

California Community Power

Regular Meeting of the Board of Directors of CC Power

1:00 P.M.

Wednesday, May 21, 2025

Teleconference Meeting

**California Community Power
NOTICE OF REGULAR MEETING AND AGENDA**

Notice is hereby given **May 21, 2025**, at **1:00 p.m.**

Teleconference Information:

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: 829 9231 3767

Meeting Link: <https://svcleanenergy-org.zoom.us/j/82992313767>

If a member of the public would like to make a comment during the public comment period through the teleconference system, 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.

Public Meeting Locations:

Any member of the public may observe the meeting and offer public comment at the following addresses where Board members may also join the meeting:

Ava Community Energy

1999 Harrison Avenue, Suite 2300
Oakland, CA 94612

Central Coast Community Energy

70 Garden Court, Suite 300
Monterey, CA 93940

CleanPowerSF

San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102

Peninsula Clean Energy

2075 Woodside Road
Redwood City, CA 94061

Redwood Coast Energy Authority

633 3rd Street
Eureka CA 95501

San José Clean Energy

4 N. 2nd Street, Suite 700
San Jose, CA 95113

Silicon Valley Clean Energy

333 W El Camino Real, Suite 330
Sunnyvale, CA 94087

Sonoma Clean Power Authority

Sonoma Clean Power Business Office
431 E Street, Stillman Conference Room
Santa Rosa, CA 95404

Valley Clean Energy

604 Second Street
Davis, CA 95616

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.

CALIFORNIA COMMUNITY POWER

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 23, 2025. B. Receipt of CC Power Financials as of March 31, 2025.
6	Regular Agenda Items. A. Resolution 25-05-01 – <i>Approval of 2025 - 2026 Fiscal Year Budget</i> B. Resolution 25-05-02 – <i>Approval of Agreement for General Counsel Services.</i> C. General Manager Report.
7	Discussion of Any Individual Member Items.
8	Adjournment.

California Community Power

Consent Agenda Item A

- 1. Minutes of the Regular Meeting of the Directors of CC Power held on April 23, 2025.**

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

April 23, 2025

On this date, a Regular Meeting of the Directors of CC Power was held via teleconference. Directors participated from the following public locations and members of the public had the opportunity to participate in public comment at each location.

Public Meeting Locations:

Ava Community Energy

1999 Harrison Avenue, Suite 2300
Oakland, CA 94612

Central Coast Community Energy

2601 Porter Street
Soquel, CA 95073

CleanPowerSF

San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102

Peninsula Clean Energy

2075 Woodside Road
Redwood City, CA 94061

Redwood Coast Energy Authority

633 3rd Street
Eureka CA 95501

San José Clean Energy

4 N. 2nd Street, Suite 700
San Jose, CA 95113

Silicon Valley Clean Energy

333 W El Camino Real, Suite 330
Sunnyvale, CA 94087

Sonoma Clean Power Authority

Sonoma Clean Power Business Office
431 E Street, Stillman Conference Room
Santa Rosa, CA 95404

Valley Clean Energy

604 Second Street
Davis, CA 95616

Representatives:

Member Agency	Director
Ava Community Energy	Howard Chang
Central Coast Community Energy (3CE)	Robert Shaw
CleanPowerSF	Barbara Hale
Peninsula Clean Energy (PCE)	Shawn Marshall
Redwood Coast Energy Authority (RCEA)	Lori Biondini
San José Clean Energy (SJCE)	Lori Mitchell, Chair
Silicon Valley Clean Energy (SVCE)	Monica Padilla
Sonoma Clean Power Authority (SCP)	Geof Syphers
Valley Clean Energy	Mitch Sears

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

Other Participants:

Alex Morris	General Manager
Philippe Gerretsen	Director of Origination
Justin Wynne	General Counsel

1. Call to Order: Chair Mitchell called the meeting to order at 1:01 p.m.
2. Verification of Meeting Quorum: Director Syphers announced that, due to illness, he is attending remotely in accordance with Gov. Code § 54953(f)(2) and that the noticed meeting location is available to the public. Mr. Wynne verified that there was a quorum to proceed. Director Marshall joined prior to the vote on the Consent Agenda. 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 Mitchell invited comments from the Board and there were none.
Public Comment: None.

ACTION: M/S (Shaw/Padilla) to **approve the Consent Agenda**. Motion carried by a roll call vote (Abstain: Director Sears).

6. Regular Agenda Items.
 - A. Resolution 25-04-01 Approval of Coordinated Operations Agreement for Tumbleweed Project.

Mr. Morris introduced the resolution and invited questions from the Board. Directors Marshall, Padilla, Shaw, Chang asked clarifying questions; Mr. Morris and Mr. Gerretsen responded.

Public Comment: None.

ACTION: M/S (Syphers/Hale) to **approve the Resolution 24-04-01 Approval of Coordinated Operations Agreement for Tumbleweed Project**. Motion carried by a roll call vote (Abstain: Directors Chang, Shaw, and Sears).

- B. General Manager Reports.

- i. Member Forum.

Mr. Morris announced the Member Forum is scheduled for October 21-22, 2025, and will include a tour of the Hetch Hetchy facility in Yosemite.

- ii. General Manager Contracting Updates.

Mr. Morris reported on the execution of a consent to collateral and updated letters of credit on the Tumbleweed project, as well as the execution of a consulting agreement with RMS Energy.

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

iii. Discussion of Long-Duration Storage Phase 2 Negotiation.

Mr. Morris provided an update on plans to begin negotiations.

iv. Discussion of Geothermal Strategic Pursuits Phase 2.

Mr. Morris discussed the geothermal strategic origination Phase 2A and the associated budget.

v. Discussion of CADEMO Demonstration Phase 2.

Mr. Morris discussed CADEMO Phase 2.

Chair Mitchell invited comments from the Board on the General Manager Reports. Directors Syphers, Chang, and Shaw asked clarifying questions; Mr. Morris responded. Chair Mitchell and Directors Padilla and Sears provided comments.

Public Comment: None.

C. Discussion of Draft 2025-2026 Budget.

Chair Mitchell provided an overview of the 2025-2026 work-plan and reviewed invoicing, incremental authorizations, participation levels, and the next steps.

Chair Mitchell invited comments from the Board. Directors Marshall, Padilla, Shaw, Syphers, Chang, Hale, Sears, and Biondini provided comments. Director Chang asked if the authorized budgets for Phase 2 would be carried over or refunded at end of the year; Chair Mitchell responded and asked the Board Members to provide feedback. Chair Mitchell and Directors Chang, Shaw, Biondini, Hale, and Padilla expressed a preference for funds to be carried over.

Public Comment: None.

7. Discussion of Any Individual Member Items: None.

The Board of Directors adjourned at 2:48 p.m.

Minutes approved on May 21, 2025.

Howard Chang, Secretary

California Community Power

Consent Agenda Item B

1. Receipt of CC Power Financials as of March 31, 2025.

**CALIFORNIA COMMUNITY POWER
(A CALIFORNIA JOINT POWERS AUTHORITY)**

**STATEMENT OF NET POSITION
AS OF MARCH 31, 2025**

ASSETS

Current assets

Cash and cash equivalents

Unrestricted \$ 1,641,960

Restricted - supplier deposits 150,000

Receivable from members 396,493

Total current assets 2,188,453

LIABILITIES

Current liabilities

Accounts payable 59,590

Payroll and other liabilities 44,080

Deferred revenue 706,920

Supplier deposits held 150,000

Total current liabilities 960,590

NET POSITION

Unrestricted 1,227,863

Total net position \$ 1,227,863

These financial statements do not contain note disclosures, have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

**CALIFORNIA COMMUNITY POWER
(A CALIFORNIA JOINT POWERS AUTHORITY)**

**STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
NINE MONTHS ENDED MARCH 31, 2025**

OPERATING REVENUES

Member contributions	\$ 1,061,684
Project participation	918,466
Cost share revenue	161,607
Total operating revenues	<u>2,141,757</u>

OPERATING EXPENSES

Contract services	806,337
Staff compensation	796,783
Other operating expenses	116,940
Total operating expenses	<u>1,720,060</u>
Operating income	<u>421,697</u>

NONOPERATING REVENUES

Investment income	<u>5,414</u>
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CHANGE IN NET POSITION

	427,111
Net position at beginning of period	800,752
Net position at end of period	<u><u>\$ 1,227,863</u></u>

These financial statements do not contain note disclosures, have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

**CALIFORNIA COMMUNITY POWER
(A CALIFORNIA JOINT POWERS AUTHORITY)**

**BUDGETARY COMPARISON SCHEDULE
NINE MONTHS ENDED MARCH 31, 2025**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>
OPERATING REVENUES			
Member contributions	\$ 1,061,684	\$ 1,061,684	\$ -
Project participation	3,452,384	918,466	2,533,918
Cost share revenue	-	161,607	n/a
Total revenues	<u>4,514,068</u>	<u>2,141,757</u>	
OPERATING EXPENSES			
Personnel and benefits	1,747,629	803,078	944,551
Professional services	2,221,300	822,123	1,399,177
Other operating expenses	<u>370,139</u>	<u>94,859</u>	<u>275,280</u>
Total operating expenses	<u>4,339,068</u>	<u>1,720,060</u>	<u>2,619,008</u>
Operating income	<u>175,000</u>	<u>421,697</u>	
NONOPERATING REVENUES			
Investment income	<u>-</u>	<u>5,414</u>	<u>n/a</u>
OTHER USES			
Contribution to reserves	<u>(175,000)</u>	<u>-</u>	<u>\$ (175,000)</u>
TOTAL CHANGE	<u>\$ -</u>	<u>\$ 427,111</u>	

These financial statements do not contain note disclosures, have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

California Community Power

Agenda Item 6A

1. Resolution 25-05-01 *Approval of 2025-2026 Fiscal Year Budget.*

California Community Power

901 H St, Ste 120, PMB 157, Sacramento, CA 95814 | cacommunitypower.org

May 16, 2025

From: Alex Morris, General Manager

To: CC Power Board of Directors

Subject: **2025-2026 Budget**

Recommended Action:

Adopt the 2025-2026 Budget, member specific invoicing amounts, and invoicing plan.

Background:

California Community Power ("CC Power") operates under a Board-approved annual budget which directs a spending and revenue plan. The budget follows from a work-planning survey, informing the Board and CC Power staff in developing joint-project opportunities for members.

Following activities by a 2025 Budget Ad Hoc Committee, the 2025-2026 Budget is ready for board consideration and adoption. Special thanks is given to the Ad Hoc Committee participants of Lori Mitchell (SJCE), Mitch Sears (VCE), Monica Padilla (SVCE), Shawn Marshall (PCE) for their extensive engagement.

Board member approval of this budget is contingent on approval of that Board member's governing body, as applicable.

The recommended 2025-2026 budget reflects the following:

- Overall Revenues: \$17.9M
- Overall Expenses: \$14M
- Target year-end General & Administration Reserve additions: \$50k
- Target Operating Account Reserves for established power projects: \$5.06M
- Invoice amounts established per member in four categories:
 - G&A
 - Phase 1
 - Phase 2
 - Phase 3
- An approved invoicing plan

Further details on spending by category are provided in Table 1.

Relevant Materials:

This budget approval includes three financial and process tables with necessary or relevant information.

– California Community Power –

Table 1: CC Power 2025-2026 Summary Budget

<u>Item</u>	<u>2025-2026</u>	<u>2024-2025</u>
<u>Revenues</u>		
G&A Contributions	\$1,565,789	\$1,061,684
Member Contributions (includes project advance payments)	\$10,223,899	\$3,452,384
Project Market / Counterparty Project Revenues	\$6,135,848	\$-
Total	\$17,925,537	\$4,514,068
<u>Expenses</u>		
A. Project, Energy and PPA Expenses	\$4,218,750	\$-
B. Personnel	\$1,859,238	\$1,747,629
C. Professional Services		
Legal	\$792,700	\$457,000
Accounting	\$125,000	\$70,000
Marketing & IT	\$43,000	\$31,000
Other Misc Professional	\$1,332,560	\$1,663,300
Total Professional Services	\$2,293,260	\$2,221,300
D. Other Operating Expenses		
Insurance	\$97,605	\$53,505
Travel and External Engagement	\$188,300	\$36,700
Software	\$257,800	\$16,800
Other Misc Operating Expenses	\$543,343	\$263,134
Total Operating Expenses	\$1,087,048	\$370,139
E. Member Distributions	\$4,518,499	\$-
Total Expenses (A+B+C+D+E)	\$13,976,795	\$4,339,068
<u>Reserves</u>		
G&A Reserves	\$50,000	\$175,000
Project Reserves or Excess	\$5,062,500	\$-
Total Reserves	\$5,112,500	\$175,000
<u>2024-25 Rollover Amounts</u>	\$1,163,758	

– California Community Power –

Table 2: Member Invoice Amount Budgets - does not include already authorized projects with cost-share agreements

<i>In 000s</i>	3CE	Ava	CPSF	PCE	RCEA	SCP	SJCE	SVCE	VCE	Total
G&A	\$174	\$174	\$174	\$174	\$174	\$174	\$174	\$174	\$174	\$1,566
Phase 1	\$90.1	\$90.1	\$90.1	\$90.1	\$90.1	\$90.1	\$90.1	\$90.1	\$90.1	\$811
Phase 2	\$259.1	\$131.2	\$164.4	\$111.2	\$137.4	\$101.8	\$172.7	\$43.2	\$104.1	\$1,225
Phase 3	\$12.2	\$12.2	\$37.4	\$37.4	\$37.4	\$29.4	\$37.4	\$37.4	\$37.4	\$278
Total	\$535.4	\$407.5	\$465.9	\$412.7	\$438.9	\$395.3	\$474.2	\$344.7	\$405.6	\$3,880

Table 3: Invoice Plan by Category

Type	Amount	Timing	Notes
G&A	Full Amount	Following Budget approval.	Annual invoice. Officers will develop future Budget Carryover and Reserves Policy.
Phase 1	Full Amount	Following Budget Approval and execution of Phase 1 agreement.	Annual invoice. Officers will develop future Budget Carryover and Reserves Policy.
Phase 2	Full Amount	Following Budget Approval and execution of Phase 2 agreement.	Annual Invoice. Project Account Balances tracked and updates quarterly. Expect rollovers. Officers will develop future Budget Carryover and Reserves Policy.
Phase 3	Per authorized project or contracts	Per project agreement.	Project account balances. Update every quarter but moving to monthly for some projects.

**California Community Power
Resolution 25-05-01**

APPROVAL OF 2025 – 2026 FISCAL YEAR BUDGET

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, CC Power Staff has worked with the Board and developed a strategic plan to ensure development of existing resources under contract, explore new resource opportunities, and builds the organizational capabilities of CC Power to support Member interests; and

WHEREAS, CC Power has worked with an Ad Hoc committee of the Board to develop a budget that reflects the outlined priorities of CC Power; and

WHEREAS, attached hereto are supporting materials developed in consultation with the Ad Hoc committee to describe in detail the proposed budget for the 2025-2026 Fiscal Year through June 30, 2026 for consideration and possible adoption by the Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby approves a total 2025 – 2026 Budget in accordance with the materials in Attachment A.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 21st day of May, 2025, by the following vote:

		Aye	No	Abstain	Absent
Ava Community Energy	Howard Chang				
Central Coast Community Energy	Robert Shaw				
CleanPowerSF	Barbara Hale				
Peninsula Clean Energy	Shawn Marshall				
Redwood Coast Energy Authority	Lori Biondini				
San José Clean Energy	Lori Mitchell				
Silicon Valley Clean Energy	Monica Padilla				
Sonoma Clean Power Authority	Geof Syphers				
Valley Clean Energy	Mitch Sears				

Chair

Attest by: Secretary

**California Community Power
Attachment A to Resolution 25-05-01**

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Item	2025-2026	2024-2025
Revenues		
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D. Other Operating Expenses		
Insurance	\$97,605	\$53,505
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Other Misc Operating Expenses	\$543,343	\$263,134
Total Operating Expenses	\$1,087,048	\$370,139
E. Member Distributions	\$4,518,499	\$-
Total Expenses (A+B+C+D+E)	\$13,976,795	\$4,339,068
Reserves		
G&A Reserves	\$50,000	\$175,000
Project Reserves or Excess	\$5,062,500	\$-
Total Reserves	\$5,112,500	\$175,000
2024-25 Rollover Amounts	\$1,163,758	

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<i>In 000s</i>	3CE	Ava	CPSF	PCE	RCEA	SCP	SJCE	SVCE	VCE	Total
G&A	\$174	\$174	\$174	\$174	\$174	\$174	\$174	\$174	\$174	\$1,566
Phase 1	\$90.1	\$90.1	\$90.1	\$90.1	\$90.1	\$90.1	\$90.1	\$90.1	\$90.1	\$811
Phase 2	\$259.1	\$131.2	\$164.4	\$111.2	\$137.4	\$101.8	\$172.7	\$43.2	\$104.1	\$1,225
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Table 3: Invoice Plan by Category

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Phase 2	Full Amount	Following Budget Approval and execution of Phase 2 agreement.	Annual Invoice. Project Account Balances tracked and updates quarterly. Expect rollovers. Officers will develop future Budget Carryover and Reserves Policy.
Phase 3	Per authorized project or contracts	Per project agreement.	Project account balances. Update every quarter but moving to monthly for some projects.

California Community Power

Agenda Item 6B

1. Resolution 25-05-02 *Approval of Agreement for General Counsel Services.*

- MEMORANDUM -

To: CC Power Board of Directors

From: Tony Braun, General Counsel

Date: May 16, 2025

Re: Recommendation to Approve Contract with Best Best & Kieger, LLP, for General Counsel Services

This brief Memorandum makes recommendations for selection of a new General Counsel for CC Power. In short, we recommend that the Board approve a contract for services with Best Best & Kieger, LLP to provide general public agency and general counsel services.

Background

Braun Blaising & Wynne has served in the role of Interim General Counsel and subsequently General Counsel, since CC Power's inception. Indeed, we were part of the formation process.

As CC Power has grown in activity and staffing, we have discussed with the General Manager and Board members how it is likely that our primary focus on energy issues may not serve CC Power well in certain areas. As CC Power grows, its general counsel functions must increasingly address an expanding array of legal matters, such as employment matters, contracts, cost-share and inter-member agreements, form agreements for various purposes, and a higher number of Board meetings, Brown Act, and/or committee or sub-committee functions.

Process

To this end, we worked with the General Manager to develop a scope of work for a new CC Power General Counsel. We consulted with CC Power officers and received suggestions. After receiving proposals from several firms, we worked with the General Manager to interview a short list and were impressed by the qualifications of each.

It is our recommendation that the Board consider and approve a contract with Best Best & Kieger, LLP, to provide General Counsel services as soon as practicable. We were impressed by the approach of Josh Nelson and his team to the proposal and the interview process, and he and his team bring a broad array and depth of legal support and staffing/clerking capabilities that will help work hand in glove with the General Manager to help the organization meet the Board's expectations as articulated in the Strategic Plan.

**California Community Power
Resolution 25-05-02**

APPROVAL OF AGREEMENT FOR GENERAL COUNSEL SERVICES

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

WHEREAS, JPA Section 4.08 provides that the CC Power Board of Directors shall have the power to appoint other officers and staff and to retain independent accountants, legal counsel, engineers, and other consultants; and

WHEREAS, CC Power has engaged counsel to assist on both general and specialized legal matters; and

WHEREAS, as the number and breadth of organizational matters has grown at CC Power and encompassed a host of contracting, employment, and other matters, CC Power staff, the existing General Counsel, and CC Power Board officers have discussed transition to a more broad-based set of general counsel services; and

WHEREAS, the CC Power General Manager and General Counsel solicited proposals from several firms that provide such public agency-focused services, and conducted short-list interviews; and

WHEREAS, the contract may result in fees in excess of the authorities delegated to the General Manager for approval of contracts.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby approve an agreement with Best Best & Krieger, LLP, for General Counsel Services, attached hereto as Attachment A in substantially final form, and direct the General Manager to execute the agreement.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 21st day of May, 2025, by the following vote:

		Aye	No	Abstain	Absent
Ava Community Energy	Howard Chang				
Central Coast Community Energy	Robert Shaw				
CleanPowerSF	Barbara Hale				
Peninsula Clean Energy	Shawn Marshall				
Redwood Coast Energy Authority	Lori Biondini				
San José Clean Energy	Lori Mitchell				
Silicon Valley Clean Energy	Monica Padilla				
Sonoma Clean Power Authority	Geof Syphers				
Valley Clean Energy	Mitch Sears				

Chair

Attest by: Secretary

**AGREEMENT FOR LEGAL SERVICES
BETWEEN
CALIFORNIA COMMUNITY POWER
AND
BEST BEST & KRIEGER LLP**

1. PARTIES AND DATE

This Agreement is made and entered into as of the ____th day of May, 2025, by and between the California Community Power, a joint powers agency (“Client”) and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law (“BB&K”).

2. RECITALS

2.1 Client wishes to engage the services of BB&K as its General Counsel to perform all necessary legal services for the Client on the terms set forth below.

3. TERMS.

3.1 Term. The term of this Agreement shall commence _____ and shall continue in full force and effect until terminated in accordance with Section 3.12.

3.2 Scope of Services. BB&K shall serve as General Counsel and shall perform legal services (“Services”) as may be required from time to time by the Client as set forth by this Agreement, unless otherwise agreed to by the Client and BB&K. As part of the Services to be performed hereunder, BB&K shall be responsible for the following:

3.2.1 Preparation for, and attendance at, regular meetings of the Client;

3.2.2 Provision of legal counsel at such other meetings as directed by the Client;

3.2.3 Preparation or review of Client ordinances and resolutions, together with such staff reports, orders, agreements, forms, notices, declarations, certificates, deeds, leases and other documents as requested by the Client;

3.2.4 Rendering to the officers and employees of the Client legal advice and opinions on all legal matters affecting the Client, including new legislation and court decisions, as directed by the Client;

3.2.5 Researching and interpreting laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Client on legal matters pertaining to Client operations, as directed by the Client;

3.2.6 Performing legal work pertaining to property acquisition, property disposal, public improvements, public rights-of-way and easements, as directed by the Client;

3.2.7 Responding to inquiries and review for legal sufficiency ordinances, resolutions, contracts, and administrative and personnel matters, as directed by the Client;

3.2.8 Representing and assisting on litigation matters, as directed by the Client. Such services shall include, but shall not be limited to, the preparation for and making of appearances, including preparing pleadings and petitions, making oral presentations, and preparing answers, briefs or other documents on behalf of the Client, and any officer or employee of the Client, in all federal and state courts of this State, and alternative dispute resolution officer, and before any governmental board or commission, including reviewing, defending or assisting any insurer of the Client or its agents or attorneys with respect to any lawsuit filed against the Client or any officer or employee thereof, for money or damages.

3.2.9 BB&K's Advanced Records Center Services. Through its new Advanced Records Center ("ARC"), BB&K combines its legal acumen and experience with cutting-edge technology to provide comprehensive and cost-effective support for non-routine records-related matters. Specifically, at the Client's option, the ARC team will assist Client with non-routine Public Records Act Processing and Policy Drafting, as detailed below. See Exhibit "A" for more details.

3.3 Designated General Counsel. Joshua Nelson shall be designated as General Counsel, and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. Nicholaus Norvell shall be designated as Back-Up General Counsel, and shall attend such meetings as may be requested by the General Counsel. No change in these assignments shall be made without the consent of the Client.

3.4 Time of Performance. The Services of BB&K shall be performed expeditiously in the time frames and as directed by the Client.

3.5 Assistance. The Client agrees to provide all information and documents necessary for the attorneys at BB&K to perform their obligations under this Agreement.

3.6 Independent Contractor. BB&K shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which BB&K, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Client shall have no voice in the selection, discharge, supervision or control of BB&K's employees, representatives or agents, or in fixing their number, compensation, or hours of service.

3.7 Fees and Costs. BB&K shall render and bill for legal services in the following categories and at rates set forth in Exhibit "A" and in accordance with the BB&K Billing Policies set forth in Exhibit "B", both of which are attached hereto and incorporated herein by reference. In addition, the Client shall reimburse BB&K for reasonable and necessary expenses incurred by it in the performance of the Services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate

allowed by the Internal Revenue Service, toll road expenses, long distance telephone and facsimile tolls, computerized research time (e.g. Lexis or Westlaw), research services performed by BB&K's library staff, extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), court fees and similar costs relating to the Services that are generally chargeable to a client. However, no separate charge shall be made by BB&K for secretarial or word processing services.

3.8 Billing. BB&K shall submit monthly to the Client a detailed statement of account for Services. The Client shall review BB&K's monthly statements and pay BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

3.9 Annual Reviews. The Client and BB&K agree that a review of performance and the compensation amounts referenced in this Agreement should occur at least annually.

3.10 Insurance. BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. A declaration page containing information about BB&K's errors and omissions insurance policy is available upon Client's request.

3.11 Attorney-Client Privilege. Confidential communication between the Client and BB&K shall be covered by the attorney-client privilege. As used in this article, "confidential communication" means information transmitted between the Client and BB&K in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which BB&K is consulted, and includes any legal opinion formed and advice given by BB&K in the course of this relationship.

3.12 Termination of Agreement and Legal Services. This Agreement and the Services rendered under it may be terminated at any time upon thirty (30) days' prior written notice from either party, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by the Client and performed up through and including the effective date of termination. BB&K shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client.

3.13 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

3.15 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or

service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

3.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Delivery of Notices. All notices permitted or required under this Agreement notices shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Client: Alexander Morris
General Manager
901 H St, Ste 120 PMB 157
Sacramento, CA 95814

BB&K: Joshua Nelson
Partner
Best Best & Krieger LLP
500 Capitol Mall, Suite 2500
Sacramento, CA 95814

3.20 Indemnification. BB&K agrees to indemnify Client its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising from the negligent acts or omissions of BB&K hereunder, or arising from BB&K's negligent performance of any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of Client, its officers, agents or employees.

IN WITNESS WHEREOF, the Client and BB&K have executed this Agreement for General Counsel Legal Services as of the date first written above.

(signatures contained on following page)

**SIGNATURE PAGE TO
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN
CALIFORNIA COMMUNITY POWER
AND
BEST BEST & KRIEGER LLP**

CALIFORNIA COMMUNITY POWER:

By: _____
Name: Alexander Morris
Title: General Manager

BEST BEST & KRIEGER LLP:

By: _____
Name: Joshua Nelson
Title: Partner

EXHIBIT A
TO
AGREEMENT FOR LEGAL SERVICES
BETWEEN
CALIFORNIA COMMUNITY POWER
AND
BEST BEST & KRIEGER LLP
BILLING ARRANGEMENTS

1. Basic Legal Services - Description. Basic legal services shall include all services provided to Client that are not otherwise specifically identified below as other types of specialized legal services.

2. Basic Hourly Rates. The Client shall pay for Basic Legal Services at the following rates:

Attorneys	\$335
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Paralegals, Law Clerks, Analysts	\$175
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3. PRA Processing tasks handled by the Advanced Records Center (ARC) will be billed at the following rate:

Attorneys, Paralegals, Law Clerks, Analysts	\$250
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4. Special Legal Services - Description. Special Legal Services shall include the following types of services:

- A. Litigation and formal administrative or other adjudicatory hearing matters
- B. Labor relations and employment matters
- C. Non-routine real estate matters
- D. Land acquisition and disposal matters
- E. Public construction disputes
- F. Non-routine land use and development matters
- G. Environmental matters (e.g. CEQA, NEPA, endangered species)
- H. Tax and ERISA related matters, Employee Benefits

- I. Toxic substances matters (e.g. CERCLA, RCRA)
- J. Intergovernmental Relations and Advocacy efforts (e.g. legislative and regulatory representation) at the federal and state level.
- K. Other matters mutually agreed upon between BBK and the General Manager.

5. Special Legal Services – Rates. The Client shall pay for Special Legal Services at hourly rates that currently fall within the following rate ranges:

Partners and Of Counsel	\$335 - \$670
Associates	\$260 - \$330
Pension Consultants	\$280
Paralegals, Law Clerks, Analysts	\$175 - \$270
Consultants/Government Affairs	\$260 - \$470

6. Agreement Regarding Rate Categories. If BB&K believes that a matter falls within the Special Legal Services, Third Party Reimbursable Legal Services, or Public Finance Legal Services rate categories, BB&K shall seek approval from the General Manager or his/her designee. The General Manager's or her designee's approval of such a request from BB&K shall not be unreasonably withheld.

7. Other Billing Personnel. If, as, and when BB&K employs additional or different billing personnel, this Agreement may be supplemented by written administrative memoranda, providing for the categories and billing rates for such personnel, which memoranda may be approved by the General Manager.

8. Annual Adjustments.

The above rates will be adjusted annually. Beginning July 1, 2026 and every July 1 thereafter with advanced written notice, the blended rates above for Basic Legal Services and PRA/ARC Legal Services shall be increased for the change in the cost of living for the most recently published twelve (12) month period, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth San Francisco-Oakland-Hayward, CA area (bi-monthly) provided, however, that such adjustment shall never be lower than zero percent (0%). The individual rates for Special Legal Services are subject to annual adjustment as well, adjusting for inflation and market trends as is appropriate for each area of specialization. In addition to the automatic rate increases, either BB&K or the Client may initiate consideration of a rate increase at any time.

9. Third Party Reimbursable Legal Services - Description. Third Party Reimbursable Legal Services shall include legal services provided to the Client for which the Client receives reimbursement from a developer or other third party. These reimbursable legal services include, but are not limited to, negotiation and review of development agreements, planning entitlements, review of CC&Rs; establishment of financing districts (i.e., Community Facilities Districts;

Assessment Districts; Landscape and Lighting Maintenance Districts); the processing of land use/environmental projects for which the Client is entitled to reimbursement, as well as defending any challenges to project entitlements or any dispute or litigation related to such reimbursable legal services.

10. Third Party Reimbursable Legal Services - Rates. The Client shall pay for Third Party Reimbursable Legal Services at BB&K's then current published standard private client rates.

11. Public Finance & Bond Services. BB&K will provide bond counsel, special counsel or disclosure counsel services at the request of the Client. Such bond counsel and special counsel services include the preparation of all legislative approvals and legal documentation relating to the appropriate sale and delivery of the bonds, notes or other obligations. BB&K will also prepare such closing certificates and legal opinions necessary for the delivery of the bonds. As disclosure counsel, we will prepare the disclosure documents for the Client and conduct the necessary due diligence related to the transaction. Our fees will be determined based upon the type of financing and the expected involvement of the attorneys involved. We will provide the Client with a detailed description of our services and our fees and reimbursable costs upon the Client's request. Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BB&K's option it may proceed on an hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in this Amendment, including with respect to services rendered for the formation of, or annexation to, a CFD (of either the Client or other local public agency), as well as the negotiation and preparation of funding agreements and joint financing agreements. Legal services related to the Client's compliance with its continuing disclosure covenants and provide such necessary advice on the Client's compliance shall be billed as Special Legal Services, above.

**EXHIBIT B
TO
AGREEMENT FOR LEGAL SERVICES
BETWEEN
CALIFORNIA COMMUNITY POWER
AND
BEST BEST & KRIEGER LLP**

BB&K BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to our Accounts Receivable Department (accounts.receivable@bbklaw.com). Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

Invoice and Payment Options

Best Best & Krieger strives to meet our clients' needs in terms of providing a wide variety of invoice types, delivery and payment options. Please indicate those needs including the preferred method of invoice delivery (Invoice via Email; or USPS). In addition, accounts.receivable@bbklaw.com can provide a W-9 upon request and discuss various accepted payment methods.

Fees For Electronically Stored Information ("ESI") Support and Storage

BBK provides Electronically Stored Information ("ESI") services for matters requiring ESI support, which are matters with a document population over 1 GB – typically litigation or threatened litigation matters. BBK provides services for basic ESI processing and storage at the following rates per month based on the number of gigabytes of data ("GB") processed and stored:

1GB -250GB: \$10 per GB
251GB - 550GB: \$8 per GB
551GB - 750GB: \$6 per GB
751GB - 1TB: \$4 per GB

The amount BBK charges for basic processing and storage of ESI allows BBK to recover the costs of providing such services, plus a net profit for BBK. BBK believes that the rates it charges for processing and storage are lower than comparable services available from third party vendors in the market. If you wish to contract separately with a third party vendor for processing and storage costs, please notify PracticeSupportServices@bbklaw.com in writing. BBK also provides advanced ESI processing services at hourly rates for personnel in its Litigation Support Group. A copy of BBK's current rates for such services will be provided upon request.

Fees for Professional Services

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. All legal services are billed in one-tenth of an hour (0.10/hour) or six-minute increments. Our attorneys are currently billed at rates from \$260 to \$1085 per hour, and our administrative assistants, research assistants, municipal analysts, litigation analysts, paralegals, paraprofessionals and law clerks are billed at rates from \$145 to \$350 per hour for new work. These rates reflect the ranges in both our public and our private rates. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Non-Attorney Personnel: BBK may employ the services of non-attorney personnel under the supervision of a BBK attorney in order to perform services called for in the legal services agreement. The most common non-attorney personnel utilized are paralegals. Other types of non-attorney personnel include, but are not limited to, case clerks, litigation analysts, and specialty consultants. The client agrees that BBK may use such non-attorney personnel to perform its services when it is reasonably necessary in the judgment of the responsible BBK attorney. Hourly fees for non-attorney personnel will be charged at the rate then in effect for such personnel. A copy of BBK's current rates and titles for non-attorney personnel will be provided upon request.

Fees For Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

Advance Deposit Toward Fees And Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from

clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees (unless otherwise noted in our accompanying engagement letter). At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, when we issue our invoice to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

Monthly Invoices and Payment

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We reserve the right to terminate our engagement and withdraw as attorney of record whenever our invoices are not paid. If an invoice is 60 days late, however, we may advise the client by letter that the client must pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

BEST BEST & KRIEGER LLP

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