



**REGULAR MEETING of the Board of Directors of the
Clean Power Alliance of Southern California
Thursday, June 7, 2018
2:00 p.m.**

Los Angeles County Hall of Administration
Room 140
500 West Temple Street
Los Angeles, California 90012

Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact Jacquelyn Betha, at least two (2) working days before the meeting at jbetha@cleanpoweralliance.org or (213) 269-5870, ext.1001. Notification in advance of the meeting will enable us to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it.

Members of the public may also participate in this meeting remotely at the following addresses:

*Calabasas City Hall – Council Conference Room
100 Civic Center Way, Calabasas, CA 91301*

*Ventura County Hall of Administration – 4th Floor Channel Island Conference Room
800 South Victoria Avenue, Ventura CA 93009*

*City of Whittier – Admin. Committee Room
13230 Penn Street, Whittier, CA 90602*

Clean Power Alliance Board of Directors
Meeting Agenda June 7, 2018

I. WELCOME & ROLL CALL

II. PUBLIC COMMENT

This item is reserved for persons wishing to address the Board on any Clean Power Alliance-related matters not on today's agenda. Public comments on matters on today's agenda shall be heard at the time the matter is called.

As with all public comment, members of the public who wish to address the Board are requested to complete a speaker's slip and provide it to Clean Power Alliance staff. If you have anything that you wish to be distributed to the Board and included in the official record, please hand it to a member of the staff who will distribute the information to the Board members and staff. Speakers are customarily limited to two minutes, but an extension can be provided at the discretion of the Board Chair.

III. CONSENT AGENDA

1. Approve Minutes from May 2, 2018 Board of Directors Meeting
2. Approve Minutes from April 5, 2018 Board of Directors Meeting
3. Approve Administrative Policies and Procedures Regarding Customer Confidentiality and Data Security
4. Approve Master Agreement for Specialized Services and Authorize Executive Director to Execute Master Agreement and Task Orders

Clean Power Alliance Board of Directors
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IV. CLOSED SESSION

5. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1)

V. REGULAR AGENDA

6. Review of Draft Fiscal Year 2018-19 (FY18-19) Budget

7. Approve Contact with Maher Accountancy for Financial Operating Support, Oversight and Auditing Services through June 2019

8. Authorize Board Chair & Vice-Chairs, Legislative & Regulatory Committee Chair, and Executive Director to Timely Respond on CPA's Behalf on Urgent Legislative and Regulatory Matters

9. Delegate Authority to Energy Committee for Approval of Final 2018 Integrated Resource Plan

10. Approve Formation of Community Advisory Committee and Authorize Staff to Open Application Process for Committee Membership

VI. LEGISLATIVE & REGULATORY UPDATE

VII. REPORT FROM THE EXECUTIVE DIRECTOR

VIII. BOARD MEMBER COMMENTS

IX. REPORT FROM THE CHAIR

Clean Power Alliance Board of Directors
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X. ADJOURN – TO JULY 12, 2018

Public records that relate to any item on the open session agenda for a regular Board Meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of, the members of the Board. The Board has designated the Clean Power A, Los Angeles, CA 90012, for making those public records available for inspection. The documents are also available on our internet website at www.cleanpoweralliance.org.

REGULAR MEETING of the Board of Directors of the
Clean Power Alliance of Southern California

May 2, 2018, 2:00 p.m.

Los Angeles County Hall of Administration – Room 743
500 West Temple Street, Los Angeles, CA 90012

*Calabasas City Hall – Council Conference Room
100 Civic Center Way, Calabasas, CA 91301*

*Ventura County – Office of Linda Parks
625 West Hillcrest Drive, Thousand Oaks, CA 91360*

*City of Whittier Administration Department – Conference Room
13230 Penn Street, Whittier, CA 90602*

MINUTES

I. WELCOME AND ROLL CALL

Chair Diana Mahmud called the meeting to order at 2:03 p.m. Secretary Jacquelyn C. Betha conducted roll call.

Roll Call				
1	Agoura Hills	Harry Schwarz	Director	Remote
2	Alhambra	Martin Ray	Alternate	Present
3	Arcadia	Sho Tay	Director	Present
4	Beverly Hills	Juilian Gold	Director	Absent
5	Calabasas	John Bingham	Alternate	Remote
6	Camarillo	Tony Trembley	Director	Present
7	Carson	Reata Kulcsar	Alternate	Present
8	Claremont	Corey Calaycay	Director	Present
9	Culver City	Meghan Sahli-Wells	Director	Present
10	Downey	Alex Saab	Director	Absent
11	Hawaiian Gardens	Myra Maravilla	Director	Present
12	Hawthorne	Angie Reyes English	Director	Present
13	Los Angeles County	Sheila Kuehl	Director	Present

14	Malibu	Skylar Peak	Director	Present
15	Manhattan Beach	Amy Howorth	Director	Present
16	Moorpark	Janice Parvin	Director	Absent
17	Ojai	Michelle Ellison	Alternate	Remote
18	Oxnard	Carmen Ramirez	Director	Present
19	Paramount	Tom Hansen	Director	Absent
20	Redondo Beach	Christian Horvath	Director	Present
21	Rolling Hills Estates	Steve Zuckerman	Director	Present
22	Santa Monica	Kevin McKeown	Director	Present
23	Sierra Madre	John Harabedian	Director	Present
24	Simi Valley	Mike Judge	Director	Absent
25	South Pasadena	Diana Mahmud	Chair	Present
26	Temple City	Nanette Fish	Director	Absent
27	Thousand Oaks	Claudia Bill-de la Peña / Jay Spurgin	Director / Alternate	Remote
28	Ventura City	Neal Andrews	Director	Remote
29	Ventura County	Linda Parks	Director	Present
30	West Hollywood	Lindsey Horvath	Director	Present
31	Whittier	Fernando Dutra / Joe Vinatieri	Director / Alternate	Remote

A quorum was established.

II. PUBLIC COMMENT

There were no comments from members of the public either in person or at remote meeting locations.

III. CONSENT AGENDA

1. Postponed Consideration of Minutes from April 5, 2018 Board of Directors Meeting to June 7, 2018

Chair Mahmud pulled Item 1 to discuss a requested revision to the April 5, 2018 minutes, and it was determined that the April 5, 2018 minutes would be brought back to the June Board of Directors Meeting for consideration.

2. Approved Consulting Agreement with BD Carnahan Management Services, Inc. for Bill Carnahan to serve as Special Assistant to the Executive Director
3. Approved Budget Increase in the amount of \$75,000 for Troutman Sanders, LLC to provide Specialized Legal Services for Energy Contracting
4. Approved Board Director Expense Reimbursement Policy

Director Horvath (West Hollywood) motioned to approve Consent Agenda Items 2 through 4. Director Sahli-Wells (Culver City) seconded. The motion was approved by a unanimous roll call vote.

IV. REGULAR AGENDA

5. Adopted Resolution 18-007 Authorizing Execution of a Credit Agreement with River City Bank.

Director Calaycay (Claremont) motioned to Adopt the Resolution. Director Zuckerman (Rolling Hills Estates) seconded. The motion was approved by a unanimous roll call vote.

6. Approved Fiscal Year 2017-18 Budget Adjustment

Director Howorth (Manhattan Beach) motioned to approve the FY 17/18 budget adjustment. Director Peak (Malibu) seconded. The motion was approved by a unanimous roll call vote.

7. Approved Policy to use an RFQ Process to Establish a List of Pre-Qualified Providers to Provide Goods and Services

Director Horvath (West Hollywood) motioned to approve Item. Director Calaycay (Claremont) seconded. The motion was approved by a unanimous roll call vote.

8. Directed staff to incorporate Board feedback and bring the Formation of Community Advisory Committee and Authorization of Staff to Open Application Process for Committee Membership back for Board consideration on June 7, 2018

Director Kuehl (Los Angeles County) requested that when staff brings this Item back, a recommended public roll out plan for the Community Advisory Committee be included.

Director Reyes English (Hawthorne) motioned to direct staff to incorporate feedback received on this Item and bring the Item back for consideration by the Board on June 7, 2018. Director Howorth (Manhattan Beach) seconded. The motion was approved by a roll call vote, with 22 ayes and 1 no by Director Andrews (Ventura).

V. LEGISLATIVE AND REGULATORY UPDATE

Director Horvath (West Hollywood) and Executive Director Ted Bardacke provided an update on current legislative and regulatory activities being undertaken by CPA.

VI. EXECUTIVE DIRECTOR REPORT

Executive Director Ted Bardacke provided an update on new staff hires for CPA, additional contracting opportunities, and future activities related to the Integrated Resource Plan (IRP).

VII. BOARD MEMBER COMMENTS

Board members provided general comments.

VIII. REPORT FROM THE CHAIR

Chair Mahmud provided a report, and asked Board members to save the date for a June 22 retreat, and indicated that the July Regular Meeting of the Board will be held on July 12.

IX. ADJOURN – TO JUNE 7, 2018

The meeting adjourned at 4:24 p.m., in memory of Director Julian Gold's father, Herbert Gold.

REGULAR MEETING of the Board of Directors of the
Clean Power Alliance of Southern California

April 5, 2018, 2:00 p.m.
Los Angeles County Hall of Administration
Room 140
500 West Temple Street, Los Angeles, CA 90012

*County of Ventura Government Center - CEO Large Conference Room
800 S. Victoria Avenue, Ventura CA 93009*

*Calabasas City Hall – Council Conference Room
100 Civic Center Way, Calabasas, CA 91302*

*Whittier City Hall – Administration Committee Room
13230 Penn Street, Whittier, CA 90602*

MINUTES

I. WELCOME AND ROLL CALL

Due to absence of Chair Mahmud, Vice Chair Kuehl served as Acting Chair.

Acting Chair Kuehl called the meeting to order at 2:03 p.m. Secretary Gomez conducted roll call.

Roll Call				
1	Agoura Hills	Harry Schwarz	Director	Present
2	Alhambra	Martin Ray	Alternate	Present
3	Arcadia	Sho Tay	Director	Present
4	Beverly Hills	Julian Gold	Director	Present
5	Calabasas	John Bingham	Alternate	Present
6	Camarillo	Kevin Kildee	Alternate	Present
7	Carson	Reata Kulcsar	Alternate	Present
8	Claremont	Corey Calaycay	Director	Present
9	Culver City	Meghan Sahli-Wells	Director	Present
10	Downey	Sean Ashton	Alternate	Present
11	Hawaiian Gardens	Myra Maravilla	Director	Absent

12	Hawthorne	Angie Reyes English	Director	Present
13	Los Angeles County	Sheila Kuehl	Director	Present
14	Malibu	Craig George	Alternate	Present
15	Manhattan Beach	Amy Howorth	Director	Present
16	Moorpark	Janice Parvin	Director	Present
17	Ojai	Michelle Ellison	Alternate	Present
18	Oxnard	Carmen Ramirez	Director	Present
19	Paramount	Tom Hansen	Director	Absent
20	Redondo Beach	Christian Horvath	Director	Present
21	Rolling Hills Estates	Steve Zuckerman	Director	Present
22	Santa Monica	Kevin McKeown	Director	Present
23	Sierra Madre	James Carlson	Alternate	Present
24	Simi Valley	Mike Judge	Director	Absent
25	South Pasadena	Kim Hughes	Alternate	Present
26	Temple City	Nanette Fish	Director	Present
27	Thousand Oaks	Claudia Bill-de la Peña	Director	Present
28	Ventura City	Neal Andrews	Director	Present
29	Ventura County	Linda Parks	Director	Present
30	West Hollywood	Lindsey Horvath	Director	Present
31	Whittier	Fernando Dutra	Director	Present

A quorum was established.

II. PUBLIC COMMENT

There were no comments from members of the public either in person or at remote meeting locations.

III. CONSENT AGENDA

Director Horvath (West Hollywood) requested to pull Items 2 and 3 for a minor correction to the minutes. She wished to make the correction that Alternate Director Robyn Eason was representing West Hollywood at both the March 6 and March 21 Special Meetings of the Board.

1. Approved Minutes from March 1, 2018 Board of Directors meeting
2. Approved Minutes from March 6, 2018 Board of Directors meeting
3. Approved Minutes from March 21, 2018 Board of Directors meeting
4. Designated Jacquelyn Betha as Board Secretary Effective April 6, 2018
5. Approved Amendment #2 to the Joint Powers Authority Agreement
6. Approved Employee Benefits Policy
7. Adopted Resolution No. 18-004 Declaring the Initial Participants of the CPA Program

Director Calaycay (Claremont) motioned to approve the Consent Agenda, with stated amendments. Acting Chair Kuehl (Los Angeles County) seconded. The motion was approved by a unanimous roll call vote.

IV. REGULAR AGENDA

8. Elected At-Large Representatives to the Executive Committee

Ballots for at-large representatives to the Executive Committee were opened and counted, and it was announced that the following Board members were elected to at-large seats:

Ventura County: Director Linda Parks (Ventura County)
Los Angeles County: Director Steve Zuckerman (Rolling Hills Estates) and Director Angie Reyes English (Hawthorne)

Director Calaycay (Claremont) motioned to approve the election results. Director Fish (Temple City) seconded. The motion was approved by a unanimous roll call vote.

9. Adopted Resolution No. 18-005 to Provide Delegation of Authority to the Executive Director to Enter into Contract for Energy Procurement

In response to comments expressing concern from Director Kulcsar (Carson) regarding delegated authority during discussion of the Item, Executive Director Ted Bardacke requested that the minutes reflect his commitment to bring any long-term capacity projects to the Board for discussion and approval, when timing of the Board meeting cycle permits.

Director McKeown (Santa Monica) commented that with the established criteria and the 25 MW limit presented, and with the cautions raised by

cities during discussion on this item, he believes Clean Power Alliance is adequately protected and is comfortable with the approach outlined in the Resolution for 2018.

Director Gold (Beverly Hills) motioned to approve the adoption of the Resolution. Director McKeown (Santa Monica) seconded. The motion was approved by unanimous roll call vote.

10. Adopted Resolution No. 18-006 to Approve Rates for Phase 2

Alternate Director Hughes (South Pasadena) motioned to approve the Resolution for Phase 2 Rates as presented. Director Zuckerman (Rolling Hills Estates) seconded. The motion was approved by a unanimous roll call vote.

V. LEGISLATIVE AND REGULATORY REPORT

Director Horvath, Chair of the Legislative & Regulatory Committee, reported on recent meetings with legislators.

VI. EXECUTIVE DIRECTOR REPORT

Executive Director Ted Bardacke provided remarks and updates.

VII. CHAIR ANNOUNCEMENTS

Acting Chair Kuehl provided announcements.

VIII. BOARD MEMBER COMMENTS

There were no additional comments.

IX. ADJOURN – TO MAY 2, 2018

Director Gold (Beverly Hills) motioned to adjourn. Director McKeown (Santa Monica) seconded. The meeting adjourned at 4:08 p.m.



Staff Report – Agenda Item 3

To: Clean Power Alliance (CPA) Board of Directors

From: Monique Edwards, Director of Technology Integration and Data Analytics
Ted Bardacke, Executive Director

Subject: Customer Confidentiality, Privacy, and AMI Data Security Policies

Date: June 7, 2018

RECOMMENDATION

Approve adoption of the CPA Privacy and Customer Confidentiality Policy, CPA Protection of Confidential Information Policy, and CPA Advanced Metering Infrastructure (AMI) Data Security and Privacy Policy.

BACKGROUND

In accordance with the California Public Utilities Commission (CPUC) Decision 97-10-031 and CPUC Decision 12-08-045, CPA, its employees, agents, contractors, and affiliates are required to maintain the confidentiality of individual customers' names, service addresses, billing addresses, telephone numbers, email addresses, account numbers, and electricity consumption, except where reasonably necessary to conduct CPA's business or to provide services to customers as required by the CPUC. CPA must also implement reasonable administrative, technical, and physical safeguards to protect covered information from unauthorized access, destruction, use, modification, or disclosure.

The CPA Privacy and Customer Confidentiality Policy will protect the confidentiality of individual customers' names, service addresses, billing addresses, telephone numbers, email addresses, account numbers, and electricity consumption, except where reasonably necessary to conduct CPA's business or to provide services to customers.

The CPA Protection of Confidential Information Policy will restrict the sharing of confidential information with individuals outside the organization and the transmission of the information via email, except where reasonably necessary to conduct CPA's business.

The CPA AMI Data Security and Privacy Policy provides limits on the sharing of customer Advanced Metering Infrastructure data and delineates a process for notifying customers of their privacy rights and how they can access that data.

These policies and procedures will ensure that CPA, its employees, agents, contractors, and affiliates comply with requirements established in CPUC Decision 97-10-031 and CPUC Decision 12-08-045. Staff, contractors, and Board Directors will be required to sign a policy acknowledgement form agreeing to abide by the policy and to agree to review the policies periodically for changes or modifications. Signed acknowledgments will be kept in CPA's files.

Attachments: CPA Privacy and Customer Confidentiality Policy

CPA Protection of Confidential Information Policy

CPA AMI Data Security and Privacy Policy



Clean Power Alliance Administrative Policies and Procedures

Policy Title	CPA Privacy and Customer Confidentiality Policy		
Policy Number	CPA2018-01	Effective Date:	06/07/2018
Reference:	CPUC Decision 97-10-031		

1.0 Definition of Terms

1.1 California Public Utilities Commission (CPUC)

A regulatory agency that regulates privately owned public utilities in the state of California, including electric power, telecommunications, natural gas and water companies.

1.2 Policy

1.3 Notice of Accessing, Collecting, Storing, Using, and Disclosing Energy Usage Information

Clean Power Alliance (CPA), its employees, agents, contractors, and affiliates shall maintain the confidentiality of individual customers' names, service addresses, billing addresses, telephone numbers, email addresses, account numbers, and electricity consumption, except where reasonably necessary to conduct CPA's business or to provide services to customers as required by the California Public Utilities Commission (CPUC). Examples of reasonably necessary business purposes include but are not limited to when such disclosure is necessary to (a) comply with law, regulation, or court order; (b) enable CPA to provide services to its customers; (c) collect unpaid bills; (d) obtain and provide credit reporting information; (e) resolve customer disputes or inquiries; (f) communicate about demand response, energy efficiency, energy management, and conservation programs, or (g) in situation of imminent threat to life or property. CPA shall not, under any circumstances, disclose customer information for third-party telemarketing, e-mail, or direct mail solicitation. Aggregated data that cannot be traced to specific customers may be released at CPA's discretion.

Customer data, including individual customer names, addresses, and electric energy usage data, is collected via Southern California Edison's metering systems. CPA may

share customer data with contractors and vendors for purposes of providing services and operating programs. Contractors and vendors are required to agree to only use customer data for program operational purposes and protect it under the same standards as CPA maintains customer-specific energy usage and billing information for only as long as reasonably necessary, typically not more than five years unless otherwise necessary by law or regulation.

The effective date of this version of the Privacy and Consumer Confidentiality Policy is June 7, 2018. Notice of this policy will be provided when confirming a new customer account and annually to customers via an on-bill message to guide customers to the most updated version of CPA's website at www.CleanPowerAlliance.org. Any changes to this policy between notification periods will be communicated through CPA's website.

Customers having any questions or concerns regarding the collection, storage, use, or distribution of customer information, or who wish to view, inquire about, or dispute any customer information held by CPA or limit the collection, use, or disclosure of such information, may contact Tyler Aguirre, by phone at (213) 269-5870, via email at taguirre@cleanpoweralliance.org or by mail at 555 W. 5th Street, 35th Floor, Los Angeles, CA, 90013.

**PRIVACY AND CUSTOMER CONFIDENTIALITY
POLICY ACKNOWLEDGEMENT**

I have read the Privacy and Customer Confidentiality Policy and understand its provisions. I understand that to ensure the protection of the integrity of CPA's confidential information as well as the confidentiality of others, confidential information may not be shared with unauthorized individuals within or outside of the organization and may not be transmitted via email.

I accept responsibility for any action performed under my user name and password.

I understand that handling and use of confidential information in violation of the Privacy and Customer Confidentiality Policy may result in employee discipline, up to and including termination.

By signing this form, I agree to abide by the policy currently in place and I agree to review periodically any changes or modifications. I understand that my regular review of this policy is required. I understand updates to this policy are available on the intranet.

Employee
(Print Name): _____ Emp. ID: _____

Employee
Signature: _____ Date: _____

Executive Director
Signature: _____ Date: _____

This document will be maintained in your personnel file.



Clean Power Alliance Administrative Policies and Procedures

Policy Title	CPA Protection of Confidential Information Policy		
Policy Number	CPA2018-02	Effective Date:	06/07/2018
Reference:	CPUC Decision 97-10-031		

1.0 Definition of Terms

1.1 California Public Utilities Commission (CPUC)

A regulatory agency that regulates privately owned public utilities in the state of California, including electric power, telecommunications, natural gas and water companies.

1.2 Policy

1.3 Ensuring Customer Confidentiality is Protected

To ensure that all employees protect the integrity of CPA's confidential information as well as the confidentiality of others, confidential information may not be shared with unauthorized individuals within or outside of the organization and may not be transmitted via email, except where reasonably necessary to conduct CPA's business or provide services to customers as required by the California Public Utilities Commission (CPUC).

1.4 Procedure

- A. Confidential information cannot be transmitted or forwarded to individuals within or outside of the organization who do not have an authorized need to know the information.
- B. Confidential information cannot be transmitted via email.
- C. Confidential information cannot be posted on CPA's website.
- D. Employees must lock his/her computer when leaving their computer.
- E. Passwords may not be shared with any person and cannot be stored physically or digitally.
- F. Documents containing confidential information must be secured at all times.

- G. Documents containing confidential information must be shredded when destroyed when no longer used and as per the adopted retention schedule if applicable.
- H. Employees are responsible for any action performed under their user name and password.
- I. Examples of reasonably necessary business purposes include but are not limited to when such disclosure is necessary to:
 - 1. Comply with law, regulation, or court order;
 - 2. Enable CPA to provide services to its customers;
 - 3. Collect unpaid bills;
 - 4. Obtain and provide credit reporting information;
 - 5. Resolve customer disputes or injuries;
 - 6. Communicate about demand response, energy efficiency, energy management, and conservation programs, or
 - 7. In situation of imminent threat to life or property.
- J. Failure to comply with the provisions of this policy and procedure may result in discipline up to and including discharge.

**PROTECTION OF CONFIDENTIAL INFORMATION
POLICY ACKNOWLEDGEMENT**

I have read the Protection of Confidential Information Policy and understand its provisions. I understand that to ensure the protection of the integrity of CPA's confidential information as well as the confidentiality of others, confidential information may not be shared with unauthorized individuals within or outside of the organization and may not be transmitted via email.

I accept responsibility for any action performed under my user name and password.

I understand that handling and use of confidential information in violation of the Protection of Confidential Information Policy may result in employee discipline, up to and including terminations.

By signing this form, I agree to abide by the policy currently in place and I agree to review periodically any changes or modifications. I understand that my regular review of the policy is required. I understand updates to the policy are available on the intranet.

Employee

(Print Name): _____

Emp. ID: _____

Employee

Signature: _____

Date: _____

Executive Director

Signature: _____

Date: _____

This document will be maintained in your personnel file.



Clean Power Alliance Administrative Policies and Procedures

Policy Title	CPA Advanced Metering Infrastructure (AMI) Data Security and Privacy Policy		
Policy Number	CPA2018-03	Effective Date:	06/07/2018
Reference:	CPUC Decision 12-08-045		

1.0 Definition of Terms

1.1 California Public Utilities Commission (CPUC)

A regulatory agency that regulates privately owned public utilities in the state of California, including electric power, telecommunications, natural gas and water companies.

1.2 Policy

- A. CPA shall implement reasonable administrative, technical, and physical safeguards to protect covered information from unauthorized access, destruction, use, modification, or disclosure.
- B. CPA and all third parties shall provide reasonable training to all employees and contractors who use, store, or process covered information.
- C. CPA shall collect, store, use, and disclose only as much covered information as is reasonably necessary or as authorized by the Commission to accomplish a specific primary purpose.

1.3 Procedure

1. Transparency and Notification

- A. CPA shall provide customers with meaningful, clear, accurate, specific, and comprehensive notice regarding the accessing, collection, storage, use, and disclosure of AMI data: provided, however, that CPA is using AMI data solely for a primary purpose on behalf of and under contract with utilities it is not required to provide notice separate from that provided by the utility.
- B. CPA shall provide written notice when confirming a new customer account an at least once a year. The notice shall inform customers how they may obtain a copy

of CPA's notice regarding the accessing, collection, storage, use, and disclosure of AMI data and shall provide a conspicuous link to the notice on the home page of their website and include a link to their notice in all electronic correspondence to customers.

1. The notice shall be labeled Notice of Accessing, Collecting, Storing, Using and Disclosing Energy Usage Information and shall be written in easily understandable language and be no longer than is necessary to convey the requisite information.
 2. The notice and the posted privacy policy shall state clearly the identity of CPA, the effective date of the notice or posted privacy policy, CPA's process for altering the notice or posted privacy policy including how the customer will be informed of any alterations and where prior versions will be made available to customers, and the title and contact information including email address, postal address, and telephone number of an official at CPA who can assist the customer with privacy questions, concerns, or complaints regarding the collection, storage, use, or distribution of covered information.
 3. The notice shall provide an explicit description of each category of covered information collected, used, stored, or disclosed, and for each category of covered information, the reasonably specific purposes for which it will be collected, stored, used, or disclosed, each category of covered information that is disclosed to third parties, and, for each such category, a description of the means by which customers may view, inquire about, or dispute their covered information, and the means, if any, by which customers may limit the collection, use, storage, or disclosure of covered information and the consequences to customers if they exercise such limits.
- C. CPA shall provide to customers upon request convenient and secure access to their covered information in an easily readable format that is at a level no less detailed than that at which the covered entity discloses the data to third parties.

2. Use, Disclosure, and Customer Authorization

- A. CPA may disclose covered information without customer consent to a third party acting under contract with the Commission for the purpose of providing services authorized pursuant to an order or resolution of the Commission or to the governmental entity for the purpose of providing energy efficiency or energy efficiency evaluation services pursuant to an order or resolution of the Commission.
- B. CPA may disclose covered information to a third party without customer consent when explicitly ordered to do so by the Commission, or for a primary purpose being carried out under contract with an on behalf of CPA provided that the covered entity disclosing the data shall, by contract, require the third party to agree to access,

collect, store, use, and disclose the covered information under policies, practices, and notification requirements no less protective than those under which the covered entity itself operates.

- C. Any entity that receives covered information derived initially from CPA may disclose such covered information to another entity without customer consent for a primary purpose, provided that the entity disclosing the covered information shall, by contract, require the entity receiving the covered information to use the covered information only for such primary purpose and to agree to store, use, and disclose the covered information under policies, practices, and notification requirements no less protective than those under which the covered entity from which the covered information was initially derived operates.
- D. When CPA discloses covered information to a third party under this subsection it shall specify by contract, unless otherwise ordered by the Commission, that it shall be considered a material breach if the third party engages in a pattern or practice of accessing, storing, using, or disclosing the covered information in violation of the third party's contractual obligations to handle the covered information under policies no less protective than those under which the covered entity from which the covered information initially derived operates.
- E. If CPA finds that a third party contractor to which it disclosed covered information is engaged in a pattern or practice of accessing, storing, using, or disclosing covered information in violation of the third party's contractual obligations related to handling covered information, CPA shall promptly cease disclosing covered information to such third party.
- F. Separate authorization by each customer must be obtained for all disclosures of covered information except as otherwise provided for herein.
- G. CPA shall permit customers to cancel authorization for any secondary purpose of their covered information by the same mechanism initially used to grant authorization.
- H. CPA shall permit the use of aggregated usage data that is removed of all personally-identifiable information to be used for analysis, reporting, or program management provided that the release of that data does not disclose or reveal specific customer information because of the size of the group, rate classification, or nature of the information.

Staff Report – Agenda Item 4

To: Clean Power Alliance (CPA) Board of Directors

From: Bill Carnahan, Special Advisor to the Executive Director
Ted Bardacke, Executive Director

Subject: Master Agreement for Specialized Services and Authorize Executive Director to Execute Master Agreement and Task Orders

Date: June 7, 2018

RECOMMENDATION

Staff recommends that the Board approve a Master Agreement for Specialized Services and authorize the Executive Director or his designee to:

- 1) execute individual Master Agreements with vendors as they become qualified throughout the term of the Master Agreement;
- 2) exercise the renewal option extensions;
- 3) execute individual task orders within the Executive Director's contracting authority within a fiscal year;
- 4) suspend or terminate agreements for the administrative convenience of CPA when vendors cease to be in administrative compliance;
- 5) add or delete Master Agreement categories; and
- 6) execute applicable contract amendments if the original contracting entity merge, be acquired, or otherwise have a change of entity.

BACKGROUND

On May 2, 2018, the Board approved a process to develop a list of Pre-Qualified Providers (PQPs) for goods and services. Establishing a list of PQPs for various services for CPA

will allow it to more efficiently match its consulting and non-energy procurement needs with those individuals or firms most qualified to provide those services.

New vendors may qualify for a Master Agreement at any time by submitting a Statement of Qualifications. Specific work will be awarded through individual Task Orders. Task Orders with a not to exceed amount above the Executive Director's contracting authority will be presented to the Board for approval. Multiple vendors may be pre-qualified in a given area or discipline as work will be assigned on a Task Order basis. This process enables CPA to engage a diverse group of potential vendors, including local, small, and minority-owned businesses. To further encourage participation, Statements of Qualifications will be accepted on a rolling basis.

MASTER AGREEMENT

The purpose of the Master Agreement is to establish between CPA and all PQPs a uniform set of legal and business operating parameters. The Task Order process allows CPA to leverage that common set of parameters and streamline the assignment of work in the future. The term of the Master Agreement is five years with the option to extend for two additional two-year renewal periods and one six-month extension. Each renewal option is exercised at the sole option of the CPA Executive Director or designee.

Major Provisions of the Master Agreement:

- Requirement that all PQPs must execute the Master Agreement including the Exhibits;
- Outlines details for invoices and payments;
- Allows for two types of Task Orders, 1) Time and Materials and 2) Fixed Price per Deliverable;
- Contains vendor's acknowledgement that CPA reserves the right to enter into Master Agreements with multiple vendors for work, goods or services similar to that which is the subject of vendor's agreement with CPA;
- Allows for Task Order approval by Executive Director if within delegated authority, otherwise upon approval of the Board;

- Designates how the contract will be administered by both parties;
- Protects confidential data;
- Requires various forms of insurance;
- Specifies indemnification; and
- Provides for termination for default and remedies.

Attachment: Master Agreement for Specialized Services



Clean Power Alliance of Southern California

MASTER AGREEMENT

BETWEEN

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA

AND

FOR

SPECIALIZED SERVICES

This Master Agreement and Exhibits made and entered into this ____ day of _____, 201_ by and between the Clean Power Alliance of Southern California ("CPA") and _____ ("Contractor"), to provide specialized services in the following categories: Engineering Services, Regulatory Compliance Services, Financial Services, Forecasting and Rate Design Services, Customer Outreach, Information Technology and Cybersecurity Services, and General Staff Support. CPA and Contractor are sometimes collectively referred to herein as the "Parties" and each individually as a "Party." In consideration of the terms of this Master Agreement, and for other good and valuable consideration, the Parties make the following acknowledgments and agreements:

RECITALS

WHEREAS, CPA may contract with private businesses for Support Services when certain requirements are met;

WHEREAS, the Contractor is a private firm specializing in providing such specialized services;

WHEREAS, the Board of Directors has authorized the Executive Director or designee to execute and administer this Agreement; and

WHEREAS, the purpose of this Master Agreement is to set forth the terms and conditions upon which Contractor shall provide consulting services, as an independent contractor, to CPA.

NOW, THEREFORE, for and in consideration of the Master Agreement made, and the payments to be made by Contractor, the Parties agree to the following:

AGREEMENT

1. **Applicable Documents.** Exhibits A, B, C and D are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, services, or other work, or otherwise between the Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 Exhibit A – CPA Administration
- 1.2 Exhibit B – Contractor Administration
- 1.3 Exhibit C – Sample Task Orders
- 1.4 Exhibit D - Forms Required for Each Task Order Before Work Begins

2. **Work.**

- 2.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 2.2 Task Orders shall generally conform to either Exhibit C (Sample Task Orders) depending on whether the particular Task Order is to be performed on a time and materials basis (see Exhibit C1) or on a fixed price per deliverable basis (see Exhibit C2) as determined by CPA. Each Task Order shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Task Order.
- 2.3 If Contractor provides any task, deliverable, service, or other work to CPA that utilizes other than approved Contractor personnel, and/or that goes beyond the Task Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Task Order as originally written or modified in accordance with paragraph 21, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against CPA.
- 2.4 CPA procedures for issuing and executing Task Orders are as set forth in this subparagraph 2.4. Upon determination by CPA to issue a Task Order solicitation, CPA shall issue a Task Order solicitation containing a Statement of Work to all Qualified Contractors. Each interested Qualified Contractor so contacted shall submit a bid to the CPA address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify

Contractor for that particular Task Order. The CPA, at its sole discretion, reserves the right to cancel an Task Order solicitation.

- 2.5 Upon completion of evaluations, CPA shall execute the Task Order by and through the Executive Director, or designee identified in this Master Agreement, subject to Board approval if required, with the lowest cost Qualified Contractor unless the Task Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that CPA's competitive bidding procedure may have the effect that no Task Orders are awarded to some Master Agreement Qualified Contractors. Task Orders are usually issued for periods not extending past the end of CPA's current fiscal year (June 30th) with the exception of Task Orders for as needed services on a time and materials basis, which may be issued to correspond with the term of the Agreement. However, at such time the Task Order is only extended through the end of the fiscal year, CPA may either rebid the Task Order tasks or extend the Task Order if technical or cost circumstances require it.
- 2.6 Following selection, all Contractors selected must be available to meet with CPA staff on the starting date specified in the Task Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Task Order as determined in the sole discretion of CPA's Master Agreement Executive.
- 2.7 In the event Contractor defaults three times under sub-paragraph 2.6 within a given CPA fiscal year, then CPA may terminate this Master Agreement pursuant to Paragraph 20, Termination For Default.

3. Term

- 3.1 This Master Agreement is effective upon the date of its execution by Executive Director or designee as authorized by the Board of Directors. This Master Agreement shall expire on July 1, 2022 unless sooner extended or terminated, in whole or in part, as provided herein.
- 3.2 The CPA shall have the sole option to extend the Master Agreement term for up to two (2) additional two-year periods and one six (6) month extension, for a maximum total Master Agreement term of nine (9) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Executive Director or designee as authorized by the Board of Directors.

The CPA maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the CPA will exercise a contract term extension option.

4. Contract Sum

- 4.1 Contractor shall not be entitled to any payment by CPA under this Master Agreement except pursuant to validly executed and satisfactorily performed Task Orders. In each year of this Master Agreement, the total of all amounts actually

expended by CPA hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Executive Director by the CPA's Board of Directors in their approved budgets. The CPA has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

- 4.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the CPA's express prior written approval.

4.3 **No Payment for Services Provided Following Expiration/ Termination of Master Agreement**

Contractor shall have no claim against CPA for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify CPA and shall immediately repay all such funds to CPA. Payment by CPA for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of CPA's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

4.4 **Invoices and Payments**

- 4.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice CPA for each Task Order either: (1) monthly, if performed on a Time and Materials basis (see Exhibit C1) or (2) by deliverable, if performed on a fixed price per deliverable basis (see Exhibit C2).
- 4.4.2 Payment for all work shall be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed.
- 4.4.3 CPA shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc., except as specifically set forth in a Task Order. In the event the CPA requires the Contractor to travel as part of their work assignments the Task Order will state whether such travel reimbursement is offered.
- 4.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Task Orders issued hereunder must receive the written approval of CPA's Project Director, who shall be responsible for a detailed evaluation of

Contractor's performance before approval of work and/or payment of invoices is permitted.

4.4.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Task Order.

4.4.6 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Task Order.

Time and Materials Work Order:

Each invoice submitted by Contractor shall specify:

- CPA numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

- CPA numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5. Administration of Master Agreement

A listing of all CPA and Contractor administration referenced in the following sub-paragraphs are designated in Exhibits A and B. Either Party shall notify each other in writing of any change in the names or addresses shown.

5.1 **CPA Administration**

5.1.1 **CPA's Master Agreement Executive (MAE)**

The CPA's Master Agreement Executive, or designee, is approving authority for individual Task Order solicitations and executions, unless Board approval for a specific Task Order is required. The CPA's Master Agreement Executive is the CPA's chief contact person with respect to the day-to-day administration of this Master Agreement. The Master Agreement Executive shall prepare and issue Task Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

5.1.2 **CPA's Project Director**

The CPA's Project Director will also be assigned for each Task Order, which include the following:

- (a) ensuring that the technical standards and task requirements articulated in the individual Task Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Task Orders;
- (b) coordinating and monitoring the work of Contractor personnel assigned to the CPA's Project Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- (c) monitoring, evaluating and reporting Contractor performance and progress on the Task Order;
- (d) coordinating with Contractor's Master Agreement Executive, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- (e) providing direction to Contractor in the areas relating to CPA policy, information requirements, and procedural requirements.

CPA's Project Directors are not authorized to make any changes in Task Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, paragraph 21.

5.2 **Contractor Administration**

5.2.1 **Contractor's Project Manager**

- (a) Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the CPA in writing of any change in the name or address of the Contractor's Project Manager.
- (b) Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with CPA's Project Directors on a regular basis with respect to all active Task Orders.

5.2.2 Contractor's Authorized Official(s)

- (a) Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify CPA in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- (b) Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

5.2.3 Approval of Contractor's Staff

CPA has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide CPA with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

6. Confidential Information

6.1 Contractor agrees that Contractor will hold all Confidential Information in confidence, and will not divulge, disclose, or directly or indirectly use, copy, digest, or summarize, any Confidential Information, except to the extent necessary to carry out Contractor's responsibilities as directed or authorized by CPA.

6.2 Confidential Information shall not include: (1) information that is generally available to the public or in the public domain at the time of disclosure; (2) information that becomes publicly known other than through any breach of this Agreement by Contractor or its Representatives; (3) information which is subsequently lawfully and in good faith obtained by Contractor or its Representatives from a third party, as shown by documentation sufficient to establish the third party as the source of the Confidential Information; provided that the disclosure of such information by such third party is not known by Contractor or its Representatives to be in breach of a confidentiality agreement or other similar obligation of confidentiality; (4) information that Contractor or its Representatives develop independently without use of or reference to Confidential Information provided by CPA; or (5) information that is approved for release in writing by CPA.

6.3 Contractor shall indemnify, defend, and hold harmless CPA, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 6.3, as determined by CPA in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 6.3 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, CPA shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide CPA with a full and adequate defense, as determined by CPA in its sole judgment, CPA shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by CPA in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of CPA without CPA's prior written approval.

6.4 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

6.5 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit D.

7. Insurance

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to CPA. The general liability policy shall be endorsed naming Clean Power Alliance of Southern California and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to CPA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to CPA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Master Agreement and shall be payable on a per occurrence basis only, except those required by paragraph (d) below which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligation under paragraph 6 of this Agreement to indemnify, defend, and hold CPA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. CPA agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement. In addition to any other available remedies, CPA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7.1 General Liability

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. CPA shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

7.2 Auto Liability

Where the services to be provided under this Master Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

7.3 Workers' Compensation

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to CPA prior to commencement of work.

7.4 Professional Liability Insurance

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Master Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Master Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, CPA may ask for evidence that Contractor has segregated amounts in a special insurance reserve fund or Contractor's general insurance reserves are adequate to provide the necessary coverage and CPA may conclusively rely thereon.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Master Agreement. Contractor shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

8. Indemnification

Contractor agrees to indemnify and hold harmless CPA, its employees, officers, and agents, from and against, and shall assume full responsibility for payment of all wages, state or federal payroll, social security, income or self-employment taxes, with respect to Contractor's performance of this

Master Agreement and its Exhibits. Contractor further agrees to indemnify, and save harmless Contractor from and against any and all third-party claims, liabilities, penalties, forfeitures, suits, costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which Contractor may hereafter incur, become responsible for, or pay out, as a result of death or bodily injuries to any person, destruction or physical damage to tangible property, or any violation of governmental laws, regulations or orders, to the extent caused by Contractor's negligent acts, errors or omissions, or the negligent acts, errors or omissions of Contractor's employees, agents, or subcontractors while in the performance of the terms and conditions of the Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of CPA, elected and appointed officers, employees, agents and volunteers.

9. Independent Contractor

- 9.1 The parties acknowledge and agree that in the performance of Task Orders to be rendered under this Master Agreement, Contractor shall at all times be acting and performing as an independent contractor. Contractor shall not be subject to the supervision of CPA in Contractor's day-to-day performance of Task Orders and is solely responsible for the methods and means used to perform the Task Orders. Contractor shall supply at Contractor's sole expense, all equipment, tools, materials and/or supplies to accomplish the Task Orders agreed to be performed unless specified in writing.
- 9.2 As an independent contractor, Contractor acknowledges that Contractor will not be deemed to be an employee of CPA for any purpose whatsoever, including, but not limited to: (i) eligibility for inclusion in any retirement or pension plan that may be provided to employees of CPA; (ii) sick pay; (iii) paid non-working holidays; (iv) paid vacations or personal leave days; (v) participation in any plan or program offering life, accident, or health insurance for employees of CPA; (vi) participation in any medical reimbursement plan; or (vii) any other fringe benefit plan that may be provided for employees of CPA.
- 9.3 Contractor declares that Contractor will comply with all federal, state, and local laws regarding registrations, authorizations, reports, business permits, and licenses that may be required to carry out the work to be performed under this Master Agreement. Contractor agrees to provide CPA with copies of any registrations or filings made in connection with the work to be performed under this Master Agreement.

10. No Recourse Against Constituent Members of CPA

CPA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. CPA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of CPA's constituent members in connection with this Master Agreement.

11. Compliance With Applicable Laws

The Contractor shall comply with any and all applicable federal, state and local laws and resolutions affecting services covered by this Master Agreement.

12. Nondiscriminatory Employment

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

13. Work Product

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Master Agreement and its Exhibits shall become the sole property of CPA upon payment to Contractor for such work. CPA shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at CPA's expense, provide such reports, plans, studies, documents and writings to CPA or any party CPA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for CPA.

14. Assignment

Neither this Master Agreement nor any of the Parties' rights or obligations hereunder may be transferred or assigned without the prior written consent of the other Party. Subject to the preceding sentence, this Master Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

15. Subcontracting

Contractor may not subcontract Task Orders to be performed under this Master Agreement without the prior written consent of CPA. If the CPA's written consent to a subcontract is not obtained, Contractor acknowledges and agrees that CPA will not be responsible for any fees or expenses claimed by such subcontractor.

16. Retention Of Records And Audit Provision

Contractor and any subcontractors authorized by the terms of this Master Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Master Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. CPA

shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Agreement period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at CPA's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from CPA. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by CPA based on undisputed audit findings.

17. Conflict Of Interest

- 17.1 No CPA employee whose position with the CPA enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the CPA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the CPA's approval or ongoing evaluation of such work.
- 17.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to CPA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Master Agreement.

18. Governing Law, Jurisdiction, And Venue

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

19. Termination for Convenience

- 19.1 County may terminate this Master Agreement, and any Task Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the CPA, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- 19.2 After receipt of a notice of termination and except as otherwise directed by the CPA, the Contractor shall immediately:
 - 19.2.1 Stop work under the Task Order or under this Master Agreement, as identified in such notice;
 - 19.2.2 Transfer title and deliver to CPA all completed work and work in process; and
 - 19.2.3 Complete performance of such part of the work as shall not have been terminated by such notice.
- 19.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Task Order shall be maintained by the Contractor in accordance with sub-paragraph 16, Record Retention and Inspection/Audit Settlement.

20. Termination for Default.

- 20.1 The CPA may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of CPA's Master Agreement Executive:
 - 20.1.1 Contractor has materially breached this Master Agreement;
 - 20.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Task Order issued hereunder; or
 - 20.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Task Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the CPA may authorize in writing) after receipt of written notice from the CPA specifying such failure.
- 20.2 In the event that the CPA terminates this Master Agreement in whole or in part as provided in sub-paragraph 20.2, the CPA may procure, upon such terms and in such manner as the CPA may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the CPA for any and all excess costs incurred by the CPA, as determined by the CPA, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.
- 20.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 20.2 if its failure to perform this Master Agreement, including any Task Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts

of God or of the public enemy, acts of the CPA in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph 20.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 20.4 If, after the CPA has given notice of termination under the provisions of this subparagraph 20, it is determined by the CPA that the Contractor was not in default under the provisions of this paragraph 20, or that the default was excusable under the provisions of sub-paragraph 20.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 19 - Termination for Convenience.

21. Amendments

- 21.1 The CPA's Board of Directors or Executive Director or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The CPA reserves the right to add and/or change such provisions as required by the CPA's Board of Directors or Executive Director. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by Executive Director, or his designee.
- 21.2 The Executive Director, or designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 3_ - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by Executive Director, or designee.
- 21.3 For any changes which affect the Statement of Work, time-and-material rates or deliverable prices, performance period, or assignment of Contractor personnel for a Task Order, a Task Order Amendment shall be prepared, and executed by the CPA's Master Agreement Executive and Contractor's Project Manager. Board approval may be required.

22. Severability

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the

remainder of the Agreement which can be given effect without the invalid provisions, will continue in full force and effect and will in no way be impaired or invalidated.

23. Complete Agreement

This Agreement constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

24. Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the CPA Board has caused this Master Agreement to be executed by the Executive Director, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 201__.

Clean Power Alliance of Southern California

By: Theodore Bardacke
Executive Director

By _____
Contractor

Tax Identification Number

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

By _____
CPA General Counsel



CLEAN POWER ALLIANCE

RFQ MASTER AGREEMENT

EXHIBITS

- A CLEAN POWER ALLIANCE ADMINISTRATION**
- B CONTRACTOR'S ADMINISTRATION**
- C SAMPLE WORK ORDERS**
 - C1 Time and Material Basis
 - C2 Fixed Price Per Deliverable Basis
- D FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS**
 - D1 Certification of Employee Status
 - D2 Certification of Conflict of Interest
 - D3 Contractor Acknowledgement and Confidentiality Agreement
 - D4 Contractor Non-Employee Acknowledgement and Confidentiality Agreement

EXHIBIT A**CLEAN POWER ALLIANCE'S ADMINISTRATION****CPA MASTER AGREEMENT EXECUTIVE (MAE):**

Name: Ted Bardacke
Title: Executive Director
Address: 555 West 5th Street, 35th Floor
Los Angeles, CA 90013
Telephone: (213) 269-5870
E-Mail Address: tbardacke@cleanpoweralliance.org

CPA PROJECT DIRECTOR:

Name: Bill Carnahan
Title: Special Advisor to the Executive Director
Address: 555 West 5th Street, 35th Floor
Los Angeles, CA 90013
Telephone: (625) 487-5356
E-Mail Address: bcarnahan@cleanpoweralliance.org

EXHIBIT B**CONTRACTOR'S ADMINISTRATION**_____
CONTRACTOR'S NAMEMASTER AGREEMENT NO. _____

WORK ORDER NO.

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT C

SAMPLE TASK ORDER FORMATS

C1 Time and Materials Basis

C2 Fixed Price Per Deliverable Basis

**A STATEMENT OF WORK SHALL BE ATTACHED TO EACH INDIVIDUAL TASK
ORDER**

Exhibit C1

**MASTER AGREEMENT TASK ORDER
(TIME AND MATERIALS BASIS)**

~~Contract - Page 20~~
(CONTRACTOR NAME)

Work Order No. _____ CPA Master Agreement No. _____

Project Title: _____

Period of Performance: _____

CPA Manager/Supervisor: _____

I. GENERAL

Contractor shall satisfactorily perform all Services detailed in the Task Order attached hereto as Exhibit ___, on a time and materials basis, in compliance with the terms and conditions of Contractor's Master Agreement identified above.

II. PERSONNEL

Contractor shall provide the below-listed personnel whose labor rates are as shown:

Skill Category	_____	
Name	_____	@ \$_____/hour.
Name	_____	@ \$_____/hour.

III. PAYMENT

A. The Total Maximum Amount that County shall pay Contractor for all Services to be provided under this Work Order shall not exceed

_____ Dollars (\$_____).

B. Contractor shall invoice CPA only for hours actually worked, in accordance with the terms and conditions of Contractor's Master Agreement. Contractor shall be responsible for limiting the number of hours worked by Contractor Personnel under this TASK ORDER, not to exceed the Total Maximum Amount in III.A, above.

C. Contractor shall satisfactorily perform and complete all required Services in accordance with Statement of Work notwithstanding the fact that total payment from CPA shall not exceed the Total Maximum Amount.

- D. CONTRACTOR shall submit all invoices under this Work Order to: CLEAN POWER ALLIANCE Attn: Chief Financial Officer, 555 West 5th Street, 35th Floor, Los Angeles, CA, 90013.

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Task Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Task Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Task Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Task Order, and/or
- B. That utilizes personnel not specified in this Task Order, and/or
- C. That exceeds the Total Maximum Amount of this Task Order, and/or
- D. That goes beyond the expiration date of this Task Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY CLEAN POWER ALLIANCE WHATSOEVER.

CONTRACTOR

CLEAN POWER ALLIANCE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____ Date: _____

Exhibit C2**MASTER AGREEMENT TASK ORDER
(FIXED PRICE PER DELIVERABLE BASIS)**_____
(CONTRACTOR NAME)

Work Order No. _____ CPA Master Agreement No. _____

Project Title: _____

Period of Performance: _____

CPA MANAGER/SUPERVISOR: _____

I. GENERAL

Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PERSONNEL

Contractor shall provide the below-listed personnel:

Skill Category: _____

Name: _____

Name: _____

Name: _____

III. PAYMENT

A. The Total Maximum Amount that CPA shall pay Contractor for all deliverables to be provided under this Work Order is shown below:

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____
Total Maximum Amount: _____	

B. Contractor shall satisfactorily provide and complete all required deliverables in accordance with Statement of Work notwithstanding the fact that total payment from CPA for all deliverables shall not exceed the Total Maximum Amount in III.A, above.

C. Contractor shall submit all invoices under this Task Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Task Order, and/or that utilizes personnel not specified in this Task Order, and/or that exceeds the Total Maximum Amount of this Task Order, and/or that goes beyond the expiration date of this Task Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS TASK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS TASK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Task Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Task Order, and/or
- B. That utilizes personnel not specified in this Task Order, and/or
- C. That exceeds the Total Maximum Amount of this Task Order, and/or
- D. That goes beyond the expiration date of this Task Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY CLEAN POWER ALLIANCE PERSONNEL WHATSOEVER.

CONTRACTOR

By: _____

Name: _____

Title: _____

CLEAN POWER ALLIANCE

BY: _____

Name: _____

Title: _____

EXHIBIT D

FORMS REQUIRED FOR EACH TASK ORDER
BEFORE WORK BEGINS

- D1 CERTIFICATION OF EMPLOYEE STATUS
- D2 CERTIFICATION OF NO CONFLICT OF INTEREST
- D3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT
- D4 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

Exhibit D1**CERTIFICATION OF EMPLOYEE STATUS**

(Note: This certification is to be executed and returned to CPA with Contractor's executed Work Order. Work cannot begin on the Work Order until CPA receives this executed document.)

CONTRACTOR NAME

Work Order No. _____ CPA Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Exhibit D2**CERTIFICATION OF NO CONFLICT OF INTEREST**

(Note: This certification is to be executed and returned to CPA with Contractor's executed Task Order. Work cannot begin on the Task Order until CPA receives this executed document.)

CONTRACTOR NAME

Work Order No. _____ CPA Master Agreement No. _____

The Clean Power Alliance will not contract with, and shall reject any response to the Pre-Qualification RFQ submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:

1. Employees of CPA or staff of any of the members or members of the Board of CPA.
2. Profit-making firms or businesses in which employees who may have participated in the development of the Task Order.

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Task Order specified above, has a conflict that would prevent them from completing the Task Order.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

(Note: This certification is to be executed and returned to CPA with Contractor's executed Task Order. Work cannot begin on the Task Order until CPA receives this executed document.)

Exhibit D3**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name _____

Work Order No. _____

CPA Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the Clean Power Alliance to provide certain services to CPA. CPA the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of CPA for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from CPA by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from CPA pursuant to any agreement between any person or entity and CPA.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the Clean Power Alliance and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from CPA. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with CPA. CPA has a legal obligation to protect all such confidential data and information in its possession, especially data and information. Contractor and Contractor's Staff understand that if they are involved in CPA work, CPA must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for CPA.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the Clean Power Alliance. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to CPA Project Manager.

Contractor and Contractor's Staff agree to keep confidential all records and all data and information pertaining to persons and/or entities receiving services from CPA, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or CPA employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other CPA vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that CPA may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____ TITLE _____

(Note: This certification is to be executed and returned to CPA with Contractor's executed Task Order. Work cannot begin on the Task Order until CPA receives this executed document.)

Exhibit D4

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Employee Name _____

Work Order No. _____ CPA Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the Clean Power Alliance to provide certain services to CPA. CPA requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the Clean Power Alliance for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from CPA by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from CPA pursuant to any agreement between any person or entity and CPA.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of CPA, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of CPA, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by CPA and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from CPA. In addition, I may also have access to proprietary information supplied by other vendors doing business with CPA. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information. I understand that if I am involved in CPA work, CPA must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for CPA. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and CPA. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all data and information pertaining to persons and/or entities receiving services from CPA, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or CPA employees who have a need to know the information. I agree that if proprietary information supplied by other CPA vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CPA-RFQ Master Agreement & Exhibits Final 051218



Staff Report – Agenda Item 6

To: Clean Power Alliance (CPA) Board of Directors

From: Ted Bardacke, Executive Director
Matthew Langer, Chief Operating Officer

Subject: Review of Draft Fiscal Year 2018-19 (FY18-19) Budget

Date: June 7, 2018

SUMMARY

Staff has developed the attached draft FY18-19 budget for Board review. The budget projects \$298.2 million in revenue, \$261.7 million in energy and related costs, and \$13 million in program expenses, resulting in \$22.7 million in net income. It also projects \$10.4 million in cash available at the end of the fiscal year, after repayment of the loan from Los Angeles County.

The draft budget is based on calendar year 2018 rates and actual power prices, projected 2019 rates (with the current 2-3% discount to SCE) and projected power prices, a baseline scenario that phases in all member agency residents and businesses between January and June 2019, and the execution of the Revolving Line of Credit with River City Bank in July 2018. Staff will be taking Board feedback, validating some of these assumptions internally and externally, and further refining the budget in the next weeks and expects to present the Board a final proposed FY18-19 budget for approval at the June 22 retreat.

Throughout the course of FY18-19, changes to these assumptions will cause the budget to adjust. Staff expects to present to the Finance Committee monthly budget reports and, if necessary, quarterly budget adjustments to the Board.

MAJOR CATEGORIES**Energy Revenues and Costs**

Total energy revenues of \$298.2 million includes a provision of approximately 0.5% for uncollected accounts. CPA has not determined yet a write-off or collections policy but has an agreement with SCE to pursue uncollected accounts for 180 days. Total energy costs of \$261.7 million includes \$1 million for a scheduling coordinator and power procurement consultant (currently handled by The Energy Authority) as these costs are directly related to the purchase and delivery of energy.

Staffing Costs and Professional Services

Staffing costs are based on an assumption that permanent CPA staff will grow incrementally consistent with previous staffing plans provided to the Board. Staffing will focus on core areas of power procurement, financial and risk management, and marketing and customer outreach. Professional services include General Counsel and specialized legal services, accounting and audit services, rate setting and other financial consultants, and regulatory support for required CPUC, CEC, and CAISO filings.

Communications and Outreach

Included in this category is a marketing and outreach consultant (currently performed by The Energy Coalition) who will assist a future in-house Director of Marketing and Customer Programs, website design and maintenance, the Community Advisory Committee, and local event sponsorships.

Data Management/Billing and SCE Service Fees

At just over \$8 million, these two items account for over 60% of CPA operating expenses in FY18-19 and include a number of one-time start-up expenses. Data management, billing, and call center services (which are currently provided by Calpine) include: managing an electronic data exchange between CPA and SCE, receiving, conducting quality control and assurance, using meter data from SCE to determine CPA customer charges to be added to SCE bills, and transmission of those data to SCE; operation of

the call center; and various operational matters related to the CPA/SCE/Customer interface and relationship.

Fees in this category are higher in FY18-19 than they are expected to be in future years because of one-time fees related to customer enrollment, primarily the printing and mailing of the four pre- and post-enrollment notices for every new CPA customer. SCE service fees are for costs incurred by SCE in providing billing services to CPA and also are elevated in the coming fiscal year due to one-time customer transition fees charged to CPA by SCE.

Local Programs

As has always been contemplated, there is no budget in FY18-19 to provide for local customer programs so that CPA may use this first year of full operations to build up financial reserves. However, funds are budgeted to provide for staff and consultants to begin planning for local programs that could be initiated in FY19-20, assuming an adequate reserve level is reached. Reserve targets will be a discussion for the June 22 Board retreat.

General & Administration and Occupancy

These categories include general expenses, office space, insurance, information technology, and membership dues. Almost one-third of this total are membership dues to key organizations such as CalCCA and the Western System Power Pool (WSPP).

CASH POSITION

One significant change in the FY18-19 budget is the removal of a dedicated reserve account and replacement with a simple statement of cash position. Previous budgets had projected a contribution of approximately 6% of revenue into a reserve account. Given the extended ramp up period, credit needs to finance that ramp up, tighter than expected margins until CPA's full complement of customers is on board, and the lack of a board policy on a reserve target, staff is proposing all surplus and credit remain stated as cash available through the end of this fiscal year. Under this formula, cash available at the end

of the fiscal year is projected to be \$10.4 million. Initial projections show this amount is expected to increase to approximately \$50 million by the end of calendar year 2019 and approximately \$80 million at the end of FY19-20, with CPA completely debt free by that time.

Attachment: Draft FY18-19 Budget

CLEAN POWER ALLIANCE FY 2018/2019 BUDGET AND ANNUAL SUMMARY		
Budget Category	FY 2018/19	Notes
ENERGY REVENUES		
Revenue - Electricity	299,643,473	
Uncollectible Accounts	(1,351,042)	Approximately 0.5% of expected customer billings
Net metering excess compensation	-	Net surplus volumes are TBD - Expected in the \$10,000 range
TOTAL ENERGY REVENUES	298,292,431	
ENERGY COSTS		
Energy Procurement	260,778,230	
Scheduling Costs	1,000,000	Scheduling coordinator and other consulting costs for power procurement
TOTAL ENERGY COSTS	261,778,230	
NET ENERGY REVENUE	36,514,201	Total Energy Revenues less Total Energy Costs
OPERATING EXPENSES		
Staffing	2,488,055	Salaries and benefits
Professional services	1,490,000	General counsel, accounting, auditor, rate and financial consultants, legal and regulatory support, etc.
Communications, marketing and outreach	284,000	Website, marketing consultant, event sponsorships
Data management/billing/customer service	4,387,656	Billing, call center, enrollment notices, SCE coordination
Service Fees - SCE	3,649,994	For billing, enrollment fees, and joint services
Local programs	-	None in FY18-19 but planning for FY19-20 included in staffing costs
General and Administration	581,940	Travel, expenses, memberships, subscriptions, insurance, and other misc.
Occupancy	180,000	Office space and board room rental
TOTAL OPERATING EXPENSES	13,061,645	
NET OPERATING INCOME	23,452,556	Net Energy Revenue less Total Operating Expenses
Banking Fees and Financing Costs	729,652	RLOC interest payments and fees, assumes worst case of \$20m fully drawn in July 2018
NON OPERATING EXPENSES	729,652	
Interest Income	-	Interest income TBD
NON OPERATING REVENUE	-	
NET INCOME	22,722,904	Net Operating Income less Non Operating Expenses plus Non Operating Revenues
CAPITAL OUTLAY	22,500	Computers and other office equipment

CASH PROJECTIONS - ANNUAL SUMMARY - FY 2018-19 Condensed Statement of Changes in Cash Position		
Line Item	Amount	Notes
BEGINNING AVAILABLE CASH BALANCE	22,746,297	Assumes \$20m RLOC is available July 2018; actual draws will be done on an as needed basis to minimize interest costs
Revenues (Cash Basis)	209,289,579	
Expenses (Cash Basis)	(215,047,916)	
Financing	11,000,000	Assumes additional \$11m RLOC drawn by June 2019
LA County Loan Repayment	(10,000,000)	
Refundable Collateral Deposits	(7,510,000)	Future lockbox deposits, service agreement bond, RLOC reserve account
ENDING AVAILABLE CASH BALANCE	10,477,960	

Staff Report – Agenda Item 7

To: Clean Power Alliance (CPA) Board of Directors

From: Ted Bardacke, Executive Director

Subject: Contract with Maher Accountancy for Financial Operating Support, Oversight and Auditing Services through June 2019

Date: June 7, 2018

RECOMMENDATION

Staff recommends that the Board take the following actions:

- 1) approve a sole-source consulting contract with Maher Accountancy (Maher) to provide financial operating support, fiscal oversight, and auditing services through then end of Fiscal Year 2018-19 (FY18-19) for \$250,000 with an option for up to \$50,000 of additional work if necessary, and
- 2) authorize the Executive Director to execute the standard CPA consulting contract attached hereto, as well as any amendments in a total amount not to exceed \$300,000.

DISCUSSION

As CPA commences Phase II operation later this month and with significant expansion in Phase III planned for the beginning of 2019, the organization's financial complexity and reporting requirements are rapidly expanding. In addition, the organization needs a strong system of financial controls as it incorporates private sector financing and transitions away from Los Angeles County providing day-to-day oversight of cash management and accounts payable.

Over the past several weeks, staff has been evaluating the right balance of in-house and outside assistance with regards to financial management and oversight, and has been

consulting with CCAs throughout the state about their financial management practices, particularly during ramp up. Most CCAs outsource all or a portion of their financial operations, preferring to focus their internal staff resources on the strategic issues of financial planning, analysis and risk management.

The recent departure of CPA's Interim Chief Financial Officer and the complexity of the imminent operational and financial transition leads staff to recommend that a significant scope of operational services be procured from Maher, which has considerable experience with several CCA clients. Meanwhile, internally staff will focus on developing capacity in the areas of financial analysis and risk management over the course of the next fiscal year. In 2019, prior to expiration of the proposed contract, staff will consider whether to recommend to the Board that Maher continue to provide all or a portion of the services provided.

Staff believes the proposed cost of these services is reasonable and within CCA industry standards. Additionally, a survey of the initial responses from the RFQ for goods and services has identified no other firm with the qualifications and experience of Maher within the CCA industry that is capable to step in immediately. Given the urgency of CPA's need for the financial services and Maher's unique experience, we are recommending that this contract be awarded on a sole-source basis. Budget for these services will be built into the FY18-19 budget and the cost will be partially offset through initial salary savings on permanent staff and the deferral of accounting software purchases that had been anticipated in the next fiscal year.

These proposed services from Maher will not replace the annual independent financial audit that will be conducted for FY17-18 as required by CPA's Joint Powers Agreement, its lender, and energy suppliers. That audit will be conducted in collaboration with LA County's Auditor-Controller, as they have maintained the majority of CPA's accounting records to date.

MAHER ACCOUNTANCY QUALIFICATIONS AND SCOPE OF WORK

Maher Accountancy is a San Rafael-based firm that has served CCAs throughout California since 2010. Current full-service CCA clients include:

- Marin Clean Energy (2010)
- Sonoma Clean Power (2013)
- Peninsula Clean Energy (2016)
- Silicon Valley Clean Energy (2017)
- Monterey Bay Community Power (2017)

Additionally, Maher has previously provided Lancaster Clean Energy with basic accounting services.

Maher also has well-established relationships with CPA's banking services partner, River City Bank, and with the major vendors providing data management services to the CCA industry. They have also assisted CCAs with the transition from a fiscally-sponsored organization of a local government to a fully independent Joint Powers Authority.

Maher's basic scope of services includes: setting up an accounting and accounts payable system; reporting on financial covenants with energy providers and lenders; development and monitoring of internal financial controls; monitoring the operating budget; maintenance of the general ledger and reconciliation between the CPA's financial services provider and data manager; management of accounts payable, vendor invoices, and payroll processing; and monitoring of budget compliance.

In addition, Maher will assist with CPA's financial compliance obligations, including the filing of state and local user taxes. The proposed contract contains an optional scope for assisting with the annual independent audit and a contingency amount for other CPA needs, which may include FY17-18 account reconciliation, special accounting segmentation for individual member agency reporting or fiscal needs, and other additional services. A full scope of work is attached as part of the proposed contract.

Attachment: Consulting Agreement with Maher Accountancy

Clean Power Alliance of Southern California

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") dated and effective as of _____, 2018 (the "Effective Date"), is made by and between:

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA AUTHORITY (CPA); 555 W 5th Street, 35th Floor, Los Angeles, CA, 90013 and

MAHER ACCOUNTANCY (a California Corporation);
1101 Fifth Ave Ste 200, San Rafael, CA 94901 ("Consultant").

CPA and Consultant are sometimes collectively referred to herein as the "Parties" and each individually as a "Party." In consideration of the terms of this Agreement, and for other good and valuable consideration, the Parties make the following acknowledgments and agreements:

RECITALS

WHEREAS, CPA desires to engage Consultant's services and Consultant desires to provide CPA consulting services.

WHEREAS, Consultant has served Community Choice Aggregation clients throughout California since 2010, has established relationships with CPA's banking services partner, River City Bank and with the major vendors of providing data management services to the CCA industry, has assisted CCAs with the transition from a fiscally-sponsored organization of a local government to a fully independent Joint Powers Authority, and has experience submitting monthly compliance reports to CPA's energy suppliers.

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which Consultant shall provide consulting services, as an independent contractor, to CPA.

NOW, THEREFORE, for and in consideration of the Agreement made, and the payments to be made by Consultant, the Parties agree to the following:

AGREEMENT

1. **Scope of Work**. During the term of this Agreement, CPA desires that consultant perform, and consultant agrees to perform consulting ("Services").

Accounting services as described in Exhibit A

2. **Compensation.** Consultant's compensation. CPA agrees to compensate consultant as follows:

2.1

Monthly Financial Operational Assistance Fee (monthly)	\$20,000
Financial Statement Audit Management (annual if applicable)	\$15,000
Contingency for out of scope work (annual not-to-exceed)	\$35,000

The total not to exceed amount of this contract is \$300,000.

Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority and shall only be reimbursed to the extent consistent with Authority's travel policy. Subscription fees for cloud-based accounts payable system will be borne by the Authority.

- 2.2 Payment of Compensation. Consultant shall submit its invoice on the 15th day of each month of service. Checks to be sent to address listed above.

3. **Term**

- 3.1 The Agreement shall commence upon execution of the CPA's Executive Director, and shall terminate on June 30, 2019. Certificate(s) of Insurance must be current on day Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Consultant. The final invoice must be submitted within 30 days of completion of the stated scope of services.
- 3.2 The term of this Agreement may extended, in the sole discretion of the Executive Director, for an additional year.

4. **Confidential Information**

- 4.1 Consultant agrees that Consultant will hold all Confidential Information in confidence, and will not divulge, disclose, or directly or indirectly use, copy, digest, or summarize, any Confidential Information, except to the extent necessary to carry out Consultant's responsibilities as directed or authorized by CPA.
- 4.2 Confidential Information shall not include: (1) information that is generally available to the public or in the public domain at the time of disclosure; (2) information that becomes publicly known other than through any breach of this Agreement by Consultant or its Representatives; (3) information which is subsequently lawfully and in good faith obtained by Consultant or its Representatives from a third party, as

shown by documentation sufficient to establish the third party as the source of the Confidential Information; provided that the disclosure of such information by such third party is not known by Consultant or its Representatives to be in breach of a confidentiality agreement or other similar obligation of confidentiality; (4) information that Consultant or its Representatives develop independently without use of or reference to Confidential Information provided by CPA; or (5) information that is approved for release in writing by CPA.

5. Insurance

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to CPA. The general liability policy shall be endorsed naming Clean Power Alliance of Southern California Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to CPA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to CPA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph (d) below which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Consultant's obligation under paragraph 6 of this Agreement to indemnify, defend, and hold CPA harmless from any and all liabilities arising from the Consultant's negligence, recklessness or willful misconduct in the performance of this Agreement. CPA agrees to timely notify the Consultant of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement. In addition to any other available remedies, CPA may suspend payment to the Consultant for any services provided during any time that insurance was not in effect and until such time as the Consultant provides adequate evidence that Consultant has obtained the required coverage.

5.1 General Liability

The Consultant shall maintain a commercial general liability insurance policy in an amount of no less than one million (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. CPA shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

5.2 Auto Liability

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Consultant in order to perform said services, Consultant shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

5.3 Workers' Compensation

The Consultant acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Consultant has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to CPA prior to commencement of work.

5.4 Professional Liability Insurance

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Consultant shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, CPA may ask for evidence that Consultant has segregated amounts in a special insurance reserve fund or Consultant's general insurance reserves are adequate to provide the necessary coverage and CPA may conclusively rely thereon.

Consultant shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Consultant shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

6. Indemnification

Consultant agrees to indemnify and hold harmless CPA, its employees, officers, and agents, from and against, and shall assume full responsibility for payment of all wages, state or federal payroll, social security, income or self-employment taxes, to the extent caused by Consultant's negligent acts, errors or omissions, or the negligent acts, errors or omissions of Consultant's employees, agents, or subcontractors while in the performance of the terms and conditions of the Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of CPA, elected and appointed officers, employees, agents and volunteers. Consultant further agrees to indemnify, and save harmless Company from and against any and all third-party claims, liabilities, penalties, forfeitures, suits, costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which Company may hereafter incur, become responsible for, or pay out, as a result of death or bodily injuries to any person, destruction or physical damage to tangible property, or any violation of governmental laws, regulations or orders, to the extent caused by Consultant's negligent acts, errors or omissions, or the negligent acts, errors or omissions of Consultant's employees, agents, or subcontractors while in the performance of the terms and conditions of the Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of CPA, elected and appointed officers, employees, agents and volunteers.

7. Independent Contractor

- 7.1 The parties acknowledge and agree that in the performance of Services to be rendered under this Agreement, Consultant shall at all times be acting and performing as an independent contractor. Consultant shall not be subject to the supervision of Company in Consultant's day-to-day performance of Services and is solely responsible for the methods and means used to perform the Services. Consultant shall supply at Consultant's sole expense, all equipment, tools, materials and/or supplies to accomplish the Services agreed to be performed unless specified in writing.
- 7.2 As an independent contractor, Consultant acknowledges that Consultant will not be deemed to be an employee of CPA for any purpose whatsoever, including, but not limited to: (i) eligibility for inclusion in any retirement or pension plan that may be provided to employees of CPA; (ii) sick pay; (iii) paid non-working holidays; (iv) paid vacations or personal leave days; (v) participation in any plan or program offering life, accident, or health insurance for employees of CPA; (vi) participation in any medical reimbursement plan; or (vii) any other fringe benefit plan that may be provided for employees of CPA.
- 7.3 Consultant declares that Consultant will comply with all federal, state, and local laws regarding registrations, authorizations, reports, business permits, and licenses that may be required to carry out the work to be performed under this Agreement. Consultant agrees to provide CPA with copies of any registrations or filings made in connection with the work to be performed under this Agreement.

8. No Recourse Against Constituent Members of CPA

CPA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. CPA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant shall have no rights and shall not make any claims, take any actions or assert any remedies against any of CPA's constituent members in connection with this Agreement.

9. Compliance With Applicable Laws

The Consultant shall comply with any and all applicable federal, state and local laws and resolutions affecting services covered by this Agreement.

10. Nondiscriminatory Employment

Consultant and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Consultant and/or any permitted subcontractor understands and agrees that Consultant and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

11. Work Product

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of CPA upon payment to Consultant for such work. CPA shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at CPA's expense, provide such reports, plans, studies, documents and writings to CPA or any party CPA may designate, upon written request. Consultant may keep file reference copies of all documents prepared for CPA.

12. Assignment

Neither this Agreement nor any of the Parties' rights or obligations hereunder may be transferred or assigned without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

13. Subcontracting

Consultant may not subcontract Services to be performed under this Agreement without the prior written consent of CPA. If the CPA's written consent to a subcontract is not obtained, Consultant acknowledges and agrees that CPA will not be responsible for any fees or expenses claimed by such subcontractor.

14. Retention Of Records And Audit Provision

Consultant and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. CPA shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Agreement period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Consultant's premises or, at CPA's option, Consultant shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from CPA. Consultant shall refund any monies erroneously charged. Consultant shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by CPA based on undisputed audit findings.

15. Conflict Of Interest

- 15.1 No CPA employee whose position with the CPA enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the CPA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the CPA's approval or ongoing evaluation of such work.
- 15.2 The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement.

The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to CPA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Agreement.

16. Governing Law, Jurisdiction, And Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

17. Termination.

- 17.1 If the Consultant fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, CPA may terminate this Agreement by giving five (5) business days' written notice to the party involved.
- 17.2 The Consultant shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Consultant has no control.
- 17.3 In the event of termination not the fault of the Consultant, the Consultant shall be paid for services performed to the date of termination in accordance with the terms of the Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).
- 17.4 CPA may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.

18. Amendments

None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Parties.

19. Severability

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provisions, will continue in full force and effect and will in no way be impaired or invalidated.

20. Complete Agreement

This Agreement constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

21. Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Clean Power Alliance of Southern California

By: _____

By: Theodore Bardacke

Title: _____

Executive Director

EXHIBIT A
SCOPE OF SERVICES

A. Monthly Financial Operational Assistance:

1. Setup accounting system, accounts payable system and processes.
2. Integrate previous accounting records with general ledger maintained by Maher.
3. Assist with financial covenants with energy providers and lenders.
4. Assist in the development and monitoring of financial internal controls.
5. Assist development of and monitor operating budget in collaboration with management and technical consultants.
6. Maintain the general ledger, including:
 - a. Posting accrued revenue, cash receipts, accounts payable, cash disbursements, payroll, accrued expenses, aggregate customer billings, etc.
 - b. Prepare or maintain the following monthly analysis regarding general ledger account balances:
 - i. Reconciliation to statements from Authority's financial institution for cash activity and balances;
 - ii. Reconcile customer data manager reports of customer activity and accounts receivable aging to general ledger;
 - iii. Computation of estimated user fees earned but not billed as of the end of the reporting period;
 - iv. Schedule of depreciation of capital assets;
 - v. Aged schedule of accounts payable;
 - vi. Schedules of details regarding all remaining balance sheet accounts.
7. Manage accounts payable: Maher utilizes a cloud-based accounts payable document management system to provide for documentation of management review, proper segregation of duties, and access to source data. Maher ensures that required authorization is documented and that account coding is correct. The Authority's staff then authorizes the release of payment, providing an additional safeguard.
8. Manage compliance with fiscal provisions of vendor contracts for services: Before submitting vendor invoices for management approval, Maher verifies that a vendor invoice is compliant with contract provisions regarding time periods, rates, and financial limits.
9. Monitor expenditure budget compliance. Maher monitors budget available and will make timely recommendations for any necessary budget amendments.
10. Provide periodic and year-to-date accrual basis financial statements with comparison to projections. The financial statements will be considered a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the AICPA.
11. Provide modified accrual basis financial statement with comparison to budget.
12. Filing annual information returns, such as form 1099/1096's.
13. Assist the treasury function.
14. File various compliance reports for state and local agencies, such as user taxes, energy surcharges, and state controller reports.

15. Payroll Assistance Services

- a. Maher will assist in the processing of payroll by interfacing between the Authority's designated HR personnel and the payroll software platform.
- b. Maher will implement changes to the payroll system as directed by designated staff.
- c. Maher will not interface directly with individual employees
- d. Maher will provide after-the-fact payroll reports to Authority.
- e. Maher will manage recurring contribution payments to the retirement plan administrator.

B. Financial Statement Audit Management

1. Participate in procuring audit services
2. Draft financial statements, including notes and Management Discussion and Analysis
3. Prepare audit workpapers
4. Serve a primary contact for auditors

Staff Report – Item 8

To: Clean Power Alliance (CPA) Board of Directors

From: Ted Bardacke, Executive Director

Subject: Authorize Board Chair and Vice-Chairs, Legislative & Regulatory Committee Chair, and Executive Director to Timely Respond on CPA's Behalf on Urgent Legislative and Regulatory Matters

Date: June 7, 2018

RECOMMENDATION

Authorize the Board Chair and Vice-Chairs, the Legislative & Regulatory Committee Chair, and the Executive Director to collectively and timely respond on CPA's behalf when urgent legislative and regulatory matters arise.

BACKGROUND AND DISCUSSION

CPA will face a number of legislative and regulatory challenges over the course of the next several years. The most recent example is the release of a draft white paper on customer choice by California Public Utilities Commission (CPUC) President Michael Picker that, using erroneous statements and under the guise of "asking questions," claims that CCAs and other customer choice programs pose a threat to the reliability of California's electricity system. Later this month there will be a joint session of the CPUC and the California Energy Commission (CEC) that many believe will be the springboard to a new legislative effort to more tightly regulate or constrain CCAs.

At the May 16, 2018 Executive Committee meeting, discussion centered around not only how to respond to this attack, but also the procedure for doing so in a timely matter, particularly in instances where securing prior Board of Directors approval may not be feasible. In the fall, based on work by the Legislative & Regulatory Committee, it is

expected that the Board will consider a set of policy principles that will guide the organization in the consideration of and response to specific bills, regulatory action or other policy initiatives. Key areas for consideration in these legislative principles include protecting CPA's autonomy and local control by its Board of Directors, ensuring fair treatment of CPA customers by the CPUC, support for performance-based environmental initiatives that exceed prescriptive state mandates, and the growth in renewable energy capacity at the local level.

In the meantime, a protocol for providing a timely response would be advantageous to the organization. The Legislative & Regulatory Committee discussed this issue at its May 23, 2018 meeting and recommended that the Board of Directors approve a protocol that enables CPA to act during times of urgency to conduct important advocacy on behalf of the Alliance.

Together, both the Legislative & Regulatory and Executive Committees recommend that the Board of Directors delegate authority to a group consisting of the Board Chair, Board Vice-Chairs, Legislative & Regulatory Committee Chair, and Executive Director to collectively respond on behalf of CPA on urgent legislative, regulatory or policy matters when it is determined that there is an immediate need to act and the full Board of Directors are unable to provide timely direction.

Under this proposed protocol, the Legislative & Regulatory Committee members and the full Board would be informed of any action taken by this group and would continue to be consulted as time allows.

Staff Report – Agenda Item 9

To: Clean Power Alliance (CPA) Board of Directors

From: Matthew Langer, Chief Operating Officer
Ted Bardacke, Executive Director

Subject: Delegation of Authority for Energy Planning & Resources Committee to Authorize the Executive Director to file CPA's 2018 Integrated Resource Plan

Date: June 7, 2018

RECOMMENDATION

Staff recommends that the Board of Directors delegate authority over the final approval of CPA's 2018 Integrated Resource Plan (IRP) to the Energy Planning & Resources Committee (Energy Committee). Approval by the Energy Committee will authorize the Executive Director to file the IRP.

SUMMARY

As discussed at the May 2 Board meeting, CPA is required to file an IRP to the California Public Utilities Commission (CPUC) by August 1, 2018. The IRP is a long-term planning document that shows what energy resources a load serving entity, including a CCA, will use to meet its load. Submission of an IRP to the CPUC is a new requirement for which many technical details are only now being determined by the Commission.

The last Board meeting before the August 1 deadline is on July 12 and staff does not expect the IRP to be finalized by that time. In order to make full use of the time available to complete the filing and afford flexibility to respond to possible last-minute changes adopted by the CPUC, staff recommends delegating final approval authority to the Energy

Committee, with opportunities for the full Board and the Executive Committee to offer input beforehand.

PROPOSED TIMELINE

Although the time to complete the IRP is short, the proposed timeline provides numerous occasions for input from Board Members and members of the public:

- **Early June:** Gather community feedback, through a simple online survey distributed to a wide stakeholder network, on key IRP components, including procurement inputs such as resource mix, disadvantaged community and air quality implications, and potential local/community energy programs. Input on the IRP collected through the community outreach survey will be available at the June 22 Board retreat.
- **June 27:** Energy Committee meeting. Present portfolio assumptions.
- **July 12:** Board meeting. Present draft IRP model results.
- **July 18:** Executive Committee meeting. Present a complete draft of the IRP for review.
- **July 25:** Energy Committee meeting. Present final draft of the IRP for approval.
- **August 1:** CPA files final IRP.

Since the filing to the CPUC is administrative in nature, regulations allow for any authorized person to submit the compliance document on behalf of the CPA. A Board vote in favor of the staff proposal will afford sufficient authority for the Executive Director to sign the compliance document once the IRP is approved by the Energy Committee.

Staff Report – Agenda Item 10

To: Clean Power Alliance (CPA) Board of Directors

From: Jennifer Ward, CPA Head of Local Government Affairs
Ted Bardacke, Executive Director

Subject: Community Advisory Committee and Application Process for Committee Membership

Date: June 7, 2018

RECOMMENDATION

Approve the formation of Community Advisory Committee as recommended by the Ad Hoc Committee and authorize staff to open application process for Committee membership.

SUMMARY

The Community Advisory Committee (CAC) is proposed as a 15-member body that will provide feedback and perspective to the Board of Directors on key policy and planning topics and help engage the public in CPA activities. CAC members will be selected through a process involving application review by staff, evaluation and recommendation by an Ad Hoc Committee, and confirmation by the Board. Ideal candidates will meet certain eligibility (described below) and will represent seven geographic sub-regions of CPA territory. The CAC will meet regularly and members will serve two-year terms with unlimited options to seek reappointment. Staff will work with CPA members to solicit interest in the CAC through an effective outreach campaign. Pending direction from the Board, staff seeks to establish the CAC by late summer 2018. As this is the inaugural CAC, staff will continually work with the Board to make necessary adjustments and ensure the CAC can effectively add value to communities and CPA members.

BACKGROUND

At the January 17, 2018 Board of Directors meeting, staff presented a CAC proposal for Board consideration. In discussion, Board members provided comments and suggestions on the CAC's size, structure, selection, and function and formed a CAC Ad Hoc Committee to develop final recommendations to the Board.

The Ad Hoc Committee, comprised of representatives from Hawthorne and Manhattan Beach, met throughout March and April and, in consultation with additional Board members from the County of Ventura, Rolling Hills Estates, Carson, and West Hollywood, and outside stakeholders, produced a revised proposal for the CAC development and application process. This revised CAC proposal was presented to the Board on May 2, 2018. In discussion, Board members provided additional comments and suggestions on structure, eligibility, role of members, selection process, outreach, and timing for the CAC. Staff reconvened with the Ad Hoc Committee to address these comments and a final CAC proposal is described below.

PROPOSAL FOR CAC FORMATION**Structure and Size**

To reflect CPA's large, geographically diverse service territory, the CAC structure will formalize regional representation by dividing CPA territory into seven sub-regions and appointing representatives from each, resulting in a breakdown as follows:

- **West/Unincorporated Ventura County (2 representatives)**
(Oxnard, Ventura, Ojai, Unincorporated Ventura County)
- **East Ventura/West LA County (3 representatives)**
(Camarillo, Moorpark, Simi Valley, Thousand Oaks, Agoura Hills, Calabasas)
- **Westside (2 representatives)**
(Beverly Hills, West Hollywood, Santa Monica, Culver City, Malibu)
- **South Bay (2 representatives)**
(Redondo Beach, Rolling Hills Estates, Manhattan Beach, Hawthorne, Carson)

- **Gateway Cities (2 representatives)**
(Hawaiian Gardens, Downey, Paramount, Whittier)
- **San Gabriel Valley (2 representatives)**
(Claremont, South Pasadena, Sierra Madre, Alhambra, Arcadia, Temple City)
- **Unincorporated LA County (2 representatives)**
(Unincorporated Los Angeles County)

Eligibility and Qualifications

The CAC will be composed of, but not limited to, individuals that may have experience with or knowledge of environmental, social justice, economic development, business, labor, faith, youth, educational, or other community organizations. For consideration, members must be a customer account holder eligible for CPA service within the CPA territory (i.e. the 31 current JPA member jurisdictions), so that each member of the CAC is represented as a ratepayer. Although CPA service has not launched yet in most CPA member jurisdictions, electricity account holders (residential and/or business) currently receiving service from Southern California Edison within CPA member agencies that will be eligible for CPA service may apply to serve on the CAC, as long as they remain CPA customers once enrolled.

The CAC will also attempt to incorporate individuals with diverse experience in the field of renewable energy, the environment, and policy that promotes local renewable energy with a vision for a greener and more sustainable Southern California.

Selection and Appointment

Candidate review and appointment to the CAC will be conducted through an open application process managed through the CPA website, www.cleanpoweralliance.org. CPA staff will be responsible for collecting and initially reviewing applications for eligibility. The CAC Ad Hoc Committee will serve as the evaluation panel to review all qualified applicants and, in coordination with CPA staff, conduct interviews of candidates as necessary. The Ad Hoc Committee will make final recommendations to the Board of Directors for appointment of CAC members.

Terms and Removal

The members of the CAC will serve 2-year terms, with the possibility of unlimited additional terms if approved for reappointment by the Board. The CAC will serve at the pleasure of the Board, with the expectation that CAC members must maintain a good attendance record or be subject to removal from the CAC.

Meeting Logistics:

The CAC will meet on a regular basis, either monthly or bi-monthly, as determined by the CAC itself. Meeting locations will be rotated between Ventura and Los Angeles counties, with strong consideration for transit accessibility.

Governance

CPA's Head of Local Government Affairs and future designated staff will provide staff support to the CAC, work with the CAC to define the duties and election of the CAC's members and officers, and report to the Board accordingly. CPA staff will be active in helping to set the agenda for the CAC, and while the CAC will not be able to directly place items on the Board's agenda, CPA staff will be a liaison for requests and recommendations from the CAC to the Board. Funding for the CAC will be included in the CPA Annual Budget.

Function and Scope

The CAC will advise the Board in a number of internal and external capacities, including, but not limited to:

- review key Board policy and planning documents;
- provide expert knowledge of relevant subject matter to the Board and staff;
- act as service advocates, gathering input and providing feedback from community to the Board;
- provide comment on proposed customer programs and services as well as communicating information about programs back to the community;
- engage in community events and special projects as appropriate;

- work to promote CPA's goals in each member's own region as well as throughout the entire CPA territory; and
- bring new ideas and topics for consideration to the Board's attention.

Schedule

If the Board of Directors should approve this proposal on June 7, staff recommends an immediate release of information on the CAC to coincide with CPA's Phase II launch timeline in June 2018, as significant community outreach and communications will already be taking place during this time frame. Staff proposes the following tentative timeline:

June 2018	Staff and member agencies conduct outreach (see plan below)
June 25 – July 25	Application Period Open
August 2	Staff Complete Review of Applications
August 17	Ad Hoc Committee Complete Review of Applications
Week of August 20	Interviews Conducted for Select Applicants
Week of August 27	Ad Hoc Committee Makes Final Recommendation
September 6	Board Makes Final Appointment of CAC Members
September 2018	First CAC Meeting Held

Outreach Plan

To garner awareness and interest in the CAC, outreach will be conducted primarily by CPA member agencies, supported by CPA staff and The Energy Coalition (TEC). Attached are guidelines for CPA members in promoting the CAC, including the uniform message that CPA staff encourages members to use in outreach to their local constituencies. Staff and TEC will also use a similar message to make external stakeholders and CPA's network aware of this opportunity. Upon approval of the CAC by the Board, CPA staff will provide a CAC outreach schedule, application timeline, and additional details to all members.

Attachments: Community Advisory Committee Application Form

CAC Outreach Guidelines and Standard Language



**Clean Power Alliance
Community Advisory Committee
APPLICATION FORM**

About this Opportunity

Clean Power Alliance is seeking qualified applicants for its inaugural volunteer Community Advisory Committee. The Committee will be composed of 15 representatives from seven diverse geographic subregions within Clean Power Alliance territory and will advise the Clean Power Alliance Board of Directors on certain policy and planning matters. The Committee is a public body and will be subject to all applicable Ralph M. Brown Act provisions. You can locate more information about Clean Power Alliance and the Community Advisory Committee at www.cleanpoweralliance.org.

Clean Power Alliance asks that anyone wishing to apply submit the following form no later than [INSERT DATE]. A selection panel will review applications and you may be contacted for an interview. Committee Members will be appointed by the Board of Directors.

Eligibility:

- Membership is open to any customer of Clean Power Alliance (i.e. residents, business owners, and/or electricity account holders in Clean Power Alliance's 31 member jurisdictions).
- Applicants must hold an electricity account in Clean Power Alliance's service territory, and must remain customers of Clean Power Alliance once enrolled. To see a list of areas in Clean Power Alliance territory, visit www.cleanpoweralliance.org.
- Applicants representing corporate or institutional accounts must hold a position of direct responsibility to matters relevant to energy use.
- Applicants must not have any conflicts of interest in serving on the Committee.

Please Note:

- This application is considered a public document and may be made available for review upon request; sensitive contact information will remain private.
- This is a volunteer committee. Committee members will receive no financial compensation for their participation.
- Committee members will commit to serving a two-year term and attend regular meetings.
- Applicants may submit optional relevant supplemental materials, such as resumes or letters of recommendation (up to 2 attachments).
- While a member of the Committee, individuals will be prohibited from contracting with and/or being employed by Clean Power Alliance.
- Committee members will be required to file a Form 700 to denote potential conflicts of interest.

**Section 1: Personal Contact Information****A. Please provide information on your place of residence:**

Name:

Email:

Primary Phone:

Alternate Phone:

Home Street Address:

City, State, Zip:

B. Please provide information on your place of employment:

Occupation:

Employer:

Work Phone:

Work Street Address:

City, State, Zip:

C. Please select the subregion in which you represent (i.e. hold an electric bill account):**West/Unincorporated Ventura County**

(Oxnard, Ventura, Ojai, Unincorporated Ventura County)

East Ventura/West LA County

(Camarillo, Moorpark, Simi Valley, Thousand Oaks, Agoura Hills, Calabasas)

Westside

(Beverly Hills, West Hollywood, Santa Monica, Culver City, Malibu)

South Bay

(Redondo Beach, Rolling Hills Estates, Manhattan Beach, Hawthorne, Carson)

Gateway Cities

(Hawaiian Gardens, Downey, Paramount, Whittier)

San Gabriel Valley

(Claremont, South Pasadena, Sierra Madre, Alhambra, Arcadia, Temple City)

Unincorporated Los Angeles County



Section 2: Qualifications

Clean Power Alliance is seeking applicants with experience in the following areas. This can be experience gained through previous employment or volunteer activities. (If you have no experience in one of these areas, please respond N/A in that section.)

- A. Please describe any prior experience you may have serving on an advisory committees, public commission, or other similar bodies.**

- B. Please briefly describe your experience with outreach or community leadership in the Clean Power Alliance service area. This may include experience in local neighborhood, business, environmental, social justice, faith, education, economic development, or other community organizations. Please also note if you have had experience working specifically with disadvantaged communities.**

- C. Please briefly describe your experience or expertise in the energy field. This may include experience with electrical utilities, distributed energy resources (DER), energy efficiency, demand reduction, energy markets, renewable energy, California Grid Operation (CAISO), utility finance, technology, policy, or environmental impacts.**

- D. Please describe any other skills, knowledge, or experience you may bring to the Committee.**

Section 3: Additional Information

- A. Please describe why you are interested in serving on the Community Advisory Committee, and what you would like to achieve while serving.**

- B. Please list all affiliations, councils, or committees of which you are currently a member.**

- C. Please note any languages you speak other than English, or other abilities you might have to support non-English speaking communities in Southern California.**

- D. Please note anything else you would like Clean Power Alliance to know about your ability or desire to serve on this committee.**



Section 4: Commitment

Clean Power Alliance requests that members of the Community Advisory Committee make a personal commitment of time and energy to attend regular meetings of this committee, and to help the organization meet its mission and stated goals. The Committee will meet on a regular basis, either monthly or bi-monthly as determined by the Committee itself. Committee members will commit to serving a **two-year term**, with the possibility to serve unlimited additional terms if approved for reappointment by the Board. Committee members will additionally commit to not opting out of Clean Power Alliance.

Committee members are strongly encouraged to attend all meetings to ensure the committee regularly maintains a quorum, develops good working relationships, and functions with consistency. To-be-determined meeting locations will be rotated between Ventura and Los Angeles counties.

- A. Please describe your ability to make the commitment described above.**

- B. Please initial here to certify that you are an electricity account holder in Clean Power Alliance service territory and that you meet all eligibility requirements to serve on the Community Advisory Committee:**

Please return the completed application by [INSERT DATE] to:

Clean Power Alliance
555 W. 5th Street, 35th Floor
Los Angeles, CA 90013

Or submit electronically by [INSERT DATE] at:
[INSERT INSTRUCTIONS]

****Completion of this application does not ensure committee membership. Applications are reviewed by Clean Power Alliance Board and staff, and membership is pending Clean Power Alliance Board of Directors approval and appointment. ****



Community Advisory Committee - DRAFT Communications Guide

Following is a guide for Clean Power Alliance members to use in notifying community members and stakeholders about the opportunity to apply for the Community Advisory Committee. Please use this language in communicating with your local residents and businesses to ensure the generation of awareness regarding how community members can engage with Clean Power Alliance through the Committee is consistent throughout our service territory.

Clean Power Alliance is seeking interested community members from Los Angeles and Ventura Counties to serve on a Community Advisory Committee that will help inform and guide the growth of Southern California's newest, locally-operated clean energy provider!

You can learn more about Clean Power Alliance and the Community Advisory Committee at www.cleanpoweralliance.org.

ABOUT CLEAN POWER ALLIANCE

Clean Power Alliance (www.cleanpoweralliance.org) is California's new, locally-operated, electricity provider for communities across Los Angeles and Ventura Counties! Set up as a Joint Powers Authority (JPA) of 31 local governments working together to bring clean, renewable power choices to our communities, Clean Power Alliance will serve approximately three million SoCal residents and over one million customer accounts.

The best part is, you now have choices! Although customers will be automatically enrolled in a renewable electricity offering selected by your community, you will soon have the opportunity to choose the percentage of renewable content that suits your home or business best. Nothing else changes—Southern California Edison (SCE) will continue to deliver power to homes and businesses, send just one bill, and be responsible for resolving any electricity service issues. Through this partnership, communities will enjoy the shared benefits of Clean Power Alliance, including: local management and control

over things like rate setting and development of local programs; stable and competitive electric rates; and a higher content of renewable energy resources in your electricity supply.

GET INVOLVED

Clean Power Alliance is seeking qualified applicants for its inaugural volunteer Community Advisory Committee. The Committee will have 15 representatives serving two-year terms from seven geographic sub-regions within Clean Power Alliance territory. As a Committee member, you will advise the Clean Power Alliance Board of Directors on valuable policy and planning matters. This is an exciting opportunity to be a leader in your community and help shape Southern California's energy future!

Clean Power Alliance asks that anyone wishing to apply submit their application no later than [INSERT DATE]. A selection panel will review applications and you may be contacted for an interview. Committee Members will be appointed by the Clean Power Alliance Board of Directors. The Committee is a public body and will be subject to all applicable California State laws and provisions.

HOW TO APPLY

Applicants must have an electricity account eligible for service by Clean Power Alliance and must remain customers of Clean Power Alliance once enrolled. To see a list of areas in Clean Power Alliance service territory, visit www.cleanpoweralliance.org, and must remain customers of Clean Power Alliance once enrolled. You don't have to be an energy expert to apply, we are also seeking input from individuals that may have experience with or knowledge of environmental, social justice, economic development, business, labor, faith, youth, educational, or other community organizations.

The Application Form and additional details on the Committee are available here [INSERT LINK]. Please submit your application by [INSERT DATE] to be considered. For questions contact Jennifer Ward, Head of Local Government Affairs for Clean Power Alliance, at jward@cleanpoweralliance.org or (213) 269-5870, ext. 1004.

RECOMMENDED COMMUNICATION STRATEGIES

Clean Power Alliance recommends our member agencies use the following communications channels to share the attached materials with information on this opportunity for community members to engage with Clean Power Alliance and apply to serve on the Community Advisory Committee

- Website
- Electronic Distribution lists (e.g. General Community Newsletters, Councilmember Newsletters, General Plan Advisory Committee listserv, etc.)
- News Media / Press Release distribution list
- Social Media (e.g. Facebook, Twitter, Instagram, LinkedIn, YouTube, etc.)
- Print Newsletters / Community Bulletin Boards
- Local jurisdiction apps (e.g. 311, NextDoor, etc.)
- Local education, faith-based, and nonprofit communities

Clean Power Alliance, assisted by its communications and marketing consultant, The Energy Coalition, will outreach to other similar regional entities to assist with distribution, including:

- Clean Power Alliance stakeholder list
- Regional and local Chambers of Commerce
- Metro
- Metrolink
- Southern California Association of Governments (SCAG)
- League of California Cities
- South Coast AQMD
- SoCal Regional Energy Network
- Regional institutes of higher education
- Region-wide environmental groups and sustainability coalitions (e.g. Sierra Club)

Item VI – Legislative & Regulatory Update

To: Clean Power Alliance (CPA) Board of Directors
From: CPA Staff
Subject: Legislative and Regulatory Update
Date: June 7, 2018

Regulatory Issues

1. PCIA Rulemaking (R.17-06-026)

The PCIA is used to calculate exit fees owed by Community Choice Aggregation (CCA) customers to their incumbent Investor-Owned Utility (IOU). These fees are intended to cover the above-market costs of power contracts that were stranded by CCA load departure from bundled IOU service.

Some of the most promising proposals for a longer-term solution include CalCCA's securitization proposal as well as proposals for a resource auction mechanism (both of which were described in last month's Legislative and Regulatory update). However, the IOUs have argued that both proposals would require too much time to implement, citing the need for legislative action in the case of securitization.

Evidentiary hearings for this proceeding were held from May 7-11, 2018. Opening Briefs will be submitted on June 1 and Reply Briefs will be due June 15. A proposed decision is expected in late July with a final decision expected in fall 2018. Many parties to the proceeding are currently engaging in Ex Parte meetings with Commissioners pending issuance of the final decision.

CPA has been directly involved in developing CalCCA's Opening Brief and will continue to participate through the remainder of the proceeding. Separate from our collaboration with CalCCA, CPA also submitted a separate short supporting brief focusing on issues particular to new and emerging CCAs. This filing was prepared in partnership with the Coachella Valley Association of Governments and the Western Riverside Council of Governments.

2. CPUC "Green Book"

On May 3, 2018, the CPUC issued a draft report titled: "[California Customer Choice: An Evaluation of Regulatory Framework Options for an Evolving Electricity Market](#)", also known as the "Green Book." The report is targeted at the California State Legislature and invites a re-examination of California's existing electric sector framework, specifically focused on deregulation and the rise of community choice aggregation. The report claims to be "strategically agnostic", but compares current trends in the California electricity market (i.e. customer choice) to the California energy crisis of 2000-01. Public comment on the draft report is due June 11, and a subsequent CPUC/CEC En Banc hearing is scheduled for June 22.

CPA is actively contributing to joint comments being prepared through CalCCA. The Legislative & Regulatory Committee and the Executive Committee have also discussed sending a letter to legislators and/or publishing an Op-Ed ahead of the En Banc session.

3. Resource Adequacy (R.17-09-020)

On May 27, 2018, the Commission issued a proposed decision in its proceeding on Resource Adequacy, adopting local capacity requirements for 2019 and refining the Resource Adequacy program. Of particular note to CPA, the Commission has asked parties to submit proposals on the possibility of a multi-year RA compliance requirement (i.e. requiring multi-year RA contracts for a portion of the portfolio) and proposals for a central buyer to procure local RA resources. Staff continues to monitor this proceeding as it moves into Track 2 proceedings.

4. Integrated Resources Plan (R.16-02-007)

On May 14, Commissioner Randolph and Administrative Law Judge Fitch issued an amended Scoping Memo in the Integrated Resource Plan (IRP) proceeding. The Scoping Memo mostly focused on issues related to the IRP that will be due in 2020 and divided the remaining scope of the proceeding into three categories:

- Items required in preparation for the filing of individual Load Serving Entities (LSE) IRPs.
- Consideration of individual IRPs, leading to adoption of the Preferred System Plan.
- Groundwork and preparation on policy issues for consideration in the 2019-2020 IRP Cycle.

As discussed at the previous Board meeting, CPA will file its IRP on August 1, 2018.



Item VII – Executive Director Report

To: Clean Power Alliance (CPA) Board of Directors
From: Ted Bardacke, Executive Director
Subject: Monthly Update
Date: June 7, 2018

Phase I – Operations

CPA began serving Los Angeles County municipal accounts in February 2018. As of May 28, 2018, CPA had billed revenue of \$1,335,474 and had received \$923,268 in cash deposits from Southern California Edison (SCE). Part of this discrepancy is normal due to a delay in the time that it takes customers to pay their bills; in other cases, it may be due to either expected or exceptional billing system errors that take time to resolve.

Prior to Phase II launch, staff and CPA's data management consultant are developing advanced cash and billing monitoring tools, including: tracking the number of days it takes SCE to include CPA charges on customer bills, when customers pay bills and weekly billed/unbilled/payment reconciliations – in order to determine if differences between billed revenue and cash received are due to billing system issues or customer payment delays, or both. While these reporting and tracking tools will help triage issues that may arise, it will take some time for data accuracy received from SCE to improve and stabilize.

Phase II Launch – Power Procurement

CPA has acquired most of its power needs for 2018, with the exception of Resource Adequacy. Staff and power procurement consultant TEA continue to spend a significant amount of time closing out CPA's open position for 2018 Resource Adequacy.

Phase II Launch – Customer Engagement

CPA's Phase II customer enrollments will extend service to non-residential accounts in unincorporated Los Angeles County as well as the Cities of Rolling Hills Estates and South Pasadena. Last week a new eligible customer list was provided by SCE increasing the eligible number to approximately 32,000 customers who will be offered service. Customer enrollments will begin on June 25, 2018 and are expected to take one month to complete.

Key items for Phase II launch include:

- **Opt-Out Rates:** Customer opt-out rates are extremely low to date. As of May 28, 2108, 69 customers had opted out, for a total opt-out rate of less than 0.5%. Staff expects opt-out rates to grow as customers receive their second pre-enrollment notice. Opt-outs can also spike when customers receive their first bills in August. Nevertheless, this is a strong base to be working from at this time.
- **Customer Noticing:** The second of four required customer notices were mailed on May 29. A Joint Rate Comparison (JRC) mailing from both CPA and SCE will be mailed on June 25. Two post-enrollment notices will be sent in July and August. Pre-enrollment notice language is dominated by legally required terms and conditions but the JRC and post-enrollment notices will have more language related to the programs and benefits CPA offers.

Please be aware that some customers, including municipal accounts, in jurisdictions other than LA County and the Cities of Rolling Hills Estates and South Pasadena may receive a Phase II customer enrollment notice (sample attached) due to electricity service accounts that may lie within, or are proximate to, LA County unincorporated territory. CPA staff and consultants are working with SCE to identify the few instances where this is occurring, and ensure all Phase II enrollments are accurate. Please contact Tyler Aguirre by email at taguirre@cleanpoweralliance.org if you have questions on any enrollment notice your jurisdiction receives or if you get an inquiry from a constituent about this.

- **Customer Service Resources:** Call center contacts and customer service emails also continue to be low, with most calls and emails seeking more information rather than processing opt-outs or product changes. Average call wait times are under 20 seconds and average call duration is nine minutes.
- **Large and Key Customer Outreach:** Staff and consultants have focused on contact with public agencies (water districts, school districts, transportation agencies) who are large energy users and make up a major portion of CPA's largest 100 customers. Staff and consultants have prepared a larger outreach blitz should opt-outs begin to spike among large customers and are monitoring opt-outs daily.

2019 Operational and Scenario Planning

In conjunction with developing the FY18-19 budget and refinement of CPA's financial proforma, staff has begun to develop its own tools for 2019 phase-in scenario planning. In addition, staff will begin regular in-person meetings with senior operational executives at SCE later this month to discuss logistics and priority IT and data fixes to improve the customer transition. Results of these discussions and more detailed phase-in scenario options will be presented at the July 12 Board meeting.

Staffing/Hiring

No new staff were hired this past month. Recruitment for new open positions will begin in earnest over the summer. New hires will be focused on power portfolio management, financial analysis and risk management, and marketing and customer engagement.

Contracts Executed Under Executive Director Delegated Authority

No new contracts were signed during May 2018 except those for the procurement of energy.

Conferences/Sponsorships/Grants

CPA received a grant to hire a Civic Spark Fellow from the Local Government Commission. Under this arrangement, CPA will host a fellow for 11 months over 2018/2019 to develop an equity and supplier diversity roadmap for CPA, including a set of goals and performance indicators for the Board's consideration.

Attachment: Sample Phase II Customer Pre-Enrollment Notice



Congratulations!

You will soon enjoy the advantages of clean, renewable power at competitive rates!

The Clean Power Alliance is your new electricity provider.

Starting June 25th, 2018

You will be automatically enrolled in our competitively priced 36% renewable electricity offering.

Nothing else changes—Southern California Edison (SCE) will continue to deliver power to your home or business, send you a bill, and be responsible for resolving issues with your electricity service.

If you would prefer to have a different electricity mix at a different rate, **you can choose** to enroll in our 50% or 100% renewable electricity offering. Visit our website at cleanpoweralliance.org or call us at 888-585-3788 to learn more.

Remember, you don't need to do anything to start enjoying the shared community benefits of 36% renewable electricity.



If you choose not to take advantage of all the benefits Clean Power Alliance has to offer, you can elect to opt out without penalty, and your electricity generating charges will remain with SCE. Full rate details plus opt-out instructions are available at cleanpoweralliance.org or by calling 888-585-3788.

Terms and Conditions of Service

The Clean Power Alliance electric generation rates are competitive. Available rates can be reviewed at cleanpoweralliance.org or by contacting Clean Power Alliance at 888-585-3788. Any changes to Clean Power Alliance rates will be adopted at duly noticed public meetings of the Clean Power Alliance Authority Board of Directors.

Southern California Edison (SCE) also collects from Clean Power Alliance customers authorized charges for delivering power to your home or business and for providing other services. These components of your electric bill are the same whether you buy electricity from Clean Power Alliance or SCE.

Southern California Edison also charges Clean Power Alliance customers a Power Charge Indifference Adjustment (PCIA) and a Franchise Fee Surcharge. Both are calculated based on the number of kilowatt hours used each month.

The PCIA is intended to ensure that customers who switch to Clean Power Alliance pay for energy that was acquired by SCE to serve them prior to their switch. The PCIA is currently less than one cent to just under two cents per kilowatt-hour depending on the type of customer. Note that Clean Power Alliance rates are competitive with SCE's rates, even with these fees.

BILLING

Each month, Clean Power Alliance customers receive a single monthly bill from SCE, just as they would under SCE bundled service. This bill includes all of the recent electric charges, including Clean Power Alliance's power generation charges. SCE will continue to charge you for Transmission and Distribution services they provide; this includes the cost of transmitting electricity directly to your home or business. For your convenience, SCE forwards the power generation portion of the bill to Clean Power Alliance.

ENROLLMENT

Effective June 25, 2018, Clean Power Alliance will become the default electric power provider for your area. You will be automatically enrolled in Clean Power Alliance's default program on that date.

CARE PROGRAM

If you are currently enrolled in the California Alternative Rates for Energy (CARE) program for low-income customers, you will continue to receive all CARE benefits and discounts upon enrollment in Clean Power Alliance. You will also enjoy additional savings, as CARE customers are not charged the Purchased Cost Indifference Amount (PCIA) charged by SCE to all other customers.

OPT OUT

You have the right to opt out without penalty any time. However, if you choose to opt out more than 60 days after your Clean Power Alliance service starts, SCE will charge a one-time account processing fee and you will not have the option to return to Clean Power Alliance for one year. By opting out, you will also be subject to SCE's then current rates, terms and conditions of service. For details on SCE's rates, terms and conditions, please visit sce.com. You will not be charged any fees if you opt out within the first 60 days after your enrollment with Clean Power Alliance or if you cancel electric service altogether (for example, if you move). If you opt out, you will still be charged for all electricity you used before the transfer of electric service. Accounts will be transferred on the day the electric meter is read and cannot be transferred during the middle of a billing cycle. In order for your request to be processed on your next meter read date, your request must be received at least 5 business days prior to the date on which the meter is read. To opt out, please call Clean Power Alliance at 888-585-3788 or visit cleanpoweralliance.org. Have your electric bill handy so that we can process the request.

FAILURE TO PAY

Clean Power Alliance may transfer your account to SCE upon 14 calendar days' written notice to you if you fail to pay any portion of the Clean Power Alliance charges on your bill. If your service is transferred, you may be subject to additional requirements by SCE.