

**California Community Power
Resolution 23-02-01**

APPROVAL GENERAL MANAGER EMPLOYMENT AGREEMENT

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

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

WHEREAS, JPA Section 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, CC Power previously engaged Tim Haines of Power & Grid Symmetry LLC as part-time Interim General Manager; and

WHEREAS, it is the desire of the CC Power Board to appoint a full-time General Manager; and

WHEREAS, on November 16, 2022, the CC Power Board authorized the issuance of a Request for Proposals for a General Manager, execution of an agreement with a potential Recruiter, and the development of a contract for General Manager services; and

WHEREAS, at the direction of the CC Power Board Chair, an *ad hoc* General Manager search committee was developed and entered into an agreement with J. Tedesco & Associates to issue a request for proposals and conduct a preliminary screening process with candidates; and

WHEREAS, the *ad hoc* committee commenced an evaluation of submitted applications and conducted interview; and

WHEREAS, the *ad hoc* committee brought forward a recommendation and employment agreement for consideration and possible approval to the CC Power Board; and

WHEREAS, upon the recommendation the *ad hoc* committee, on February 15, 2023 during Closed Session of the Regular Meeting of the CC Power Board, the Board appointed Alexander Morris as General Manager for the period effective on February 27, 2023 through February 28, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby approves the General Manager Employment Agreement and authorizes the Board Chair to execute the Agreement with Alexander Morris attached hereto in substantially final form as Attachment A to be attached prior to, or as presented at, the CC Power Regular Board Meeting on February 15, 2023.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 15th day of February 2023, by the following vote:

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| | | Aye | No | Abstain | Absent |
|--------------------------------|------------------|-----|----|---------|--------|
| Central Coast Community Energy | Robert Shaw | X | | | |
| CleanPowerSF | Barbara Hale | X | | | |
| East Bay Community Energy | Nick Chaset | X | | | |
| Peninsula Clean Energy | Shawn Marshall | X | | | |
| Redwood Coast Energy Authority | Matthew Marshall | X | | | |
| San José Clean Energy | Lori Mitchell | X | | | |
| Silicon Valley Clean Energy | Amrit Singh | X | | | |
| Sonoma Clean Power Authority | Geof Syphers | X | | | |
| Valley Clean Energy | Mitch Sears | X | | | |

Chair

Attest by: Secretary

**EMPLOYMENT AGREEMENT BETWEEN
THE CALIFORNIA COMMUNITY POWER AGENCY
AND ALEXANDER MORRIS AS GENERAL MANAGER**

This Employment Agreement (“Agreement”) is entered into as of February 15, 2023 between the California Community Power Agency (“CC Power”), a California Joint Powers Authority ("Agency"), and Alexander Morris (“Employee”) (collectively referred to as the “Parties” and individually as a “Party”).

RECITALS:

- A. WHEREAS, Section 4.07 of the CC Power Joint Powers Agreement (“JPA”), executed on January 29, 2021, directs the CC Power Board of Directors to appoint a part-time or full-time General Manager to serve at the pleasure of the Board and to be responsible for the day-to-day operation and management of CC Power;
- B. WHEREAS, the Board has selected Employee to serve as its full-time General Manager;
- C. WHEREAS, CC Power wishes to enter this Agreement to establish the terms of Employee’s employment as General Manager; and

NOW, THEREFORE, the Parties mutually agree as follows:

- 1. **DUTIES AND AUTHORITY.** Subject to the terms of this Agreement, Employee shall serve as General Manager of CC Power, with power and authority to perform all duties of the General Manager as described in Section 4.07 of the JPA and as specified by the CC Power Board, and as provided by any such other resolutions of the Board, applicable laws, rules, regulations, orders, directives, policies, or procedures now in effect or hereafter adopted by CC Power.
- 2. **EFFECTIVE PERIOD.** Employee is appointed as General Manager beginning on the Effective Date of February 27, 2023 through February 28, 2025 (the “Effective Period”) unless terminated earlier in accordance with Section 4 below.
- 3. **COMPENSATION.** Beginning upon the Effective Date, Employee shall receive an annual salary of Three Hundred Twenty Thousand Dollars (\$320,000.00) payable monthly on a pro-rata basis. Employee’s first payment will be processed within the first week of April 2023, subject to CC Power’s established payroll schedule and practices. Such date may be subject to change upon the agreement of Employee and the CC Power Board.

Employee’s compensation shall, without requiring any further amendment to this Agreement, be automatically adjusted for inflation effective on the one-year anniversary of the Effective Date. Such adjustment shall be computed by multiplying the applicable compensation amount by the annual percent change to the Consumer Price Index for the Sacramento, CA Area for the immediately preceding year.

Employee shall receive a retention bonus of Thirty Thousand Dollars (\$30,000) after six months employment, and another retention bonus of Thirty Thousand Dollars (\$30,000) after twelve months employment.

4. **TERMINATION**

a. **Termination by CC Power.** Employee serves at the pleasure of the Board and is an at-will employee. The Board may terminate this Agreement with or without cause at any time.

i. ***Termination for Cause.*** The Board may terminate this Agreement for Cause if Employee: (1) acts in bad faith and to the detriment of CC Power; (2) willfully and unequivocally refuses or fails to act in accordance with any specific direction or order of the CC Power Board; (3) is convicted of a felony; (4) commits or is accused of committing an act involving moral turpitude under federal, state, or local law (regardless of whether or not such act involving moral turpitude is a misdemeanor or felony); (4) fails to substantially perform essential job functions; or (5) breaches any material term of this Agreement.

ii. ***Termination without Cause.*** At any time, CC Power may terminate this Agreement without Cause, as defined in Section 4(a)(i), by providing Employee written notice of termination. In the event this Agreement is terminated without Cause within the first year of the contract, Employee shall be entitled to an amount equal to Employee's base salary for 3 months, less any taxes and withholding as may be necessary pursuant to law. In the event this Agreement is terminated without Cause within second year of the contract, Employee shall be entitled to an amount equal to Employee's base salary for 2 months, less any taxes and withholding as may be necessary pursuant to law.

i. Notwithstanding any other provisions herein, in accordance with Government Code section 53260, the cash payment that Employee may receive in the event of the termination of this Agreement, as set forth in this Section shall not exceed an amount equal to the monthly base salary of Employee multiplied by the number of months left on the unexpired term of this Agreement.

b. **Resignation by Employee.** Employee may terminate this Agreement by providing no less than sixty (60) days written notice of resignation. Upon request and at its sole discretion, the CC Power Board may reduce the required notice period and accelerate the effective date of such a resignation.

5. **RESTRICTIONS ON OUTSIDE BUSINESS ACTIVITIES.** Employee shall devote their full employment time and effort, interest, ability, and productive time to the performance of this Agreement and shall not, without CC Power's prior written consent, tender services to others for any kind of compensation, or engage in any other business activities.

6. **BENEFITS.** Employee shall receive Three Thousand Dollars (\$3,000) per month in lieu

of benefits until such time as Employee has proposed a regular employee benefits package and the Board has approved it. At that time, Employee shall begin receiving the approved CC Power benefits and cease receiving the in-lieu payments.

7. **EXPENSES.** Six Hundred Dollars (\$600) per month shall be provided to Employee during such time as CC Power has no leased office space, business phone or office supplies. Employee costs associated with travel related to the performance of this Agreement shall be reimbursed by CC Power.

8. **ANNUAL REVIEW.** Employee's performance shall be reviewed annually. During the first year of employment and no later than the first annual performance review, Employee shall propose a set of professional development and agency goals to the Board of Directors, and upon mutual agreement, the goals will form the basis for Employee's performance evaluation in the second year. If, in Employee's second annual review, the Board determines the goals were successfully met, Employee shall receive a bonus of up to Twenty-Five Percent of then-current base salary. Costs associated with professional development shall be proposed as part of the annual budget.

9. **DISPUTE RESOLUTION.** In the event of a dispute arising under this Agreement, or related to Employee's employment or termination from employment, either party may provide the other with a written notice of dispute. Within ten (10) business days of the notice, the parties shall meet and attempt to resolve the dispute. If the parties are unsuccessful in resolving the dispute, the parties shall entire into mediation of the dispute. Costs of mediation shall be borne equally by the parties. If the parties do not resolve the dispute through mediation, either party may then pursue any and all available legal remedies.

10. **MISCELLANEOUS.** This Agreement is the fully and complete integration of the Agreement between CC Power and Employee with respect to the subject matter addressed herein, superseding all prior written or oral agreements, understandings, commitments, and practices. Any modifications to this Agreement must be made in writing and approved by the CC Power Board. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Waiver by either CC Power or Employee of any portion of this Agreement shall not constitute a waiver of any other portion thereof. This Agreement shall be governed by, and interpreted in accordance with California law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed:

EMPLOYEE:

By: _____

Name: _____

Date: _____

CALIFORNIA COMMUNITY POWER AGENCY
A Joint Powers Agency

By: _____

Name: _____

Title: Board Chair

Date: