice, and Chair Syphers confirmed that the minutes would be corrected.

Public Comment: None.

ACTION: M/S (Balachandran/Pepper) to **approve the Consent Agenda**. Motion carried by a unanimous roll call vote (Absent: Director Chaset).

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

6. Regular Agenda Items – Discussion and Possible Action:

A. General Manager’s Report.

i. Update on LDS/FCR Projects.

Mr. Haines encouraged the Board to engage with their Project Oversight Committee (POC) members and provided a brief status update on the Tumbleweed, Goal Line, and Firm Clean Resource projects.

Chair Syphers invited questions from the Board. Director Habashi questioned the term Board Workforce in the slide presentation, and Mr. Haines responded. Chair Syphers reinforced Mr. Haines’ suggestion that the Board to stay in close communication with their POC members.

Public Comment: None.

ii. Discussion on Budget and Future of CC Power

Board discussion and public comment incorporated with item (i) above.

B. Resolution 22-04-02 Approval of CC Power Conflict of Interest Code and Authorizing the Initiation of Procedures for Adopting the Code by Written Comment Period.

Chair Syphers introduced the Resolution and invited questions from the Board. There were no questions.

Public Comment: None.

ACTION: M/S (Hale/Sears) to **approve Resolution 22-04-02 Approval of CC Power Conflict of Interest Code and Authorizing the Initiation of Procedures for Adopting the Code by Written Comment Period.** Motion carried by a unanimous roll call vote (Absent: Director Chaset).

7. Discussion of Any Individual Member Items: Director Syphers encouraged the Board to be on guard for phishing attacks.

The Board of Directors adjourned at 1:17 p.m.

Minutes approved on June 15, 2022.

Brittany Iles, Secretary

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

May 31, 2022

On this date, a Special Meeting of the Directors of CC Power was held via teleconference, pursuant to the provisions of Assembly Bill 361.

Representatives:

Member Agency	Director
Central Coast Community Energy (3CE)	Robert Shaw, Alternate
CleanPowerSF	Barbara Hale
East Bay Community Energy (EBCE)	Nick Chaset
Marin Clean Energy (MCE)	Dawn Weisz
Peninsula Clean Energy (PCE)	Jan Pepper
Redwood Coast Energy Authority (RCEA)	Lori Biondini, Alternate
San José Clean Energy (SJCE)	Lori Mitchell
Silicon Valley Clean Energy (SVCE)	Girish Balachandran
Sonoma Clean Power Authority (SCP)	Geof Syphers, Chair
Valley Clean Energy	Mitch Sears

Other Participants:

Tim Haines	General Manager, Interim
Brittany Iles	General Counsel
Jeanne Solé	Presenter – SJCE Deputy Director, Power Resources
Deb Emerson	Presenter – SCP Managing Director
Kevin Fox	Consultant, Keys & Fox LLP

1. Call to Order: Chair Syphers called the meeting to order at 10:32 a.m.
2. Verification of Meeting Quorum: Ms. Iles verified that there was a quorum to proceed. Attendance is noted above. Director Hale joined after the vote on the Consent Agenda. All Directors present participated via teleconference.
3. Matters Subsequent to Posting the Agenda: None.
4. Public Comment (any matter not on the agenda): None.
5. Consent Agenda: Chair Syphers invited comments from the Board, and there were none.

Public Comment: None.

ACTION: M/S (Sears/Weisz) to **approve the Consent Agenda**. Motion carried by a unanimous roll call vote (Absent: Director Hale).

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

6. Regular Agenda Items – Discussion and Possible Action:

A. 22-05-02 Waiver of 60-day Notice of Intent for the Fish Lake Geothermal and Ormat Geothermal Portfolio Projects.

Agenda Items A, B, & C were all covered within the same presentation, and public comment and Board discussion on these items were addressed collectively. The Resolutions were announced and voted on separately.

Ms. Emerson presented on the Open Mountain Energy (OME) Fish Lake Project in Nevada and the Ormat Portfolio of Projects in Nevada and California, as well as the California ISO's Maximum Import Capability (MIC) expansion request process.

Ms. Solé provided an overview of the participating CCA's allocation and step-up provisions for both OME and Ormat. She reviewed CC Power's labor and environmental quality requirements and the two alternatives available for the Nevada workforce, as well as the contracts and approval process for OME and Ormat.

Chair Syphers invited questions from the Board. Director Hale asked for insight on the MIC process, and Ms. Emerson responded. Director Shaw asked for clarification on the allocations, and Ms. Solé, Ms. Iles, and Mr. Fox responded. Directors Sears and Hale inquired further about the MIC process, and Ms. Emerson responded.

Public Comment on Resolutions 22-05-02, 22-05-03, and 22-05-04: None.

Chair Syphers invited further discussion from the Board. Directors Balachandran and Mitchell provided additional comments.

ACTION: M/S (Balachandran/Mitchell) to **approve Resolution 22-05-02 Waiver of 60-day Notice of Intent for the Fish Lake Geothermal and Ormat Geothermal Portfolio Projects.** Motion carried by a roll call vote (Abstain: Director Chaset).

B. Resolution 22-05-03 Approval of Fish Lake Geothermal Project and Authorization to Execute Associated Agreements.

ACTION: M/S (Pepper/Sears) to **approve Resolution 22-05-03 Approval of Fish Lake Geothermal Project and Authorization to Execute Associated Agreements.** Motion carried by a roll call vote (Abstain: Director Chaset).

C. Resolution 22-05-04 Approval of Ormat Geothermal Portfolio Project and Authorization to Execute Associated Agreements.

ACTION: M/S (Mitchell/Shaw) to **approve Resolution 22-05-04 Approval of Ormat Geothermal Portfolio Project and Authorization to Execute Associated Agreements.** Motion carried by a roll call vote (Abstain: Director Chaset).

The Board of Directors adjourned at 11:20 a.m.

Minutes approved on June 15, 2022.

Brittany Iles, Secretary

**California Community Power
Resolution 22-06-01**

**DETERMINATION THAT MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO
THE HEALTH OR SAFETY OF ATTENDEES AS A RESULT OF
THE PROCLAIMED STATE OF EMERGENCY**

WHEREAS, on March 4, 2020 the Governor of California proclaimed a state of emergency in California as a result of the threat of COVID-19; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20 authorizing exemptions to certain notice requirements under the Ralph M. Brown Act to facilitate virtual meetings of a legislative body of a local agency; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-12 extending the provisions of N-29-20 until September 30, 2021; and

WHEREAS, on September 16, 2021, the Governor of California signed Assembly Bill 361 which provides for the continued suspension of certain notice requirements for virtual meeting when a legislative body of a local agency holds a meeting during a declared state of emergency and either:

- (1) state or local officials have imposed or recommended measures to promote social distancing,
- or
- (2) the legislative body holds a meeting for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, pursuant to Government Code Section 54935(e) (Assembly Bill 361), a legislative body of a local agency must, not later than 30 days after teleconferencing for the first time pursuant to Section 54935(e), and every 30 days thereafter, reconsider the circumstances of the state of emergency and determine that the state of emergency continues to directly impact the ability of the members to meet safely in person.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power has reconsidered the state of emergency and hereby determines that meeting in person continues to present imminent risks to the health or safety of attendees as a result of the proclaimed state of emergency.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 15th day of June, 2022.

Chair

Attest by: Secretary

California Community Power

Agenda Item 6A

1. ***Resolution 22-06-02 Approval of Budget Allowance for Development of Three-Year Strategic Plan.***
2. ***Resolution 22-06-03 Approval of Extension of Agreement with Grid & Power Symmetry, LLC, for Interim General Manager Services.***

California Community Power

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

Date: June 15, 2022

From: Geof Syphers, Chair
Lori Mitchell, Vice Chair
Tim Haines, General Manager

To: CC Power Board of Directors

Subject: **Approve Budget Allowance for Strategic Plan**

Recommended Action

Approve a budget allowance of \$50,000 for consulting support to an ad hoc committee formed in this meeting to develop a three-year Strategic Plan.

Discussion

Over the past year of operations, CC Power has worked through many of the issues necessary to undertake procurement of ordered resources and has had neither the capacity nor the clear direction to take on additional supporting roles for its member CCAs. While members have individually considered new services that CC Power could provide, there isn't yet clarity of the Board's interest in developing any specific plans.

In addition to continuing procuring and managing the LDS and FCR resources, a few of the many possibilities for CC Power's future services include:

- Longer-term procurement efforts of large-scale offshore wind or geothermal;
- Joint administration of federal transportation electrification funds;
- Customer data management and billing services;
- CAISO transmission engagement;
- Central management of demand response programs for member CCAs;
- Ownership of generation resources;
- Joint procurement in partnership with municipal power providers;
- Central procurement entity services for regions with failed IOUs or CCAs.

Rather than consider such proposals individually, it makes sense to collect additional ideas and then discuss them collectively to determine which, if any, are worth pursuing. The Three Year Strategic Plan's purpose would then be to answer fairly high-level questions such as:

Q: What is the Vision for CC Power?

Q: What are the most important near-term strategic objectives of CC Power?

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

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Q: What are CC Power’s top operational goals and metrics for success?

Q: Are there certain industry relationships and partners needed?

Q: Is the staffing and budget of CC Power appropriate for planning to deliver the Board’s strategic priorities?

Q: Does CC Power’s procurement process need to evolve to fit the strategic priorities?

Q: Will CC Power be more effective to its members as a credit-rated entity?

Q: Under what conditions should CC Power expend its Membership?

The ad hoc committee formed to draft the Three-Year Strategic Plan with the General Manager would have the ability, under this proposal, to find consulting support to aid in this work up to the budget limit of \$50,000. A timeline for the work is also proposed here:

June 15, 2022	Form an ad hoc committee and authorize a budget allowance for consulting support
September 2022	Report back to Board on progress, including details on the scope of the Plan and which firms have been contracted to support the work, if any
November 2022	Full draft of the Three Year Strategic Plan to the Board for review and input
December 2022	Board vote to approve the final Three Year Strategic Plan

With the adoption of Plan by the end of 2022, the CC Power General Manager and Board will have a better ability to think longer term about budgets, staff and priorities.

Fiscal Impact

The budget allowance to the ad hoc committee and General Manager of \$50,000 is the potential fiscal impact, with costs allocated to all Members on an equal share basis.

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 22-06-02**

**APPROVAL OF BUDGET ALLOWANCE FOR DEVELOPMENT OF
THREE-YEAR STRATEGIC PLAN**

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

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

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

WHEREAS, CC Power JPA Section 4.09 provides that all expenditures must be made in accordance with the adopted budget; and

WHEREAS, CC Power has an interest in the development of a Three-Year Strategic Plan to guide future CC Power services and projects; and

WHEREAS, CC Power staff has outlined a timeline and proposal for the development of a Three-Year Strategic Plan; and

WHEREAS, CC Power staff has determined development of a Three-Year Strategic Plan may necessitate the support of consultants.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby approves an increased budget allowance of \$50,000, allocated to all Members on an equal share basis, to support the development of a Three-year Strategic Plan.

**California Community Power
Resolution 22-06-02**

PASSED AND ADOPTED by the Board of Directors of California Community Power this 15th day of June, 2022, by the following vote:

		Aye	No	Abstain	Absent
Central Coast Community Energy	Tom Habashi				
CleanPowerSF	Barbara Hale				
East Bay Community Energy	Nick Chaset				
Marin Clean Energy	Dawn Weisz				
Peninsula Clean Energy	Jan Pepper				
Redwood Coast Energy Authority	Matthew Marshall				
San José Clean Energy	Lori Mitchell				
Silicon Valley Clean Energy	Girish Balachandran				
Sonoma Clean Power Authority	Geof Syphers				
Valley Clean Energy	Mitch Sears				

Chair

Attest by: Secretary

California Community Power

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

Date: June 15, 2022
From: Geof Syphers, Chair
Lori Mitchell, Vice Chair
To: CC Power Board of Directors
Subject: **12 Month Extension of General Manager's Contract of \$120,000**

Recommended Action

Approve a 12-month extension of the CC Power Interim General Manager contract with Tim Haines for a flat rate of \$10,000 per month July 1, 2022 through June 30, 2023, and charging 50% to General Operations, 25% to Long Duration Storage and 25% to Firm Clean Resources.

Background

Tim Haines has served as CC Power's Interim General Manager since the JPA's inception and has an interest in continuing. His existing contract ends on June 30, 2022, so the Chair and Vice Chair feel that some period of extension is prudent. The question is then: how long of an extension?

Discussion

One option is to start a recruitment for a Permanent General Manager and provide a relatively short – perhaps six month – extension for CC Power's Interim GM. However, it may be difficult to recruit a Permanent GM while the members of CC Power have not yet adopted a vision for the agency's future and come to some agreement about the role of CC Power. For example, should CC Power be providing only the minimum services for fulfilling procurement mandates? Or is there value in growing CC Power's capacity, for example to increase joint activity to include voluntary resource procurement, or engage with CAISO on transmission issues, or to centrally administer paperwork for CPUC-funded programs, or to pursue federal transportation electrification grants to administer EV charging infrastructure for CC Power's members, or to prepare to own and operate generating resources in the future?

Rather than trying to answer such questions in one meeting, the Chair and Vice Chair recommend forming an ad hoc committee to draft a 3-year business plan for the Board to consider these matters. We expect this process to take about six months to develop and ultimately have the Board adopt the plan. At that time, the Board would be able to make a more informed decision about whether to initiate a recruitment for a Permanent GM and also what to say in the solicitation about that role.

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

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A 12-month extension of Mr. Haines contract now would therefore allow a six month business plan process followed by a six month recruitment for a Permanent GM, if the Board determines that to be necessary.

The Chair and Vice Chair also recommend converting Mr. Haines' contract to a monthly flat rate from the current contract, which is hourly, to aid in budgeting and to simplify invoicing.

Fiscal Impact

The proposed 12-month extension at \$10,000 per month would cost CC Power \$120,000. While there may be opportunities to reduce consultant costs with more hours for the General Manager, we leave that exploration and discussion up to the proposed Business Plan process to explore.

**California Community Power
Resolution 22-06-03**

**APPROVAL OF EXTENSION OF AGREEMENT WITH GRID & POWER SYMMETRY, LLC,
FOR INTERIM GENERAL COUNSEL 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 CC Power Board previously appointed Tim Haines of Grid & Power Symmetry, LLC as Interim General Manager until June 30, 2022; and

WHEREAS, the CC Power Board finds it appropriate to make interim appointments of key positions to allow continuity of operations.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby approves the Management Services Agreement, attached hereto as Attachment A to this resolution, to be effective as of July 1, 2022, and authorizes the Board Chair to execute the agreement.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 15th day of June, 2022, by the following vote:

		Aye	No	Abstain	Absent
Central Coast Community Energy	Tom Habashi				
CleanPowerSF	Barbara Hale				
East Bay Community Energy	Nick Chaset				
Marin Clean Energy	Dawn Weisz				
Peninsula Clean Energy	Jan Pepper				
Redwood Coast Energy Authority	Matthew Marshall				
San José Clean Energy	Lori Mitchell				
Silicon Valley Clean Energy	Girish Balachandran				
Sonoma Clean Power Authority	Geof Syphers				
Valley Clean Energy	Mitch Sears				

Chair

Attest by: Secretary

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

This Management Services Agreement (“Agreement”) is entered into on, and effective as of July 1, 2022, by and between California Community Power (“CC Power”) and Power & Grid 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 of 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 Power & Grid Symmetry, LLC (hereinafter “Contractor”), through Mr. Tim Haines, as Power & Grid 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 Power & Grid 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 Interim 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 Interim General Manager duties.

- e. The Contractor, as Interim 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 Interim General Manager, shall act as CC Power's representative pursuant to CC Power agreements and operations.
- h. The Contractor, as Interim 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 Interim General Manager to serve for the term of this Agreement from the effective date and shall expire June 30, 2023. 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 Interim 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.
- 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 \$10,000 per month 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 Interim 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 Interim 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:

Power & Grid Symmetry, LLC
Attention: Tim Haines
4000 9th 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 _____

Geof Syphers, Chair

POWER & GRID 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

Interim General Manager

1. Management of CC Power: Oversee the day-to-day management of the CC Power organization, including:
 - a. Direct all CC Power operations and activities related to resource planning, negotiations and contract administration,
 - b. Serve as Chair of the Project Committee for LDS and FCR projects,
 - c. Maintain close coordination with the CC Power General Counsel,
 - d. Oversee cash management, accounts payable and Board financial reporting in close coordination with Treasurer and Maher Accountancy
 - e. Support committees established by the CC Power Chair and Board of Directors,
 - f. 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
 - g. 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.