



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

Thursday, May 2, 2019

3:00 p.m.

NOTE MEETING START TIME

Metro Headquarters
4th Floor, Plaza View Room
One Gateway Plaza
Los Angeles, CA 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 Christian Cruz at least two (2) working days before the meeting at ccruz@cleanpoweralliance.org or (213) 269-5870, ext. 1009. 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.

PUBLIC COMMENT POLICY: *The General Public Comment 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 Consent Agenda and Regular Agenda shall be heard at the time the matter is called. Comments on items on the Consent Agenda are consolidated into one public comment period. 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 at the beginning of the meeting but no later than immediately prior to the time an agenda item is called.*

Each speaker is limited to two (2) minutes (in whole minute increments) per agenda item with a cumulative total of five 5 minutes to be allocated between the General Public Comment, the entire Consent Agenda, or individual items in the Regular Agenda. Please refer to Policy No. 8 – Public Comment for additional information.

In addition, members of the Public are encouraged to submit written comments on any agenda item to publiccomment@cleanpoweralliance.org. To enable an opportunity for review, written

comments should be submitted at least 72 hours but no later than 24 hours in advance of the noticed Board meeting date. Any written materials submitted thereafter will be distributed to the Board at the Board meeting. Any written submissions must specify the Agenda Item by number, otherwise they will be considered General Public Comment.

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 Government Center
Channel Islands Conference Room, 4th Floor Hall of Administration
800 South Victoria Avenue, Ventura, CA 93009

Whittier City Hall – Admin Conference Room
13230 Penn Street, Whittier, CA 90602

JW Marriott Desert Springs Resort & Spa
Conference Room: Director's Suite A
74-855 Country Club Dr, Palm Desert, CA 92260

I. WELCOME AND ROLL CALL

II. GENERAL PUBLIC COMMENT

III. CONSENT AGENDA

1. Appoint Christian Cruz as the Interim Board Secretary for each Board meeting until such time a permanent Board Secretary is appointed by the Board or until such time another Interim Board Secretary needs to be appointed
2. Approve Minutes from April 4, 2019 Board of Directors Meeting
3. Authorize the Executive Director to execute a Professional Legal Services Agreement between CPA and Hall Energy Law, PC for a not-to-exceed amount of \$325,000

4. Approve and Adopt Resolution No. 19-05-009 Authorizing an Increase in the Executive Director's Expenditure Authority to \$125,000 and Affirming the Executive Director's Contracting Authority
5. Receive and file report from the Community Advisory Committee April 11, 2019 Meeting

IV. REGULAR AGENDA

Action Items

6. Approve Voyager Scholarship Program as recommended by the Community Advisory Committee
7. Approve the following positions on bills in the 2019/2020 legislative session and authorize staff to communicate those positions to State Legislators, the Governor, and other interested stakeholders:
 - AB 56 (Garcia) – Oppose
 - SB 155 (Bradford) – Oppose unless amended
 - SB 638 (Allen) – Support
 - SB 775 (Stern) – Support, if amended
 - AB 1144 (Friedman) – Support

Information Items

8. Staff Presentation on Fiscal Year 2019/20 Budget Priorities

V. MANAGEMENT UPDATE

VI. GENERAL COUNSEL UPDATE

VII. COMMITTEE CHAIR UPDATES

Director Lindsey Horvath, Legislative & Regulatory Committee

Director Julian Gold, Finance Committee

Director Carmen Ramirez, Energy Planning & Resources Committee

Director Meghan Sahli-Wells, Communications & Outreach Ad Hoc Committee

VIII. BOARD MEMBER COMMENTS

IX. REPORT FROM THE CHAIR

X. ADJOURN – TO REGULAR MEETING ON JUNE 6, 2019

Public Records: *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, or a majority of, the members of the Board. The Board has designated Clean Power Alliance, 555 W. 5th Street, 35th Floor, Los Angeles, CA 90013, as the location where those public records will be available for inspection. The documents are also available online at www.cleanpoweralliance.org.*



Staff Report – Agenda Item 1

To: Clean Power Alliance (CPA) Board of Directors

From: Nancy Whang, General Counsel

Approved by: Ted Bardacke, Executive Director

Subject: Appoint Christian Cruz as the Interim Board Secretary for each Board meeting until such time a permanent Board Secretary is appointed by the Board or until such time another Interim Board Secretary needs to be appointed

Date: May 2, 2019

RECOMMENDATION

Appoint Christian Cruz as the Interim Board Secretary for each Board meeting until such time a permanent Board Secretary is appointed by the Board or until such time another Interim Board Secretary needs to be appointed.

BACKGROUND

The Board Secretary resigned her position effective April 23, 2019 and CPA staff is in the process of recruiting a permanent Board Secretary.

Until such time as a permanent Board Secretary can be appointed by the Board or until a different Interim Board Secretary is appointed, CPA staff recommends the Board appoint Christian Cruz as the interim Board Secretary for the Board meetings.

REGULAR MEETING of the Board of Directors of the
Clean Power Alliance of Southern California
Thursday, April 4, 2019 2:00 p.m.

MINUTES

Conference Center at Cathedral Plaza, Conference Room 6
555 W. Temple Street, Los Angeles, CA 90012

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

*Ventura County Government Center
Channel Islands Conference Room, 4th Floor Hall of Administration
800 South Victoria Avenue, Ventura, CA 93009*

*Whittier City Hall – Admin Conference Room
13230 Penn Street, Whittier, CA 90602*

I. WELCOME AND ROLL CALL

Acting Chair Sheila Kuehl called the meeting to order. Acting Board Secretary Julie Gomez conducted roll call.

Roll Call				
1	Agoura Hills	Deborah Klein Lopez	Director	Remote
2	Alhambra	Adele Andrade Stadler	Director	In-Person
3	Arcadia	Sho Tay	Director	In-Person
4	Beverly Hills	Julian Gold	Director	In-Person
5	Calabasas	John Bingham	Alternate	Remote
6	Camarillo	Tony Trembley	Director	Remote
7	Carson			Absent
8	Claremont	Corey Calaycay	Director	In-Person

Clean Power Alliance Board of Directors Minutes
April 4, 2019

9	Culver City	Meghan Sahli Wells	Director	In-Person
10	Downey	Sean Ashton	Director	In-Person
11	Hawaiian Gardens			Absent
12	Hawthorne	Alex Monteiro	Director	In-Person
13	Los Angeles County	Sheila Kuehl	Vice Chair	In-Person
14	Malibu	Skylar Peak	Director	In-Person
15	Manhattan Beach	Nancy Hersman	Director	In-Person
16	Moorpark	Janice Parvin	Director	Remote
17	Ojai			Absent
18	Oxnard	Carmen Ramirez	Director	In-Person
19	Paramount			Absent
20	Redondo Beach	Christian Horvath	Director	In-Person
21	Rolling Hills Estates	Steve Zuckerman	Director	In-Person
22	Santa Monica	Kevin McKeown	Director	In-Person
23	Sierra Madre	John Harabedian	Director	In-Person
24	Simi Valley	Ruth Luevanos	Director	Remote
25	South Pasadena	Kim Hughes	Alternate	In-Person
26	Temple City			Absent
27	Thousand Oaks	Helen Cox	Alternate	Remote
28	Ventura	Christy Weir	Director	Remote
29	Ventura County	Linda Parks	Vice Chair	In-Person
30	West Hollywood	Lindsey Horvath	Director	In-Person
31	Whittier	Henry Bouchot	Director	Remote

II. GENERAL PUBLIC COMMENT

The following individual provided general public comments: Susan Greer.

III. CLOSED SESSION

1. PUBLIC EMPLOYEE - LABOR NEGOTIATION

(Government Code Section 54957.6)

Clean Power Alliance representatives: Chair Diana Mahmud, Vice Chair Sheila Kuehl, and Vice Chair Linda Parks

Unrepresented employee: Executive Director

No reportable action.

IV. CONSENT AGENDA

1. Appointed Julie Gomez as the Acting Board Secretary for this April Board of Directors meeting and authorized her to exercise the same authority as the CPA Board-appointed Secretary during this meeting
2. Approved Minutes from March 7, 2019 Board of Directors Meeting
3. Authorized Staff to Change Default Rate for Master Metered Accounts with sub-metered CARE, FERA, or Medical Baseline customers in 100% Green Power Default Communities
4. Approved Master Agreement and Task Order No. 1 with ARUP for CPA Local Programs Goals and Priorities Consulting Services for an amount not-to-exceed \$125,000
5. Approved Amendment to Professional Services Agreement between CPA and The Energy Coalition (TEC) for additional translation of CPA outreach and marketing materials and website, and services related to CPA's Green Business Recognition Program for an amount not-to-exceed \$50,000
6. Authorized the Executive Director to Execute a Professional Legal Services Agreement between CPA and Buchalter, a law firm, for legal services for an amount not-to-exceed \$90,000
7. Received and Filed Report from the Community Advisory Committee March 14, 2019 Meeting

Motion: Director Horvath, Redondo Beach

Second: Director Calaycay, Claremont

Vote: Items 1 through 7 passed by a unanimous roll call vote.

V. REGULAR AGENDA

Action Items

8. **Approved Employment Agreement with Executive Director Ted Bardacke as Revised**

Director Sahli-Wells requested that the CPA Employment Agreement be edited so that the pronouns are gender neutral in this and all subsequent contracts. Nancy Whang, General Counsel, stated she would do so.

Acting Chair Kuehl praised Ted Bardacke, Executive Director for his leadership and work at CPA.

Motion: Director McKeown, Santa Monica

Second: Director Gold, Beverly Hills

Vote: Item 8 passed by a unanimous roll call vote.

9. **Adopted Resolution No. 19-04-005 to Approve 2019 Rates for Phase 1 & 2 Non-Residential Customers, Resolution No. 19-04-006 to Approve 2019 Rates for Phase 4 Non-Residential Customers, and Resolution No. 19-04- 007 to Approve 2019 Rates for Phase 3 Residential Customers**

Matt Langer, Chief Operating Officer, presented on 2019 Rates for Phase 1 & 2 non-residential customers, Phase 4 non-residential customers, and 2019 Rates for Phase 3 residential customers. Mr. Langer also indicated that there will be another rate change and the Board will consider that rate change at either the May or June Board meeting. That rate change is in response to the implementation of a February PUC decision adopting the ERRRA rates and PCIA for 2019. As a result of the forthcoming rate changes, SCE expects that customers will, on average, see approximately a 5% rate increase on their bills. CPA will be making changes to rates in May or June in order to maintain the Board approved bill percentages.

Alternate Director Hughes, South Pasadena, asked about wildfire liability, and how that might impact the rates. Mr. Langer clarified that litigation is ongoing for those wildfires that have occurred previously, and there is no increase in rates associated to those wildfires at this time.

Director Ramirez, Oxnard, commented that CPA needs to be transparent with customers about the rate changes and think about the CPA messaging around rates. Staff responded that this is the intention and continues to message about upcoming rate increases.

Director Zuckerman, Rolling Hills Estates, asked that CPA begin to talk about carbon savings, as part of the messaging. Staff indicated that this is currently being worked on and CPA plans to include more messaging on greenhouse gas emissions in the future.

Director Christian Horvath, Redondo Beach, asked if CPA customers can be compelled to pay, in the future, for any future under collection by SCE. Staff clarified, that for customers leaving SCE this year, SCE may still seek to recoup under collected funds for those customers, should SCE have a shortfall.

Motion: Director Gold, Beverly Hills

Second: Director Peak, Malibu

Vote: Item 9 passed by a unanimous roll call vote.

10. Adopt Resolution 19-04-008 Authorizing and Approving Entry into a First Amended Revolving Credit Agreement and Specified Related Amended Agreements with River City Bank, and Delegating Authority to the Clean Power Alliance Authorized Representatives to Execute and Deliver the Same

David McNeil, Chief Financial Officer, presented a proposed amendment to the CPA credit agreement with River City Bank. Mr. McNeil indicated this proposed amendment would increase credit limit from \$20 million to \$37 million and extend the term of the agreement from August 2019 to March 2021.

Director Gold, Beverly Hills indicated that the Finance Committee had a robust discussion revolving around this proposed amendment, and the Finance Committee thought it to be a satisfactory amendment and a good sign for the CPA. Additionally, both David McNeil, Chief Financial Officer and Nancy Whang, General Counsel, were added as authorized personnel.

Motion: Director Horvath, West Hollywood

Second: Director Calaycay, Claremont

Vote: Item 10 passed by a unanimous roll call vote.

VI. MANAGEMENT UPDATE

Ted Bardacke, Executive Director, highlighted that the CPUC has certified CPA's Implementation Plan Amendment No.3, which authorizes CPA to serve customers in Westlake Village in 2020. He also discussed a recent SCE bill error. In October 2018 there was a credit on customer bills which was supposed to be a one-time one-month PCIA change as a result of the closure of the San Onofre Nuclear Generating Station (SONGS). However SCE did not change the PCIA back where it should have been after that month. This caused a negative PCIA charge on some CPA customers' bills. Customers will be rebilled by SCE for the PCIA that was not collected because of this erroneous credit, however this rebilling is likely going to coincide with the same month that customers experience a bi-annual climate credit on their SCE bill, so the impact may be lessened.

Mr. Bardacke introduced Gina Goodhill the new CPA Policy Director, and Amita Rustagi the new CPA Finance Manager.

Mr. Bardacke also announced that CPA will be a sponsor of the Business of Local Energy Conference in Irvine, Ca, and invited any Board members to attend. Mr. Bardacke also announced the 2019 Board retreat will be held and topics will include local programs strategic plan, rates, and time of use, to name a few.

Finally. Mr. Bardacke provided a recap on the Sacramento CalCCA lobby day. CPA staff met with Senator Allen, Senator Stern, Senator Hertzberg, and Senator Rubio. Staff also met with the chief consultants to both the Senate Energy and Assembly Utilities Committee, and the chief policy consultants for the Senate Pro Tem and Assembly Speaker, and the California Governor's office staff.

VII. GENERAL COUNSEL UPDATE

Nancy Whang, General Counsel, provided a highlight of Government Code Section 8438, that applies to campaign contributions limits and disclosure and disqualification. Ms. Whang reported that staff is working on structure and process to assist in navigating these obligations.

VIII. COMMITTEE CHAIR UPDATES

Director Gold, Finance Committee Chair, provided an update on the review of the credit adjustment.

Director Ramirez, Energy Committee Chair, provided an update on the status of procurement and further details will be brought to the Board at a future date.

IX. BOARD MEMBER COMMENTS

Director Ramirez provided comments on the upcoming Earth Day, and Acting Chair Kuehl also announced that Metro rides will be free on Earth Day.

X. REPORT FROM THE CHAIR

Acting Chair Kuehl commented on the low opt-out rates, and she was happy that Westlake Village decided to join CPA, as a member agency. Finally, she requested that CPA continue to provide information on the success of CPA to all cities in Los Angeles County.

XI. ADJOURN

Acting Chair Kuehl adjourned the meeting.



Staff Report – Agenda Item 3

To: Clean Power Alliance (CPA) Board of Directors

From: Nancy Whang, General Counsel

Approved by: Ted Bardacke, Executive Director

Subject: Professional Legal Services Agreement between CPA and Hall Energy Law, PC in an amount not to exceed \$325,000

Date: May 2, 2019

RECOMMENDATION

Authorize the Executive Director to Execute a new Professional Legal Services Agreement between CPA and Hall Energy Law, PC (Hall Energy) for legal services in an amount not-to-exceed (NTE) \$325,000.

BACKGROUND

Stephen Hall has represented CPA in all of its short-term energy contracting since early 2018 and assisted CPA in launching its first Long-Term energy solicitation. On March 19, 2018, the Executive Director entered into a contract under his delegated authority with Troutman Sanders (Troutman) to obtain the services of Stephen Hall, a partner who is recognized as one of the preeminent attorneys in the specialized field of community choice aggregator energy procurement. On October 4, 2018, the Board authorized CPA to increase the contract amount for Troutman to an NTE amount of \$325,000 to enable Stephen Hall to continue to provide energy procurement related legal services. The remaining amounts of the \$325,000 NTE for Troutman was transferred to Hall Energy Law PC (Hall Energy) when Stephen Hall left Troutman and opened his own law firm.

CURRENT PROPOSAL

To more closely track legal expenses with CPA's Fiscal Year, CPA proposes to enter into a new Professional Legal Services Agreement with a proposed NTE in the amount of \$325,000 with a term ending on June 30, 2020. In addition, this version cleans up various contract provisions (e.g., specifying that the NTE includes any reimbursable costs) and includes a provision to close the gap that inadvertently occurred when Stephen Hall left Troutman but the date of the transfer was not reflected in the effective date of the last agreement with Hall Energy.

The contract is about \$3,300 less per month than the prior NTE. The table below presents a comparison between the prior contract and current proposal:

	Contract length	NTE	Rate per month	Hourly rate
Prior Contract (starting on March 19, 2018)	13 months	\$325,000	\$25,000/month	\$595/hour
Proposed Contract (starting April 5, 2019)	15 months	\$325,000	Approx. \$21,700/month	\$595/hour

If authorized, this contract would allow CPA to utilize Stephen Hall's expert services to the end of the FY 2019/2020. To provide for continuity and for the requisite level of expertise, CPA staff is requesting authorization to execute an agreement with Hall Energy for legal services.

FISCAL IMPACT

CPA staff estimates incurring fees in the amount of approximately \$65,000 for legal services up to and including June 2019. The estimated fees are included in the FY 2018/19 Budget. Any remaining amount of the NTE for work up to June 2020 will be included in the FY 2019/20 Budget that will be presented to the Board for approval in June 2019.

Attachment: 1) Professional Legal Services Agreement between CPA and Hall Energy Law, PC

AGREEMENT FOR

PROFESSIONAL LEGAL SERVICES

BY AND BETWEEN

**CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA
("CPA")**

**AND HALL ENERGY LAW PC
("FIRM")**

**April 5, 2019
(Date of Agreement)**

Firm Address:	<u>PO Box 10406, Portland, OR 97296</u>
Firm Tax ID No.:	<u>83-2765511</u>
Firm Telephone:	<u>(503) 477-9354 (direct) (503) 313-0755 (mobile)</u>

TABLE OF CONTENTS

	<u>Page</u>
RECITALS	Error! Bookmark not defined.
I. Term and Termination:	1
A. Period of Performance:	1
B. Termination and/or Suspension:	1
II. FIRM's Services and Responsibilities:	3
A. Supervising Attorney:	3
B. Legal Representation:	3
III. CPA's Duties and Responsibilities:.....	4
A. Supervising Attorney:	4
B. Duties and Responsibilities:.....	4
IV. Compensation:	5
A. CPA Counsel Billing Requirements:	5
B. Fees:	5
C. Expenses:	5
V. Invoices and Payments to FIRM:.....	7
A. Billing (E-Billing):.....	7
B. E-Bills:	7
C. Payments	8
VI. Notices:	8
A. If to FIRM:	8
B. If to CPA:	8
VII. Assignment:	9
VIII. Standard Terms and Conditions:.....	9

A.	Indemnification:	9
B.	Insurance:	9
C.	Independent Contractor Status:	10
D.	Warranty Against Contingent Fees:	11
E.	Governing Laws:	11
F.	Compliance with Applicable Law:	11
G.	Record Retention and Inspection:	11
H.	Confidentiality:	12
I.	Communications With CPA:	12
J.	Conflict of Interest:	12
K.	Authorization Warranty:	13
L.	Changes and Amendments of Terms:	13
M.	Validity:	13
N.	Waiver:	13
O.	Remedies Reserved to CPA:	14
P.	Complete Agreement and Interpretation:	14

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

("AGREEMENT")

RECITALS

WHEREAS, CPA desires to contract for professional legal services related to CPA's power procurement including drafting and negotiating power purchase agreements and associated confirmation documents, and for expertise concerning federal requirements related to CPA's power procurement; and

WHEREAS, FIRM has the legal competence and specialized expertise to provide professional legal services;

WHEREAS, CPA desires to retain FIRM's services;

NOW, THEREFORE, CPA and FIRM agree as follows:

I. Term and Termination:

A. Period of Performance:

This AGREEMENT shall begin on the date set forth on the cover page hereto and shall continue until June 30, 2020, unless earlier terminated as set forth herein.

B. Termination and/or Suspension:

1. Termination and/or Suspension for CPA's Convenience:

- a) Services performed under this AGREEMENT may be terminated or suspended in whole or in part by CPA at any time, when CPA, in its sole discretion, deems such termination or suspension to be in the CPA'S best interest. CPA shall terminate or suspend services by delivering to FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
- b) After receiving a Notice of Termination or Suspension, unless otherwise directed by CPA, FIRM shall:
 - 1) Stop services on the date and to the extent specified in the Suspension or Termination Notice.
 - 2) Complete services not terminated or suspended by the Notice.

- 3) Submit a Closing Report to CPA as set forth below.
- 4) Submit, no later than thirty (30) calendar days after the date of suspension or termination is effective, a final electronic (e-bill) for all services performed prior to suspension or termination. If FIRM fails to submit a final e-billing within the time allowed, CPA may determine, on the basis of information available, the amount, if any, to be paid to FIRM. CPA's determination shall be final.

2. Termination For FIRM's Default:

- a) Services performed under this AGREEMENT may be terminated in whole or in part by CPA when FIRM:
 - 1) Fails to perform the service(s) within the time specified or any CPA approved extension, or
 - 2) Fails to perform any of the AGREEMENT's other provisions or fails to make progress and endangers the performance of AGREEMENT's terms.
- b) CPA shall give written notice to FIRM of FIRM's default. CPA, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice.
- c) If CPA wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner CPA deems appropriate. FIRM shall be liable to CPA for any excess costs for these required services.

3. Termination for Professional Conflict of Interest:

If either FIRM or CPA determines a matter of professional conflict has arisen during FIRM's engagement which should not or cannot be postponed until the conclusion of FIRM's representation of CPA, FIRM or CPA may immediately give written notice to terminate this AGREEMENT. FIRM shall continue to provide high quality, professional legal representation until the appropriate substitutions can be made.

4. Closing Report Upon Termination or Suspension:

- a) Immediately upon the termination or suspension of this AGREEMENT for any reason, FIRM shall deliver a Closing Report to CPA. The Closing Report shall include, for each case or

matter assigned to FIRM which in whole or in part is terminated or suspended, the following:

- 1) A brief description of the facts and current status,
 - 2) A discussion of the applicable law, and
 - 3) A list and description of all future scheduled court appearances, and applicable deadlines.
- b) Immediately upon any termination or suspension, FIRM shall, at its own cost, deliver to CPA all evidence, files and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs and document retrieval systems created or used for the case or matter. If FIRM's services include pending litigation, FIRM shall file the appropriate substitution of counsel with the court when instructed by CPA.

II. FIRM's Services and Responsibilities:

A. Supervising Attorney:

1. FIRM shall appoint a Supervising Attorney for work performed under this AGREEMENT. The person designated as FIRM's Supervising Attorney, and any changes in this designation, shall be promptly communicated in writing to CPA.
2. FIRM's Supervising Attorney shall have full authority to act for FIRM on all daily operational matters under this AGREEMENT and shall serve as or designate lead counsel for all law and motion appearances, pretrial and trial proceeding(s), settlement conference(s) or meetings of counsel for parties, depositions, document productions, and all court and other proceedings in which substantive rights of the parties may be determined. Designation of Lead Counsel shall be subject to approval by CPA.

B. Legal Representation:

1. FIRM recognizes that the CPA Counsel is the authorized legal representative for the CPA and its officers and employees. Subject to the direction and control of CPA Counsel, FIRM shall provide CPA with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules.
2. FIRM shall provide representation with fully qualified staff at the least costly billing category. Consistent with this requirement, FIRM may use its discretion in determining which of FIRM's attorneys or paralegals, if

applicable will be assigned to work on CPA matters, except that FIRM will not utilize any attorney or paralegal, if applicable on any CPA matter where the CPA has requested that the attorney or paralegal, if applicable not be used.

3. FIRM represents and warrants that it is legally authorized to practice law in California as it pertains to the professional legal services described in the RECITALS.
4. FIRM shall keep CPA informed of all significant developments in each case or matter assigned to FIRM and shall provide CPA with copies of all significant documents.
5. FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive arrangement between CPA and FIRM. Nothing in this AGREEMENT will restrict CPA from obtaining similar services from other firms or sources.

III. CPA's Duties and Responsibilities:

A. Supervising Attorney:

1. CPA shall appoint its General Counsel as CPA's Supervising Attorney for each case or matter assigned to FIRM.
2. CPA's Supervising Attorney shall have full authority to act for CPA on all daily operational matters under this AGREEMENT and shall review and approve all FIRM's reports, whether written or oral, and any change in FIRM's Supervising Attorney.

B. Duties and Responsibilities:

1. CPA shall make available to FIRM all documents and other information possessed by CPA which are relevant to any case or other matter assigned to FIRM under this AGREEMENT.
2. CPA shall assist FIRM in obtaining CPA records and/or information necessary to respond to discovery and to help familiarize the FIRM with CPA operations and policies.
3. CPA shall review and approve as appropriate:
 - a) All reports, requests, and other services provided by FIRM under this AGREEMENT.
 - b) Any proposed tactical maneuver or trial strategy.

- c) All recommended settlement proposals. Approval of proposed settlement recommendations is subject to CPA's settlement approval procedures.
 - d) All billing statements in accordance with procedures referenced in this AGREEMENT.
- 4. CPA may review all correspondence and judicial, administrative and other documents.
- 5. CPA will evaluate FIRM's performance under this AGREEMENT and may report this evaluation to CPA's Board of Directors. CPA reserves the right to conduct an audit of any and all aspects of FIRM's compliance with this AGREEMENT. Any such audit may be conducted by CPA staff or a contract auditor, in CPA's sole discretion.

IV. Compensation:

A. CPA Counsel Billing Requirements:

All charges by FIRM, whether for fees or attorney work, or for reimbursement for expenses incurred shall be in accordance with the CPA Counsel Billing Requirements. Said Billing Requirements will be made available to FIRM and may be amended by CPA at any time. CPA shall provide FIRM with any amended Billing Requirements promptly after they are promulgated.

B. Fees:

- 1. FIRM shall provide legal services at the hourly billing rates for the attorney and if applicable, paralegals set forth in Exhibit A to this AGREEMENT, subject to the not-to-exceed amount ("NTE") specified therein.
- 2. The billing rates set forth in Exhibit A may be subject to periodic review and adjustment as agreed between CPA and FIRM. Any billing rate change shall be in writing and be executed as an amendment to Exhibit A.

C. Expenses:

- 1. Non-Reimbursable Expenses: Certain expenses incurred by FIRM in providing services under this AGREEMENT shall be considered FIRM overhead which shall not be reimbursed by CPA, but which shall be borne by FIRM as expenses included within the hourly billing rates set forth in Exhibit A. Expenses which will not be reimbursed and which should not be billed are the following:
 - a) Postage.

- b) Telephone charges (both local and long distance).
 - c) Facsimile/Telecopier charges.
 - d) Mileage/Parking within the counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura.
 - e) On-line subscription, connection or other costs for computerized research. (Attorney and paralegal, if applicable, time incurred conducting such research may be billed.)
 - f) Document reproduction. (See below for large volume exception.)
 - g) Staff time or overtime for performing secretarial, clerical, or word processing functions.
 - h) Time spent complying with CPA audits or billing inquiries.
 - i) Charges for services or expenses incurred which have not been authorized by CPA.
2. Reimbursable Ordinary Expenses: CPA shall reimburse FIRM for its actual out-of-pocket expenses, but without any additional costs for having advanced the funds, for the following:
- a) Deposition costs (other than video taping unless approved as set forth below).
 - b) Transcript fees.
 - c) Filing fees for which the CPA is not exempt.
 - d) Messenger service if specifically requested by the CPA's Supervising Attorney, if required because of an emergency over which the FIRM has no control, or if necessary to ensure the safekeeping of sensitive documents or materials.
 - e) Process service fees.
3. Reimbursable Extraordinary Expenses: CPA shall reimburse FIRM for its actual out-of-pocket expenses, but without any additional costs for having advanced the funds, for the following, but only if FIRM has obtained prior approval from CPA:
- a) Outside vendor document reproductions which, because of the volume or format requirements, are impractical to complete in-house.
 - b) Consultants.

- c) Experts.
- d) Investigative services.
- e) Expenses for travel outside the Counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura. Reimbursement for such travel expenses will be limited to the amount CPA's employees may claim for such travel. Information on such limits will be made available to FIRM upon request at the time FIRM seeks permission for such travel.
- f) Videotaping of depositions.
- g) Extraordinary computerized research requirements meeting the criteria set forth in the CPA Counsel Billing Requirements.
- h) Other extraordinary expenses for which FIRM has obtained prior approval from CPA.

V. Invoices and Payments to FIRM:

A. Billing (E-Billing):

The FIRM shall submit all invoices for attorney fees and reimbursable expenses to CPA.

B. E-Bills:

- 1. FIRM shall submit invoices for services and for reimbursable expenses monthly in arrears.
- 2. Each e-bill must also include a signed dated declaration of FIRM's Supervising Attorney with the following statement:

"I have personally examined this e-bill. All entries are in accordance with the AGREEMENT for Professional Legal Services, are correct and reasonable for the services performed and the cost incurred, and no item on this statement has been previously billed to CPA."

- 3. Each e-bill shall be itemized to include:
 - a) Staffing level(s), hourly rates and specific activities for each attorney and/or paralegal, if applicable.
 - 1) Each billing entry shall include a detailed description of specific activities for each attorney and/or paralegal, if applicable.

- 2) All receipts for expenses shall be scanned and attached to the e-bill.
- 3) No attorney or paralegal, if applicable may be utilized on a matter until an hourly billing rate for that person has been approved by the CPA. All time must be billed at the approved hourly rate.
4. FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to CPA upon request.

C. Payments

1. CPA shall make payment(s) for services rendered under this AGREEMENT monthly (quarterly if approved by CPA) in arrears based on the itemized billing statement(s) FIRM submits to CPA.
2. CPA's legal and accounting staff shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all CPA Counsel Billing Requirements.
3. CPA shall make its best effort to process payments promptly after receiving FIRM's e-bill. However, CPA shall not pay interest or finance charges on any outstanding balance(s).
4. Payments to FIRM are conditioned upon FIRM's compliance with all provisions of this AGREEMENT, including but not limited to, Paragraphs II(C) and VIII(B).

VI. Notices:

All notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to CPA or FIRM at the addresses below, or at any other address CPA or FIRM shall provide in writing to each other:

A. If to FIRM:

Hall Energy Law PC
Attn: Stephen C. Hall
PO Box 10406
Portland, OR 97296
steve@hallenergylaw.com

B. If to CPA:

Clean Power Alliance of Southern California

Attn: Theodore Bardacke
555 West 5th Street, 35th Floor
Los Angeles, California 90013
Email: tbardacke@cleanpoweralliance.org

With a copy to:

Nancy Whang
General Counsel, Clean Power Alliance
555 West 5th Street, 35th Floor
Los Angeles, California 90013
Email: nwhang@cleanpoweralliance.org

VII. Assignment:

- A. No part of this AGREEMENT or any right or obligation arising from it is assignable without CPA's written consent.
- B. Any attempt by FIRM to assign or subcontract services relating to this AGREEMENT without CPA's consent shall constitute a material breach of this AGREEMENT.

VIII. Standard Terms and Conditions:

The following standard CPA contract terms and conditions are included herein as part of this AGREEMENT and are fully binding on the parties hereto:

A. Indemnification:

FIRM shall indemnify, defend and save harmless CPA, its agents, officers and employees from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage (including FIRM's property), in connection with FIRM's operations or its services, including any workers' compensation suits, liability or expense, arising from or connected with services performed under this AGREEMENT. Notwithstanding any provision to the contrary, FIRM'S indemnification obligations under this AGREEMENT are expressly subject to the terms and limits of Firm's insurance obligation set forth below.

B. Insurance:

Without limiting FIRM's indemnification of CPA and its officers, agents and employees, FIRM shall provide and maintain at its own expense the following programs of insurance covering FIRM's operations during the term of this AGREEMENT. FIRM shall use insurers satisfactory to CPA's Risk Manager and shall deliver evidence of a satisfactory insurance to CPA on or before the effective date of this AGREEMENT. Evidence shall specifically identify this AGREEMENT and shall contain express conditions that CPA is

to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of any program insurance.

1. Liability: Such insurance shall be primary to and not contributing with any other insurance maintained by CPA, shall name the Clean Power Alliance of Southern California as an additional insured, and shall include, but not be limited to:

- a) Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$1,000,000 per occurrence.

If the above insurance is written on a Claims Made Form, the insurance shall be endorsed to provide an extended reporting period of not less than five years following termination of this AGREEMENT.

- b) Professional liability insurance with a liability limit of at least \$1,000,000 per claim. In lieu of naming CPA as an additional insured, the policy may be endorsed as follows:

"Insurance afforded by this policy shall also apply to the liability assumed by the insured under the agreement with the Clean Power Alliance of Southern California for legal services, provided such liability results from an error, omission, or negligent act of the insured, its officers, employees, agents, or subcontractors. All other provisions of this policy remain unchanged."

- c) Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of at least \$300,000 per occurrence.

2. Workers' Compensation: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with a \$1,000,000 limit, covering all persons providing services on behalf of FIRM and all risks to such persons under this AGREEMENT.

3. Failure to Procure Insurance: Failure on the part of FIRM to procure or maintain required insurance shall constitute a material breach for which CPA may immediately terminate or suspend this AGREEMENT.

C. Independent Contractor Status:

1. This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between CPA and FIRM.

2. FIRM understands and agrees that all FIRM personnel furnishing services to CPA under this AGREEMENT are employees solely of FIRM and not of CPA for purposes of workers' compensation liability.
3. FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any FIRM personnel for injuries arising from services performed under this AGREEMENT.

D. Warranty Against Contingent Fees:

1. FIRM warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.
2. For breach or violation of this warranty, CPA shall have the right to terminate this AGREEMENT, and in its sole discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of any such commission, percentage, brokerage or contingent fee.

E. Governing Laws:

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Los Angeles County.

F. Compliance with Applicable Law:

1. FIRM shall comply with all applicable Federal, State, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated herein.
2. FIRM shall indemnify and hold harmless the CPA, and its officers, agents, and employees, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of FIRM or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with CPA Policies and Procedures:

FIRM shall comply with all applicable CPA policies and procedures relating to vendor conduct and disclosure as CPA may adopt from time to time. This requirement shall be in addition to any other requirements set forth herein.

H. Record Retention and Inspection:

Within ten (10) days of CPA's written request, FIRM shall allow CPA or authorized State or Federal agencies or any duly authorized representative to have

the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this AGREEMENT. FIRM shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of four (4) years after termination or completion of this AGREEMENT unless CPA's written permission is given to dispose of material prior to the end of such period or until such time as all audits are complete, whichever is later. In the event that records are located outside Los Angeles, FIRM shall pay CPA for travel and per diem costs when an inspection or audit is required.

I. Confidentiality:

1. FIRM shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable Federal, State and CPA laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. FIRM shall inform all of its principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT.
2. FIRM shall ensure that all attorneys, paralegals, if applicable, and secretarial and clerical personnel having access to information relevant to FIRM's provision of services under this AGREEMENT, are aware of and acknowledge the confidentiality requirements set forth in paragraph 1, above.
3. These confidentiality obligations shall survive this AGREEMENT's termination or expiration.

J. Communications With CPA:

FIRM recognizes that its communications with CPA and its agents and employees, officers and/or representatives are subject to the attorney-client privilege. FIRM warrants that it shall not disclose, or use in any manner other than in the furtherance of FIRM's representation of CPA, any privileged information obtained from CPA or its officers, agents, or employees. FIRM understands that the CPA General Counsel is the legally empowered legal representative of the CPA and its officers and employees and FIRM shall not without specific direction from CPA General Counsel communicate with, advise or represent the CPA's Board of Directors or other CPA officers or employees.

K. Conflict of Interest:

1. No CPA employee whose position with 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 FIRM or have any other direct or indirect financial interest in this AGREEMENT. No officer or employee

of FIRM 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 CPA's approval or ongoing evaluation of such work.

2. FIRM 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. FIRM warrants that it is not now aware of any facts that create a conflict of interest. If FIRM 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.

L. Authorization Warranty:

FIRM represents and warrants that the signatory to this AGREEMENT is fully authorized to obligate FIRM and that all corporate acts necessary to the execution of this AGREEMENT have been accomplished.

M. 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 Agreement.

N. Changes and Amendments of Terms:

CPA reserves the right to change any portion of the work required under this AGREEMENT, or amend its terms and conditions as may become necessary.

O. Validity:

The invalidity in whole or in part of any provision of this AGREEMENT shall not void or affect the validity of any other provision.

P. Waiver:

No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. Failure of either party to enforce any provision

of this AGREEMENT at any time shall not be construed as a waiver of that provision. CPA's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

Q. Remedies Reserved to CPA:

The remedies reserved to CPA shall be cumulative and additional to any other remedies provided in law or equity.

R. Complete Agreement and Interpretation:

This AGREEMENT supersedes all prior communications and all previous written and oral agreements, and shall constitute the complete and exclusive statement of understanding between CPA and FIRM relating to the subject matter of this AGREEMENT. No provision of this AGREEMENT is to be interpreted for or against either party because that party's legal representative drafted such provision.

Executed as of the date set forth on the cover page to this AGREEMENT:

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA

By

Theodore Bardacke
Executive Director

Approved as to Form:

By

Nancy Whang
General Counsel
Clean Power Alliance

FIRM: HALL ENERGY LAW PC

Print Name of Firm

By

s/Stephen Hall

EXHIBIT A**HOURLY BILLING RATES**

Hall Energy Law PC

Energy Procurement Counsel. Contemplated services include negotiating or drafting the following documentation with CPA's selected energy suppliers and marketers (i) EEI or WSPP Master Agreements to enable transactions with counterparties, (ii) Confirmations for transactions for energy, renewable energy, carbon free energy and resource adequacy products using confirmations under the EEI Master Agreement and WSPP Agreements, (iii) agreements to establish a "Lockbox" structure to provide collateralization for transactions with CPA's selected suppliers, (iv) ancillary documentation required or provided by energy suppliers and marketers (e.g., NDAs, letters of credit, parent guarantees, legal opinions, authority documents and board resolutions); (v) providing ongoing legal counsel, as requested, related to energy procurement; (vi) CPA's long-term energy procurement solicitation documentation and ancillary documentation; (vii) any unpaid amounts for services rendered by Steve Hall between January 1, 2019 and February 7, 2019 that is within the scope as described in (i) to (vi), above; and, (viii) any long-term power purchase agreements and ancillary documentation, as CPA may assign from time to time. These legal services are collectively referred to below as the "Engagement."

The total amount of fees for the Engagement shall not exceed three hundred twenty-five thousand dollars, inclusive of any reimbursable expenses, (\$325,000.00) (the "Initial Authorized Budget") without written authorization from CPA. CPA will not be responsible for any fees incurred in excess of the Initial Authorized Budget unless expressly authorized by CPA in writing. CPA and the FIRM acknowledge that the Initial Authorized Budget is not an estimate of the total costs required to complete the Engagement.

Staff Title

Stephen Hall (Partner): \$595/hr



Staff Report – Agenda Item 4

To: Clean Power Alliance (CPA) Board of Directors

From: Ted Bardacke, Executive Director

Subject: Approve and Adopt Resolution No. 19-05-009 Authorizing an Increase in the Executive Director's Non-Energy Expenditure Authority to \$125,000 and Affirming the Executive Director's Contracting Authority

Date: May 2, 2019

RECOMMENDATION

Approve and adopt Resolution No. 19-05-009 authorizing an increase in the Executive Directors' non-energy expenditure authority to \$125,000 and affirming the Executive Director's contracting authority.

BACKGROUND

On October 5, 2017, the Board delegated authority, via minute action, to the interim Executive Director to execute agreements for non-energy goods or services in an amount not-to-exceed \$10,000. The intent was to expedite the procurement of small contracts and to pay for general business expenses. The FY 2017/2018 Budget was approximately \$6 million.

On March 1, 2018, with the appointment of a permanent Executive Director, the Board approved an increase in the Executive Director's expenditure authority from \$10,000 to \$50,000 via minute action. CPA staff sought this increased authority to allow the Executive Director to procure goods and services as CPA continued Phase 1 operations and prepared for Phase 2 enrollment.

Since March 1, 2018, the Board has passed a FY 2018/19 budget of \$282 million, enrolled almost 1 million Phase 2 and 3 customers, will be enrolling approximately 100,000 Phase 4 customers in May 2019, and will be considering a FY 2019/20 budget of over \$800 million. In addition, in 2019, CPA staff is developing various programs and activities designed to advance the Board's goal of increasing local investment and customer choice and promoting GHG reduction and renewable energy expansion.

Given the development and growth of the business, CPA can both function more efficiently and avoid unduly burdening the monthly Board agenda if the amount of the Executive Director's authority was increased. In addition, since the Board's prior delegation of authority occurred by minute action rather than by Resolution, the intended scope of the Executive Director's authority in administering and amending contracts, as well as reimbursing contractors for direct expenses, has not been completely clear. For greater clarity, staff recommends revising Executive Director contracting authority via formal Resolution.

Staff researched other major CCAs as well as public agencies in Southern California for similar authorities, which are summarized below.

Agency	CEO/Executive Director/General Manager Expenditure Authority
Major CCA JPAs (MCE, SCP, EBCE, MBCP, PCE, SVCE)	\$100,000
LA City Public Works Bureaus	\$125,000
Metropolitan Water District	\$250,000 (larger for emergency construction/water quality, includes 10% contract price adjustment authority)
LA Metro	\$500,000 (larger for sealed low bid awards, includes 10% contract price adjustment authority)
LADWP	\$5 million

PROPOSAL

Based on this background and research, staff recommends adopting the attached which does the following:

1. Increases the Executive Director's delegated contract authority to \$125,000 for any one contract or vendor over a 12 month period.
2. Grants the Executive Director authority to increase the aggregate amount of any contract by no more than 10% of the original contract amount over the life of the contract.
3. Affirms the Executive Director's authority to reimburse contractors for direct costs or expenses, such as postage and mailers, provided that the reimbursable amount is included within the contract cost.
4. Affirms the Executive Director's authority to exercise rights and powers under the contract, for example, approval of subcontractors, termination, assignment, insurance, etc.

The Executive Director will continue to provide a monthly report to the Board regarding any contracts executed under the delegated contract authority. The proposed action does not impact energy contracting authority or procedures, which are covered by the Board-adopted Energy Risk Management Policy.

Attachment: 1) Resolution No. 19-05-009

RESOLUTION NO. 19-05-009**RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA (CLEAN POWER ALLIANCE) AUTHORIZING AN INCREASE IN THE EXECUTIVE DIRECTOR'S NON-ENERGY EXPENDITURE AUTHORITY AND AFFIRMING THE EXECUTIVE DIRECTOR'S CONTRACTING AUTHORITY FOR NON-ENERGY CONTRACTS****THE BOARD OF DIRECTORS OF CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA HEREBY RESOLVES AS FOLLOWS:**

WHEREAS, Clean Power Alliance of Southern California (formerly known as Los Angeles Community Choice Energy Authority) ("Clean Power Alliance") was formed on June 27, 2017 under the provisions of the Joint Exercise Powers Act of the State of California, Government Code section 6500 *et seq.*;

WHEREAS, Clean Power Alliance is duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California, is duly authorized to transact business, having obtained all necessary filings, governmental licenses and approvals in the State of California, and has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage;

WHEREAS, on October 5, 2017, the CPA Board of Directors ("Board") delegated authority to the Executive Director to execute agreements without prior Board approval for non-energy goods or services for an amount not to exceed \$10,000 individually or \$50,000 in the aggregate for Fiscal Year ("FY") 2017-18;

WHEREAS, on March 1, 2018, the Board increased the Executive Director's authority from \$10,000 to \$50,000 to procure non-energy goods or services given the appointment of a permanent Executive Director;

WHEREAS, since March 1, 2018 the Board has passed a FY 2018/19 budget of \$282 million, enrolled almost 1 million Phase 2 and 3 customers, will be enrolling approximately 100,000 Phase 4 customers in May 2019;

WHEREAS, due to the upcoming launch of Phase 4 and the need to advance the Board's goal of increasing local investment and customer choice and promoting greenhouse gas emissions reduction and renewable energy expansion, it is appropriate and more efficient for the Board to increase the amount of the Executive Director's expenditure authority and to affirm the Executive Director's contracting authority for non-energy contracts;

WHEREAS, the contracting authority of Executive Directors at comparable agencies ranges from \$100,000 to \$500,000;

WHEREAS, it would be beneficial to clarify the scope of the Executive Director's authority under contracts approved by the Board or within the Executive Director's delegated contracting authority; and,

WHEREAS, this Resolution is not intended to impact or change the Executive Director's energy procurement authority granted by the Board in Resolution 18-005 on April 5, 2018 or Resolution 18-009 on July 12, 2018.

NOW, THEREFORE, IT IS DETERMINED, AFFIRMED, AND RESOLVED BY THE BOARD OF DIRECTORS OF THE CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA THAT:

A. The Executive Director is authorized as follows without prior Board approval:

1. To enter into any contract for non-energy goods or services when the contract price or the expected contract price for any single contract or vendor is \$125,000 or less within a 12-month period;
2. To increase the aggregate contract price for any single non-energy goods or services contract by no more than 10% of the original contract price over the life of that contract; and,

B. For any contracts, whether Board approved or executed under the Executive Director's delegated authority, the Executive Director is further authorized subject to paragraph A.1. and A.2., above:

1. To reimburse contractors for direct costs or expenses incurred in the performance of a contractor's scope of work, including but not limited to postage, mailers, or advertisement or marketing fees, provided that any direct costs or expenses are included within the contract price; and,
2. To exercise all rights and powers specified under the contract as belonging to CPA, including but not limited to changes in original scope (provided that for Board approved contracts, any core programmatic changes, e.g., up to 25% change of the original scope, shall be approved by the Board), authorization of subcontractors, amendments, assignment, insurance, termination, and to perform such other acts and things related to the delivery of non-energy goods or services required in the contract.

IT IS FURTHER DETERMINED, AFFIRMED, AND ORDERED that a contract shall not be split into subparts or smaller similar actions to avoid the delegated limits specified above;

IT IS FURTHER DETERMINED, AFFIRMED, AND ORDERED that the Executive Director shall continue to provide a monthly report to the Board on any contracts executed using the authority delegated hereunder;

IT IS FURTHER DETERMINED, AFFIRMED, AND ORDERED that any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect; and,

IT IS FURTHER DETERMINED, AFFIRMED, AND ORDERED that this Resolution shall take effect upon its passage.

ADOPTED AND APPROVED this ____ day of May 2019.

By: _____
Chair

ATTEST:

Secretary



Staff Report – Agenda Item 5

To: Clean Power Alliance (CPA) Board of Directors
From: Christian Cruz, Community Outreach Manager
Approved By: Ted Bardacke, Executive Director
Subject: Community Advisory Committee (CAC) April 2019 Report
Date: May 2, 2019

SUMMARY

On April 11, 2019, the Clean Power Alliance's Community Advisory Committee (CAC) held its monthly meeting. During this meeting, staff held elections for the Chair and Vice-Chair(s) positions. The outcome of the elections was as follows:

- **Chair:** David Haake, Westside
- **Vice-Chair (Ventura County):** Angus Simmons, East Ventura/West LA County
- **Vice-Chair (Los Angeles County):** Robert Parkhurst, San Gabriel Valley

Additionally, the CAC discussed the Voyager Scholarship Program funding distribution. The CAC considered different options, and unanimously recommended the following Voyager Scholarship program structure to the Board for consideration:

- Provide thirty-seven \$1,000 scholarships annually and allocate the scholarships among students at four colleges in Los Angeles County and three in Ventura County on a proportion basis (2/3 Los Angeles County, 1/3 Ventura County).
- Provide these scholarships to students studying for clean energy careers at four community colleges in Los Angeles County (Antelope Valley College, Compton College, East Los Angeles, and Rio Hondo) and three colleges in Ventura County (Moorpark College, Oxnard College, and Ventura College).

Each of the selected colleges are located in and/or serve students from CPA's service territory. This recommendation will be considered in Item 6 on the Regular Agenda.

Finally, the CAC discussed the consulting agreement the CPA entered into with ARUP a to assist CPA to develop Local Program Goals and Priorities Strategy and a Program Evaluation Tool. Specifically, the CAC discussed local program parameters, outcomes, and the comparative tool. The CAC advised that CPA should consider community resiliency programs, as a priority, to allow for battery storage for critical facilities. Additionally, the CAC also advised that once program priorities are developed the CPA should implement programs in direct partnership with individual jurisdictions to help create support from the community. As CPA staff moves forward with the ARUP team on the Local Program Goals and Priorities Strategy project, the CAC will be significantly involved in the stakeholder engagement process.

Attachment: 1) CAC Meeting Attendance

Community Advisory Committee Attendance

	2018						2019					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
East Ventura/West LA County												
Angus Simmons								✓	✓	✓		
Laura Brown								✓	A	✓		
Rocio Gonzalez								✓	A	A		
San Gabriel Valley												
Richard Tom								✓	A	✓		
Robert Parkhurst								✓	✓	✓		
West/Unincorporated Ventura County												
Lucas Zucker								✓	✓	A		
Steven Nash								✓	✓	✓		
South Bay												
Vacant												
William Larson								A	A	A		
Gateway Cities												
Jaime Abrego								✓	A	✓		
Jordan Salcedo								✓	A	✓		
Westside												
Cris Gutierrez								✓	✓	A		
David Haake								A	✓	✓		
Unincorporated LA County												
Neil Fromer									A	✓		
Vacant												

Major Action Items and Presentations***February***

CPA Rate Development

Communications and Outreach

Long Term Renewables Request for Offers (RFO)

Voyager Scholarship Program

Committee Procedures - Chair and Vice Chair Elections

March

Voyager Scholarship Program

Upcoming Activities and Operations

April

Voyager Scholarship Program Final Recommendation

Chair and Vice Chair Elections

Staff Report – Agenda Item 6

To: Clean Power Alliance (CPA) Board of Directors
From: Christian Cruz, Community Outreach Manager
Approved By: Ted Bardacke, Executive Director
Subject: Voyager Scholarship Program
Date: May 2, 2019

RECOMMENDATION

Approve Voyager Scholarship Program as Recommended by the Community Advisory Committee (CAC): Distribute \$150,000 in scholarship funds over four years, in \$1,000 increments, to students enrolled in eligible energy career pathways at four community colleges in Los Angeles County and three in Ventura County.

BACKGROUND

In October 2018, the Board approved a 15-year power purchase agreement (PPA) with the Voyager Wind project. This project has an expected output of approximately 71,500 MWh/year. The project consists of six wind turbines added to the existing project of 48 turbines on a site located in a high capacity wind area near Mojave, CA and has been serving CPA customers since January 1, 2019. The developer (Terra-Gen) agreed to fund a \$150,000 workforce development and community college education scholarship program to be co-administered by CPA and the developer over four years.

To create the scholarship program parameters, staff sought input from the CAC regarding scholarship distribution options prior to presenting a proposal to the Board. The CAC discussed this topic over the course of three meetings, and staff also met with various

community colleges and stakeholders. On April 11, the CAC voted unanimously to recommend to the Board the proposal described below.

SCHOLARSHIP PROPOSAL

The CAC recommends the following program structure:

- Provide scholarships in \$1,000 increments and split the scholarships between Los Angeles and Ventura County on a proportional basis (2/3 Los Angeles County, 1/3 Ventura County).
- To minimize administrative burdens, these scholarships will be distributed in partnership with a select number of community colleges in Los Angeles County and Ventura County that offer career pathway programs to the energy and renewable energy sector.
- The vetting of scholarship candidates would be led by the community colleges, given that they have already established processes for doing so, with opportunities for input from CPA.
- In the event some funds are unused during one school year, they would will roll over to the following year.

This proposal offers an equitable distribution of scholarships between counties proportionate to CPA's customer base, provides for a large amount of total scholarships, while still maintaining a meaningful monetary impact. This proposal also focuses the distribution of scholarships to a concentrated amount of colleges that offer energy and renewable energy pathway programs and begins to establish partnerships between CPA and particular institutions.

Staff worked with community college representatives, and consulted with IBEW on program development, to identify four schools in Los Angeles County and three schools in Ventura County that make the most sense to provide the scholarships to. Based on the feedback and data provided by community college representatives, the following schools would benefit most from these funds, taking into account students served, demographics, program completion rates, and total programs offered.

- **Antelope Valley College**
 - Pathway programs: Energy & Utilities Electromechanical Installation & Maintenance, Energy & Environmental Technology, Public Utilities, and Residential & Commercial Energy & Utilities
- **Compton College**
 - Pathway programs: Alternative Energy & Electronics, Energy Systems Technology, Industrial Systems Technology & Maintenance, and Architect & Architectural Technology.
- **East Los Angeles College**
 - Pathway programs: Engineering Technology, Electronics & Electric Technology, Architect & Architectural Technology, Drafting Technology, and Manufacturing & Product Design.
- **Rio Hondo College**
 - Pathway programs: Alternative Fuels & Advanced Transportation Technology, Architect & Architectural Technology, Electric Vehicle & Fuel Cell Technology, Electric Technology, and Energy Systems Technology

Several other popular Los Angeles County community colleges were not ideal candidates for these funds, as they do not offer any pathway programs, or had very few students completing the program. Additionally, several have large foundations whose sole purpose are to support programs and scholarships and already have \$1,000,000 on hand to cover a significant cost their own programs and scholarships. Because of these existing endowments, it could mean that if CPA awarded scholarships to these campuses, our contributed funds may sit unused for a lengthy period of time and therefore, these colleges were removed from consideration. The four selected schools serve students from all areas in Los Angeles County.

Finally, with just three community colleges in Ventura County (**Moorpark College**, **Oxnard College**, and **Ventura College**) the CAC recommended that CPA provide scholarships to all three via the regional community college district. Each of these

colleges also provide various pathway programs for students entering the energy and renewable energy sector with high completion rates.

NEXT STEPS

Upon approval of the Voyager Scholarship Program, staff will work with Terra-Gen and each college and school district to make these funds available for the 2019/20 school year. Staff will provide regular updates to the CAC and Board on the progress of the scholarship program and intends to plan a completion ceremony to recognize scholarship recipients upon graduation from their energy career pathway program.

FISCAL IMPACT

No expenditures associated with the scholarship program will be incurred prior to July 1, 2019. Future planned costs will be included in the FY 2019/20 Budget that will be presented to the Board for approval in June 2019, and subsequent annual budgets.



Staff Report – Agenda Item 7

To: Clean Power Alliance (CPA) Board of Directors
From: Gina Goodhill, Policy Director
Approved By: Ted Bardacke, Executive Director
Subject: Positions on Bills in 2019/2020 Legislative Session
Date: May 2, 2019

RECOMMENDATIONS

As recommended by the Legislative & Regulatory Committee, approve the following positions on bills impacting CPA in the 2019/2020 Legislative Session and direct staff to communicate those positions to the Governor, State Legislators, and other interested stakeholders:

1. Approve an “Oppose” position on AB 56 (E. Garcia)
2. Approve an “Oppose, unless amended” position on SB 155 (Bradford)
3. Approve a “Support” position on SB 638 (Allen)
4. Approve a “Support, if amended” position on SB 774 (Stern)
5. Approve a “Support” position on AB 1144 (Friedman)

BACKGROUND AND DISCUSSION

With a Policy Director on staff and a broad customer base, CPA is beginning taking a more active role in the 2019/2020 legislative session, including seeking direction from the Legislative & Regulatory Committee and Board to take positions on bills above and apart from those taken by CalCCA, even when our positions coincide. On April 24, the Legislative & Regulatory Committee reviewed two bills that address big picture questions about the future of CCA procurement autonomy, as well as two bills dealing with microgrids and wildfire resiliency, areas of keen interest for CPA. The Committee also

reviewed a bill related to electric vehicle infrastructure in response to a request expressed during the April 4 Board meeting.

SUMMARY OF BILLS

A summary of each of these bills of interest to CPA is provided below, and detailed analyses are attached.

- **AB 56 (E. Garcia)**, attempts to create a statewide central buyer model for energy to address perceived gaps in renewables procurement. This is in contrast to a central buyer for residual resource adequacy, which under the right conditions may be of benefit to CCAs and the state's broader policy goals.
Recommended position: Oppose.
- **SB 155 (Bradford)**, would allow the CPUC to review the Integrated Resource Plan (IRP) from each load-serving entity (LSE), and enforce the requirement that the IRP of each LSE shall contribute to a diverse and balanced portfolio.
Recommended position: Oppose, unless amended.
- **SB 638 (Allen)**, removes the requirement that a renter must maintain a \$1 million general liability insurance policy in order to install an electric vehicle charging station at their allotted parking space.
Recommended position: Support.
- **SB 774 (Stern)**, would promote investment in and deployment of microgrids to increase resiliency, but needs to be amended to allow CCAs to be active in this space.
Recommended position: Support, if amended.
- **AB 1144 (Friedman)**, would require the CPUC to reserve 10% of funds collected for the self-generation incentive program (SGIP) to be allocated to pilot projects for the installation of community energy storage systems in communities within high fire threat districts.
Recommended position: Support.

Alignment with CPA 2019 Legislative & Regulatory Platform

The issues addressed in all five of these bills align with CPA's 2019 Legislative & Regulatory Platform, which is provided as Attachment 2, and the specific correlation between each bill and CPA's Platform are referenced in the attached bill analyses.

ADDITIONAL LEGISLATIVE UPDATE ON SB 355

SB 355 (Portantino), for which CPA is the lead sponsor, will be heard in the Senate Governance and Finance Committee on May 1. A number of CPA's member jurisdictions have gone on record in support of this bill. The California Association of Joint Powers Agencies and the League of California Cities – Los Angeles County Division have also submitted letters of support. On May 2, staff will provide a status update on the progress of this bill.

Attachments: 1) Bill Analyses
 2) 2019 Legislative & Regulatory Platform



2019 Legislative and Regulatory Policy Platform

Adopted December 13, 2018

Overview and Purpose

The Clean Power Alliance (CPA) Legislative and Regulatory Policy Platform serves as a guide to the CPA Board of Directors and CPA staff in their advocacy efforts and engagement on policy matters of interest to CPA. The Platform allows both Board members and staff to pursue actions at the legislative and regulatory levels in a consistent manner and with the understanding that they are pursuing actions in the best interest of the organization and its mission, its member agencies, and its customers. The Platform will also enable the organization to move swiftly to respond to events in Sacramento (Legislative / Executive) and San Francisco (California Public Utilities Commission). The Platform also provides firm guidance to the Executive Director on what positions should be taken on legislative and regulatory matters that come before the California Community Choice Association (CalCCA) Board of Directors.

Except under the circumstances approved by the CPA Board on June 7, 2018, when the Chair, Vice-Chairs, Legislative & Regulatory Committee Chair, and Executive Director may act on behalf of the organization, all CPA positions on individual bills will be presented to the full Board for approval.

Policy Principles

The Legislative and Regulatory Policy Platform is centered around four basic principles:

1. Protecting CPA's local control and autonomy by its members, especially with regards to finances and power procurement.
2. Ensuring fair treatment of CPA customers by the CPUC and other state agencies.
3. Supporting recognition that electricity is an essential service and that CPA should have the ability to set electric rates that are affordable for all.
4. Pursuing environmental initiatives that exceed prescriptive State mandates, promote the growth in renewable energy capacity at the local level, and reduce fossil fuel dependency.

Policy Platform

1. Local Control, Finance, and Power Procurement

CPA will pursue legislative and regulatory activity that:

- a. Supports the authority of CPA and its Board to retain local control over its activities
- b. Supports the protection of CPA's procurement autonomy
- c. Supports the ability of CPA to maintain control over its financial decisions

2. Equitable Treatment of CPA Customers

CPA will pursue legislative and regulatory activity that:

- a. Supports the fair treatment of CPA customers by the CPUC
- b. Supports the development of a State regulatory environment that is appropriate for community-owned energy providers

3. Ratepayer Advocacy and Social Justice

CPA will pursue legislative and regulatory activity that:

- a. Supports the protection of all ratepayers, particularly low-income customers, disadvantaged communities, and other vulnerable populations in CPA service territory
- b. Supports supplier diversity among CPA activities
- c. Supports workforce development with a focus on new stable, well-paying local jobs, and participation in the Green Economy
- d. Supports the ability for CPA to set appropriate benchmarks for performance measurement using accepted industry standards

4. Environmental Leadership

CPA will pursue legislative and regulatory activity that:

- a. Supports the ability of CPA and its members to meet and exceed State goals for greenhouse gas emissions reductions (e.g. encouraging movement towards 100% renewable energy), climate action planning, and fossil fuel independence
- b. Supports the ability for CPA to promote growth in renewable energy capacity and electrification at the local level

CPA Bill Analysis*Prepared: 4/26/19*

Measure: AB 56	Recommended position: Oppose
Author: Eduardo Garcia	Subject: Central Procurement

1) SUMMARY

This bill creates a statewide central buyer model for energy to address perceived gaps in renewable procurement and reliability.

This bill would authorize CPUC to require the California Alternative Energy and Advanced Transportation Financing Authority to undertake procurement of electricity to meet the state's climate, clean energy, and reliability goals that are not satisfied by load-serving entities (LSE).

2) IMPACT TO CPA:

This legislation directly impacts CPAs foundational procurement autonomy, threatens fair competition and threatens existing cost allocation frameworks. There is broad recognition of the need for a central procurement agency that could act as a backstop to procure energy in a way that guarantees *reliability*, and this is one of several bills that attempts to do that. However, the central buyer proposed in this bill goes far beyond reliability, and includes other duties including voluntary RPS procurement, taking over management of existing LSE energy contracts, and broadly, “any objectives authorized by the CPUC.” As its currently written, this entity vastly overreaches and threatens to procure long term renewable energy contracts on behalf of CPA and other CCAs.

3) ALIGNMENT WITH 2019 LEGISLATIVE AND REGULATORY PLATFORM

Engagement in this bill aligns with CPA's Policy Platform sections 1a and 1b; 2a and 2b; 4a and 4b.

4) STATUS: Sent to Senate appropriations, no date set.**5) SUPPORT/OPPOSITION:**

Support: California Biomass Energy Alliance; The Utility Reform Network

Opposition: CalCCA

CPA Bill Analysis*Prepared: 4/26/19*

Measure: SB 155	Recommended position: Oppose unless amended
Author: Steven Bradford	Subject: Integrated Resource Plans

1) SUMMARY

This bill would direct the CPUC to review the IRP from each load-serving entity (LSE), including CCAs. It would direct the CPUC to notify and provide recommendations to LSE that the CPUC has determined may be at risk of not satisfying the renewable procurement requirements for the current or future compliance period. It also allows the CPUC to *enforce* the requirement that the integrated resource plan of each load-serving entity shall contribute to a diverse and balanced portfolio.

2) IMPACT TO CPA:

This bill was recently amended to remove language that would have allowed the CPUC to mandate CCA procurement based on the Integrated Resource Plans (IRP) submitted to the PUC. It would have essentially converted the IRPs from planning documents to enforceable compliance plans. While the current version of the bill is much less concerning, it allows the CPUC to “enforce” the requirement that each LSE contribute to a diverse and balanced portfolio, without defining this enforcement. These details would likely be worked out in a regulatory setting. In order for CPA to remove its opposition to this bill, amendments would need to be made to strike or modify the word “enforcement” and replace it with language clarifying that procurement cannot be mandated based on any CPUC-deemed non-compliance.

3) ALIGNMENT WITH 2019 LEGISLATIVE AND REGULATORY PLATFORM

Engagement in this bill aligns with CPA’s Policy Platform sections 1a and 1b.

4) STATUS: Sent to Senate Appropriations, no date set.**5) SUPPORT/OPPOSITION:**

Support: Coalition of California Utility Employees; SCE; The Utility Reform Network

Opposition: CalCCA

CPA Bill Analysis*Prepared: 4/26/19*

Measure: SB 638	Recommended position: Support
Author: Ben Allen	Subject: Electric Vehicle Charging Stations insurance

1) SUMMARY

Existing law requires that in order to install an electric vehicle charging station, a lessee of a dwelling must pay for all costs of the installation, maintenance, and electricity use, and must maintain a general liability insurance policy in the amount of \$1 million dollars. This bill would remove the requirement to obtain a general liability insurance policy, and instead require the lessee to obtain a renter's insurance policy that includes personal liability coverage for property damage and personal injury resulting from the installation of the EV charging station.

2) IMPACT TO CPA:

California has set clear and consistent goals around increasing the amount of EV and EV charging stations in California. In 2018, then Governor Brown set a goal of 250,000 charging station by 2025.

One of the easiest and most convenient places for EV drivers to charge their car is at home. The current \$1 million insurance requirement is a major impediment for many renters to install a charger. This bill would remove that impediment.

3) ALIGNMENT WITH 2019 LEGISLATIVE AND REGULATORY PLATFORM

Engagement in this bill aligns with CPA's Policy Platform sections 4a and 4b.

4) STATUS: Sent to Senate Appropriations, no date set.**5) SUPPORT/OPPOSITION:**

Support: ChargePoint, Inc.; Electric Vehicle Charging Association

Opposition: None

CPA Bill Analysis*Prepared: 4/26/19*

Measure: SB 774	Recommended position: Support if amended
Author: Henry Stern	Subject: Microgrids

1) SUMMARY

This bill would require electrical corporations (IOUs) to collaborate with local governments and other interested parties in its service territory to identify locations where microgrids may provide increased electrical resiliency and to invest in and deploy these microgrids. As currently written, it requires utilities to be exclusively responsible for planning for, making investments in, and operating energy resources that provide electrical distribution grid operations or services on an IOU's side of the meter.

2) IMPACT TO CPA:

From the Senate Energy, Utilities and Communications Committee analysis: "Microgrids are any small, self-contained electricity system with the ability to manage critical customer resources, disconnect from the electric grid when the need arises, and provide a customer with different levels of critical support... Generally, microgrids are made of a combination of distributed energy resources, storage, and demand response capabilities."

The goal of using microgrids to increase resiliency is a laudable one, particularly with the increased risks of more disasters due to climate change and wildfires. Local resiliency efforts such as microgrids are aligned with CPA's legislative and regulatory platform. However, the current language assigns the IOUs as the sole entity able to deploy these microgrids and gives the IOUs undue and unnecessary control over the deployment of microgrids for resiliency purposes. To support this bill, it would need to be amended to allow CCAs (where they exist) to be the primary means of collaboration with local communities and to allow CCAs or their development partners to be allowed to deploy energy resources as co-applicants with the IOUs for cost recovery.

3) ALIGNMENT WITH 2019 LEGISLATIVE AND REGULATORY PLATFORM

Engagement in this bill aligns with CPA's Policy Platform sections 1a, b; 2 (all parts); and 3a.

4) STATUS: Sent to Senate Appropriations, no date set.**5) SUPPORT/OPPOSITION:**

Support: SDGE

Opposition: None

CPA Bill Analysis*Prepared: 4/26/19*

Measure: AB 1144	Recommended position: Support
Author: Laura Friedman	Subject: Community Energy Storage Pilots

1) SUMMARY

This bill requires the CPUC to reserve 10% of funds collected for the self-generation incentive program (SGIP) to be allocated to pilot projects for the installation of community energy storage systems in communities within high fire threat districts. The pilots would be at facilities that provide critical infrastructure to communities in high fire threat districts to support community resiliency.

2) IMPACT TO CPA:

California is experiencing an increase in wildfire due to a number of factors. Energized power lines and the potential for these lines to spark or worsen an existing fire exacerbate these conditions. According to the assembly for natural resources analyst's office, there is ongoing research and public dialogue about the role of storage and other distributed resources in meeting customer and community needs during a de-energizing event. To mitigate these risks, the CPUC has authorized the IOUs to use the option of proactively shutting down power lines to limit the danger when the utilities are aware of dangerous situations. As part of these plans, utilities are incorporating resiliency centers powered by battery resources where people can go, similar to a cooling center.

3) ALIGNMENT WITH 2019 LEGISLATIVE AND REGULATORY PLATFORM

Engagement in this bill aligns with CPA's Policy Platform sections 1d and 3a.

4) STATUS: Sent to Assembly appropriations, no date set.**5) SUPPORT/OPPOSITION:**

Support: Amber Kinetics, Inc; Rural County Representatives of California

Opposition: None



FY 2019/20 Budget Priorities and Timeline

May 2, 2019

FY 2019/20 Budget – Board & Committee Schedule

- ✓ March 27, 2019 (Finance) – Budget Priorities
- ✓ April 17, 2019 (Executive) – Budget Priorities
- ✓ April 24, 2019 (Finance) – Draft FY 2019/20 Budget
 - **May 2, 2019 (Board) – Budget Priorities**
 - May 15, 2019 (Executive) – Draft FY 2019/20 Budget
 - May 22, 2019 (Finance) – Proposed FY 2019/20 Budget
 - June 6, 2019 (Board)- Proposed FY 2019/20 Budget

FY 2019/20 Budget Priorities – Agency Objectives

- Provide stable and competitive rates
- Manage energy market risks and control costs
- Reduce electric sector greenhouse gas emissions
- Stimulate renewable energy development
- Implement local programs and distributed energy resources

FY 2019/20 Budget Priorities

- Meeting CPA's strategic objectives in FY 2019/20
 - Programs
 - People
 - Place
 - Systems

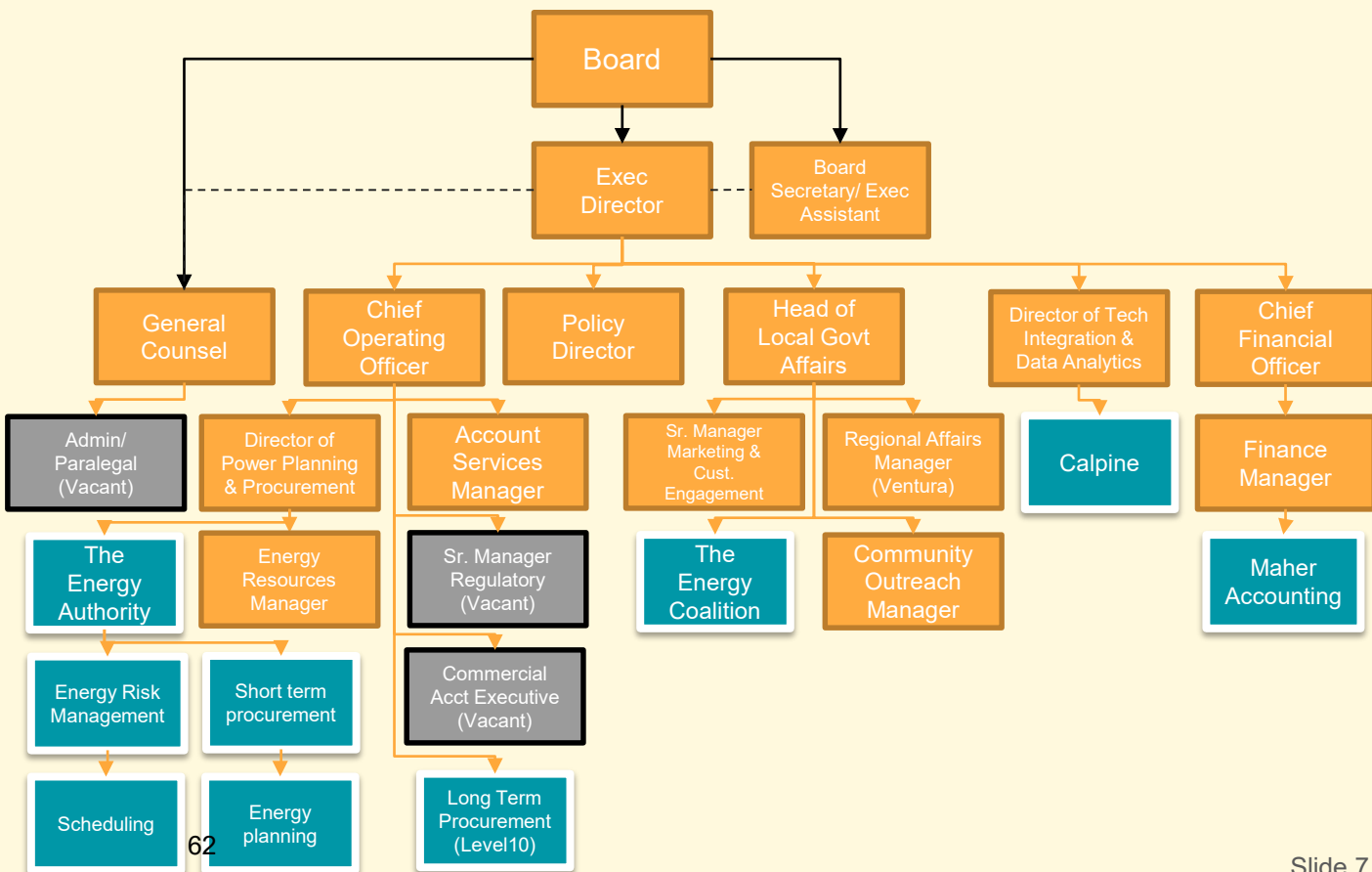
FY 2019/20 Budget Priorities – Programs

- **Distributed Energy Resources (DER) Pilot**
 - Planning costs included in the Calpine contract.
 - Implementation costs to be included in the Draft FY 2019/20 Budget.
- **Customer Programs**
 - Strategic planning kick off this month. Expected completion by end of calendar year 2019.
 - Staffing and implementation costs for customer programs to be included in a budget amendment planned for late 2019 upon completion of the strategic planning process.

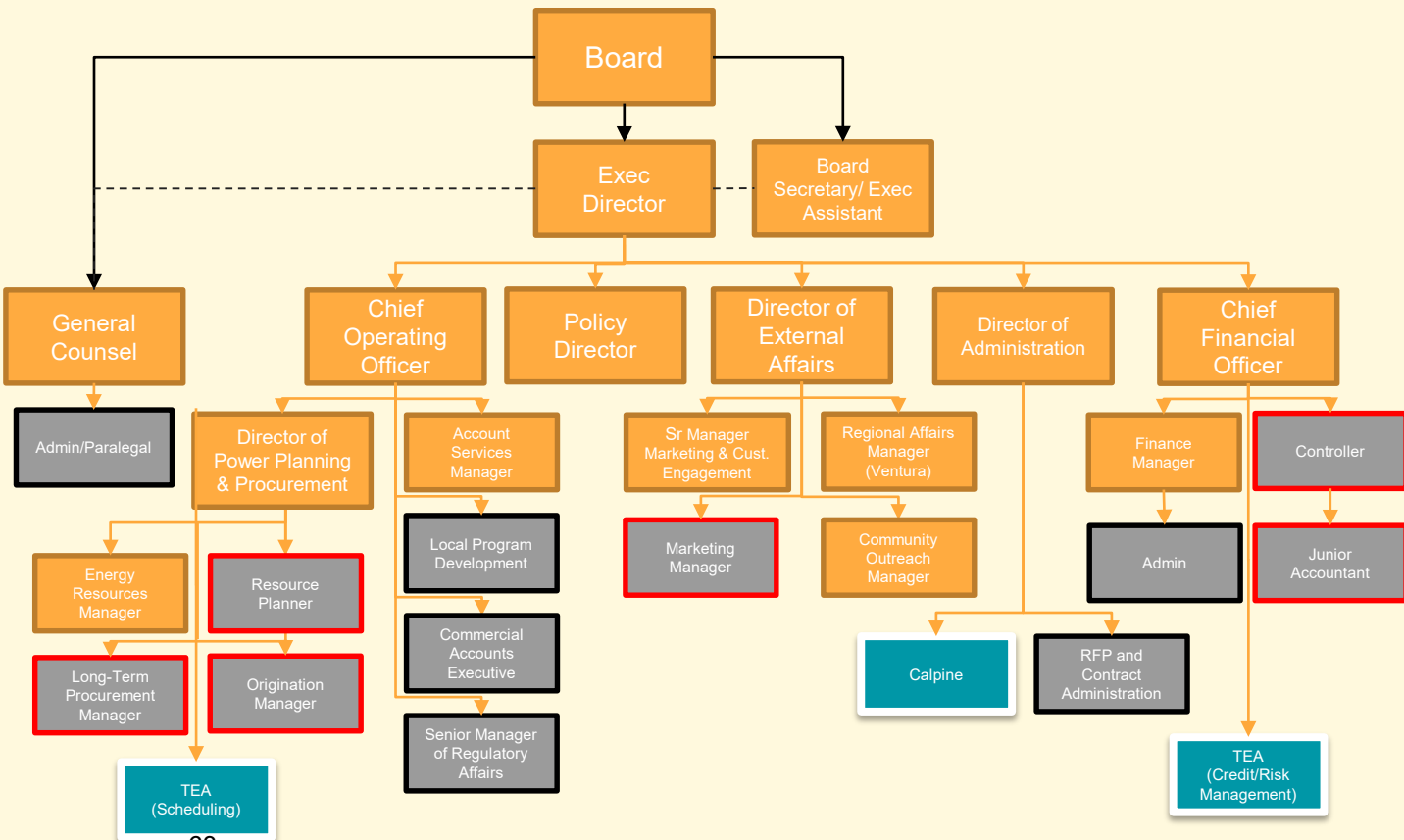
FY 2019/20 Budget Priorities - People

- Moving Core Functions to In-House Staff
- Currently 15 FTEs, planning ~20 FTE by June 30, 2019 and up to 30 FTEs by June 30, 2020
- Staffing Priorities
 - Attract high quality staff with experience in energy procurement, finance, regulatory affairs, commercial customer engagement
 - Avoid duplication with outsourced services and maximize value per dollar spent
 - Develop a competitive staff benefits to align with the local labor market and CCA norms

Current Org Structure with Core Consultants



Future Org Structure with Consultants



FY 2019/20 Budget Priorities – Place

- Accommodation for Board and other public meetings
- Accommodation for additional staff
- Build an environment that encourages creativity and innovation
- Affordable centrally located with access to public transportation
- Advanced video conferencing system to provide better collaboration from remote meeting locations
- Draft FY 2019/20 Budget would allow CPA to relocate to its own offices in DTLA by January 2020
- Costs would include real estate broker (other services), rent and utilities (occupancy) and other office related expenses (G&A) and furniture, audio visual and IT equipment (capital assets)

FY 2019/20 Budget Priorities - Systems

- Finding opportunities and Reducing Risk
 - Leverage big data and energy portfolio management systems to optimize energy procurement and risk management, reduce GHG emissions, and create a platform to deliver enhanced energy services and local programs
 - Energy Contract and Portfolio Risk Management System – Funding for a new system to be included in the FY 2019/20 Budget
 - Systems Planning Roadmap – FY 2019/20 Budget to include funding to develop a 5-year systems planning roadmap that addresses energy contract and risk management, billing and data management, hourly customer level usage information, and accounting/payables

Item V

To: Clean Power Alliance (CPA) Board of Directors
From: Ted Bardacke, Executive Director
Subject: Management Update
Date: May 2, 2019

CPA Recognized with Green Leader Award

As part of its long-standing commitment to innovative efforts that support adoption of renewable energy and preserve air and water quality, the LA County Board of Supervisors presented their annual Green Leadership Awards on April 23 and recognized CPA with an award for the Public Agency Category. The Green Leadership Awards acknowledge outstanding efforts by individuals, cities, businesses and public agencies that raise the bar in improving the County's environmental sustainability through water conservation, expansion of urban forestry, infrastructure improvements, development and promotion of non-motorized transportation, and programs and initiatives that reduce reliance on fossil fuels and sustain the region's rich biodiversity. CPA thanks the LA County Board of Supervisors for this recognition.

Financial Performance

CPA's financial performance through February remained ahead of projections, with positive financial results compared to the approved amended budget. Year-to-date revenues were 2% above amended budget revenue forecasts while cost of energy was 3% below budgeted energy costs. Net income was \$4.7 million greater than budgeted. CPA's monthly financial dashboard is attached to this report. While detailed financial results for March and April are not yet available, CPA's cash position remains healthy following the first two months of revenue receipts from Phase 3 customer enrollment.

Phase 3 Customer Billing

Following is an update on billing issues raised last month.

PCIA Error: On March 13, SCE discovered that they had been incorrectly billing the PCIA charge on over 400,000 of our new residential customers. Instead of a charge, SCE was applying a credit for the PCIA. The effect for these customers was that their bills were understated for the February billing period. Affected customers will be rebilled for the correct PCIA amount in the next billing cycle, coinciding with receiving California's biannual climate credit.

Delayed billing. The delays SCE is experiencing in delivering usage data to Calpine so that CPA charges can be applied have decreased but are not fully resolved. SCE is working on IT enhancements to send data to Calpine more quickly. Staff expects regular customer bill delivery cadence to resume in the next couple of months.

PDFs of Customer Bills. PDF copies of customer bills are now being provided to CPA.

The only new significant issue to report is an SCE error regarding bill protection for residential customers participating in TOU pilot programs. Bill protection allows customers to participate in pilot programs without being exposed to higher bills by giving them credits for excess charges at the end of the pilot. The bill protection period ended earlier this year and in March and April approximately 66,000 CPA customers received bill protection credits on their bills that were too low. Beginning in late May, affected CPA customers will receive a bill credit of between \$1 and \$40, with an average credit of approximately \$13 per customer.

Opt-Actions

All pre-enrollment notices for non-residential (Phase 4) customers have been mailed out and CPA is now tracking opt-actions by customer type. As of April 23, CPA's residential (Phase 3) opt-out rate is 3.85% and commercial (Phases 1, 2, and 4) opt-out rate is 1.26%. Total opt-out by load is 2.85%, well within the target opt-out rate of no more than 10%. A full summary of opt-action data by jurisdiction is provided in Attachment 2.

Customer Service Center Performance

Call center volume in April was lower overall but saw an increase from non-residential customers as these customers are received their enrollment notices and targeted outreach to key accounts is taking place. Calls themes from residential customers have seen an increase in billing questions as residents continue to receive their SCE bills with CPA charges included. Approximately 11,000 calls were received by the call center in April, compared to 17,000 calls in March. 98% of calls in April were answered within 60 seconds, and average wait time was 14 seconds. CPA's online bill comparison tool continues to be popular averaging over 5,000 uses per month.

Outreach Activities

In April, CPA's outreach team engaged directly with over 700 customers at 25 community events, many of which were in celebration of Earth Day. Targeted communication with key accounts and large commercial customers continued this month and CPA staff provided multiple presentations at Chambers of Commerce in LA and Ventura Counties, with more planned throughout May. CPA was also featured in an LA Business Journal article, which included interviews with individual commercial customers.

Over the past two months, CPA with support from its consultant LOACOM, ran a targeted social media campaign that reached over 100,000 people featuring ads in English, Spanish, and Chinese. These ads focused on reminding customers that CPA now appears on their SCE bill, raising awareness about the CARE and FERA financial assistance programs, directing customers to the online bill calculator, and spotlighting testimonials from supportive customers.

Contracts Executed in April Under Executive Director Authority

The accounting firm of Abbot, Stringham and Lynch was contracted to assist CPA in completing its triennial CPUC-required AMI Data Audit for an NTE of \$13,500.

The IT firm of SHI International was contacted to set up a VPN and cloud-based SQL database that will allow CPA to collaborate with consultants on rate design, revenue modelling, and cost of service studies for an NTE of \$6,500.

A running list of all non-energy contracts executed under the Executive Director's signing authority is provided as Attachment 3.

Staffing Update

Jennifer Giles has been hired as Commercial Accounts Executive. Jennifer joins CPA from the Commercial Solar Division of GAF Roofing. Jennifer will be responsible for key commercial account management in Los Angeles County, and begins at CPA on May 6.

Upcoming Events

May 8 – Sustainable Incubator Event: Clean Power Alliance in partnership with the Local Government Commission, will host an Energy and Equity workshop on May 8 from 12:00 p.m. to 3:00 p.m. at the WeWork Auditorium (555 W. 5th Street, Los Angeles). This workshop will identify energy related inequalities and highlight creative solutions on how to mitigate these inequalities within local communities. Speakers will present case studies showing meaningful solutions, best practices, partnerships, and funding opportunities for equitable energy programs. Visit www.cleanpoweralliance.org/sustainable-energy-incubator to register.

June 21 – Business of Local Energy Symposium: The Center for Climate Protection, in collaboration with the Local Government Sustainable Energy Coalition, will be holding its annual Symposium on June 21 in Irvine. CPA is a sponsor of this event and Board members who are interested in attending should contact Jennifer Ward at jward@cleanpoweralliance.org to reserve reduced price registration for this event.

June 28 – Board Retreat: Staff has begun planning for CPA's annual Board retreat which will be held on Friday, June 28, 2019. Location details are forthcoming. Using a similar format to the 2018 Board retreat and including CPA's Community Advisory Committee, subject matters to be covered are local programs, rate development, CPA's potential expansion plans, and electricity market restructuring.

November 5 & 6 – CalCCA Annual Conference: CalCCA is heading to Southern California for its 2019 Annual Meeting, taking place November 6-7 at the Crowne Plaza

Hotel in Redondo Beach. CPA is co-hosting the event with CalCCA this year, and details about the meeting program, agenda, and accommodations will be shared soon.

- Attachments:**
- 1) February 2019 Financial Dashboard
 - 2) Customer Opt-Actions Report
 - 3) Non-energy Contracts Executed under Executive Director Authority



Financial Dashboard

Summary of Financial Results

YTD
February
2019

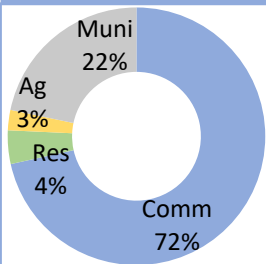
Active Accounts

955,000

Opt-Out %

2.6%

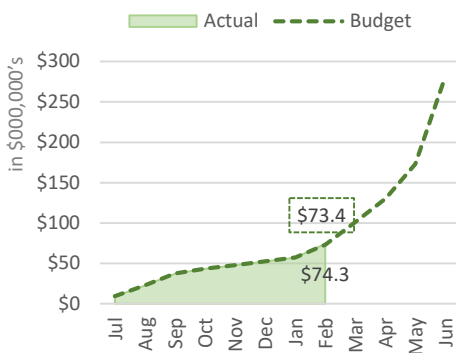
YTD Sales Volume
1240 GWh



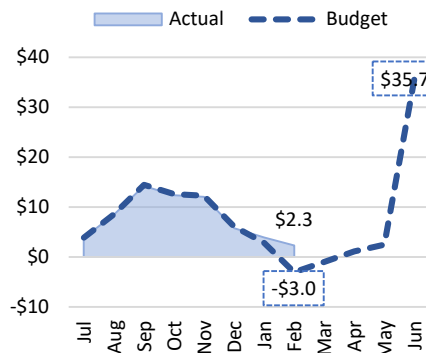
in \$000,000's	February				Year-to-Date			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%
Energy Revenues	\$17.0	\$15.9	\$1.0	7%	74.3	73.4	0.9	1%
Cost of Energy	\$18.5	\$21.8	-\$3.3	-15%	71.9	76.4	-4.5	-6%
Net Energy Revenue	-\$1.6	-\$5.9	\$4.3		2.3	-3.0	5.4	
Operating Expenditures	\$1.5	\$1.9	-\$0.4	-20%	5.0	5.9	-0.9	-15%
Net Income	-\$3.1	-\$7.8	\$4.7		-2.6	-8.9	6.2	

- CPA recorded positive financial results for the period. Expenditures remain within authorized budget limits.
- Year-to-date Revenues were \$74.2 million or 1% above amended budget revenues.
- Cost of energy was \$71.9 million or 6% below budgeted energy costs. Energy costs were lower than budgeted due to the non utilization of contingencies.
- Operating expenditures were 15% lower than budgeted due to lower than budgeted staffing, Southern California Edison fees, general, administrative and occupancy costs.
- Net income was \$4.7 million greater than budgeted net loss.
- Management believes that available liquidity and bank lines of credit are sufficient for CPA to continue to meet its obligations as agreed.

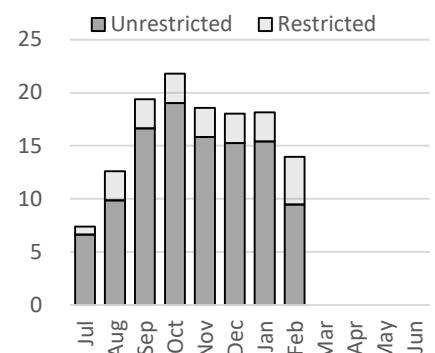
Cumulative Revenue



Net Energy Revenue



Cash & Cash Equivalents



Definitions:

Accounts: Active Accounts represent customer accounts of active customers served by CPA

Opt-out %: Customer accounts opted out divided by eligible CPA accounts

YTD Sales Volume: Year to date sales volume represents the amount of energy (in gigawatt hours) sold to retail customers

Revenues: Retail energy sales less allowance for doubtful accounts

Cost of energy: Cost of energy includes direct costs incurred to serve CPA's load

Operating expenditures: Operating expenditures include general, administrative, consulting, payroll and other costs required to fund operations

Net income: Net income represents the difference between revenues and expenditures before depreciation and capital expenditures

Cash and Cash Equivalents: Includes cash held as bank deposits.

Year to date (YTD): Represents the fiscal period beginning July 1, 2018

Clean Power Alliance - Residential Customer Status Report - As of April 23, 2019

CPA Cities & Counties	Default Tier	Total Eligible Accounts	Opt Percentage by City & County			
			Opt Up %	Opt Mid %	Opt Down %	Opt Out %
AGOURA HILLS	Lean Power	7,405	0.34%	0.20%	0.00%	5.67%
ALHAMBRA	Clean Power	30,641	0.08%	0.00%	0.45%	1.23%
ARCADIA	Lean Power	19,767	0.10%	0.08%	0.00%	1.63%
BEVERLY HILLS	Clean Power	15,208	0.12%	0.00%	0.59%	0.87%
CALABASAS	Lean Power	9,094	0.12%	0.10%	0.00%	2.60%
CAMARILLO	Lean Power	25,941	0.34%	0.23%	0.00%	6.88%
CARSON	Clean Power	25,185	0.08%	0.00%	0.32%	1.22%
CLAREMONT	Clean Power	11,779	0.28%	0.00%	1.05%	6.04%
CULVER CITY	100% Green Power	16,402	0.00%	0.93%	2.39%	2.54%
DOWNEY	Clean Power	33,990	0.04%	0.00%	0.36%	1.33%
HAWAIIAN GARDENS	Clean Power	3,198	0.03%	0.00%	0.34%	0.91%
HAWTHORNE	Lean Power	25,145	0.09%	0.01%	0.00%	0.74%
LOS ANGELES COUNTY	Clean Power	283,636	0.09%	0.00%	0.70%	2.07%
MALIBU	Clean Power	5,644	0.14%	0.00%	0.90%	1.70%
MANHATTAN BEACH	Clean Power	14,269	0.39%	0.00%	1.33%	1.94%
MOORPARK	Clean Power	11,513	0.26%	0.00%	2.21%	12.81%
OJAI	100% Green Power	3,113	0.00%	0.48%	2.92%	5.69%
OXNARD	100% Green Power	50,700	0.00%	0.41%	1.63%	4.28%
PARAMOUNT	Lean Power	12,851	0.04%	0.01%	0.00%	0.63%
REDONDO BEACH	Clean Power	29,732	0.23%	0.00%	0.93%	1.50%
ROLLING HILLS ESTATES	100% Green Power	2,949	0.00%	1.63%	5.09%	4.54%
SANTA MONICA	100% Green Power	47,998	0.00%	0.48%	1.75%	4.23%
SIERRA MADRE	Clean Power	4,871	0.43%	0.00%	1.29%	2.96%
SIMI VALLEY	Lean Power	41,820	0.13%	0.14%	0.00%	7.93%
SOUTH PASADENA	100% Green Power	10,828	0.00%	0.48%	1.63%	2.48%
TEMPLE CITY	Lean Power	11,681	0.08%	0.03%	0.00%	1.62%
THOUSAND OAKS	100% Green Power	45,559	0.00%	1.60%	5.23%	14.46%
VENTURA	100% Green Power	39,562	0.00%	0.94%	2.91%	7.88%
VENTURA COUNTY	100% Green Power	31,214	0.00%	0.72%	3.34%	8.91%
WEST HOLLYWOOD	100% Green Power	23,375	0.00%	0.23%	0.94%	1.25%
WHITTIER	Clean Power	28,439	0.09%	0.00%	0.74%	2.41%
Total		923,509	0.09%	0.24%	1.17%	3.84%

Opt Percentage by Default Tier					
Default Tier	Total Eligible Accounts	Opt Up %	Opt Mid %	Opt Down %	Opt Out %
100% Green Power	271,700	0.00%	0.77%	2.68%	6.62%
Clean Power Power	498,105	0.12%	0.00%	0.72%	2.21%
Lean Power	153,704	0.15%	0.11%	0.00%	4.25%
Total	923,509	0.09%	0.24%	1.17%	3.84%

Clean Power Alliance - Non-Residential Customer Status Report - As of April 23, 2019

CPA Cities & Counties	Opt Percentage by City & County					
	Default Tier	Total Eligible Accounts	Opt Up %	Opt Mid %	Opt Down %	Opt Out %
AGOURA HILLS	Lean Power	1,582	0.00%	0.06%	0.00%	1.45%
ALHAMBRA	Clean Power	5,007	0.00%	0.00%	0.08%	0.40%
ARCADIA	Lean Power	3,681	0.00%	0.00%	0.00%	0.24%
BEVERLY HILLS	Clean Power	4,431	0.00%	0.00%	0.20%	0.43%
CALABASAS	Lean Power	1,274	0.00%	0.00%	0.00%	0.94%
CAMARILLO	Lean Power	5,165	0.00%	0.00%	0.00%	1.84%
CARSON	Clean Power	4,941	0.00%	0.00%	0.34%	0.34%
CLAREMONT	Clean Power	1,617	0.00%	0.00%	0.43%	0.12%
CULVER CITY	100% Green Power	3,529	0.00%	0.06%	0.23%	0.60%
DOWNEY	Clean Power	4,769	0.00%	0.00%	0.00%	0.46%
HAWAIIAN GARDENS	Clean Power	584	0.00%	0.00%	0.17%	0.17%
HAWTHORNE	Lean Power	4,113	0.00%	0.00%	0.02%	1.11%
LOS ANGELES COUNTY	Clean Power	29,541	0.02%	0.00%	0.42%	1.84%
MALIBU	Clean Power	1,388	0.00%	0.00%	0.00%	0.36%
MANHATTAN BEACH	Clean Power	2,004	0.00%	0.00%	0.20%	0.15%
MOORPARK	Clean Power	1,895	0.00%	0.00%	0.16%	2.43%
OJAI	100% Green Power	828	0.00%	0.00%	0.12%	1.09%
OXNARD	100% Green Power	8,740	0.00%	0.02%	0.57%	1.05%
PARAMOUNT	Lean Power	3,155	0.00%	0.00%	0.00%	0.38%
REDONDO BEACH	Clean Power	4,970	0.00%	0.00%	0.24%	0.46%
ROLLING HILLS ESTATES	Lean Power	528	5.11%	0.00%	0.00%	7.77%
SANTA MONICA	100% Green Power	9,140	0.00%	0.69%	0.35%	0.92%
SIERRA MADRE	Clean Power	515	0.00%	0.00%	0.00%	0.39%
SIMI VALLEY	Lean Power	5,890	0.00%	0.00%	0.00%	1.94%
SOUTH PASADENA	Clean Power	1,422	0.00%	0.00%	0.63%	1.05%
TEMPLE CITY	Lean Power	1,427	0.00%	0.00%	0.00%	0.28%
THOUSAND OAKS	100% Green Power	7,501	0.00%	0.03%	0.43%	1.68%
VENTURA	100% Green Power	8,659	0.00%	0.61%	1.40%	1.78%
VENTURA COUNTY	100% Green Power	7,110	0.00%	0.13%	1.08%	2.69%
WEST HOLLYWOOD	100% Green Power	4,111	0.00%	0.00%	0.24%	0.66%
WHITTIER	Clean Power	4,229	0.00%	0.00%	0.14%	0.64%
	Total	143,766	0.02%	0.09%	0.36%	1.25%

Opt Percentage by Default Tier					
Default Tier	Total Eligible Accounts	Opt Up %	Opt Mid %	Opt Down %	Opt Out %
100% Green Power	49,618	0.00%	0.26%	0.67%	1.42%
Clean Power Power	67,313	0.01%	0.00%	0.29%	1.11%
Lean Power	26,835	0.10%	0.00%	0.00%	1.33%
Total	143,766	0.02%	0.09%	0.36%	1.25%

Clean Power Alliance					
Non-energy contracts not-to-exceed \$50,000 (executed under Executive Director authority)					
Vendor	Purpose	Month	NTE Amount	Status	Notes
Abbot, Stringham and Lynch	AMI Data Audit	April 2019	\$ 13,500	Active	
SHI International	VPN and SQL Database (IT)	April 2019	\$ 6,500	Active	
Polsinelli	Legal services (Employment Law)	March 2019	\$ 18,000	Active	
Chapman	Legal services (Credit Agreement)	March 2019	\$ 10,000	Active	Closed
Mustang Marketing	Communications and outreach to commercial and institutional customers and business groups in the Conejo Valley and Ventura County	February 2019	\$ 7,500	Active	
LOACOM	Social media services and messaging to residential customers	February 2019	\$ 10,500	Completed	
NKE Strategies	Communications and media relations related to SCE undercollection	November 2018	\$ 10,000	Completed	
Corepoint 1, Inc.	Preparation of Implementation Plan Addendum No. 3 (Westlake Village)	November 2018	\$ 19,500	Completed	Reimbursed by City of Westlake Villiage
Karen Schmidt	Staff work for CPA prior to full time employment	October 2018	\$ 30,000	Completed	
Buchalter (Evelyn Kahl)	Legal services (CPUC Regulatory)	September 2018	\$ 20,000	Completed	Amount increased to \$40,000 in December 2018; Additional. Agreement subsequently approved by Board
Pacific Energy Advisors	Preparation of CPA's annual Joint Rate Comparison with SCE	July 2018	\$ 3,000	Completed	
M.CUBED (Richard McCann)	Financial review of SCE's proposed early termination agreement with the Coso geothermal plant	July 2018	\$ 15,000	Open	
Energy and Environmental Economics, Inc. (E3)	Modeling services for 2018 Integrated Resource Plan	June 2018	\$ 40,000	Completed	
Pacific Energy Advisors	Preparation of third-party review of CPA's financial model and pro forma	June 2018	\$ 20,000	Completed	
Neutrino Networks, Inc.	IT and cybersecurity support	April 2018	\$ 3,300	Active	Amount includes NTE plus hourly rates
Troutman Sanders (Stephen Hall)	Legal services (Energy Contracting)	March 2018	\$ 50,000	Completed	Additional agreement subsequently approved by Board
Denise Tyrrell	CPUC relations and regulatory affairs support	March 2018	\$ 25,000	Completed	
Sustento Group (David Hodgins)	Communications and outreach for key commercial accounts	March 2018	\$ 10,000	Active	
Nixon Peabody (Charles Wolf)	Legal services (Credit Agreement)	March 2018	\$ 20,000	Completed	

Item VI

To: Clean Power Alliance (CPA) Board of Directors

From: Nancy Whang, General Counsel

Subject: General Counsel Update on Draft Vendor Communications Policy and Issuance of Formal Guidance on Campaign Contribution Requirements Pursuant to Government Code Section 84308

Date: May 2, 2019

SUMMARY

CPA staff presents two documents:

1. Draft Vendor Communication Policy; and,
2. Formal Guidance on Campaign Contributions Pursuant to Government Code § 84308 (and Campaign Contribution Disclosure Form, a companion to the Formal Guidance).

CPA staff welcomes any feedback on these documents and is prepared to answer any questions regarding them.

DRAFT VENDOR COMMUNICATION POLICY

On February 20, 2019, the Executive Committee requested CPA staff to develop a Vendor Communication Policy. On March 20 and April 17, 2019, the Executive Committee considered and provided input on two iterations of the draft Vendor Communication Policy.

The attached draft policy reflects the input provided by the Executive Committee.

This draft policy (or something substantially similar) is anticipated to be presented to the Board at its June Board meeting. Any feedback or clarification on the draft policy should be directed to the General Counsel.

FORMAL GUIDANCE ON CAMPAIGN CONTRIBUTIONS (GOV'T CODE § 84308) AND CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Since Directors are subject to campaign contribution limits, disclosure, and disqualification requirements specified in Government Code Section 84308, CPA staff issued this Formal Guidance to provide specific guidance.

As a companion to the Formal Guidance, CPA staff will require all bidders or contractors to complete the attached Campaign Contribution Disclosure Form for all procurements or contracts.

- Attachments:**
- 1) Draft Vendor Communication Policy
 - 2) Formal Guidance on Campaign Contributions Pursuant to Government Code §84308
 - 3) Campaign Contribution Disclosure Form (a companion to the Formal Guidance)



Policy No. 10 on Vendor Communication

DRAFT

The Clean Power Alliance of Southern California ("CPA"), in recognition of its mission and priorities, enacts this Policy on Vendor Communication ("Policy").

(1) Definitions.

As used in this Policy, the following terms shall have the following meanings:

- a) A "**Vendor**" includes any bidder, proposer, provider, contractor, subcontractor, or consultant, including each of their respective agents, consultants, or lobbyists, who is seeking to do business or is doing business with CPA.
- b) A "**Director**" shall include a Regular or Alternate Director.
- c) A "**financial relationship**" means a relationship where the financial effect on a Vendor or Director, or Vendor or Director's immediate family is distinguishable from its effect on the public generally. For example, an investment worth one thousand dollars (\$1,000) or more or a business entity in which the Director or Staff holds a position of management.

(2) Director Duties

- a) A Director shall not communicate or participate in discussions, whether oral or in writing, with any Vendor, who a Director knows or has reason to know is a Vendor, regarding any specific CPA procurement or contract of any kind, except (i) during a duly-noticed meeting or (ii) when a Director is required to attend a mediation, arbitration, or other similar proceeding, provided that the Director's attendance at a proceeding is determined to be necessary by the General Counsel. A Director shall direct any such Vendor inquiries and requests to CPA Staff.
- b) No Director shall make, participate in making, or in any way attempt to use his or her official position to influence a decision on a specific CPA procurement or contract if a Director has communicated or participated in discussions specified in (2)(a), above.
- c) A Director shall disclose to the Board any communications or discussions with a Vendor when that communication or discussion leads to or results in CPA commencing a specific procurement or CPA entering into a specific contract.
 - i. The disclosure shall occur at a duly-noticed meeting of the Board when the Director knows or has reason to know that a communication or discussion with a Vendor has resulted in a specific CPA procurement or

contract and that procurement or contract has been presented to the Board for a decision.

- ii. The disclosure shall include the name of the party or parties who participated; date, time, and location of the communication or discussion; and whether it was oral, written, or a combination of both; and a summary of the communication.
- d) A Director is obligated to report to the General Counsel any facts made known to the Director which shows that a Vendor, who a Director knows or has reason to know is a Vendor, has engaged in business practices regarding a CPA specific procurement or contract which may violate this Policy.

(3) Vendor Duties

- a) A Vendor shall not communicate with or participate in discussions, whether oral or in writing, with a Director regarding any specific CPA procurement or contract of any kind except (i) during a duly-noticed meeting or (ii) when a Vendor is required to attend a mediation, arbitration, or other similar proceeding where a Director is in attendance.
- b) Duty to Disclose:
 - i. Each Vendor has an obligation to promptly disclose in writing to the General Counsel if any of the following become known to the management of the Vendor:
 - 1. Any financial relationship between the Vendor and a Director or CPA Staff;
 - 2. Any financial or close personal relationship between any officers, directors or key employees of the Vendor and a Director or CPA Staff;
 - 3. Any outstanding offer of employment to, or the current or former employment of any current or former Director or CPA Staff by the Vendor; or
 - 4. Any campaign contributions exceeding two-hundred fifty dollars (\$250) made by or on behalf of the Vendor to any current Director within the previous two (2) years. This disclosure shall be in addition to the disclosure required in the Vendor Campaign Contribution Disclosure Form
 - ii. The duty to disclose as described herein exists prior to and during any procurement or term of contract and regardless of whether the facts constitute an actual conflict of interest under any law.
- c) A Vendor's duties specified herein shall be in addition to any policies, requirements, forms, or other guidance documents that CPA may issue from time to time.
- d) Any violation of this section by a Vendor shall constitute sufficient cause for CPA, in its sole discretion, to terminate a contract with a Vendor, to decline to do business with a Vendor, to disqualify a Vendor from a pending procurement, or to take any other action as CPA may decide.



Formal Guidance on Campaign Contributions

DEFINITIONS

1. A **"contribution"** or **"campaign contribution"** means any payment (whether monetary or nonmonetary), a forgiveness of a debt, a payment of a debt, honoraria, or an enforceable promise to make a payment, including tickets for events, and discounts or rebates not extended to the public generally.
2. A **"Party"** is any person or a Party's agent who seeks to contract with CPA or is the subject of a contract that is being considered by the CPA Board.
3. A **"Participant"** is any person or a Participant's agent who is not a Party but who actively supports or opposes a particular decision or vote in a proceeding involving a CPA contract and who has a financial interest in CPA's vote or decision concerning that contract. A person actively supports or opposes a particular CPA vote or decision if he or she lobbies in person the Directors, testifies in person before the CPA Board, or otherwise acts to influence any Director.
4. A **"contract"** does not include competitive low-bid contracts, and labor negotiations or personal employment contracts with CPA's management and employees.

REQUIREMENTS

Directors are subject to campaign contribution limits, disclosure, and disqualification requirements specified in Government Code Section 84308. This document provides summary guidance concerning Section 84308's requirements.

1. Contribution Limits: A Director shall not accept, solicit, or direct a campaign contribution of more than \$250 from a Party or a Participant while CPA is considering a procurement or contract involving that Party or Participant. CPA's consideration of a procurement or contract extends three (3) months following the Board's final decision or vote. This prohibition shall apply regardless of whether a Director accepts, solicits, or directs the contribution for himself or herself, or on behalf of another.
2. Disclosure: A Director must disclose to the CPA Board any contribution of more than \$250 from a Party or Participant during the 12-month period preceding CPA's consideration of a procurement or contract involving that Party or Participant. The disclosure shall occur no later than the Board meeting where the CPA procurement or contract is being considered. The disclosure must identify the date of the communication and the names of all attendees or participants.
3. Disqualification: A Director must disqualify herself or himself from any discussion or vote involving a Party or Participant who made a campaign contribution of more than \$250 within the 12 months preceding CPA's consideration of a procurement or contract involving that Party or Participant if the Director willfully or knowingly received that contribution.
 - a. A disqualification is not required if a Director returns the campaign contribution within 30 calendar days of learning about the contribution.
4. A Director should contact the CPA General Counsel for specific situational advice.



CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Government Code Section 84308

In accordance with California law, bidders and contracting parties are required to disclose, at the time a proposal is submitted or pre-qualified provider receives a Task Order solicitation, information relating to any campaign contributions made to Clean Power Alliance of Southern California's (CPA) Regular or Alternate Directors, including: the name of the party making the contribution (which includes any parent, subsidiary or otherwise related business entity, as defined below), the amount of the contribution, and the date the contribution was made. 2 Cal. Code of Regs. (C.C.R.) §18438.8(b).

California law prohibits a party, participant, or an agent, from making campaign contributions to a CPA Director of more than \$250 while their contract is pending before the CPA Board; and **further prohibits any campaign contribution of more than \$250 from being made for three (3) months following the date of the final decision by the CPA Board.** Gov't Code §84308(d).

For purposes of reaching the \$250 limit, the campaign contributions of the bidder or contractor plus contributions by its parents, affiliates, and related companies of the contractor or bidder are added together. 2 C.C.R. §18438.5.

In addition, a CPA Director must abstain from voting on a contract or permit if they have received a campaign contribution from a party or participant to the proceeding, or agent, totaling more than \$250 in the 12-month period prior to the consideration of the item by the CPA Board. Gov't Code §84308(c).

The names of the Regular and Alternate Directors and their member agency is attached hereto as Exhibit A. **Please note that Exhibit A may change from time to time. It is the contractor's or bidder's responsibility to comply with Section 84308.**

* * * * *

Every bidder or contractor must disclose as follows:

Section 1

Bidder/Contractor (Legal Name) _____.

List any parent, subsidiaries, or otherwise affiliated business entities of Contractor (See definitions in 2 C.C.R.. §18703.1(d)):

*Attach additional pages, if necessary

Section 2

Has Contractor or Bidder (identified in Section I) and/or any parent, subsidiary, or affiliated company, or agent thereof, made a campaign contribution(s) totaling \$250 or more in the aggregate to a Director of CPA's Board in the 12 months preceding the date of execution of this disclosure?

Yes ☐

No ☐

If YES, proceed to Section 3 and complete. Then, sign and date under Section 4.

If NO, proceed to Section 4.

Section 3

Regular/Alternate Director	Amount of Contribution	Date of Contribution

*Attach additional pages, if necessary

Section 4

I, _____, [print name] am authorized to sign this disclosure on behalf of the Contractor/Bidder identified in Section 1. I acknowledge and understand Government Code Section 84308 requirements, including any continuing compliance obligations. I declare the foregoing disclosures to be true and correct.

TITLE: _____

SIGNATURE: _____

DISCLOSURE DATE: _____

Exhibit A

The following individuals listed are elected officials who serve on Clean Power Alliance's Board of Directors as either Regular or Alternate Directors. Non-elected Alternate Directors are not included in this list. However, a Bidder/Contractor's compliance obligations apply to an Alternate Director who is running for elected office.

REGULAR DIRECTORS

County/City	Regular Directors
1. Agoura Hills	Deborah Klein Lopez
2. Alhambra	Adele Andrade-Stadler
3. Arcadia	Sho Tay
4. Beverly Hills	Julian Gold
5. Calabasas	Alicia Weintraub
6. Camarillo	Tony Trembley
7. Carson	Jawane Hilton
8. Claremont	Corey Calaycay
9. Culver City	Meghan Sahli-Wells
10. Downey	Sean Ashton
11. Hawaiian Gardens	Myra Maravilla
12. Hawthorne	Alex Monteiro
13. LA County	Sheila Kuehl
14. Malibu	Skylar Peak
15. Manhattan Beach	Steve Napolitano
16. Moorpark	Janice Parvin
17. Ojai	Johnny Johnston
18. Oxnard	Carmen Ramirez
19. Paramount	Laurie Guillen

20. Redondo Beach	Christian Horvath
21. Rolling Hills Estates	Steve Zuckerman
22. Santa Monica	Kevin McKeown
23. Sierra Madre	John Harabedian
24. Simi Valley	Ruth Luevanos
25. South Pasadena	Diana Mahmud
26. Temple City	Nanette Fish
27. Thousand Oaks	Claudia Bill-de la Pena
28. Ventura	Christy Weir
29. Ventura County	Linda Parks
30. West Hollywood	Lindsey Horvath
31. Whittier	Henry Bouchot

ALTERNATE DIRECTOR(S)

County/City	Alternate Director(s)
1. Agoura Hills	Linda Northrup
2. Alhambra	Ross Maza
3. Beverly Hills	Robert Wunderlich
4. Calabasas	David Shapiro
5. Camarillo	Kevin Kildee
6. Camarillo	Susan Santangelo
7. Carson	Cedric L. Hicks Sr.
8. Claremont	Jennifer Stark
9. Culver City	Daniel Lee
10. Downey	Alex Saab

11. Downey	Rick Rodriguez
12. LA County	Mark Ridley Thomas
13. Malibu	Rick Mullen
14. Manhattan Beach	Nancy Hersman
15. Moorpark	Roseann Mikos
16. Oxnard	Bert Perello
17. Redondo Beach	John Gran
18. Rolling Hills Ests	Judy Mitchell
19. Simi Valley	Keith Mashburn
20. Temple City	William Man
21. Temple City	Tom Chavez
22. Ventura	Sofia Rubalcava
23. Ventura County	Steve Bennett
24. West Hollywood	Lauren Meister
25. Whittier	Fernando Dutra