



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

Thursday, October 7, 2021

2:00 p.m.

SPECIAL NOTICE: Pursuant to the Proclamation of the State of Emergency by Governor Newsom on March 4, 2020, AB 361, and enacting Resolutions, and as a response to mitigating the spread of COVID-19, the Board of Directors will conduct this meeting remotely.

[Click here to view a Live Stream of the Meeting on YouTube](#)

*There may be a streaming delay of up to 60 seconds. This is a view-only live stream.

To Listen to the Meeting:

<https://us06web.zoom.us/j/84912360644>

or

Dial: (346) 248-7799 Meeting ID: 849 1236 0644

PUBLIC COMMENT: Members of the public may submit their comments by one of the following options:

- **Email Public Comment:** Members of the public are encouraged to submit written comments on any agenda item to clerk@cleanpoweralliance.org up to four hours before the meeting. Written public comments will be announced at the meeting and become part of the meeting record. Public comments received in writing will not be read aloud at the meeting.
- **Provide Public Comment During the Meeting:** Please notify staff via email at clerk@cleanpoweralliance.org at the beginning of the meeting but no later than immediately before the agenda item is called.
 - You will be asked for your name and phone number (or other identifying information) similar to filling out a speaker card so that you can be called on when it is your turn to speak.
 - You will be called upon during the comment section for the agenda item on which you wish to speak on. When it is your turn to speak, a staff member will unmute your phone or computer audio.
 - You will be able to speak to the Board for the allotted amount of time. Please be advised that all public comments must otherwise comply with our Public Comment Policy.
 - Once you have spoken, or the allotted time has run out, you will be muted during the meeting.

If unable to connect by Zoom or phone and you wish to make a comment, you may submit written comments during the meeting via email to: clerk@cleanpoweralliance.org.

While downloading the Zoom application may provide a better meeting experience, Zoom does not need to be installed on your computer to participate. After clicking the webinar link above, click “start from your browser.”

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 the Clerk of the Board at least two (2) working days before the meeting at clerk@cleanpoweralliance.org or (323) 640-7664. 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.

CALL TO ORDER AND ROLL CALL

GENERAL PUBLIC COMMENT

CONSENT AGENDA

1. Adopt Resolution 21-10-019 Finding the Continuing Need to Meet Via Teleconference Pursuant to Government Code Section 54953 (e)
2. Appointment of Susan Caputo as Interim Board Secretary and Raynette Tom as Alternate Interim Board Secretary
3. Approve Minutes from September 2, 2021, Board of Directors Meeting
4. Approve IT Security Audit Contract with Hutchinson and Bloodgood LLP for a Not-to-Exceed Amount of \$16,625
5. Receive and File Community Advisory Committee Monthly Report

REGULAR AGENDA

Action Item

6. Adopt Resolution 21-10-020 Approving and Adopting Bill Tariff Protection for Time of Use Default Rates

MANAGEMENT REPORT

COMMITTEE CHAIR UPDATES

Director Lindsey Horvath, Chair, Legislative & Regulatory Committee

Director Julian Gold, Chair, Finance Committee

Director Robert Parkhurst, Chair, Energy Planning & Resources Committee

BOARD MEMBER COMMENTS

REPORT FROM THE CHAIR

ADJOURN – NEXT REGULAR MEETING NOVEMBER 4, 2021

***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. Those documents are available for inspection online at www.cleanpoweralliance.org/agendas.*



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: Adopt Resolution 21-10-019 Finding the Continuing Need to Meet By Teleconference Pursuant To Government Code Section 54953 (e)

Date: October 7, 2021

RECOMMENDATION

Adopt Resolution 21-10-019 finding the continuing need to meet by teleconference pursuant to Government Code Section 54953 (e).

BACKGROUND/DISCUSSION

All meetings of the Board of Directors of Clean Power Alliance of Southern California are open and public as required by the Ralph M. Brown Act (“Brown Act”).

Due to the threat of COVID-19, on March 4, 2020, Governor Newsom proclaimed a State of Emergency to exist in California. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 temporarily suspending compliance with some Brown Act requirements and as a result, local officials were allowed to teleconference from locations, such as their homes, without needing to open these locations to members of the public.

On September 20, 2021, Governor Newsom signed AB 361 which would continue to allow meetings to be held under the modified teleconferencing rules if during a proclaimed state of emergency, the local agency finds that meeting in person would present imminent risks to the health or safety of attendees or if state or local officials have imposed or recommended measures to promote social distancing.

The State of Emergency declared by Gov. Newsom remains in effect and COVID-19 continues to pose a threat to the health and lives of the public. In particular, the Delta

variant is highly transmissible in indoor settings and breakthrough cases among vaccinated individuals are becoming more frequent.

Further, the County of Los Angeles officials recommend as best practices that people mask indoors, and for business operations to take steps to reduce crowding indoors and to physically distance from each other.¹

For these reasons, the recommended action is for the Board to adopt the attached Resolution 21-10-019 Finding the Continuing Need to Meet by Teleconference Pursuant to Government Code Section 54953(e).

This Resolution will authorize the Board to hold teleconference meetings within the requirements of AB 361 but does not prohibit the Board from holding in person meetings in the future.

If the Resolution is adopted, then CPA must follow the procedures set forth by AB 361, which include meeting procedures which CPA already follows (e.g., providing access to meeting via internet or call-in, ability to provide public comment in 'real time') and stopping a meeting in the event of disruption to the broadcast or CPA's ability to take public comment. The Board will need to make this type of finding every 30-days to continue to conduct teleconference meetings under AB 361.

ATTACHMENT

1. Resolution 21-10-019 Finding the Continuing Need to Meet by Teleconference.

¹ See <http://publichealth.lacounty.gov/acd/ncorona2019/BestPractices/>

RESOLUTION NO. 21-10-019

RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA FINDING THE CONTINUING NEED TO MEET BY TELECONFERENCE PURSUANT TO GOVERNMENT CODE SECTION 54953(e)

THE BOARD OF DIRECTORS OF CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA HEREBY RESOLVES AS FOLLOWS:

WHEREAS, all meetings of the Board Of Directors, the Executive Committee, the Energy, Finance, and Legislative and Regulatory Committee (“Three Standing Committees”), and the Community Advisory Committee (“CAC”) of Clean Power Alliance Of Southern California (“CPA”) are subject to the Ralph M. Brown Act (Cal. Gov. Code §§54950 – 54963) (“Brown Act”); and

WHEREAS, Government Code section 54953(e) of the Brown Act makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency as a result of the COVID-19 pandemic; and

WHEREAS, such State of Emergency due to COVID-19 remains in effect; and

WHEREAS, COVID-19 continues to threaten the health and lives of the public; and

WHEREAS, the Delta variant is highly transmissible in indoor settings and breakthrough cases of COVID-19 are becoming more frequent.

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

IT IS DETERMINED, AFFIRMED, AND ORDERED that due to COVID-19, holding in-person meetings of the Board of Directors, Executive Committee, Three Standing Committees, and CAC of CPA will present imminent risk to the health and safety to attendees.

IT IS FURTHER DETERMINED, AFFIRMED, AND ORDERED that meetings of the Board of Directors, Executive Committee, Three Standing Committees, and CAC of the CPA may continue to meet by teleconference in accordance with Government Code section 54953(e).

IT IS FURTHER DETERMINED, AFFIRMED, AND ORDERED that this Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (1) 30 days from the date of adoption of this Resolution, or (2) such time the

Board of Directors of the Clean Power Alliance of Southern California adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953, or (3) the Board of Directors of the Clean Power Alliance of Southern California adopts a Resolution rescinding this Resolution.

IT IS FURTHER DETERMINED, AFFIRMED, AND ORDERED that the approval of this Resolution is not a “project” under Section 21065 of the Public Resources Code and under California Environmental Quality Act (“CEQA”) Guidelines Sections 15378(a) and is exempt under CEQA Guidelines Section 15061(b)(3).

ADOPTED AND APPROVED this ____ day of _____ 2021.

Diana Mahmud, Chair

ATTEST:

Susan Caputo, Secretary



Staff Report – Agenda Item 2

To: Clean Power Alliance (CPA) Board of Directors
From: Nancy Whang, General Counsel
Approved by: Ted Bardacke, Executive Director
Subject: Interim Board Secretary (Clerk) Appointment
Date: October 7, 2021

RECOMMENDATION

Appoint Susan Caputo as the interim Board Secretary (Clerk) for each Board meeting where a permanent Board Secretary (Clerk) is unavailable and appoint Raynette Tom as alternate Board Secretary (Clerk) when Susan Caputo is not available.

REASON FOR RECOMMENDED ACTION

Gabriela Monzon resigned her position as Board Secretary (Board Clerk) effective September 6, 2021. In conformance with Joint Powers Agreement Section 5.2, the Board must appoint a Board Secretary who is responsible for keeping minutes and all other official records of the Authority.

Staff recommends appointing Susan Caputo as interim Board Secretary. Ms. Caputo previously served as the Deputy City Clerk for the City of Santa Clarita for 26 years and is currently serving as the interim Clerk of the Board for Clean Energy Alliance (CEA), a San Diego-area CCA. Ms. Caputo will be concurrently serving as the interim Board Clerk for CEA and CPA. In the event that Ms. Caputo is not available, staff recommends appointing Raynette Tom as alternate interim Board Secretary.

Staff is currently recruiting a permanent Board Secretary position and the appointment of that permanent position will be brought to the Board upon selection.

ATTACHMENTS

None.

MINUTES

REGULAR MEETING of the Board of Directors of the
Clean Power Alliance of Southern California
Thursday, September 2, 2021, 2:00 p.m.

The Board of Directors conducted this meeting in accordance with California Governor Newsom's Executive Order N-29-20 and COVID-19 pandemic protocols.

CALL TO ORDER & ROLL CALL

Chair Diana Mahmud called the meeting to order at 2:00 p.m. and Gabriela Monzon, Clerk of the Board, conducted roll call.

Roll Call				
1	Agoura Hills	Deborah Klein Lopez	Director	Remote
2	Alhambra	Jeff Maloney	Director	Remote
3	Arcadia	Sho Tay	Director	Remote
4	Beverly Hills	Julian Gold	Director	Remote
5	Calabasas	Mary Sue Maurer	Director	Remote
6	Camarillo	Susan Santangelo	Director	Remote
7	Carson	Cedric L. Hicks	Alternate	Remote
8	Claremont	Corey Calaycay	Director	Remote
9	Culver City	Daniel Lee	Director	Remote
10	Downey	Sean Ashton	Director	Remote
11	Hawaiian Gardens	Ramie L. Torres	Alternate	Remote
12	Hawthorne	Alex Monteiro	Director	Remote
13	Los Angeles County	Holly J. Mitchell Gary Gero	Alternate Alternate	Remote
14	Malibu	Steve Uhring	Alternate	Remote
15	Manhattan Beach	Hildy Stern	Director	Remote
16	Moorpark	Janice Parvin	Director	Remote
17	Ojai			Absent
18	Oxnard			Absent
19	Paramount	Vilma Cuellar Stallings	Director	Remote
20	Redondo Beach	Christian Horvath	Director	Remote

21	Rolling Hills Estates	Steve Zuckerman	Director	Remote
22	Santa Monica	Gleam Davis	Director	Remote
23	Sierra Madre	Robert Parkhurst	Director	Remote
24	Simi Valley	Ruth Luevanos	Director	Remote
25	South Pasadena	Diana Mahmud	Chair	Remote
26	Temple City	Fernando Vizcarra	Director	Remote
27	Thousand Oaks			Absent
28	City of Ventura	Joe Yahner	Alternate	Remote
29	Ventura County	Linda Parks	Vice Chair	Remote
30	West Hollywood	Lindsey Horvath	Director	Remote
31	Westlake Village	Kelly Honig	Director	Remote
32	Whittier	Vicki Smith	Alternate	Remote

All votes are unanimous unless otherwise stated.

GENERAL PUBLIC COMMENT

Jerilyn Lopez Mendoza provided public comment.

CONSENT AGENDA

1. Approve Minutes from August 5, 2021 Special Board of Directors Meeting
2. Approve Printing and Mailing Services Contract with Mellady Direct Marketing for a Not-to-Exceed Amount of \$1,000,000 (Revised)
3. Authorize the Executive Director to Execute Task Order No. 2 with Ascend Analytics for Mid-Term Reliability RFO Support Services
4. Receive and File Annual Electricity Usage by Jurisdiction
5. Receive and File Q2 Risk Management Team Report
6. Receive and File Q2 Communications Report

Motion: Director Horvath, Redondo Beach

Second: Director Gold, Beverly Hills

Vote: The consent agenda was approved by a roll call vote.

REGULAR AGENDA

7. Approve Power Purchase Agreement(s) and Authorize the Executive Director to Execute a 15-Year Renewable Power Purchase Agreement with Desert Quartzite, LLC and a 15-Year Renewable Power Purchase Agreement (PPA) with Radiant BMT, LLC

Natasha Keefer, Vice President, Power Supply, and Erik Nielsen, Sr. Manager, Structured Contracts, provided a presentation of the item. Staff discussed the status of RFOs underway, noting that CPA is seeking approval for two long-term renewable energy contracts, one from the 2020 Clean Energy RFO and one from

the 2020 DAC RFO. The 2020 Clean Energy RFO aims to secure 1.5-2 million of MWh of annual renewable energy which helps CPA meet its customer demand and its regulatory obligations. Staff reviewed CPA's renewable energy position, Desert Quartzite's valuation results, project rational, and evaluation summary, noting that the project scored high in the evaluation criteria and provided an early online date to meet SB 350 compliance. Additionally, staff described the DAC RFO, which would secure supply from small and mid-size local/regional projects. The Radiant Solar project is a 3 MW generating facility with reasonable evaluation criteria scores and makes progress towards filling CPA's DAC-GT program allocation.

CPA will soon launch three additional RFOs to: replace capacity from the retiring Diablo Canyon Power Plant; secure supply for the remaining program allocation for the Power Share program; and to move forward the Power Ready program.

Director Parkhurst, Chair of the Energy Committee, commended staff, noting that by the end of 2023, 55% of CPA's load will be served by Board-approved contracts. In response to questions about the impact of Diablo Canyon's retirement to CPA, staff noted that the final accounting methodology is pending at the CPUC to determine load serving entities' (LSEs) specific compliance requirements, however, CPA's solar + storage contracts place CPA close to meeting the full compliance mandate. Additionally, staff explained that the DAC-GT RFO fills program allocation from a CPUC-directed program for which CPA has a 12.19 MW allocation. In response to Director Mitchell's question, staff explained that the low number of local projects located in member counties is due to the land and development costs associated with development in our area, limited space in many communities, and some local ordinances making it challenging to develop such projects in areas where there is available land. For the Power Share program, CPA received three proposals, two of which are located in Los Angeles County. Responding to Chair Mahmud's question regarding the process for member agencies to participate in the Power Share Program, staff explained that member agencies can be both community sponsors and site hosts, giving them the opportunity to educate customers and host solar projects on agency facilities.

Motion: Director Parkhurst, Sierra Madre
Second: Director Horvath, West Hollywood
Vote: Item 7 was approved by a roll call vote.

8. Approve Agreement with AutoGrid Inc., for Demand Response (DR) Implementation Services

Jack Clark, Director of Customer Programs, provided a brief history of the item, program pillars, current state of the program, scalability plans, lessons learned and reviewed the solicitation and selection process. The pilot program launched in February 2020 for customer enrollment and staff has completed negotiations to bring a new contractor to implement the demand response (DR) program. There has been steady enrollment growth and CPA made a successful CAISO market bid of aggregated program load reduction that continues to bring in revenues from the five monthly DR "events."

CPA received five proposals in response to the Request for Proposals (RFP) for a DR implementer to scale the program. Based on staff's evaluation, including

interviews, cost, and quality of the proposals, staff selected AutoGrid, which has a powerful suite of proprietary distributed energy resources (DER) management software and has built technology partnerships with trade allies that can drive customer acquisition in CPA territory. AutoGrid will work to enroll 10,025 residential, commercial, industrial, and behavioral DR customers. Upon approval and execution of the contract, pre-launch activities will begin, including transitioning of existing pilot participants and program implementation planning.

In response to questions by Director Mitchell, Mr. Clark responded that there has been good participation and responsiveness from disadvantaged communities in the pilot and that there is more research being conducted by staff to encourage further participation from disadvantaged communities. The program is trying to create a structure that allows for more trade allies that meet standards on both technologies and business practices. Trade allies will help to scale out the program significantly through their strong customer acquisition processes. With regard to outreach to commercial customers, CPA aims to leverage its trade allies to do outreach, with hopes of reaching customers prior to installation of smart thermostat technologies, so customers can factor in the demand response component in their value proposition. Mr. Clark also noted that the military will be included in the outreach strategy, as suggested by Director Gold. Director Mitchell noted that there is a focus throughout LA County to reach out to those hard-to-reach communities.

Motion: Director Gold, Beverly Hills
Second: Director Horvath, Redondo Beach
Vote: Item 8 was approved by a roll call vote.

Chair Mahmud directed staff to reach out to SoCal Gas regarding their offering of free Honeywell smart thermostats and installations and explore Honeywell's participation in the Power Response DR program.

9. Adopt Resolution No. 21-09-018 Authorizing and Approving Entry into A Credit Agreement and Specified Related Agreements ("Agreements") with JPMorgan Chase Bank, and Delegating Authority to CPA Authorized Representatives to Execute and Deliver the Agreements

David McNeil, Chief Financial Officer, provided a review of the item, noting that following discussions with the Finance Committee, staff explored obtaining a larger credit facility to support an investment grade credit rating and provide additional liquidity. The proposed agreements with JP Morgan Chase Bank (JPM) would provide CPA with an \$80 million credit facility, support working capital needs, and increase liquidity. Proceeds from the loan can provide cash collateral to secure CPA's obligation under PPAs' or repay existing debt, with some limitations. Mr. McNeil explained that staff recommends the proposed agreements as the \$43 million increase in the size of the credit facility will add 21 days to the days-cash-on-hand ration as described in CPA's reserve policy; JPM has an investment grade rating; and will improve perception of CPA's financial strength, thereby lowering energy costs. The total estimated annual cost of the proposed agreements is \$390,000, and a one-time fee for legal services of \$37,500.

Director Lee commented on JPM's reputation as a large lender to the fossil fuel industry and asked what other options were explored for lenders. Mr. McNeil noted that CPA would consider banking relationships that share common goals with CPA

but that currently there are only three active lenders to CCAs and that JPM at this time provides the best value for CPA. Director Gold added that the lender, JPM, has a good reputation as it relates to credit agencies and launches CPA into the next level of operations with support from the Finance Committee. Vice Chair Parks expressed support for the new agreement as it is in keeping with CPA's demonstrated commitment to financial stability and fiscal conservatism. Director Parkhurst echoed support for the item and suggested that staff communicate to JPM the concerns raised with regard to their lending to the fossil fuel industry. Director Lindsey Horvath agreed with providing feedback to JPM and noted that the City of West Hollywood had gone through a process of looking at value-aligned banking relationships and that options were limited once a certain size was reached. Chair Mahmud requested that the motion to approve the credit agreement be accompanied by direction to staff to make JPM aware of concerns expressed by some Board members.

Motion: Director Calaycay, Claremont
Second: Director Gold, Beverly Hills
Vote: Item 9 was approved by a roll call vote, with an abstention from Director Luevanos, Simi Valley, related to JPM's reputation as a lender to fossil fuel industries.

MANAGEMENT REPORT

Mr. Bardacke reported that the State's utility bill forgiveness program is making progress towards implementation and therefore, staff found it prudent to delay implementation discussions of the recently approved collections policy. Customers in arrears after the State disburses utility bill assistance later this year will likely be automatically placed on a two-year payment plan.

Mr. Bardacke also highlighted the rebrand that CPA is going through, beginning with a website makeover, led by the External Affairs team; the successful launch of Ventura County's electric vehicle charging station infrastructure rebate program; and discussed staffing updates.

COMMITTEE CHAIR UPDATES

Director Parkhurst, Energy Committee Chair, stated that the Committee will work with staff in the upcoming release of RFOs and recognized the procurement staff for their work.

Director Horvath, Legislative & Regulatory Committee Chair, stated that September 3rd would be the last day to amend bills, and therefore, the committee is continuing its work in ensuring that the final state budget includes prioritization of clean energy issues that CPA cares about.

BOARD MEMBER COMMENTS

Directors Lopez and Maurer thanked staff, particularly Sherita Coffelt, Sr. Director of External Affairs, for her and staff's participation in City Council meetings and marketing materials to inform the community on the transition to 100% Green default rate.

REPORT FROM THE CHAIR

Chair Mahmud expressed well wishes for the departing Board Clerk, Gabriela Monzon.

ADJOURN

Chair Mahmud adjourned the meeting at 4:01 p.m.

DRAFT



Staff Report – Agenda Item 4

To: Clean Power Alliance (CPA) Board of Directors

From: Monique Edwards-Greer, Vice President, Technology, Data, and People

Approved By: Ted Bardacke, Executive Director

Subject: Approve IT Security Audit with Hutchinson and Bloodgood LLP

Date: October 7, 2021

RECOMMENDATION

Approve contract for IT Security Audit with Hutchinson and Bloodgood LLP with a not-to-exceed amount of \$16,650.

BACKGROUND

An Information Technology (IT) security audit of CPA's IT systems and processes is critical to CPA operation, compliance obligation, as well as ensuring the protection of confidential data. The IT security audit is intended to assess potential vulnerabilities and process improvements to maintain and protect sensitive data secured to industry standards. The audit will include a penetration test and will audit CPA's IT infrastructure, network, data storage, and policies and procedures. A report will be provided detailing potential weaknesses, vulnerabilities, and specific implementable recommendations for improvement. Conducting this audit would fulfil an obligation in CPA's Joint Powers Agreement that the Board direct an audit every three years. This audit is distinct from the annual fiscal audit.

DISCUSSION

In September 2021, staff conducted an informal bid process and obtained quotes for an Information Technology (IT) security audit of CPA's IT systems and processes. Staff met

with three consultants and following discussions with each consultant and the review of each proposal, staff is recommending the selection of Hutchinson and Bloodgood LLP. Hutchinson and Bloodgood LLP partnered with Abbott, Stringham & Lynch to conduct CPA's prior CPUC AMI Privacy and Data Protection Audit. Together Hutchinson and Bloodgood LLP and Abbott, Stringham & Lynch have completed sixteen CCA CPUC data privacy reviews in 2019, two CCA IT audits in 2021, seven System and Organization Controls (SOC) 2 examinations annually with a healthcare or finance focus, three community bank IT audits annually, and several independent cybersecurity reviews, as well as CPA's Power Source Disclosure Program and Green-e Annual Verification Process audits.

The recommended action approves the scope and authorizes the contract with Hutchinson and Bloodgood LLP effective October 7, 2021. The primary components to be included in the scope of this contract include:

- Control Framework Selection and Evaluation to evaluate findings and recommendations from previous IT related audits to ensure previous findings were remediated or planned for remediation. A customized control framework based on NIST CSF v1.1, CPUC requirements, interviews, observations, and artifacts will be utilized to identify any gaps.
- Information Security Program Evaluation to evaluate the overall information security program architecture and to identify any gaps in the control environment relative to the NIST CSF v1.1 control framework and industry best practices. Control environments such as logical and physical access, system operations, endpoint security, wired and wireless network security, firewall rules and configurations, incident response, and security awareness training will be evaluated.
- Business Continuity / Disaster Recovery / Incident Response Evaluation to evaluate the business continuity plan (BCP), disaster recovery plan (DRP), and incident response plan (IRP) relative to business requirements, the NIST CSF v1.1 control framework, and industry best-practices.

- Data Classification and Governance to obtain an understanding of the data security strategy, verify the alignment and enforcement management, and evaluate key systems for storage and transmission of personally identifiable information (PII) or other sensitive data.
- Risk Assessment and Management Practices to evaluate current risk assessment processes, existing documentation, reconcile risk assessment documentation based on the NIST CSF v1.1 control framework selection.
- Penetration Test to evaluate the information that can be gathered and whether staff are vulnerable to phishing, spear phishing, voice phishing, and other technology-based methods of attack. Local devices, wireless networks, and other items on the trusted side of the firewall will also be evaluated.
- Vulnerability Assessment and System Architecture to identify the threats and risks presented to CPA through the completion of external and internal vulnerability, network security, operating system, firewall, and active directory assessments, including an evaluation of the adequacy and accuracy of the network architecture relevant to current industry best-practices for security, availability, and continuity.
- Final Deliverables including high-level management and technical summaries, raw scan results, prioritized action plans, updated government, risk, and compliance documentation, a list of technical remediations, and recommendation to establish new or modify existing policies.

FISCAL IMPACT

Funds for IT Security audit are included in the Board approved FY 2021/2022 Budget.

ATTACHMENT

1. IT Security Audit Agreement with Hutchinson and Bloodgood LLP

Clean Power Alliance of Southern California

This Professional Services Agreement (this “Agreement”), dated and effective as of October 7, 2021 (the “Effective Date”), is made by and between:

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA (“CPA”), and

HUTCHINSON AND BLOODGOOD LLP (“Contractor”).

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

RECITALS

WHEREAS, CPA may contract with a provider for information technology audit and assessment services;

WHEREAS, CPA conducted an Informal Bid Process and CPA selected Contractor because Contractor has the expertise and experience to provide the specified services to CPA and offered CPA the Best Value;

WHEREAS, Contractor desires to provide these specified services to CPA;

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which Contractor shall provide services to the CPA;

NOW, THEREFORE, it is agreed based on the consideration set forth below by the Parties to this Agreement as follows:

AGREEMENT

1. Definitions

- a. The definition of “Confidential Information” is set forth in paragraph 10.b. of this Agreement.
- b. “CPA Data” shall mean all data gathered or created by Contractor in the performance of the Services pursuant to this Agreement, including any customer or customer-related data.
- c. “CPA Information” shall mean all confidential, proprietary, or sensitive information provided by CPA to Contractor in connection with this Agreement.
- d. “CPA Materials” shall mean all finished or unfinished content, writing and design of materials but not limited to messaging, design, personalization, or other materials, reports, plans, studies, documents and other writings prepared by Contractor, its officers, employees and agents for CPA for the performance of, the purpose of, or in the course of implementing this Agreement.

- e. “CPA Product” includes collectively CPA Data, CPA Information, and CPA Materials.
- f. “Services” shall mean the scope of work Contractor provides to CPA as specified in Exhibit A.

2. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Scope of Work
Exhibit B – Reserved
Exhibit C – Payments and Rates
Exhibit D – Assessment Framework

Should a conflict arise between language in the body of this Agreement and any exhibit or attachment to this Agreement, the language in the body of this Agreement controls, followed by Exhibit A, B, C, and D in that order.

3. Services to be Performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit C, Contractor shall perform services for CPA in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A (“Services”).

4. Compensation

CPA agrees to compensate Contractor as specified in Exhibit C:

- a. In consideration of the Services provided by Contractor in accordance with all terms, conditions and specifications set forth in this Agreement and Exhibit A, CPA shall make payment to Contractor based on a fixed fee basis and in the manner specified in Exhibit C.
- b. Unless otherwise indicated in Exhibit C, Contractor shall invoice CPA monthly to accountspayable@cleanpoweralliance.org for all compensation related to Services performed during the previous month. Payments shall be due within fifteen (15) calendar days after the date the invoice is submitted to CPA at the specified email address. All payments must be made in U.S. dollars.

5. Term

Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be one (1) year from the Effective Date (“Initial Term”).

6. Termination

- a. Termination for Convenience. CPA may terminate the Agreement in accordance with this paragraph in whole, or from time to time in part, whenever CPA determines that termination is in CPA’s best interests. A termination for

convenience, in part or in whole, shall take effect by CPA delivering to Contractor, at least thirty (30) calendar days prior to the effective date of the termination or prior to a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

If the termination for convenience is partial, Contractor may submit to CPA a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. CPA may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of CPA and Contractor to agree upon amount or amounts to be paid to Contractor for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit CPA's rights and remedies at law.

- b. Termination for Default. If Contractor fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or law which applies to its performance herein and such default continues uncured for thirty (30) calendar days after written notice is given to Contractor, CPA may terminate this Agreement by giving five (5) business days' written notice. If Contractor requires more than thirty (30) calendar days to cure, then CPA may, at its sole discretion, authorize additional time as may reasonably be required to effect such cure provided that Contractor diligently and continuously pursues such cure.
- c. [Termination for Lack of Third-Party Funding. CPA may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.]
- d. Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (i) Contractor may immediately cease providing Services in its entirety or if a termination to a part of the Agreement, cease providing the Services that have been terminated; (ii) any and all payment obligations of CPA under this Agreement will become due immediately except any equitable adjustment pursuant to Paragraph 5(a); (iii) promptly transfer title and deliver to CPA all CPA Product or any work in progress pursuant to this Agreement; and (iv) each Party will promptly either return or destroy (as directed by the other Party) all Confidential Information of the other Party in its possession as well as any other materials or information of the other Party in its possession.

Upon such expiration or termination, and upon request of CPA, Contractor shall reasonably cooperate with CPA to ensure a prompt and efficient transfer of all data, documents and other materials to CPA in a manner such as to minimize the impact of expiration or termination on CPA's customers.

7. Contract Materials

CPA owns all right, title and interest in and to all CPA Materials and CPA Data. Upon the expiration of this Agreement, or in the event of termination, CPA Materials and all CPA Information, in whatever form and in any state of completion, shall remain the

property of CPA and shall be promptly returned to CPA. Upon termination, Contractor may make and retain a copy of such Contract Materials if required by law or pursuant to the Contractor's reasonable document retention or destruction policies.

8. Payments of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required for it to provide the Services to be performed under this Agreement at Contractor's own expense prior to commencement of the Services.

9. No Recourse against Constituent Members

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 constitute 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.

10. Confidential Information

- a. Duty to Maintain Confidentiality. Contractor agrees that Contractor will hold all Confidential Information in confidence, and will not divulge, disclose, or directly or indirectly use, copy, digest, or summarize, any Confidential Information unless necessary to comply with any applicable law, regulation, or in connection with any court or regulatory proceeding applicable in which case, any disclosure shall be subject to this paragraph 10.c. and d., below
- b. Definition of "Confidential Information". The following constitutes "Confidential Information," whether oral or written: (a) the terms and conditions of, and proposals and negotiations related to, this Agreement, (b) information, in whatever form, that CPA shares with Contractor in the course and scope of this Agreement, or (c) information that either Contractor stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other.

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

Confidential Information provided by Contractor; or (5) information that is approved for release in writing by Contractor.

- c. California Public Records Act. The Parties acknowledge and agree that the Agreement including but not limited to any communication or information exchanged between the Parties, any deliverable, or work product are subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). In order to designate information as confidential, the Disclosing Party must clearly stamp and identify the specific portion of the material designated with the word "Confidential." The Parties agree not to over-designate material as Confidential Information. Over-designation includes stamping whole agreements, entire pages or series of pages as "Confidential" that clearly contain information that is not Confidential Information.
- d. Third Party Request for Confidential Information. Upon request or demand of any third person or entity not a Party hereto pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information ("Requested Confidential Information"), CPA will as soon as practical notify Contractor in writing via email that such request has been made. CPA will be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release to the third party of the Confidential Information designated by Contractor. If Contractor takes no such action after receiving the foregoing notice from CPA, CPA shall, at its discretion, be permitted to comply with the third party's request or demand and is not required to defend against it. If Contractor does take or attempt to take such action, Contractor agrees to indemnify and hold harmless CPA, its officers, directors, employees and agents ("CPA Indemnified Parties"), from any claims, liability, award of attorneys' fees, or damages, and to defend any action, claim or lawsuit brought against any of CPA Indemnified Parties for Contractor's attempt to prevent disclosure or CPA's refusal to disclose any Confidential Information.

11. Insurance

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to CPA within 10 business days after the Agreement is fully executed. The general liability policy shall be endorsed naming Clean Power Alliance of Southern California and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to CPA prior to commencement of work and maintained throughout the Term and any Renewal Term. Each certificate shall provide for thirty (30) days advance written notice to CPA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph (d) below which may be provided on a claims-made basis consistent with the criteria noted therein.

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

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

a. General Liability

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million (\$1,000,000.00) with a two million dollar (\$2,000,000.00) aggregate limit. CPA shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

b. Auto Liability

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

c. Workers' Compensation

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

d. Professional Liability Insurance

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000.00 per incident. If the deductible or self-insured retention amount exceeds \$100,000.00, CPA may ask for evidence that Contractor has segregated amounts in a special insurance reserve fund or Contractor's general insurance reserves are adequate to provide the necessary coverage and CPA may conclusively rely thereon.

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

12. Indemnification

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

13. Independent Contractor

- a. Contractor acknowledges that Contractor, its officers, employees, or agents will not be deemed to be an employee of CPA for any purpose whatsoever, including, but not limited to: (i) eligibility for inclusion in any retirement or pension plan that may be provided to employees of Contractor; (ii) sick pay; (iii) paid non-working holidays; (iv) paid vacations or personal leave days; (v) participation in any plan or program offering life, accident, or health insurance for employees of Contractor; (vi) participation in any medical reimbursement plan; or (vii) any other fringe benefit plan that may be provided for employees of Contractor.
- b. Contractor declares that Contractor will comply with all federal, state, and local laws regarding registrations, authorizations, reports, business permits, and licenses that may be required to carry out the work to be performed under this Agreement. Contractor agrees to provide CPA with copies of any registrations or filings made in connection with the work to be performed under this Agreement.

14. Compliance with Applicable Laws

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

15. Nondiscriminatory Employment

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

16. Work Product

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

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when **both**: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of CPA, to:

Name/Title: Theodore Bardacke, Executive Director
Address: 801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Telephone: (213) 269-5890
Email: tbardacke@cleanpoweralliance.org

In the case of Contractor, to:

Name/Title: Christopher White, Partner
Address: 550 N. Brand Blvd., Floor 14
Glendale, CA 91203
Telephone: (818) 254-7775
Email: cwhite@hbllp.com

18. Assignment

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

19. Subcontracting

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

20. Retention of Records and Audit Provision

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

21. Conflict of Interest

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

22. Publicity

Contractor shall not issue a press release or any public statement regarding the Agreement, Services contemplated by this Agreement, or any other related transaction unless CPA has agreed in writing the contents of any such public statement.

23. Governing Law, Jurisdiction, and Venue

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

the County of Los Angeles.

24. Amendments

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

25. Severability

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

26. Complete Agreement

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

27. Counterparts

This Agreement may be executed in one or more counterparts, including facsimile(s), emails, or electronic signatures, each of which shall be deemed an original and all of which together will constitute one and the same instrument

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

Hutchinson and Bloodgood LLC

Clean Power Alliance of Southern California

By: Christopher White
Title: Partner

By: Theodore Bardacke
Title: Executive Director

Exhibit A – Scope of Work

PROJECT TASKS AND DELIVERABLES

Contractor will be responsible for conducting a total and holistic review and audit of CPA's information technology ("IT") and security.

Contractor must account for the following tasks and all tasks must be completed by December 31, 2021:

1. Task #1: Create a control assessment leveraging the National Institute of Standards and Technology ("NIST") Cybersecurity Framework ("CSF") v1.1 framework in conjunction with California Public Utilities Commission ("CPUC") Decision 12-08-045 and other organizational grades.
2. Task #2: Work with CPA to complete the customized assessment, gathering appropriate artifacts to evaluate control design and effectiveness, identifying any gaps, and providing remediation guidance to satisfy the selected control frameworks. The assessment shall follow the framework set forth in Attachment D (Assessment Framework).
3. Task #3: Provide CPA with a customized audit appliance for running the necessary technical scans and information security tools for on-premises infrastructure and request access to existing on-premises and cloud systems where necessary.
4. Task #4: Work with CPA on identifying areas for immediate remediation and re-testing (such as vulnerabilities that can be patched or simple configuration changes) and identifying longer-term strategic plans (such as implementation of an authentication security measure that could affect CPA end users, customers, or partners).
5. Task #5: Review, validate, update current, and/or recommend new IT-related policies-and-procedures. This will take into account NIST CSF best-practices, control changes based-upon audit remediation, planned system adjustments, or other items discovered during the course of the audit. Recommended language and/or templates will be provided for any policy adjustments.
6. Task #6: Provide a final IT report and documentation after the discussion, follow-up, and re-test period, including:
 - a. Management-oriented report with high-level summaries, prioritized action plan, and helpful graphics for visualizing overall cybersecurity health.
 - b. Technical-oriented report with prioritized action plan, list of technical remediations, and raw scan results.
 - c. Updated government, risk, and compliance documentation including, but not limited to:
 - i. Gap analysis between CPA current environment and customized control framework.

- ii. Control matrix for selected framework(s) with references to rules and regulations where necessary.
- iii. Updated risk assessment and related documentation.

Deliverables for Project Tasks: Completion of the IT review and audit Services set forth above.

Exhibit B – Intentionally Left Blank

Exhibit C – Compensation

Contract (Task) Item	Estimated Completion Date	Not to Exceed Amount
Task #1, create a control assessment	October 15, 2021	\$2,040
Task #2, finalize the control assessment	October 31, 2021	\$2,040
Task #3, provide a customized audit appliance and begin running scans	October 15, 2021	\$4,080
Task #4, identify areas for immediate remediation, re-testing, and follow-up	November 31, 2021	\$4,080
Task #5, review of IT policies and procedures	October 31, 2021	\$2,195
Task #6, provide a final IT report and documentation	December 15, 2021	\$2,190
TOTAL Program Costs		\$16,625

Contractor shall invoice CPA no more than \$16,625 upon completion of all Tasks, including Deliverables (on or around December 15, 2021).

Exhibit D – Assessment Framework

Control Framework Selection and Evaluation

- Evaluate the previous two-years IT audits for findings and recommendations
- Determine where previous findings and recommendations were remediated or planned for remediation
- Create the customized control framework based on NIST CSF v1.1, CPUC requirements, and other items as determined by CPA.
- Using a customized assessment, interviews and observations, and artifacts (documents, screenshots, logs, etc.) provided by CPA, evaluate CPA's compliance with the selected framework and identify any gaps.

Information Security Program Evaluation

- Evaluate the overall information security program architecture from both a design and technical standpoint.
- Identify any gaps in the control environment relative to the selected control framework and/or industry best-practices.
- Evaluate whether CPA policies, procedures, and related documentation support the control environment and are in-line with current industry best-practices.
- Evaluate whether the technical implementation of information security controls matches and supports the documented control environment.
 - Logical and Physical Access - user provisioning and permissions, password policies, etc.
 - System Operations – ongoing monitoring and management of IT assets
 - Endpoint Security – anti-malware/anti-spyware, Microsoft and third-party patching, device control
 - Wired Network Security – network segmentation, network access control (NAC), network security
 - Wireless Network Security – network segmentation, encryption, guest access, security
 - Edge Security – firewall/IDS/IPS rules, policies, and service configuration including content-filtering, gateway AV, DNS filtering, etc.
 - Change Management – software development lifecycle, bug tracking, segregation of duties, segregation of test/dev/qa assets, access to code promotion
 - Incident Response – are appropriate logs maintained and available to support incident response efforts
 - Security Awareness Training – frequency of training, tracking of results, providing additional reinforcement when necessary.

Business Continuity / Disaster Recovery / Incident Response Evaluation

- Evaluate the business continuity plan (BCP), disaster recovery plan (DRP), and incident response plan (IRP) relative to business requirements, selected control framework(s), and industry best-practices.
- Evaluate the technical implementation of the BCP, DR, and IRP plans relative to the documented controls.
- Evaluate the most recent tests of BCP, DR, and IRP plans.

Data Classification and Governance

- Obtain an understanding of the data security strategy.
- Verify data security strategy is aligned with the data security strategy and selected control framework(s).
- Verify data security strategy is technically managed and enforced correctly
- Evaluate oversight of user and system access to data locations relative to their classifications.
- Evaluate key systems for storage and transmission of personally identifiable information (PII) or other sensitive data.

Risk Assessment and Management Practices

- Evaluate the current risk assessment processes and existing documentation
- Reconcile risk assessment documentation with the control framework selection and technical control implementations
- Evaluate current risk management assessment tools.

Penetration Test

- Assume the perspective of an external entity and approach the IT environment and applications as a malicious actor would.
- Conduct cyberattack foot printing to evaluate the information that can be gathered and whether it triggers monitoring or other incident response systems.
- Conduct social engineering assessments to determine whether staff are vulnerable to phishing, spear phishing, voice phishing, and other technology-based methods of attack.
- Use the information gathered during foot printing to attempt to breach logical or physical assets such as firewalls and applications or gaining access to a facility.
- After approaching the network from the perspective of an external entity, we will assume the perspective of someone with existing access to the network to evaluate local devices, wireless networks, and other items on the trusted side of the firewall.

Vulnerability Assessment and System Architecture

- Identify the threats and risks presented to CPA through the completion of external and internal vulnerability, network security, operating system, firewall, and active directory assessments. Automated and manual tools will be used to review items including, but not limited to:
 - Active Directory configuration and health
 - Active Directory user account and passwords
 - Active Directory permissions
 - File share and NTFS permissions
 - PII/CPUC data storage
 - Microsoft and Third-Party Patching
 - Endpoint Security and Encryption
 - Protection of Local Administrator Accounts
 - Firewall, router, and switch configurations
 - Cloud application (Office 365, AWS, Azure, etc.) security if used
- Evaluate the adequacy and accuracy of the network architecture relevant to current industry best-practices for security, availability, and continuity.

Scan Types

During our review, we evaluate specific areas of your information technology environment using a diverse toolset. The tools are designed to be non-intrusive and do not install additional software on your equipment or modify your configurations. Some tools deploy a small run-time agent using the credentials provided to us. The list below defines the typical scans used during an engagement but is not all-inclusive. Your engagement may focus more heavily on a specific area requiring additional toolsets (PCI, HIPAA, SOX, etc.).

- **Active Directory**
 - The active directory (AD) scanners examine your fundamental domain structures such as functional levels and replication, user accounts, computer accounts, security groups, group policies (GPO), password strength, and underlying configuration items. The purpose of this scan is to evaluate the effectiveness of controls around user provisioning/de-provisioning, user access and authentication, AD security policies, and overall directory health.
- **Breach Evaluation**
 - These tools compare your existing e-mail addresses, account names, and password hashes to public data breach lists and commonly used password dictionaries. While they do NOT determine actual passwords, they do indicate whether users have easy-to-guess passwords or were included in publicly disclosed breach.
- **Phishing Test**
 - Phishing tests are conducted to evaluate the effectiveness of your mail security platform and likelihood employees will click on phishing e-mails. Detailed analytics are provided employee behavior if and when they click on a link or open an attachment. This test is run twice: once to evaluate your e-mail security system by determining what messages bypass your e-mail security system and once with the testing service whitelisted to evaluate the behavior of your employees.
- **Network Permissions**
 - These tests evaluate items like local administrator accounts, authenticated and unauthenticated resource availability, and file sharing permissions including NTFS permissions. Like the AD scanner, it is read-only and its purpose is to evaluate the controls around user access and share configuration.
- **Network Device Discovery**
 - The network device discovery scanner uses network probes to determine what devices are on the network and further evaluate them using protocols like WMI and SNMP. This scan generates some traffic and can cause devices with poorly written SNMP stacks to behave strangely. The most common devices negatively affected are tape autoloaders, older printers (2007 and earlier), and third-party print servers (Hawking, Linksys, etc.).
- **Endpoint Security**
 - The endpoint security scanner uses WMI in conjunction with run-time agents to pull software inventory and other information from Windows devices using the engagement credentials. It is not resource intensive, but workstations with limited resources (<3gb RAM) may notice some slowness. This helps identify whether your endpoint security products are installed and up-to-date, whether you may have unauthorized applications or malware installed, whether your patch management is functioning correctly, etc.
- **Internal/External Vulnerabilities**
 - The vulnerability scanner actively probes all external (websites, public IP addresses) and internal (servers, workstations, and network devices) assets for known vulnerabilities. Like the network device discovery scan, some older devices or those with poorly written firmware may react negatively to the scan. Similarly, under-provisioned switches or firewalls with small buffers may experience slowdowns. This scan is the longest and can easily take 3-6 hours for a densely populated subnet. The goal of this scan is to identify known vulnerabilities and prioritize them based on risk so remediation can be appropriately targeted.
- **Personally Identifiable Information (PII)/Personal Health Information (PHI)**
 - The PII/PHI scanner uses a parsing-engine to examine files for information such as social security numbers (SSN), credit card numbers, driver's license numbers, medical terminology, and other information.
- **Firewall Configuration**
 - A copy of your firewall(s) configuration file is processed by an offline scanner for common misconfigurations, unintentional privilege elevations, out-of-date firmware, missing licensing, etc.
- **Office 365 Configuration**
 - A combination of tools and manual review evaluates your Office 365 tenant security configuration for comparison against best-practices. This includes Exchange Online, SharePoint/OneDrive, Azure AD, and shared components.



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) Report
Date: October 7, 2021

RECOMMENDATION

Receive and file.

AUGUST MEETING REPORT

At the August meeting, the CAC received an update and a presentation on the Power Response program and the legislative and regulatory priorities. In addition, Executive Director Ted Bardacke and Senior Director of External Affairs Sherita Coffelt highlighted outreach efforts and engagement in coordination with member agencies that are undergoing a default change to 100% Green, as well as the upcoming new efforts related to the lifting of the COVID-19 moratorium on electricity disconnections.

Director of Regulatory Affairs, CC Song and Policy Director, Gina Goodhill presented updates on the energy market and CPUC priorities on resilience and goals for the state. Customer Programs Manager Tyler Aguirre provided an update and presentation on the Power Response Pilot Program. During the discussion, the CAC requested that staff focus on customer segment targeting, emerging technologies, and communicating program benefits.

CAC 2021 Retreat

Beginning in June 2020, at the request of CAC members, staff conducted a series of three visioning sessions with the CAC Chair and Vice Chairs aimed at setting CAC priorities

and expectations for 2020-2021. CAC members shared individual and regional perspectives reflecting the priorities of their respective communities.

Staff synthesized input into a workplan framework adopted by the CAC in September 2020. The CAC requested that after the first year, a retreat for CAC members should be held to revisit the workplan, allow interaction with each sub-region representative, discuss programs, and any key items. Staff is currently working to host this retreat in early November. Based on discussions with the CAC Chair and Vice Chairs, staff developed a draft agenda for this event (attached).

ATTACHMENTS

- 1) CAC Meeting Attendance
- 2) CAC Draft Retreat Agenda
- 3) Adopted CAC Workplan (for reference only)

Community Advisory Committee Attendance										
2021										
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct
East Ventura/West LA County										
Angus Simmons (Vice Chair)	✓	✓	✓	✓	✓	✓	✓	✓		
Jennifer Burke	✓	✓	✓	A	✓	✓	✓	✓		
Debbie West			✓	✓	✓	✓	✓	✓		
San Gabriel Valley										
Richard Tom	✓	✓	✓	✓	✓	✓	✓	✓		
Kim Luu		✓		✓	✓	✓	✓	✓		
West/Unincorporated Ventura County										
Lucas Zucker	A	A	A	A	A	A	✓	✓		
Vern Novstrup			✓	✓	✓	✓	✓	✓		
South Bay										
David Lesser	✓	✓	✓	✓	✓	✓	✓	✓		
Emmitt Hayes	✓	✓	✓	✓	A	✓	✓	✓		
Gateway Cities										
Jaime Lopez	✓	✓	A	✓	✓	A	A	✓		
Genaro Bugarin	✓	✓	✓	✓	✓	✓	✓	✓		
Westside										
Cris Gutierrez	✓	✓	✓	✓	✓	✓	✓	✓		
David Haake (Chair)	✓	✓	A	✓	✓	✓	✓	✓		
Unincorporated LA County										
Neil Fromer	✓	✓	✓	✓	✓	A	✓	✓		
Kristie Hernandez	✓	✓	✓	✓	✓	✓	A	✓		

Major Action Items and Presentations

January

Executive Director Update
 Power Share Program Update
 Reserve Policy Amendment

February

Executive Director Update
 CALeVIP Update
 2021 Legislative Priorities Preview

March

Vice Chair Nominations
 2021 Energy Portfolio Mix and
 Rate Scenarios
 2021 CPA Lobby Day Update

April

Vice Chair Election
 2021 Rate Setting Options
 FY 2021/2022 Budget Priorities

May

Power Share CS-GT RFO
 Rate Change Communication Strategy

June

DEI Planning Update
 Legislative Update

July

Net Energy Metering 3.0

August

Legislative and Regulatory Update
 Power Response Update

September (Dark)



Community Advisory Committee

2021 Retreat

DATE TBD | 2:00 PM - 5:30 PM

-
- 2:00 PM **Call to Order/Public Comments**
Community Outreach Manager Christian Cruz
- 2:05 PM **Welcoming Remarks** (15 min)
CPA Board Chair Diana Mahmud, CAC Chair David Haake
- 2: 20 PM **Paths to 100% Renewable and Carbon Free Energy** (40 min)
Executive Director Ted Bardacke
Portfolio Manager Ted Tardif
- 3: 00 PM **Break Out Session: Leveraging Networks, Advocacy, and Empowering CAC Members** (40 min)
Policy Director Gina Goodhill
Senior Advisor for Strategy Karen Schmidt
- 3:40 PM **Report Out** (10 min)
- 3:50PM **CPA Diversity, Equity, and Inclusion Plan: Next Steps** (40 min)
Senior Advisor for Strategy Karen Schmidt
- 4:30 PM **Break** (10 min)
- 4:40 PM **2021-2022 Workplan: Key Accomplishments and the Path Forward** (40 min)
- 5:20 PM **Closing Remarks**
Senior Director, External Affairs Sherita Coffelt
- 5:30 PM **Adjourn**

Clean Power Alliance of Southern California Community Advisory Committee 2020-21 Workplan

Adopted September 17, 2020

Clean Power Alliance (CPA) believes in a clean energy future that is local, where communities are empowered, and customers are given a choice about the source of their energy. We are Southern California's locally operated electricity provider across Los Angeles and Ventura counties, offering clean renewable energy at competitive rates.

In furtherance of its mission and goals, CPA's Joint Powers Agreement establishes a Community Advisory Committee (CAC) to provide a venue for ongoing community support and engagement in the policy direction of the organization.

The CAC is comprised of a total of 15 members representing customers or key stakeholders residing or working in seven (7) geographical regions comprising CPA's service territory, as follows:

- A. Three (3) members from the East Ventura/West Los Angeles County Region.
- B. Two (2) members from the West/Unincorporated Ventura County.
- C. Two (2) members from the Westside region in Los Angeles County.
- D. Two (2) members from the South Bay region in Los Angeles County.
- E. Two (2) members from the Gateway Cities region in Los Angeles County.
- F. Two (2) members from the San Gabriel Valley region in Los Angeles County.
- G. Two (2) members from the Unincorporated Los Angeles County.

In 2020, the CAC undertook a visioning process to identify priority issues and activities for 2020-2021. This process resulted in development of the 2020-2021 CAC work plan. The work plan is intended to guide CAC member activities over the coming year and serve as a tool for CAC, CPA staff, and CPA Board communication, collaboration, and impact assessment. It will also inform the development of more detailed individual CAC member and region-specific objectives and work plans for this time period. The work plan organizes CAC-related activities into three categories: 1) CPA Commitments to Support the CAC; 2) CAC Member Commitments; and 3) Opportunities for Expanded CAC Engagement; and outlines planned activities and timelines for each.

1. CPA Commitments to Support the CAC

- Present key CPA Board items to the CAC for review and input in advance of Board decision making, including:
 - Long-term clean energy/storage requests for offers (RFOs)
 - Rate setting
 - Legislative and regulatory platforms
 - Annual budget and budget amendments
 - Local program design and evaluation
 - Workforce development
- Support CAC chair, co-chairs, and individual members in development of individual and region-specific objectives and work plans
- Support the convening of CAC working groups as needed to define 2021 objectives and activities for priority topics/initiatives identified in the CAC work plan

- Develop and deliver targeted educational materials and trainings for CAC members including an orientation manual and video tutorials on CPA and energy topics
- Develop CAC master list of community/stakeholder groups and contacts with input from CAC members
- Facilitate communication and alignment between the CAC and the Board of Directors.

2. CAC Member Commitments

- Solicit stakeholder input as needed and provide input and feedback to the CPA Board on key policy and planning topics, including:
 - Long-term clean energy/storage requests for offers (RFOs)
 - Legislative and regulatory platforms
 - Rate setting
 - Annual budget and budget amendments
 - Local program design and evaluation
 - Workforce development
- Work with CAC co-chairs and CPA staff to develop individual member and region-specific objectives and work plans
- Participate in CPA-organized outreach activities in their respective region (e.g., Earth Day events)
- Build relationships with community leaders and organizations in impacted and hard to reach communities
- Follow CPA on social media and engage as needed/appropriate to raise awareness of CPA in community and region
- Respond to community questions/comments and alert CPA staff to community commentary that may warrant staff engagement
- Engage in CAC trainings and review of CAC materials
- Work with staff to identify community stakeholders in all regions and provide contact lists for development of master CAC list
- Convene a working group on community outreach/education to identify objectives and activities for 2021
- Participate in annual CAC retreat to establish 2021-2022 goals and priorities.

3. Opportunities for Expanded CAC Engagement

Beyond the minimum and ongoing commitments listed in the sections above, CAC members identified the following priorities for deeper engagement in 2020-2021:

- Education on CPA, energy, and climate issues in partnership with K-12 institutions and youth organizations
- Addressing community resilience needs and opportunities around demand response
- Developing a list of current green energy jobs and promoting them through various platforms.

CAC co-chairs and CPA staff will work with CAC members to convene working group(s) as needed starting in Q4 2020 to develop specific objectives and work plans for each of the priority areas identified above and bring recommendations back to the full CAC for review. Potential activities to be detailed in the workplans may include:

- Pursue deeper and/or more frequent engagement with Board on key topics:
 - Provide regular (quarterly, semi-annual or annual) reports to Board members in their region
 - Help organize meetings with community stakeholders and/or elected officials in their region to solicit input on specific topics or issues

- Research and develop recommendations to the Board on key items of interest (e.g., metrics on workforce development or program impact, legislation, CPUC hearings)
- Pursue deeper and/or broader community engagement
 - Recruit and partner with educational institutions, community organizations, interns or volunteers on specific projects or campaigns (e.g., an “opt up” social media campaign, a series of local program enrollment events)
 - Actively post about CPA on social media and write op-eds or letters to the editors
 - Work with CPA staff to develop and communicate key metrics on CPA programs and impacts

The CAC will review and modify this work plan as needed based on evolving CPA needs, community priorities, and Board recommendations and requests.



Staff Report – Agenda Item 6

To: Clean Power Alliance (CPA) Board of Directors

From: Karen Schmidt, Senior Advisor, Strategy

Approved by: Ted Bardacke, Executive Director

Subject: Residential Time of Use Default Transition and Bill Protection Tariff

Date: October 7, 2021

RECOMMENDATION

Adopt Resolution 21-10-020 approving the Residential Time of Use (“TOU”) Bill Protection Tariff.

SUMMARY

On January 9, 2020, the CPA Board adopted Resolution 20-01-001 approving CPA’s approach to the default of residential customers to time of use (TOU) rates. Per the Board’s resolution, residential customers will be defaulted to TOU generation rates concurrent with SCE’s transition of CPA customers to TOU distribution rates starting in November 2021, with the bulk of CPA residential customers transitioning in February and March 2022. Customers will be able to opt-out of CPA’s default TOU generation rates and remain on flat rates. Also per the Board resolution, CPA will provide bill protection to eligible customers for the first 12 months following customers’ transition to TOU rates. The proposed Residential TOU Bill Protection Tariff details the terms and conditions under which eligible customers will receive CPA’s TOU bill protection. CPA Staff are coordinating with SCE to educate customers about the TOU default change, bill protection, and how customers can save money on their electric bills, support a cleaner environment and contribute to grid resiliency by reducing peak-time electricity use.

BACKGROUND

Statewide Residential TOU Default Transition

Per state law, California's Investor Owned Utilities (IOUs) began transitioning eligible residential customers¹ to default TOU rates in October of 2020 and will continue to do so through 2022. Currently most residential customers take service on flat rates which do not vary by time of day. TOU rates, by contrast, are higher during the hours when electricity is typically most expensive, providing customers with a price signal to reduce consumption during those hours of peak demand.

If customers respond to these price signals, the benefits of TOU rates can include:

- Load shifting to daytime hours when solar generation is plentiful.
- Reduced system capacity needs and Resource Adequacy costs.
- Greenhouse gas (GHG) emissions reductions and local air quality improvements through reduced use of gas-fired generation during evening peak hours.
- Improved price signals for distributed energy resources such as solar PV and energy storage.

Customers can opt out of the default TOU rates and remain on or return to flat rates at any time. The IOUs are required by the CPUC to provide 12 months of bill protection to support customers during the default transition period. A common utility practice during major rate design changes, bill protection provides customers with a no-fault "learning period" during which they are guaranteed not to pay more on their new rate than they would have under their previous flat tiered rate structure. Ratepayer-funded local and statewide campaigns are underway to educate customers about the transition, their options, and how they can take advantage of TOU rates to reduce energy bills and support a clean environment.

¹ The California Public Utilities Commission has ordered that certain residential customers be exempt from the IOUs' default TOU, including medical baseline customers and CARE/FERA customers in hot climate zones. Approximately 6,500 CPA customers are in this category and will be exempted from the default TOU transition. Commercial customers are already defaulted to Time of Use rates and hence are not a part of the current statewide default TOU transition.

Community Choice Aggregators (CCAs) like CPA are not required by state law to transition their customers to default TOU rates for the generation portion of the bill, but most CCAs are electing to implement default TOU rates concurrent with the IOU transition as the goals of the TOU transition align with the cost and environmental goals held by most CCAs.

CPA TOU Default Transition

In its January 2020 resolution, the CPA Board determined that CPA will default its residential customers to TOU generation rates concurrent with SCE's transition of CPA customers to TOU distribution rates.

In addition to supporting the overall grid and environmental benefits of TOU rates, timing CPA's transition to coincide with SCE's has the added benefits of:

- Leveraging millions of dollars in ratepayer funds (including CPA customer funds) allocated for local and statewide TOU education campaigns around the default TOU transition.
- Allowing CPA to coordinate with SCE and help shape the messaging to our mutual customers.
- Minimizing customer confusion.

The Board also determined that CPA's default TOU rate structure should align with SCE's delivery rate structure, which includes two default TOU rate offerings: TOU-D-4, with a peak period from 4pm to 9pm, and TOU-D-5, with a peak period from 5pm to 8pm. Over 100,000 CPA residential customers are on these rates, with approximately 72,000 customers currently enrolled on TOU-D-4 and 30,000 currently enrolled on TOU-D-5. Matching SCE's default TOU rate structure will help avoid customer confusion caused by a mismatch of TOU periods on the generation and delivery portions of customer bills. Additionally, CPA incurs its highest energy costs during the hours of 4-9pm, so these peak periods are well aligned with CPA's procurement strategy.

CPA retains the ability to set its own rate levels and rate differentials (i.e., the difference between peak and non-peak rates), and can adjust the TOU rate structure at a future date if the Board determines it would be beneficial to do so based on cost-of-service analyses, customer behavior, or other factors.

Finally, the CPA Board resolution determined that CPA will provide bill protection to default TOU customers for the first 12 months following the transition to the TOU generation rates, and that CPA will offer customers the ability to opt out of CPA's default TOU generation rates and remain on flat rates. Bill protection covers a 12-month period so that a customer can experience a full cycle of summer and winter rates which vary by season in the TOU rate structure. A customer may find that their bill is higher in one season and lower in another season on TOU rates, so a full year allows for these impacts to balance out. The 12-month period also mirrors SCE's bill protection period, removing competitive concerns that would occur if CPA were to offer a shorter bill protection period.

A June 2019 study commissioned by CPA and conducted by Energy and Environmental Economics, Inc. (E3), estimated that the financial impact to CPA of bill protection would range from \$75,000 to \$1.5 million, depending on a variety of factors, and is a one-time cost. The exact cost is difficult to predict because the amount of behavioral change by CPA customers is unknown.

DISCUSSION

For most CPA customers, the default TOU transition will take place in February and March of 2022 (see Appendix for timing of default transition for each member agency). This group of customers primarily includes those whose accounts have been open for at least one year. Customers may voluntarily switch to a default TOU rate prior to February. Additionally, any customer who opened their account on or after October 2020 were defaulted to TOU rates at that time and given the opportunity to opt for a flat rate but were not offered bill protection.

CPA has been working closely with SCE to plan the timing of the transition, coordinate education and outreach efforts, and ensure that CPA and SCE bill protection mechanisms are equitable and consistent for unbundled (CPA) and bundled SCE customers. CPA's data administrator, Calpine Energy Solutions, has been working closely with CPA staff and SCE to ready the customer data and billing systems for the transition, including the tracking and application of bill protection credits.

The proposed CPA Residential TOU Bill Protection Tariff details the terms and conditions under which eligible customers will receive CPA's TOU bill protection, as summarized below (see proposed Tariff, attached, for full terms and conditions).

Bill Protection Tariff Summary

Purpose

The Bill Protection Tariff sets the terms and conditions under which CPA customers will be eligible for and receive bill protection upon transitioning to a default TOU rate. The purpose of Bill Protection is to ensure that customers do not experience adverse bill impacts during their first 12 months on default TOU rates.

Eligibility

To receive Bill Protection under this Tariff, customers must be on a flat CPA generation rate,² have started service prior to October 1, 2020,³ and transition to a default TOU rate either automatically or voluntarily between November 1, 2021, and April 1, 2022.⁴

Enrollment and Duration

² DOMESTIC rates, including D-CARE and DOMESTIC Power Share rates (DOMESTIC-C-PS and DOMESTIC-F-PS). Customers on Net Energy Metering (NEM), legacy TOU rates (TOU-D-A, TOU-D-B, TOU-D-T, TOU-D-PRIME and TOU-EV) are not eligible for bill protection.

³ Eligible customers who start service on or after October 1, 2020, are automatically placed on default SCE and CPA TOU rates unless they choose an alternate rate, and are not be eligible for Bill Protection.

⁴ If an otherwise eligible customer is transitioned to a default TOU rate after April 1, 2022, as a result of error or delay on the part of SCE or CPA, the customer will still be eligible to receive Bill Protection.

Eligible customers will be automatically enrolled in bill protection starting on the date that their account is transitioned to a default TOU rate. Customers are not required to apply to receive bill protection. Bill protection will extend 12 months from the start date or until the account is closed or switched to a different rate, whichever comes first.

Application of Credits

At the end of the customer's bill protection period, CPA will compare the customer's actual bills during this period to what the customer would have paid for the same usage under their previous rate schedule. If the actual charges are higher, CPA will issue the difference as a credit on the customer's bill within two billing cycles of end of the bill protection period.

COMMUNICATION PLAN

CPA is coordinating with SCE to educate customers about the TOU default change, bill protection, and how customers can save money on their electric bills and support a cleaner environment by reducing peak-time electricity use.

CPA customers will receive a letter from SCE, co-branded with CPA, 90 days prior to their default transition. For most customers this letter will arrive in November 2021. Customers will receive a second co-branded letter 30 days prior to default transition, and a third Welcome Letter at the time of transition. The letters will include information about the estimated bill impact of TOU versus flat rates based on the customer's past usage, their automatic enrollment in bill protection, and how to opt-out of the default TOU rates if they choose to do so, by phone, mail or online.

A statewide ratepayer-funded campaign, "Keep It Golden", is underway to raise awareness about the TOU transition and its financial and environmental benefits to California residents. SCE is also conducting a state-mandated local outreach and education campaign aimed at all SCE customers, including those served by CPA.

CPA launched a complementary educational campaign in July on Facebook, Twitter, and in its monthly newsletter, aimed at influencing/changing the daily behavior of our customers. Messaging focuses on the importance of conserving energy between the hours of 4 to 9pm and how this action can save money and help our environment.

CPA will continue to use its social media channels, monthly newsletter, and digital advertising to communicate about the transition and about ways to take advantage of TOU rates throughout the transition period. Member agencies will be provided with a communications toolkit to leverage their local communication channels and amplify the messaging to their residents and help ensure that customers are aware of their options and how to exercise them.

FISCAL IMPACT

A June 2019 study commissioned by CPA and conducted by Energy and Environmental Economics, Inc. (E3), estimated that the financial impact to CPA of bill protection should range from \$75,000 to \$1.5 million, depending on a variety of factors. Bill protection will be accounted for as a reduction in revenue.

ATTACHMENTS

- 1) Resolution 21-10-020 to Approve CPA's Residential TOU Bill Protection Tariff
- 2) Proposed Residential TOU Bill Protection Tariff
- 3) Residential TOU Presentation

APPENDIX

Expected Timing of CPA Residential Default TOU Transition By Member Agency

February 2022	March 2022
<ul style="list-style-type: none"> • Alhambra • Arcadia • Carson • Claremont • Downey • Hawaiian Gardens • Hawthorne • Manhattan Beach • Paramount • Redondo Beach • Rolling Hills Estates • Sierra Madre • South Pasadena • Temple City • Whittier • Unincorporated Los Angeles County 	<ul style="list-style-type: none"> • Agoura Hills • Beverly Hills • Calabasas • Camarillo • Culver City • Malibu • Moorpark • Ojai • Oxnard • Santa Monica • Simi Valley • Thousand Oaks • Ventura • West Hollywood • Westlake Village • Unincorporated Ventura County

RESOLUTION NO. 21-10-020

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA
TO APPROVE CPA'S RESIDENTIAL TIME OF USE BILL PROTECTION TARIFF**

**THE BOARD OF DIRECTORS OF THE CLEAN POWER ALLIANCE OF SOUTHERN
CALIFORNIA DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:**

WHEREAS, the Clean Power Alliance of Southern California (formerly known as Los Angeles Community Choice Energy Authority) ("Clean Power Alliance" or "CPA") was formed on June 27, 2017;

WHEREAS, California law and the specific directives of the California Public Utilities Commission require investor owned utilities, including Southern California Edison (SCE), to default eligible residential customers to time-of-use (TOU) rates starting in October 2020 in order to provide these customers with price signals to reduce electricity consumption during periods of peak demand;

WHEREAS, SCE will begin transitioning eligible CPA residential customers to default TOU rates for their distribution charges in November of 2021 with most eligible CPA residential customers to be transitioned in February and March of 2022;

WHEREAS, CPA's Board of Directors adopted Resolution 20-01-001 on January 9, 2020, directing that eligible CPA residential customers be transitioned to default TOU generation rates and that transition to default TOU generation rates take place concurrently with SCE's transition of CPA's customers; and

WHEREAS, Resolution 20-01-001 further directed that eligible CPA customers be provided with bill protection for the first twelve (12) months following the transition to TOU generation rates to allow them time to acclimate to the change.

**NOW THEREFORE, BE IT DETERMINED, ORDERED, AND RESOLVED, BY THE
BOARD OF DIRECTORS OF THE CLEAN POWER ALLIANCE OF SOUTHERN
CALIFORNIA THAT:**

1. The Residential TOU Bill Protection Tariff as presented in Exhibit A is hereby approved effective as of November 1, 2021.
2. The approval of the Residential TOU Bill Protection Tariff is not a project under CEQA because the tariff does not fall under the definition of "project" under Section 21065 of the Public Resources Code and under CEQA Guidelines Section 15378(a) and does not have the potential for causing a significant impact on the environment under CEQA Guidelines Section 15061(b)(3).

APPROVED AND ADOPTED this ____ day of _____ 2021.

Diana Mahmud, Chair

ATTEST:

Susan Caputo, Secretary



RESIDENTIAL TIME OF USE BILL PROTECTION TARIFF

The purpose of the Clean Power Alliance (“CPA”) Residential Time of Use (“TOU”) Bill Protection Tariff is to establish the conditions under which eligible customers will receive automatic bill protection (“Bill Protection”) during their first 12 months on default TOU rates. Bill Protection means that an eligible customer will be reimbursed for the difference if they spent more on a default TOU rate than on their otherwise applicable rate in their first year on default TOU rates.

A. APPLICABILITY

The CPA Residential TOU Bill Protection Tariff is available to residential customers who automatically or voluntarily enroll in default TOU rates between November 1, 2021, and April 1, 2022, subject to the Terms and Conditions listed below. Default TOU rates include TOU-D-4 (4-9pm) and TOU-D-5 (5-8pm) rate schedules, referred to collectively in this Tariff as “default TOU rates”.

Unless they opt to stay on their current rate, most CPA customers on DOMESTIC rates who started electric service prior to October 1, 2020, will be automatically switched to a default TOU rate by both Southern California Edison (“SCE”) and CPA by April 1, 2022,¹ and will receive 12 months of Bill Protection subject to the Terms and Conditions below. Customers who are not automatically switched to a default TOU rate but who otherwise meet the Terms and Conditions of this Tariff, and who voluntarily switch to a default TOU rate at any time between November 1, 2021, and April 1, 2022, also will receive Bill Protection. Customers who started electric service after October 1, 2020, have already been defaulted to TOU rates unless they opted out, and not eligible for Bill Protection under this Tariff.

B. RATES AND CREDITS

Customers who meet the eligibility requirements outlined in the Terms and Conditions below will be billed each month according to the published default TOU rate schedule in which they are enrolled. At the end of the Bill Protection period, CPA will reimburse a customer if a customer paid more on a default TOU rate than that customer would have paid on the customer’s otherwise applicable rate in their first year on default TOU rates. Consistent with sections C.8 and C.9, below, CPA will calculate and apply any bill protection credits accrued for generation charges or fees. Southern California Edison (“SCE”) is responsible for calculating and applying any applicable bill protection credits for distribution charges or fees.

C. TERMS AND CONDITIONS

1. **Customer eligibility:** To be eligible for Bill Protection, a customer must meet the following requirements:
 - a. The account started service before October 1, 2020;
 - b. The account is switched, either by default or by customer’s voluntary choice, to TOU-D-4 or TOU-D-5 rate between November 1, 2021 and April 1, 2022 or if section C.6, below, applies;
 - c. The account is on a DOMESTIC, DOMESTIC-C-PS, or DOMESTIC-F-PS rate with CPA prior to the transition to a default TOU rate; and,
 - d. The account has not enrolled in a TOU rate before or received Bill Protection from CPA or SCE in the past.

Any CPA rate product (i.e., 100% Green Power, Clean Power, or Lean Power) is eligible to receive TOU Bill Protection.

¹ The California Public Utilities Commission has ordered that certain residential customers be exempt from the IOUs’ default TOU, including medical baseline customers and CARE/FERA customers in hot climate zones. CPA customers in these categories will be exempted from both SCE’s and CPA’s default TOU transition.

CPA's customers on Medical Baseline rates or on CARE and FERA rates residing in "hot climate zones," as defined by the California Public Utilities Commission, will not be defaulted into TOU rates and therefore, this tariff does not apply to these customers.

2. **Ineligible rates.** Customers on the following rates are not eligible for Bill Protection:
 - a. Net Energy Metering (NEM) rate schedules
 - b. Legacy Time of Use rates: TOU-D-A, TOU-D-B, and TOU-D-T
 - c. TOU-D-PRIME and TOU-EV rates.
3. **Automatic enrollment in TOU Bill Protection.** Eligible customers shall be automatically enrolled in CPA's TOU Bill Protection Tariff. Customers are not required to apply in order to receive bill protection under this Tariff.
4. **Bill Protection period.** The Bill Protection period starts on the date at which the eligible customer's account is switched to a default TOU rate ("Start Date"). The Bill Protection period ends 12 months after the Start Date, except in the circumstances listed in section C.5, below ("End Date").
5. **Early termination of Bill Protection period.** The Bill Protection period will end less than 12 months after the Start Date under the following circumstances:
 - a. Customer switches from a default TOU rate to a rate other than TOU-D-4 or TOU-D-5 less than 12 months after the Start Date;
 - b. Customer enrolls in a NEM rate schedule less than 12 months after the Start Date;
 - c. Customer account is closed less than 12 months after the Start Date;
 - d. Customer opts out of CPA service or customer's CPA service is otherwise discontinued less than 12 months after the Start Date; or,
 - e. Customer takes an action that prevents CPA from providing service to a customer less than 12 months after the Start Date.

For customers that meet the foregoing criteria, the Bill Protection period will end on the date that the circumstance occurs. CPA will calculate and issue any Bill Protection credit for the reduced period.

6. **Late start of Bill Protection period.** If the default transition of a customer's account to a default TOU rate takes place after April 1, 2022, as a result of a billing system error or delay on the part of SCE or CPA, the Bill Protection Start Date shall commence on the date the default TOU rate transition for that account goes into effect. All other terms and conditions of the Bill Protection Tariff shall apply.
7. **New CPA customers.** Customers who begin CPA service after October 1, 2020, are not eligible for TOU Bill Protection except when an SCE bundled customer who is eligible for SCE's TOU bill protection enrolls or re-enrolls in CPA service during SCE's bill protection period.

In this circumstance, CPA will provide Bill Protection starting on the date that the customer's CPA service begins and ending when the SCE bill protection period ends, but in no event longer than 12 months following enrollment or re-enrollment in CPA service.

8. **Calculation of TOU Bill Protection credits.** CPA will use eligible customer's actual usage during the Bill Protection period to calculate how much the customer would have paid to CPA during that period if they had remained on their previous otherwise applicable rate schedule, and compare this amount to the customer's actual CPA charges during the period. If the actual charges are higher than what the customer would otherwise have paid, CPA will issue the difference as a credit to the customer.

9. **Application of TOU Bill Protection credits.** Bill Protection credits will be applied as credit to the customer's bill within two billing cycles following the end of the Bill Protection period. If the customer's account is closed before the credit has been applied, CPA will calculate the credit due and issue a check for the unused credit to the customer's last known billing or forwarding address. Checks will expire 90 calendar days after issuance. If checks expire or are returned to CPA, a customer may request the reissuance of a check for up to one year after check issuance date and CPA will make a reasonable effort to reissue the check within 30 days of a customer's request. After one year, the funds will be considered unclaimed property and turned over to the California State Controller's Office.



Item 6

Residential Time of Use (TOU) Default and Bill Protection Tariff

October 7, 2021



Residential TOU Default and Bill Protection Tariff

Agenda

- ⚡ Background
- ⚡ Proposed CPA Bill Protection Tariff
- ⚡ Customer Communication Plan



Background

Residential TOU Default Transition

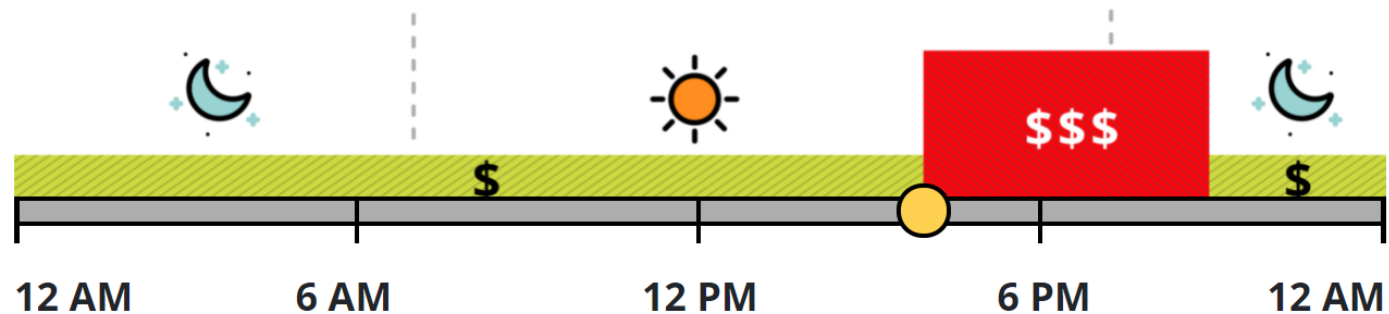
- ⚡ Per state law, California's investor-owned utilities (IOUs) began defaulting residential customers to Time of Use (TOU) rates starting October 1, 2020.
- ⚡ Customers who started service prior to October 1, 2020, are being transitioned to the default TOU rates between now and 2022.
- ⚡ Customers who start service on or after October 1, 2020, are offered a choice of TOU rates or flat tiered rates.
- ⚡ Community Choice Aggregators (CCAs) are not required by law to transition their customers to default TOU generation rates, but most CCAs are electing to do so concurrent with the IOU transition.
- ⚡ CPA's Board adopted a resolution in January 2020 directing that CPA implement a default TOU transition to coincide with SCE's transition for CPA customers.



Residential TOU Rates

- ⚡ TOU rates provide customers with a price signal to reduce consumption during periods of peak demand – weekdays between 4PM and 9PM for TOU-D-4 rates, or between 5PM and 8PM for TOU-D-5 rates
- ⚡ Most commercial customers statewide have been on default TOU rates for several years
- ⚡ Approximately 102,000 CPA residential customers, including over 11,000 Net Energy Metering (NEM) customers, are currently on voluntary TOU generation and delivery rates

TOU 4-9 P.M. Rate Plan



TOU Benefits

- ⚡ Promotes load shifting to daytime hours when solar generation is plentiful
- ⚡ Reduces system capacity needs and Resource Adequacy costs
- ⚡ Reduces greenhouse gas emissions and improves local air quality through reduced use of gas-fired generation during evening peak hours
- ⚡ Improves price signals for distributed energy resources like solar PV and energy storage
- ⚡ Leverages local and statewide education campaigns
- ⚡ Provides customers with potential to save money by shifting consumption to lower-priced periods of the day



CPA's Default Transition

Most CPA residential customers will be defaulted to TOU in February and March of 2022

- ⚡ Per the CPA Board's January 2020 resolution, eligible CPA customers will be transitioned to default TOU generation rates concurrent with SCE's transition of CPA customers to TOU distribution rates
- ⚡ Customers can opt-out of the default TOU rates and remain on or return to flat rates at any time
- ⚡ Approximately 6,500 CPA CARE/FERA customers in hot climate zones are exempted from the transition
- ⚡ Customers who started service before October 1, 2020, will receive bill protection for 12 months following the transition to default TOU generation rates
- ⚡ Customers will begin receiving notifications by mail in November 2021

CPA's Default Transition

Expected timing of default TOU transition for CPA member communities

February 2022

- ⚡ Alhambra
- ⚡ Arcadia
- ⚡ Carson
- ⚡ Claremont
- ⚡ Downey
- ⚡ Hawaiian Gardens
- ⚡ Hawthorne
- ⚡ Manhattan Beach
- ⚡ Paramount
- ⚡ Redondo Beach
- ⚡ Rolling Hills Estates
- ⚡ Sierra Madre
- ⚡ South Pasadena
- ⚡ Temple City
- ⚡ Whittier
- ⚡ Unincorporated Los Angeles County

March 2022

- ⚡ Agoura Hills
- ⚡ Beverly Hills
- ⚡ Calabasas
- ⚡ Camarillo
- ⚡ Culver City
- ⚡ Malibu
- ⚡ Moorpark
- ⚡ Ojai
- ⚡ Oxnard
- ⚡ Santa Monica
- ⚡ Simi Valley
- ⚡ Thousand Oaks
- ⚡ Ventura
- ⚡ West Hollywood
- ⚡ Westlake Village
- ⚡ Unincorporated Ventura County



Proposed CPA Bill Protection Tariff

Proposed CPA TOU Bill Protection Tariff

The purpose of Bill Protection is to ensure that customers do not experience adverse bill impacts during their first 12 months on default TOU rates

- ⚡ Bill protection is a common utility practice during major rate design changes, and the CPUC has mandated that IOUs provide bill protection during the TOU transition
- ⚡ CPA's proposed bill protection for generation charges mirrors SCE bill protection for delivery charges
- ⚡ The 12-month period allows customers to experience a full cycle of summer and winter rates which vary by season, with impacts potentially balancing out over the year
- ⚡ Mirroring SCE's 12-month bill protection period removes competitive concerns that would occur if CPA were to offer a shorter bill protection period
- ⚡ The proposed CPA TOU Bill Protection Tariff details the terms and conditions under which CPA customers will be eligible for and receive bill protection

Proposed Eligibility for Bill Protection

To be eligible for CPA bill protection, customers must:

- ⚡ Be on a flat CPA generation rate, i.e., a “DOMESTIC” rate schedule
- ⚡ Have started CPA service prior to October 1, 2020
- ⚡ Transition to a default TOU rate (TOU-D-4 or TOU-D-5), either automatically or voluntarily, between November 1, 2021 and April 1, 2022
- ⚡ Not Eligible: Customers already on TOU rates, including Net Energy Metering (NEM) customers, and customers who started service on or after October 1, 2020¹, are not eligible for bill protection


¹Per state law, starting October 1, 2020, IOUs automatically default new residential customers to TOU rates, though they are also offered the option of choosing flat tiered rates.

Proposed Bill Protection Mechanics

Eligible customers will receive automatic bill protection for 12 months

- ⚡ Eligible customers will be automatically enrolled in Bill Protection on the date that their account is transitioned to a default TOU rate
- ⚡ Customers do not need to apply in order to receive Bill Protection
- ⚡ Bill protection will extend for 12 months from the start date or until the account is closed or switched to a different rate, whichever comes first
- ⚡ At the end of the customer's Bill Protection period, CPA will compare the customer's actual bills during this period to what the customer would have paid for the same usage under their previous rate schedule
- ⚡ If the actual charges are higher, CPA will issue the difference as a credit on the customer's bill within two billing cycles of end of the Bill Protection period
- ⚡ Fiscal impact to CPA is estimated at \$75,000 to \$1.5 million though the exact cost is difficult to predict

Customer Communication Plan


 **Clean Power Alliance**
September 2 at 2:32 PM · 🌐

We all know timing is everything when it comes to [#energy](#)! If you want to [#save](#) on your electricity bill use less energy during peak hours! With Time-of-Use rates electricity costs will vary based on the time of day. Use less energy from 4-9pm and pay less! [#savemoney](#) [#savings tips](#)

Time for clean power

Use energy when it's cleaner and cheaper.

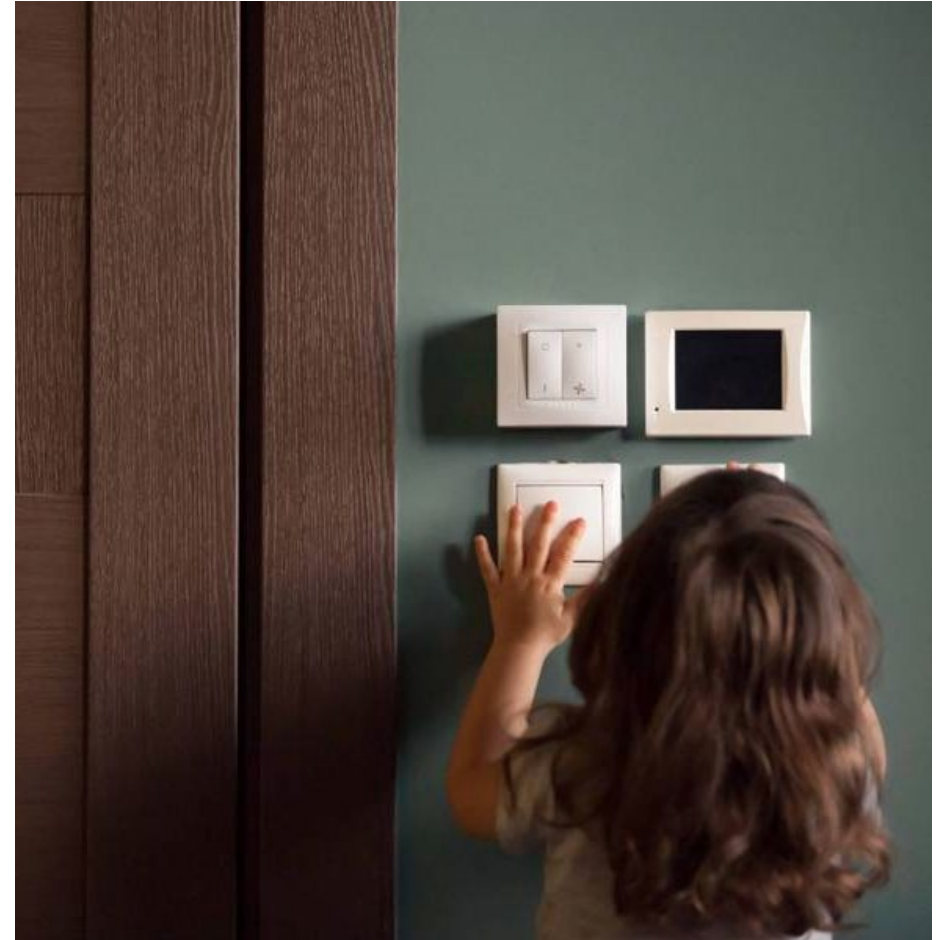
Use less from 4-9pm



CPA cleanpoweralliance.org/timematters

Customer Notifications

- ⚡ SCE will send notices, co-branded with CPA, to customers 90 days and 30 days before their default TOU transition, and a Welcome letter at the time of transition
- ⚡ Most CPA customers will receive the first notification in November 2021
- ⚡ The notices will provide information about the estimated bill impact of TOU versus flat rates based on the customer's past usage, their automatic enrollment in bill protection, and how to opt-out of the default TOU rates if they choose to do so, by phone, mail or online



Statewide and local education campaigns are underway



CPA Communications Launched July 2021



CPA Clean Power Alliance
September 2 at 2:32 PM · 🌐

We all know timing is everything when it comes to #energy! If you want to #save on your electricity bill use less energy during peak hours! With Time-of-Use rates electricity costs will vary based on the time of day. Use less energy from 4-9pm and pay less! #savemoney #savings tips

Time for clean power

Use energy when it's cleaner and cheaper.

Use less from 4-9pm

CPA cleanpoweralliance.org/timematters

CPA Clean Power Alliance
September 20 at 10:00 AM · 🌐

Time of Use rates are critical to consider when working towards reducing your electricity bill, as electricity costs will vary based on the time of day.

In order to #save on your electricity bill, use less energy during peak hours between 4pm-9pm daily.

<https://cleanpoweralliance.org/timematters/>

Turn off all unnecessary appliances.

Use less from 4-9pm.

CPA

Upcoming CPA Communications

- ⚡ Facebook, Twitter, Instagram
- ⚡ Paid digital advertising
- ⚡ Monthly newsletters
- ⚡ Member agency toolkit



The Power of Choice is Yours

Questions





Management Report

To: Clean Power Alliance (CPA) Board of Directors
From: Ted Bardacke, Executive Director
Subject: Management Report
Date: October 7, 2021

New Energy and Storage Facilities Coming Online

CPA celebrates this month the opening of three new clean energy projects that increase the supply of renewable energy and stabilize costs for our customers while simultaneously strengthening the reliability of California's energy grid. New projects that are or will become operational this month include:

- Sanborn Energy Storage, a 100MW stand-alone battery energy storage system located in Kern County and developed by Terra-Gen. CPA has a 15-year contract to purchase all capacity from this portion of a larger renewable energy plus storage project.
- Johanna Energy Storage, a 20MW stand-alone battery energy storage system located in Santa Ana and developed by Hecate Grid. CPA has a two-year contract to purchase Resource Adequacy from this battery facility.¹
- High Desert Solar + Storage, a 100MW solar energy + 50MW of battery energy storage facility located in Victorville and developed by Goldman Sachs. CPA has a 15-year contract to purchase all output of this project.

CPA is organizing a ribbon cutting and tour of the High Desert Project on October 15. Please RSVP by Monday October 11 if you are able to attend.

¹ The dedication event for this facility can be seen at [facebook.com/CleanPowerAlliance](https://www.facebook.com/CleanPowerAlliance)

Monthly Customer Dashboard Survey

CPA is considering changes to its monthly customer dashboard as month-to-month fluctuations in customer enrollment and opt-actions are minimal. A survey asking for input on the monthly dashboard was sent to all Board members on September 27; Board members are reminded that the survey closes on October 8.

Power Response Customer Transition

In late October CPA will begin notifying existing Power Response Pilot participants of the transition of the program to AutoGrid. CPA will utilize a number of outreach methods including emailing existing Power Response Customers to notify them that AutoGrid will be assuming the role as their Demand Response Provider and requesting customers to re-enroll in the program via a link which takes them to the Share My Data app provided by AutoGrid. Customers will login to the Share My Data app using their SCE login and Password. Within minutes of re-enrolling, and completing the on-line forms, customers will be notified of their re-enrollment in the Power Response Program.

Beginning as early as January 2022, customers will start receiving event notifications in which we encourage them to participate, either manually by adjusting their thermostat or allowing their thermostat to be automatically adjusted. After every participating season, customers will be compensated and rewarded for making a difference in their community while saving money for themselves and reducing CPA procurement costs.

Monthly Financial Performance

CPA had a strong financial performance in the first month (July) of the new fiscal year, benefitting from warmer weather, which increased load, but no significant market price spikes during the month. Cash and cash equivalents are increasing as a result of the positive financial results, and have been bolstered by the receipt of proceeds in August from the new loan from LA County. The monthly financial dashboard is provided in Attachment 1.

Customer Participation Rate

As of September 28, 2021, CPA's overall participation rate is 95.8%, unchanged from the previous month, with a total of 998,986 active customers, down 2,489 customers from the previous month. Opt-outs levels were up slightly in September and closed accounts ("move-outs") slightly exceeded new accounts ("move-ins"). The monthly changes seen in September are typical for this time of year. Attachment 2 provides participation rate by jurisdiction.

In the wake of a strong and targeted customer outreach campaign, customer activity in the three cities changing their default rates to 100% Green this month (Agoura Hills, Calabasas, Manhattan Beach) has been minimal, with less than 1% of customers opting out of their new 100% Green rate.

Customer Service Center Performance

Incoming calls to CPA's Customer Service Center in August have been steady, with 3,155 calls as of September 28, compared to 3,245 calls for the entire month of August. In September 95.5% of calls were answered within 60 seconds, and average wait time was 14 seconds.

Contracts Executed in September Under Executive Director Authority

A list of non-energy contracts executed under the Executive Director's signing authority is provided in Attachment 3. The list includes all open contracts as well as all contracts, open or completed, executed in the past 12 months.

ATTACHMENTS

- 1) July 2021 Financial Dashboard
- 2) Overall Participation Rates by Jurisdiction
- 3) Non-Energy Contracts Executed under Executive Director Authority

Financial Dashboard

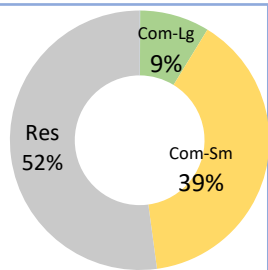
YTD
July
2021

Active Accounts
1,001,000

Participation Rate
95.48%

YTD Sales Volume
1,142 GWh

July Sales Volume
1,142 GWh



Summary of Financial Results

in \$000,000's	July				Year-to-Date			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%
Energy Revenues	103.0	100.6	2.4	2%	103.0	100.6	2.4	2%
Cost of Energy	97.5	112.0	-14.5	-13%	97.5	112.0	-14.5	-13%
Net Energy Revenue	5.5	-11.4	16.9	148%	5.5	-11.4	16.9	148%
Operating Expenditures	2.2	2.8	-0.6	-20%	2.2	2.8	-0.6	-20%
Net Income	3.3	-14.2	17.5	123%	3.3	-14.2	17.5	123%

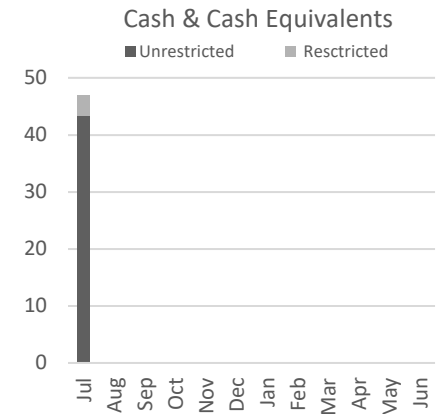
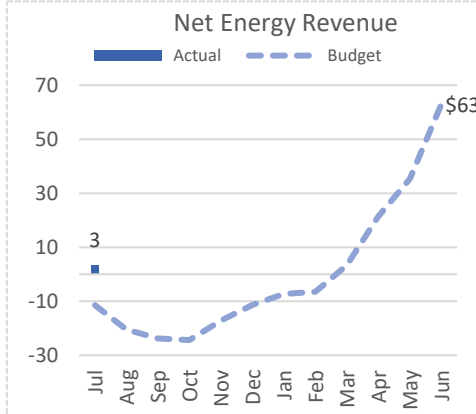
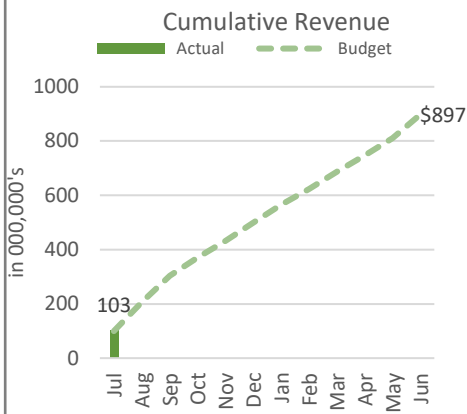
Note: Numbers may not sum up due to rounding.

CPA recorded a \$3.3 million gain in July 2021. The gain in July was \$17.5 million above the budgeted net loss of \$14.2 million.

July revenue was favorably impacted by higher revenue and energy consumption arising from warmer than normal weather in CPA's service area. Cost of energy was favorably impacted by CAISO spot market prices that were significantly lower than energy forward prices that were used for budgeting purposes and the absence of significant heat events or price spikes in CPA's service area during the month. Operating costs were lower than budgeted due to lower than budgeted customer programs costs and the non utilization of contingencies.

As of July 31, 2021 CPA had \$47 million in cash and cash equivalents, and \$12.85 million available on its bank line of credit. In August 2021 CPA received proceeds of a \$30 million term loan from the County of Los Angeles. In September 2021 CPA opened an \$80 million line of credit with JPMorgan Chase expiring in November 2023. The JPMorgan borrowing facility replaced CPA's \$37 million borrowing facility with River City Bank.

CPA is in compliance with its bank and other credit covenants and is in sound financial health.



Definitions:

Accounts: Active Accounts represent customer accounts of active customers served by CPA per Calpine Invoice.

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, 2021

Participation by City and County

Jurisdiction	Default Option	Participation Rate	Active Accounts	Lean %	Clean %	100% Green %
Agoura Hills	Lean	94.87%	8,233	99.64%	0.16%	0.21%
Alhambra	Clean	98.06%	33,914	1.25%	98.64%	0.13%
Arcadia	Lean	98.11%	22,477	99.78%	0.15%	0.08%
Beverly Hills	Clean	99.55%	18,659	1.28%	98.59%	0.13%
Calabasas	Lean	98.49%	9,903	99.60%	0.25%	0.16%
Camarillo	Lean	95.53%	28,407	98.81%	0.26%	0.94%
Carson	Clean	97.22%	29,262	1.07%	98.64%	0.30%
Claremont	Clean	95.12%	12,670	1.80%	97.77%	0.44%
Culver City	100% Green	97.76%	19,156	3.28%	1.04%	95.69%
Downey	Clean	97.55%	36,866	1.29%	98.58%	0.14%
Hawaiian Gardens	Clean	97.01%	3,637	1.03%	98.61%	0.36%
Hawthorne	Lean	99.23%	28,368	99.52%	0.26%	0.23%
Los Angeles County	Clean	95.64%	296,818	1.43%	98.32%	0.25%
Malibu	100% Green	97.35%	6,894	2.28%	0.35%	97.38%
Manhattan Beach	Clean	98.66%	15,430	2.10%	94.70%	3.20%
Moorpark	Clean	89.97%	11,484	2.15%	96.99%	0.88%
Ojai	100% Green	93.24%	3,488	5.89%	1.54%	92.58%
Oxnard	100% Green	95.52%	54,776	7.38%	0.43%	92.21%
Paramount	Lean	98.68%	15,638	99.59%	0.33%	0.08%
Redondo Beach	Clean	99.10%	33,248	1.66%	98.09%	0.26%
Rolling Hills Estates	100% Green	94.79%	3,347	4.95%	47.45%	47.60%
Santa Monica	100% Green	98.14%	53,338	3.89%	0.83%	95.28%
Sierra Madre	100% Green	95.52%	5,030	4.52%	3.59%	91.89%
Simi Valley	Lean	93.10%	43,124	99.68%	0.09%	0.24%
South Pasadena	100% Green	98.10%	11,691	2.56%	45.89%	51.56%
Temple City	Lean	97.69%	12,578	99.89%	0.03%	0.08%
Thousand Oaks	100% Green	88.84%	44,273	7.26%	1.12%	91.62%
Ventura	100% Green	93.83%	43,546	5.54%	1.61%	92.85%
Ventura County	100% Green	86.47%	32,297	6.66%	1.51%	91.84%
West Hollywood	100% Green	99.61%	26,226	2.25%	0.38%	97.39%
Westlake Village	Lean	87.05%	3,684	99.76%	0.06%	0.19%
Total		95.80%	998,986	30.28%	37.02%	32.70%

Overall Participation by Default Option

Default Option	Participation Rate	Default Option	Active Accounts	% of Active
100% Green	94.93%	100% Green	304,062	30.44%
Clean	96.69%	Clean	522,512	52.30%
Lean	95.86%	Lean	172,412	17.26%
Total	95.80%	Total	998,986	100.00%

Clean Power Alliance					
Non-energy contracts executed under Executive Director authority					
Rolling 12 months -- Open contracts shown in Bold					
Vendor	Purpose	Month	NTE Amount	Status	Notes
LLM Consulting	Consulting Sevices for Executive Coaching	September 2021	\$10,000	Active	
Gabriela Monzon	Consulting Services Agreement for as-needed Clerk of the Board duties	September 2021	\$30,000	Active	
Bold New Directions, Inc.	Consulting Sevices for Executive Coaching	September 2021	\$2,333	Active	
MBI Media	External Affairs support services	September 2021	\$125,000	Active	
Salesforce	Stakeholder Relationship Management application subscription	September 2021	\$15,300	Active	
Clean Energy Counsel LLP	Extension of legal services agreement	September 2021	\$30,000	Active	Original Contract Date: November 2020 NTE \$355,000 Amendment #1 - NTE increased to \$385,000 in July 2021 Extends through 11/6/2021 (renewals authorized)
Elite Edge Consulting	Extension of consulting agreement for accounting services	September 2021	\$120,000	Active	Original Contract Date: September 2020 NTE \$112,000 Amendment #1 - NTE for renewals increased to \$120,000 in September 2020 Amendment #2 - First renewal authorized July 2021 - Extends through 6/30/2022
CV Resources	Recruiting Services	September 2021	N/A	Active	20% of starting salary upon hiring an exclusively referred candidate
Oscar Associates LLC	Recruiting Services	September 2021	N/A	Active	30% of starting salary upon hiring an exclusively referred candidate
Abbot, Stringham and Lynch	2020 CEC Power Source Disclosure Audit	August 2021	\$16,700	Active	Includes two optional renewals for years 2021 and 2022

Clean Power Alliance					
Non-energy contracts executed under Executive Director authority					
Rolling 12 months -- Open contracts shown in Bold					
Vendor	Purpose	Month	NTE Amount	Status	Notes
Bradsby Group	Recruiting Services	August 2021	N/A	Active	25% of starting salary upon hiring an exclusively referred candidate
Pickit	Digital Asset Management	August 2021	\$2,400	Active	Annual Subscription
Chapman & Cutler, LLP	2021 Legal Services (CPA's Credit Agreement)	August 2021	\$35,000	Active	Original Contract Date: 3/1/21 NTE \$20,000 Amendment #1 - NTE increased to \$55,000 Extends through 4/30/22, auto-renew
Knowledge City	Employee Training	July 2021	\$7,251	Active	Licenses for employee training Extends through 6/30/2022
CBE Office Solutions	Lease of Two (2) Sharp MX-3071 Color Copiers	June 2021	\$75,000	Active	60/Month Lease June 2021- August 2026 (first 3 months deferred) \$275.88/Monthly Lease Cost
Celtis Ventures, Inc.	Marketing Support for Power Share program	May 2021	\$65,000	Active	Original Contract Date: January 2021 NTE \$50,000 Amendment #1 - NTE increased to \$55,000 in April 2021 Amendment #2 - NTE increased to \$65,000 in May 2021 - Extends through 1/15/2022
Clever Creative Inc.	CPA Brand Audit and Design Refresh	May 2021	\$55,000	Completed	Original Contract Date: January 2021 NTE \$50,000 Amendment #1 - NTE increased to \$55,000 in May 2021 - Extends through 6/30/21
(W)right On Communications, Inc.	On-call External Affairs support services	January 2021	\$50,000	Completed	Original Contract Date: January 2021 NTE \$50,000 Amendment #1 - NTE increased to \$58,000 in May 2021 - Extends through 6/15/21
Polsinelli, LLP	Legal Service Agreement (Employment, Compliance, General Legal Support related to Commercial Liability, Risk, and Mitigation issues)	April 2021	\$75,000	Active	Amendment #2 to original Agreement executed on March 8, 2019
AccuWeather Enterprise Solutions	Professional Forecasting Weather Services	April 2021	\$9,600	Active	Addendum to April 2020 Agreement. Extended through March 2023 at \$400/mo

Clean Power Alliance					
Non-energy contracts executed under Executive Director authority					
Rolling 12 months -- Open contracts shown in Bold					
Vendor	Purpose	Month	NTE Amount	Status	Notes
Shute, Mihaly & Weinberger, LLP	Legal Service Agreement (Regulatory, Administrative, Environmental, Energy Procurement, Public Contracting, Public Entity Governance Laws, Issues and/or Proceedings)	April 2021	\$65,000	Active	
NewGen Strategies and Solutions, LLC	Regulatory Support for 2021 ERRRA forecast proceedings	April 2021	\$102,560	Active	Amendment #1 to May 2020 Agreement to increase NTE from \$71,240 to \$102,560
SCS Engineers	Professional Services for CARB AB32 GHG Verification	April 2021	\$17,000	Active	
Chapman & Cutler, LLP	2021 Legal Services (CPA's Credit Agreement)	March 2021	\$20,000	Amended	Amended August 2021
Wimer Associates	Facilitation of Staff Training Sessions	February 2021	\$13,600	Active	
Critical Mention, Inc.	Media Monitoring Service	February 2021	\$6,000	Active	
OpenPath	New Office Keycard Access Control System	January 2021	\$1,500	Active	
Wrike, Inc	Project Management Software	January 2021	\$2,100	Active	
Prime Government Solutions, Inc.	Board and committee meeting agenda management software	December 2020	\$16,000	Active	
MRW & Associates, LLC	Ratemaking support	December 2020	\$90,000	Active	
Informal Development	Website repair, development, & as-needed maintenance	November 2020	\$12,000	Active	
Sigma Computing, Inc.	Business intelligence & analytics software tool	October 2020	\$10,000	Active	
ProComply, Inc.	Energy regulation compliance training	October 2020	\$5,000	Active	
Langan Engineering and Environmental Services	GIS support services for CPA's community solar programs and RFO procurement process	October 2020	\$120,000	Active	
Mercer (US) Inc.	Total remuneration benchmarking study with job architecture and salary structure design	October 2020	\$105,500	Active	Joint project with three other CCAs; SOW extends through December 31, 2021
Gold Coast Transit District	On-bus advertising in Ventura County	October 2020	\$2,970	Completed	
Cameron-Cole, LLC	Independent audit of Greenhouse Gas Emissions	September 2020	\$7,080	Active	
Crown Castle Fiber LLC	New Office Dedicated Internet Access Service	September 2020	\$ 18,600	Active	
NextLevel Internet, Inc.	New Office High Speed Internet Service	September 2020	\$ 6,936	Active	
Windstream Services, LLC	New Office Telephone Service	September 2020	\$ 14,095	Active	

Clean Power Alliance					
Non-energy contracts executed under Executive Director authority					
Rolling 12 months -- Open contracts shown in Bold					
Vendor	Purpose	Month	NTE Amount	Status	Notes
Zero Outages	New Office Security, Firewall, & Wi-Fi Service	September 2020	\$ 7,608	Active	
Elite Edge Consulting	Accounting system support and implementation	September 2020	\$ 112,000	Initial Term Completed	Amended to Extend Term
Burke, Williams, Sorenson, LLP	Legal Services Agreement (Brown Act, public entity governance issues and other legal services)	July 2020	\$ 100,000	Active	
Hall Energy Law PC	Energy Procurement Counsel	July 2020	\$ 125,000	Active	
The Harmon Press	Professional Printing Services	July 2020	\$ 40,000	Active	
InterEthnica	Written Translation Services, Typesetting, and Graphic Design in Spanish, Chinese, and Korean	July 2020	\$ 10,000	Active	
West Coast Mailers	Bulk Mailing Services	July 2020	\$ 20,000	Active	
Snowflake Inc.	Engineering Support Services for Load Forecasting Analysis	July 2020	\$ 15,000	Active	
CIM/Prime Construction/Pinnacle Communication Services	New Office Space Equipment and Installation: Audio Visual/Security Systems/Data and Communications Cabling	July 2020	\$ 361,281	Active	Signed under expanded authority of up to \$500,000 for office relocation design, equipment and construction expenses granted by the Board of Directors on March 25, 2020
Adobe Inc.	AdobeSign Secure Electronic Signature Service	June 2020	\$ 3,200	Active	
EZ Texting	Peak Management Pricing customer text messaging alerts	May 2020	\$ 1,000	Active	
Place and Page	Graphic Design Services	May 2020	\$ 30,000	Active	
KnowledgeCity	Employee Training	May 2020	\$ 3,745	Active	
Davis Wright Tremaine, LLP	Legal Services Agreement (Regulatory Assistance)	April 2020	\$ 125,000	Active	1st Amendment in October 2020 to increase the NTE from \$4,000 to \$35,000. 2nd Amendment in March 2021 to increase the NTE from \$35,000 to \$125,000.
Snowflake Inc.	Cloud-Native Elastic Data Warehouse Service	April 2020	\$ 36,000	Active	
Amazon Web Services	Cloud-based Database Hosting	April 2020	\$ 36,000	Active	
ICE Options Analytics LLC	Trading Platform Subscription Service	March 2020	\$ 19,000	Active	
Bold New Directions, Inc.	Management Training	March 2020	\$ 17,995	Active	Increased to \$20,328 in May 2020
Greenberg Glusker	Legal Services Agreement (PPA Negotiations)	March 2020	\$ 59,000	Active	
Omni Government Relations & Pinnacle Advocacy, LLC	Lobbying Services	December 2019	\$ 108,000	Active	Renewed for 2021 at same amount
CLG Group	Executive Training	November 2019	\$ 15,000	Active	
Inventure Recruitment	Ongoing Recruitment Services	October 2019	\$ 120,000	Active	Renewed for 2021 at same amount

Clean Power Alliance

**Non-energy contracts executed under Executive Director authority
Rolling 12 months -- Open contracts shown in Bold**

Vendor	Purpose	Month	NTE Amount	Status	Notes
JLL	Real Estate Brokerage Services	October 2019	NA	Active	
Siemens	Integrated Resource Planning for 2020 CPUC IRP Compliance	October 2019	\$ 62,500	Active	25% cost share with 3 other CCAs



Commonly Used Acronyms

BESS	Battery Energy Storage System
CAC	Community Advisory Committee
CAISO	California Independent System Operator
CALCCA	California Community Choice Association
CalEVIP	California Electric Vehicle Incentive Program
CARB	California Air Resources Board
CARE	California Alternate Rates for Energy (Low Income Discount Rate)
CCA	Community Choice Aggregation
CEC	California Energy Commission
CPUC	California Public Utilities Commission
DA	Direct Access (Private Retail Energy Supplier)
DAC	Disadvantaged Community (As Defined by Calenviroscreen 3.0)
DER	Distributed Energy Resources
DR	Demand Response
ERMP	Energy Risk Management Policy
ERRA	Energy Resource Recovery Account (SCE Generation Rate Setting)
ESA	Energy Storage Agreement
EVSE	Electric Vehicle Supply Equipment (EV Charger)
FERA	Family Electric Rate Assistance (Low Income Discount Rate)
GHG	Greenhouse Gas
IOU	Investor Owned Utility
IRP	Integrated Resource Plan
JPA	Joint Powers Authority



Commonly Used Acronyms

Kwh	Kilowatt-Hour (A Measure of Energy Used in A One-Hour Period)
Kw	Kilowatt = 1,000 Watts (Watt = A Measure of Instantaneous Power)
LSE	Load Serving Entity
MB	Medical Baseline (Discount Rate for Medical Equipment Needs)
MW	Megawatt = 1,000 Kilowatts
Mwh	Megawatt-Hour = 1,000 Kilowatt-Hours
NEM	Net Energy Metering (Usually for Customers With Solar)
OAT	Other Applicable Tariffs
PCIA	Power Charge Indifference Adjustment (Can Be Called “Exit Fee”)
PCC1	Renewable Energy Generated Inside California
PCC2	Renewable Energy Generated Outside California
PCC3	A REC from A Renewable Resource, Delivered Without Energy
PCL	Power Content Label
POU	Publicly Owned or Municipal Utility
PPA	Power Purchase Agreement
PSPS	Public Safety Power Shutoff
PV	Photovoltaic (Solar) Panels
RA	Resource Adequacy
REC	Renewable Energy Credit
RPS	Renewables Portfolio Standard
T&D	Transmission and Distribution
TOU	Time Of Use (Used to Refer To Rates That Differ By Time Of Day)
WECC	Western Electricity Coordinating Council