



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

Thursday, November 4, 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.

To Listen to the Meeting:

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

or

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

[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.

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 21-11-021 Finding the Continuing Need to Meet by Teleconference Pursuant to Government Code Section 54953 (e).
2. Approve Minutes from October 7, 2021, Board of Directors Meeting.
3. Approve and Authorize the Executive Director to Execute Amendment No. 2 to the Consulting Engineering Services Agreement with EcoMotion for a Not to Exceed (NTE) of \$292,575.
4. Receive and File Community Advisory Committee Monthly Report

CLOSED SESSION

5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Government Code Section 54957)
Title: Executive Director and General Counsel

REGULAR AGENDA

Action Items

6. Approve and Authorize the Board Chair to Execute the Employment Agreements with:
 - a. The Executive Director at a salary of \$369,600 with the terms as specified in the attached Employment Agreement.
 - b. The General Counsel at a salary of \$287,500 with the terms as specified in the attached Employment Agreement.

7. Approve Phase One of Clean Energy Workforce Development Investment Plan

Information Item

8. Receive Staffing Update

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 DECEMBER 2, 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 21-11-021 Finding the Continuing Need to Meet By Teleconference Pursuant To Government Code Section 54953 (e)

Date: November 4, 2021

RECOMMENDATION

Adopt Resolution 21-11-021 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 and on March 17, 2020, Governor Newsom issued Executive Order N-29-20 temporarily suspending compliance with some Brown Act.

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 as discussed more fully in Resolution 21-11-021.

For these reasons, the recommended action is for the Board to adopt the attached Resolution 21-11-021 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.

ATTACHMENT

1. Resolution 21-11-021 Finding the Continuing Need to Meet by Teleconference.

RESOLUTION NO. 21-11-021

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

MINUTES

REGULAR MEETING of the Board of Directors of the
Clean Power Alliance of Southern California
Thursday, October 7, 2021, 2:00 p.m.

The Board of Directors conducted this meeting remotely, pursuant to the Proclamation of the State of Emergency by Governor Newsom on March 4, 2020, AB 361, and enacting CPA Resolutions, and as a response to mitigating the spread of COVID-19

CALL TO ORDER & ROLL CALL

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

Roll Call				
1	Agoura Hills	Louis Celaya	Alternate	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	Reata Kulcsar	Alternate	Remote
8	Claremont	Corey Calaycay	Director	Remote
9	Culver City	Daniel Lee	Director	Remote
10	Downey			Absent
11	Hawaiian Gardens	Ramie L. Torres	Alternate	Remote
12	Hawthorne	Alex Monteiro	Director	Remote
13	Los Angeles County	Sheila Kuehl	Vice Chair	Remote
14	Malibu	Mikke Pierson	Director	Remote
15	Manhattan Beach	Hildy Stern	Director	Remote
16	Moorpark	Jessica Sandifer	Alternate	Remote
17	Ojai			Absent
18	Oxnard			Absent
19	Paramount			Absent
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			Absent
27	Thousand Oaks	Bob Engler	Director	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			Absent
32	Whittier	Vicki Smith	Alternate	Remote

All votes are unanimous unless otherwise stated.

GENERAL PUBLIC COMMENT

No general public comment was made.

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

Motion: Director Horvath, Redondo Beach

Second: Director Calaycay, Claremont

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

REGULAR AGENDA

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

Karen Schmidt, Sr. Advisor for Strategy, provided a presentation of the item. Ms. Schmidt explained that California investor-owned utilities (IOUs) began defaulting residential customers to TOU rates starting in October 2020. Although CCAs are not required by law to transition their customers to default TOU generation rates, CPA's Board directed CPA to implement a default TOU transition to coincide with

SCE's transition for CPA customers. Ms. Schmidt noted that TOU rates provide customers with a price signal to reduce consumption during periods of peak demand and described the benefits of TOU, including that it promotes load shifting to daytime hours; reduces resource adequacy costs and GHG emissions, and provides potential savings to customers. CPA residential customers will be defaulted to TOU in February and March 2022 but CPA will allow customers to opt-out and remain on flat rates. Ms. Schmidt also described CPA's proposed bill protection tariff, which will ensure that customers do not experience adverse bill impacts during their first 12 months on default; the protection tariff mirrors SCE's bill protection for delivery charges, thereby removing competitive concerns. Ms. Schmidt summarized the proposed eligibility for bill protection and its implementation mechanics, specifying the following: NEM customers and those already on TOU are not eligible; customer automatic enrollment will occur; bill comparisons will inform CPA's credit on the customer's bill at the end of the bill protection period; and fiscal impact to CPA is estimated at \$75,000 to \$1.5 million. Lastly, Ms. Schmidt reviewed customer outreach, including co-branded SCE/CPA notices, statewide and local educational campaigns, upcoming CPA social media/paid advertising, and other toolkits.

In response to several questions and comments from Directors C. Horvath, Parkhurst, Zuckerman, and Santangelo, about customer messaging, eligibility, and the different default TOU rates, staff discussed and clarified the following: customer messaging will shift from the current approach of educating about TOU to more action-oriented information; customers will be defaulted to either D4 or D5 depending on their what the analysis shows will be most advantageous given their past usage behavior; flat rates will continue to be available, but customers will need to opt-out of TOU in order to access them. Opting out, however, will also deem customers ineligible for the bill protection tariff. Additionally, customers who started service after October 2020, have already been defaulted to TOU rates, and therefore haven't had a history of experience on the flat rate, and will not be eligible for the bill protection. CPA will honor eligibility for bill protection if customers were eligible to receive it under SCE's generation rate. Director Gold inquired as to the wide range of potential fiscal impact and noted that the budget next year should assumed the higher end of the range and that messaging should be much more granular in explaining bill protection and crediting, in order to mitigate opt-outs due to customer confusion about the crediting process. Vice Chair Parks asked about the duration of the 12 months. Matt Langer, Chief Operating Officer, clarified that the under TOU monthly bills can shows both positive and negative financial impacts protection so it important to capture a full 12 months to allow customers to go through the entire seasonal cycle otherwise CPA could end up paying more than necessary.

Chair Mahmud asked if CPA had input in the co-branded correspondence; requested that a 6-month snapshot be sent out during the bill protection period with recommendations to customers about their TOU behavior. Ms. Schmidt and Mr. Langer confirmed that CPA was able to provide some input in the correspondence and call center staff will receive training to explain the rate conversions. Chair Mahmud shared that the SCE website also offers a TOU bill comparison feature to help customers get a preview of an anticipated TOU bill.

Jane Johnson provided public comment.

Motion: Director Horvath, West Hollywood
Second: Vice Chair Kuehl, Los Angeles County
Vote: Item 6 was approved by a roll call vote.

MANAGEMENT REPORT

Ted Bardacke, Executive Director, discussed several upcoming battery storage projects that will contribute to grid stability; invited member feedback on the monthly member agency dashboard; and thanked board members whose communities recently transitioned to 100% Green default rate, for their involvement in outreach and education.

Director Zuckerman asked about SCE's published projections of generation rates; Mr. Bardacke confirmed that SCE's generation rate projections and the PCIA will be published around November for an implementation in Q1 2022. Director Maurer thanked staff for a relatively smooth transition to the new default rate in Calabasas.

COMMITTEE CHAIR UPDATES

Director Horvath, Legislative & Regulatory Committee Chair, provided a report on continued outreach to state representatives.

Director Parkhurst, Energy Committee Chair, noted that staff recently released the Reliability RFO and will plan to release a new Power Share RFO; the Committee is also planning to work on the Integrated Resource Plan.

BOARD MEMBER COMMENTS

None.

REPORT FROM THE CHAIR

Chair Mahmud congratulated General Counsel, Nancy Whang, on her third year of employment with CPA; noted that CPA participated in Clean Air Day celebrations and touched on the importance of CPA's work in helping to combat the harmful effects of air pollution.

ADJOURN

Chair Mahmud adjourned the meeting 3:20 pm.



Staff Report – Agenda Item 3

To: Clean Power Alliance (CPA) Board of Directors

From: Jack Clark, Director, Customer Programs

Approved By: Ted Bardacke, Executive Director

Subject: Amendment No. 2 with EcoMotion for Consulting Engineering Services

Date: November 4, 2021

RECOMMENDATION

Approve and authorize the Executive Director to execute Amendment No. 2 between CPA and EcoMotion for Consulting Engineering Services to support the implementation of CPA's Clean Backup Power for Essential Facilities program (Power Ready) increasing the Not to Exceed (NTE) amount from \$179,270 to \$292,575.

BACKGROUND

In response to the increasing risk of weather and disaster-related electricity outages, including Public Safety Power Shutoff (PSPS) events, in January 2020 CPA staff conducted a Request for Information (RFI) to member agencies. The purpose of this RFI was to gauge interest in a program that would provide a solar-paired battery energy storage system or standalone energy storage system to an essential facility in each of CPA's 32 member jurisdictions. Subsequently, the program was one of seven priority program concepts contained in the Board-approved *Local Programs for a Clean Energy Future* strategic plan. This program has been branded Power Ready.

DISCUSSION

Power Ready (Clean Backup Power for Essential Facilities Program)

Informed by the RFI, CPA is working with its member agencies to host a solar-paired or standalone battery storage system at one essential facility in each of CPA's 32 member

jurisdictions. Locating solar-paired battery storage at essential facilities with the capability to operate independently from the grid (“islanding”) creates a multitude of benefits that extend beyond the site host to the greater CPA customer base. Such benefits include continuing fundamental public safety operations during grid disruptions like PSPS events or other emergencies (wildfire, flood, earthquake), mitigating local emissions associated with conventional diesel backup power generation, and municipalities gaining experience in developing and hosting solar and storage systems. Essential community facilities include first responder stations, community/cooling centers, evacuation shelters, or municipal yards.

CPA anticipates releasing a Power Ready RFO for the first tranche of sites beginning in the first quarter of 2022. The RFO will seek to identify a developer who will enter into a master power purchase agreement with CPA to install and operate these systems at no direct cost to member agencies. To determine the optimal financing structure and to obtain accurate and competitive pricing for the RFO process, it is necessary for CPA to create an overall inventory and detailed feasibility study of the chosen site in each jurisdiction.

EcoMotion

In July 2020, CPA issued a Request for Proposals (RFP) for Consulting Engineering services for the Power Ready program. CPA received a total of seven proposals with proposals ranging in price from \$176,770 to \$994,350. Three vendors were shortlisted and interviewed. CPA selected EcoMotion for offering the best value.

EcoMotion is an LA-based sustainability solutions and clean energy consultant with expertise in areas of climate planning, energy management, and optimization of distributed energy resources. They have worked with a range of corporate, municipal, and institutional clients, including acting as LA Metropolitan Transit Authority’s (LA Metro) solar consultant for the past six years and managing the Climate Action Planning process for the Coachella Valley Association of Governments. Clients for whom EcoMotion has performed similar services to those contemplated in this agreement include LA Metro,

Loyola Marymount University, multiple local school districts, and the Irvine Ranch Water District.

The Board approved the original contract with EcoMotion on November 5, 2020 with an NTE of \$179,270. On January 27, 2021, Amendment No. 1 was executed to authorize the use of CPA's logo by EcoMotion. No other terms were changed in Amendment No. 1.

Proposed Amendment No. 2 to the EcoMotion Agreement

Staff is seeking approval to authorize the Executive Director to execute Amendment No. 2 to extend the timeline to implement the original scope of work and to increase the NTE. No new tasks are added.

The extended timeline and increased NTE is needed because site selection and feasibility study parameters are ongoing and iterative with member agencies as the particularities of each selected site are integrated into the inventory. The discussions between member agencies and CPA have been constructive and valuable; they have also required more work related on site-specific issues. This, in turn, has led to an increase in EcoMotion's work on certain tasks. CPA staff turnover has also led to a heavier reliance on EcoMotion in the short-term to keep the program moving forward. This amendment will allow CPA to rely on EcoMotion's services as CPA continues to shape the current and future tranches member agency sites, along with the support for the first anticipated Power Ready RFO, anticipated early in 2022.

FISCAL IMPACT

The proposed contract costs are included in the Board-approved FY 2021-2022 budget.

ATTACHMENT

- 1) EcoMotion Amendment No. 2 – Professional Services Agreement

**AMENDMENT NUMBER TWO
ECOMOTION, INC.
PROFESSIONAL SERVICES AGREEMENT**

This Amendment Number Two (“AMENDMENT TWO”) to the Professional Services Agreement is made by and between Clean Power Alliance of Southern California (“CPA”) and EcoMotion, Inc. (“CONTRACTOR”) on November 4, 2021. CPA and CONTRACTOR may individually be referred to herein as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, a Professional Services Agreement (“AGREEMENT”) was executed on November 5, 2020, between CPA and CONTRACTOR in order to contract for professional services to develop a site inventory and assessment for development of behind-the-meter solar photovoltaic paired or standalone energy storage;

WHEREAS, on January 27, 2021, CPA and CONTRACTOR executed Amendment Number One (“AMENDMENT ONE”) to authorize the use of CPA’s logo by CONTRACTOR;

WHEREAS, CPA desires to further amend the AGREEMENT in order to allow CPA to renew the term of the agreement, to revise the scope of services as specified herein, and to increase the not-to-exceed amount to \$292,575;

WHEREAS, CPA desires to renew the AGREEMENT for the Renewal Term from November 5, 2021, through November 4, 2022;

WHEREAS, CONTRACTOR has the competence and specialized expertise to provide the professional services, described above; and,

WHEREAS, CONTRACTOR desires to provide and perform these professional services.

NOW, THEREFORE, it is mutually agreed by and between the Parties hereto to amend the AGREEMENT as follows:

1. Section 5, Term. Section 5 of the AGREEMENT shall be deleted in its entirety and replaced with the following:

“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”). At the end of the Initial Term, the Parties may renew this Agreement for successive one (1) year terms for a maximum of two years (each, a “Renewal Term”), unless either Party provides ninety (90) days prior written notice of its intent not to renew the term of the Agreement (“Renewal Notice”).”

2. Exhibit A. Exhibit A of the AGREEMENT shall be deleted in its entirety and replaced with the Exhibit A attached to this AMENDMENT TWO.

3. Exhibit B: Exhibit B of the AGREEMENT shall be deleted in its entirety and replaced with the Exhibit B attached to this AMENDMENT TWO.
4. Except as specifically amended hereby, all other terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT TWO to be executed as of the date first above written.

CONTRACTOR	CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA
By: _____	By: _____
Name: Ted Flanigan	Name: Theodore Bardacke
Title: President	Title: Executive Director

Exhibit A

Description of Services

Contractor will be responsible for developing a Site Inventory & Assessment for development of Behind-The-Meter (“BTM”) solar photovoltaic (“PV”) paired or standalone energy storage.

Task #1: Project Plan Development

A. Project Kick-off

1. Prior to the commencement of any work, Contractor will conduct an initial assessment of project requirements that should include, at a minimum:
 - i. Conducting a meeting with CPA project stakeholders
 - ii. Establishing preliminary expectations and desired results from CPA personnel.

B. Develop Project Parameters

1. Contractor will work with CPA to establish parameters for defining plausible project sites for development.

C. Develop Project Plan

1. Contractor will use the information gathered in Task 1.A and Task 1.B., above, to construct a project plan.
2. CPA will have the opportunity to review and provide feedback on the final project plan prior to the performance of any subsequent project work.

Task 1 Deliverables: Contractor will provide a final workplan with expected timelines along with guiding documents to CPA detailing the final project requirements and established project parameters.

Task #2: Development of Site Inventory

A. Development of Inventory of 32 Sites

1. **Development of Shortlist Criteria:** Contractor will work with CPA to develop eligible project criteria for member agency shortlist nominations.
2. **Member Agency Webinars(s):** Contactor will perform at least 1 but no more than 2 general webinars to provide CPA member agency staff with an introduction to Contractor and the site inventory and assessment process. The webinar should prepare them for what to expect in the individual meetings and outline the shortlist criteria for nominating sites.
3. **Site Shortlist:** Contractor will request CPA’s member agencies to provide Contractor with a shortlist of 5 nominated sites that are of interest to the member agency and meet the CPA project criteria for a project maximum of 160 potential shortlisted sites.

4. **Member Agency Meetings:** Contractor will conduct a virtual or phone meeting with each of the 32 member agencies and, if needed, 16 1-hour follow-up meetings with 16 cities or double follow-up meetings with 8 cities.
5. **Analysis of Shortlisted Sites:** Contractor will conduct cursory reviews of each of the shortlisted sites using information supplied by agencies, as well as analysis of utility billing information, interval data provided by the CPA. These analyses will determine the benefits of solar and options for storage for each site.
6. **Ranking Shortlists:** Contractor will rank the projects on each member agency shortlists using criteria approved by CPA. These findings will be reviewed with CPA and each member agency, and final site selections made based on this ranking.

Task 2 Deliverable(s): Contractor will provide for CPA approval a final list of 32 selected sites, one for each member agency, that will be used to perform Task 3. Final list should include supplemental justification for selection.

Task #3: Detailed Site Assessment

Contractor will conduct a detailed assessment of each selected site identified in Task 2 as outlined below. Contractor will utilize multiple tools and software as well as at least one (1) on-site visit to each member agency's selected site to gather all the required information for the assessments. Contractor will develop an online template to be used by Contractor's professionals in the field for documenting site conditions. In addition, photographs will be taken to document electrical switchgear, roof conditions, etc. All this and other project information will be filed on a Google Drive shared by Contractor to CPA for complete information access and project transparency throughout the project.

A. Developing Host Site Characteristics

1. **Cataloging of Site Location and Details:** Contractor will document the physical site location and any pertinent site details (i.e. easements, annual fairs (that require open parking lots), airport glare or runway exhaust, etc.). This will be done initially with Google Earth and will be followed with onsite visits as necessary, following all Center for Disease Control guidelines and social distancing procedures.
2. **Document Site Control and Restrictions:** Contractor will document the required site permissions for hosting (if any).
3. **Document Site Management:** Contractor will determine how the community benefit would work, if the nominated sites straddle more than one parcel, and if the site is managed by one entity or more.

B. Technical Assessment

1. **Prior Feasibility Analyses:** Contractor will determine if any member agency already conducted any feasibility studies or assessments for the chosen site that may inform the Technical Assessment. This information will be gleaned during the one-on-one member agency meetings to discuss their short list sites. If analyses, audits or other documentation is available, Contractor will request it and analyze it as it pertains to the proposed energy resiliency project.
2. **Site Diagrams:** Contractor will gather project site drawings from the member agencies. Contractor will conduct site visits based on the site diagrams and can verify electric room conditions, likely conduit runs, and potential space for additional equipment.
3. **Space for Storage:** Contractor will determine the available space for storage. This will entail a determination of the amount of storage required for a project, thus the area – interior or exterior -- required for that amount of storage given lithium-ion and vanadium redox, and other storage technologies. Contractor will determine proximity to interconnection, will flag issues with space, conduits, etc., and will present specific locations plausible for storage after conferring with onsite building managers.
4. **Solar PV Generation Potential:** Contractor will fully evaluate the options for solar at each of the 32 sites to present options of solar configurations. Contractor will use both Google Earth and onsite verification to develop solar scenarios and layouts using Helioscope and will then model solar financials using Energy Toolbase which integrates onsite interval data, rate offset scenarios, solar market prices, and proxy solar systems. If a chosen member site cannot accommodate solar PV generation, Contractor will present the reasons for this and explore alternative solutions.
5. **Critical Load Identification:** Working with onsite building managers, Contractor will identify which loads are critical and which loads can be curtailed in the event of a grid power outage and thus battery-mode operations. Contractor will analyze and measure critical loads and identify critical systems/equipment for connection to backup power.
6. **Storage Duration Desired:** Contractor will determine optimal durations of islanded back-up power at each site. Contractor will take direction from CPA on its purchase criteria for Long Duration Energy Storage (“LDES”) and will then work with building managers to meet their resiliency desires and goals.
7. **Required Site Improvements:** Contractor will provide detailed descriptions of site improvements required to support solar PV and/or battery storage installation for each site. Contractor will document conditions and present a pragmatic plan for any required upgrades.

Contractor will also provide rough order of magnitude costs for each upgrade to inform the decision process.

8. **Existing Solar:** Contractor will evaluate any existing solar on the 32 sites and provide details about such systems, including relevant information about purchase model or lease term, generating capacity, age, degradation, interconnection, pertinent electric rate, and whether existing solar can be retrofitted to generate in conjunction with battery storage and resilience.
9. **Existing Back-Up Generation:** Contractor will assess and describe integrating the new energy resilience systems with existing on-site backup systems, such as diesel generators.
10. **Load Shifting Potential:** Contractor will be responsible for identifying load shifting potential for each of the 32 sites. As with determining critical loads, Contractor will be informed by interval data, building managers, and onsite conditions to make recommendations on load shifting potential. This will have been done in a cursory way in Task 2A, and now will be more detailed with calculations of potential kW for demand response or load shifting when needed by the CPA. Front of meter configurations and leases that benefit the member agency host site will be considered where site loads are small.
11. **Drop Out Protocol:** Contractor will determine the contingency plan in the event that a member agency's preferred site drops out for one reason or another.

Task 3 Deliverable: The final deliverable will be the detailed inventory and assessment containing the information outlined above of at least one priority site in each participating jurisdiction, to be delivered to CPA by December 31, 2021. Contractor will present these deliverables in a Final Report and provide a PowerPoint Presentation to share with the CPA and ultimately member agencies. The Final Report will provide an overview of the project, the process that was followed, as well as lessons learned. Substantively, the Final Report will provide all requested project details above for each proposed project – preliminary spatial designs using Helioscope, and Energy Toolbase financial analyses. The PowerPoint will summarize the report for presentation purposes.

Task 4: RFO(s) Support

1. Should CPA need to retain Contractor to support with CPA's RFO for development of the systems, Contractor may perform the RFO support tasks identified in Table 1 below for a maximum of 120 hours of support for each CPA RFO.

Deliverables for Task #4

At the request of CPA, Contractor shall provide the contemplated services identified in Table 1, below:

Table 1: Description of Contemplated Task 4 Services	
Developing a scope of services	12 Hours
Developing a Request for Offers	12 Hours
Establishing and populating a drive with plans, utility data, etc.	8 Hours
Managing the Question and Answer process	8 Hours
Managing the Proposers conference – virtual or in-person	16 Hours
Reviewing proposals and providing detailed reviews of proposals	20 Hours
Hosting and facilitating interviews	8 Hours
Checking references	8 Hours
Populating Contractor's Comparative Matrix review with CPA	8 Hours
Providing Recommendations to CPA officials, discussions	12 Hours
Helping to negotiate changes to winning proposals if necessary	8 Hours

Project Schedule

PROJECT TITLE: Clean Power Alliance Power Ready Program
 PROJECT MANAGER: Ted Flanigan
 COMPANY NAME: EcoMotion
 DATE: 10/15/2021

PHASE	DETAILS	Project Quarter															
		Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	Q1 2023	Q2 2023					
1	Task 1: Project Plan Development	Project Kick-Off Develop Project Parameters Develop Project Plan															
	2	Task 2: Develop an Inventory of 32 Preferred Sites	Define "critical facility" and "community benefit" Assist CPA in developing shortlist criteria Review member agencies' preliminary submittals Analyze interval and billing data for sites Assist CPA in issuing secondary RFIs to agencies Prep and convene virtual meetings with agencies Prep and convene follow-up meetings as needed Convene second follow-up meetings as needed Rank member agencies' shortlists using criteria														
			3	Task 3: Provide Detailed Assessment of 32 Sites	Evaluate locations, shading, devel plans, easements Provide detailed information for each site Determine site owner and operator Describe critical nature of site, community benefit Determine opportunities for storage at sites Determine if site is Cal EnviroScreen 3/0 DAC Review prior analyses to inform assessment Provide summaries of installation readiness Develop site diagrams that show meter locations Prepare solar and storage models, scenarios Determine solar generation potential Identify critical systems/equipment with agencies Determine backup power duration for critical loads Describe site improvements needed for storage Describe existing on-site photovoltaics Describe integration with existing back-up Describe and assess on-site load shifting potential Describe opportunities for alternative configuration Evaluate the next-best site for inclusion												
4					Task 4: Construction Solicitation(s) Support	Assist with developing construction solicitation(s) Participate in pre-bid conf call(s) w/ proposers Assist with responses to technical questions Review submissions; analyze technical merits											

Exhibit B Compensation

Contractor shall satisfactorily provide all the contemplated services detailed in Exhibit A at the fixed price per deliverable specified in Table 2 below and in compliance with the terms and conditions of this Agreement.

Table 2: Fixed Price Per Deliverable	
Task 1: Project Plan Development	\$ 1,280
Task 2: Site Inventory Development	\$ 66,090
Task 3A: Qualitative "Deep Dive" Assessment of Potential Sites	\$ 97,595
Task 3B: Technical Assessment	\$ 46,800
Total	\$211,765

In addition, CPA will reimburse Contractor at the hourly rates set forth in Table 3 below for the RFO support activities set forth in Task 4, for one (1) CPA RFO. The total Not-To-Exceed ("NTE") for the Task 4 RFO support activities shall not exceed \$39,155.

Contractor may provide additional, optional RFO support activities as set forth in Task 4 for one (1) CPA RFO, if approved in advance in writing by CPA. The total Not-To-Exceed ("NTE") for the optional Task 4 RFO support activities shall not exceed \$39,155.

Additionally, CPA shall pay Contractor at the hourly rates set forth in Table 3 below for up to \$2,500 provided that Contractor has obtained prior written approval from the CPA contact listed in Section 16 of the Agreement.

Table 3: Hourly Rates		
Name	Title	Hourly Rate
Ted Flanigan	Project Director	\$225
David Houghton, PE	Project Engineer	\$185
Michael Ware	Senior Solar Specialist	\$155
Brady Zaitoon	Staff Engineer	\$145
Terry Chan	Staff Engineer	\$145
Jibade Sandiford	Solar Specialist	\$125
Alizeh Siddiqui	Project Assistant	\$85

The Total Maximum Amount that CPA shall pay Contractor for all Services to be provided under this Professional Services Agreement shall not exceed **two hundred ninety-two thousand five hundred seventy-five Dollars (\$292,575.00)** ("Not-to-Exceed" or "NTE").



Staff Report – Agenda Item 4

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: November 4, 2021

RECOMMENDATION

Receive and file.

CAC 2021 Retreat

The CAC will hold a retreat, virtually, on Friday, November 12th from 2:00PM - 5:30PM. This retreat is intended to provide the CAC members with an opportunity to revisit the CAC workplan which outlines commitments of CAC Members and CPA Staff in advancing shared goals and to do a deep dive into issues of import as identified by the CAC. This is also an opportunity for interaction between the sub-region representatives. In addition, staff will present and seek input on the following topics during the retreat:

- Paths to 100% Renewable and Carbon Free Energy
- Breakout: Leveraging Networks, Advocacy, and Empowering CAC Members
- CPA Diversity, Equity, and Inclusion Plan

Based on discussions between the CAC Chair, Vice Chairs, and staff, a draft agenda was developed and is attached for your reference.

ATTACHMENTS

- 1) CAC Meeting Attendance
- 2) CAC Draft Retreat Agenda

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)

October (Dark)



Community Advisory Committee

2021 Retreat

Friday, November 12 | 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)
CAC Chair David Haake and CPA Board Chair Diana Mahmud
- 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**



Staff Report – Agenda Item 6

To: Clean Power Alliance (CPA) Board of Directors

From: Susan Caputo, Interim Board Secretary

Subject: Employment Agreement with (1) Executive Director, Ted Bardacke and (2) General Counsel, Nancy Whang

Date: November 4, 2021

RECOMMENDATION

Approve the employment agreements with:

1. The Executive Director at a salary of \$369,600 with the terms as specified in the proposed Employment Agreement (Attachment 4).
2. The General Counsel at a salary of \$287,500 with the terms as specified in the proposed Employment Agreement (Attachment 5).

BACKGROUND

The Executive Director's current three-year employment contract expires in five months, at the end of March 2022. Since the Executive Director would like to remain in his current position, he opened discussions with the Executive Committee at its October 20, 2021 meeting about a contract renewal, including salary level, term, and other potential changes. Results of those discussions are outlined below and contained in the attached proposed contract.

In December 2019, the CPA Board approved a 3-year General Counsel employment contract, which expires in December 2022. Other than a 1% COLA awarded in January of 2021, the General Counsel has not received a salary adjustment under her current contract. Given that the General Counsel desires more long-term certainty ahead of a contract that is expiring in December 2022, on October 20, 2021 she opened discussions with the Executive Committee about a new contract, one that would run concurrent with

that of the Executive Director. Results of those discussions are outlined below and contained in the attached proposed contract.

EXECUTIVE DIRECTOR SALARY CONTEXT

The 10% salary increase granted in April 2020 to the Executive Director raised the Executive Director's to \$308,000 from \$280,000. His current salary remains the lowest of the CEOs of the seven major CCAs in California, despite CPA being nearly twice as large in terms of revenue and having the largest Board of Directors and second-largest staff of any CCA.¹ CCA CEO salaries range from \$308,000 to \$405,000, with an average of \$355,000 and a midpoint of \$351,000. See Attachment 1 for further details.

PROPOSED EXECUTIVE DIRECTOR CONTRACT SUMMARY

- **Term:** 5 years (effective January 1, 2022 through December 2026)
- **Salary:** \$369,600 (equal to a 20% raise to between the 50th and 75th percentile for other CCA CEOs)
- **Annual COLA:** Same as all other CPA staff but no less than 3% annually²
- **Health Care and Other Benefits:** Same as all other CPA staff
- **Vacation:** 4 weeks annually (increase from current 3 weeks annually)
- **Severance (in case of termination without cause):** 6 months' salary (increase from current 3 months of salary), plus 3 months of Executive Recruiter/Placement services
- **Title:** Chief Executive Officer (in line with CPA's own title structure – i.e. "C" titles, Vice Presidents, Directors – and other CCAs)³

GENERAL COUNSEL SALARY CONTEXT

On March 4, 2021, the Board approved CPA salary grades and salary ranges ("Grades and Salary Ranges") resulting from a study conducted by Mercer ("Mercer Study") using 2020 data. A copy of the Board approved Grades and Salary Ranges is attached as

¹ MCE, formerly Marin Clean Energy, has a larger staff because they are a Program Administrator of statewide energy efficiency funding.

² Annual Bureau of Labor Statistics inflation rate for the LA Metro Area

³ This change would become effective colloquially with the new contract and would be incorporated legally into CPA's Joint Powers Agreement at its next revision.

Attachment 2. The General Counsel's 2021 salary of \$252,500 is \$10,130 below the minimum salary amount for Executive Grade 116 ("Executive Grade") resulting from the Mercer Study.⁴

This agreement will set the General Counsel's salary at \$287,500 or \$24,870 above the minimum salary range for the Executive Grade.⁵ The 5% annual increase called for in the proposed agreement would enable the General Counsel to be within the mid-point range of Executive Grade 116 at the end of the 5-year period.

PROPOSED GENERAL COUNSEL CONTRACT SUMMARY

Contract Term: 5 years (January 1, 2022 – December 31, 2026)

2022 Base Salary Request: \$287,500

Annual Increase: 5% per year (to be within range of the midpoint of the Executive Grade 116)

COLA: Same as offered to CPA employees starting in 2023⁶

Severance (in case of termination without cause): 6 months of base salary

Health coverage (in case of termination without cause): 1 year of COBRA coverage

FISCAL IMPACT

The Board-approved FY 2021-22 staffing budget included both COLA and merit salary increases for existing staff. An allowance for the Executive Director and General Counsel salaries proposed in these agreements are included in the FY2021-22 staffing budget.

⁴ The Mercer Study shows that the current General Counsel salary is approximately \$18,000 below the 25th percentile of utility/energy General Counsel, approximately \$59,000 below the 25th percentile of public sector General Counsel, and approximately \$32,000 below the 25th percentile of general industry General Counsel. See Attachment 3.

⁵ With this adjustment, the General Counsel's salary would be about \$4,000 above the 50th percentile of utility/energy counsel and \$3,000 above the 25th percentile of general industry General Counsel but still below the 25th percentile for public sector General Counsels. See Attachment 3.

⁶ Annual Bureau of Labor Statistics inflation rate for the LA Metro Area.

ATTACHMENTS

- 1) CCA CEO/Executive Director Salary Levels
- 2) CPA Salary Grades and Ranges
- 3) General Counsel Information from Mercer Study
- 4) Proposed Executive Director Employment Agreement
- 5) Proposed General Counsel Employment Agreement

Attachment 1: CCA CEO/Executive Director Salary Levels

CCA	Title	Salary (as of July 2021)	Annual Revenue (2020/21)
Central Coast Community Energy (formerly Monterey Bay Community Power)	Chief Executive Officer	\$404,774	\$289 million
MCE (formerly Marin Clean Energy)	Chief Executive Officer	\$390,063	\$453 million
East Bay Community Energy	Chief Executive Officer	\$374,500	\$463 million
Silicon Valley Clean Energy	Chief Executive Officer	\$351,000	\$252 million
Peninsula Clean Energy	Chief Executive Officer	\$340,200	\$215 million
Sonoma Clean Power	Chief Executive Officer	\$318,347	\$182 million
Clean Power Alliance	Executive Director	\$308,000	\$808 million

Salary Grades and Ranges

Salary Structure					
	Grade	Minimum	Midpoint	Maximum	Range Spread %
Exec	116	\$262,630	\$334,305	\$405,980	55
	115	\$210,100	\$267,440	\$324,780	55
Mgr / Dir	114	\$174,550	\$213,945	\$253,340	45
	113	\$147,920	\$181,310	\$214,700	45
	112	\$130,380	\$153,635	\$176,890	36
	111	\$113,370	\$133,595	\$153,820	36
Professional	110	\$98,580	\$116,160	\$133,740	36
	109	\$85,730	\$101,020	\$116,310	36
	108	\$75,540	\$88,340	\$101,140	34
	107	\$64,820	\$76,385	\$87,950	36
	106	\$56,370	\$66,425	\$76,480	36
	105	\$49,020	\$57,760	\$66,500	36

Community Choice Aggregator (CCA) 2020/21 Custom Compensation Survey Results

Prepared for **Clean Power Alliance**

	General Industry								Utilities / Energy							Public Sector								
Job Title	Obs	Base Salary			STI Elig %	TCC			Obs	Base Salary			STI Elig %	TCC			Obs	Base Salary			STI Elig %	TCC		
		25th	50th	75th	50th	25th	50th	75th		25th	50th	75th	50th	25th	50th	75th		25th	50th	75th	50th	25th	50th	75th
Chief Executive Officer	60	\$401.2	\$677.8	\$879.9	82.0%	\$401.2	\$933.5	\$1,498.1	16	\$545.3	\$730.8	\$938.1	81.0%	\$807.8	\$1,219.1	\$2,281.2	10	\$392.4	\$548.8	\$867.7	30.0%	\$413.0	\$558.6	\$867.7
Chief Financial Officer	81	\$308.3	\$395.8	\$481.1	80.0%	\$337.3	\$498.3	\$755.9	14	\$397.3	\$453.1	\$517.7	78.6%	\$453.3	\$605.7	\$884.3	21	\$269.2	\$320.2	\$340.7	48.0%	\$271.5	\$342.7	\$401.5
Chief Operations Officer	50	\$321.2	\$386.8	\$515.8	82.0%	\$344.3	\$452.6	\$771.9	8	\$349.3	\$446.3	\$538.8	85.7%	\$395.3	\$699.3	\$1,118.4	11	\$248.3	\$253.8	\$332.9	73.0%	\$253.8	\$293.4	\$332.9
General Counsel	112	\$284.6	\$359.9	\$438.0	83.0%	\$367.7	\$468.2	\$672.7	28	\$270.1	\$283.8	\$327.0	100.0%	\$370.4	\$421.7	\$485.3	10	\$311.4	\$364.2	\$470.8	50.0%	\$311.4	\$402.8	\$484.9
Chief Administration Officer	13	\$295.6	\$379.5	\$444.6	85.0%	\$317.5	\$464.1	\$511.8	5	-	\$345.8	-	80.0%	-	\$575.9	-	7	\$290.5	\$316.4	\$430.7	71.0%	\$303.7	\$316.4	\$433.2

All values shown in \$'000s



Attachment 4

EMPLOYMENT AGREEMENT – CLEAN POWER ALLIANCE EXECUTIVE DIRECTOR THEODORE BARDACKE

THIS EMPLOYMENT AGREEMENT (“Employment Agreement”) is entered into by and between the Clean Power Alliance of Southern California, also known as “CPA” and Theodore Bardacke, an individual (“Employee”). CPA and Employee are sometimes collectively referred to herein as the “Parties.” This Agreement is effective as of January 1, 2022 (“Effective Date”).

RECITALS

This Employment Agreement is entered into based on the following facts, understandings, and intentions of the Parties:

- A. CPA is a Community Choice Aggregation Program (“CCA Program”) established pursuant to California Public Utilities Code Section 366.2(c)(12) with 32 member counties and cities (“Member Agencies”). These Member Agencies are signatories to the Clean Power Alliance of Southern California Joint Powers Agreement (the “JPA Agreement”) which serves as the operative document in the implementation, administration, and operation of the CCA Program.
- B. Section 5.5 of the JPA Agreement provides that the CPA Board of Directors (“Board”) shall appoint an Executive Director for the CPA, who shall be responsible for the day-to-day operation and management of the CPA and the CCA Program and provides for the exercise of powers and authority by the Executive Director.
- C. Employee possesses the skill, experience, ability, background, and knowledge to continue to perform the duties and services provided by this Agreement as the Executive Director of CPA.
- D. CPA desires to extend Employee’s term of employment on the terms and conditions provided by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual promises and conditions in this Agreement, it is agreed as follows:

1. **Duties, Authority, and Title of the Executive Director.** CPA shall employ Employee as the Executive Director of CPA, with the full power and authority to perform all of the duties and authority of the Executive Director, as provided in the JPA Agreement, and as authorized or delegated by the Board from time to time. The Executive Director will be referred to as CPA’s “Chief Executive Officer” and may utilize this title for all purposes related to the performance of Employee’s duties.
2. **Term.** Unless earlier terminated as provided for in this Agreement, the term of this

Agreement shall be for five (5) years, commencing on the Effective Date (the “Term”).

3. **Compensation.** Starting on the Effective Date, CPA shall pay Employee an annual base salary of \$369,600 paid on CPA’s normal paydays, subject to legally permissible or required deductions. Employee’s salary is compensation for all hours worked and for all services under this Agreement. Employee shall be exempt from overtime pay provisions of California law (if any) and federal law.
4. **Salary Adjustments.** Employee’s salary shall be adjusted annually to reflect cost of living increases offered to all CPA employees provided that any increase to Employee’s salary shall not be less than 3% for each calendar year during the Term.
5. **Benefits.** During the Term of this Agreement, Employee shall be entitled to all benefits offered to CPA employees, including but not limited to group insurance plans, retirement programs, paid time off, sick leave, and expense reimbursement. Employee acknowledges that the benefits offered to CPA employees may be modified, reduced, or eliminated at the discretion of the Board, in accordance with applicable law. Employee shall accrue vacation leave at the rate of 160 hours (4 weeks) each year. Except as otherwise provided in this Agreement, vacation time shall be subject to any CPA vacation policy applicable to employees generally.
6. **Expenses.** Throughout the Term, and subject to the availability of funds, CPA shall reimburse Employee for budgeted and reasonable out-of-pocket expenses incurred in connection with CPA’s business, including reasonable expenses for travel, food, and lodging while away from home, subject to such policies as CPA may from time-to-time reasonably establish for its employees. Additionally, Employee shall be entitled to reimbursement for Board-approved or budgeted for, continuing education expenses, attendance at conventions, conferences, or membership in professional organizations.
7. **Annual Performance Evaluation.** The Board shall conduct an Annual Performance Review of the Executive Director. This review will be completed prior to the end of each 12 months of the Term of the Agreement. The Annual Performance Review will include both an evaluation of the Executive Director’s performance during the prior 12 months and the setting of priorities and goals for the upcoming 12 months.
8. **Restrictions on Outside Business Activities and Conflicts.** Throughout the Term, Employee shall devote Employee’s full energies, interest, abilities, and productive time to the performance of the Agreement and shall not, without approval of the Executive Committee of the Board, tender to other entities or individual’s services of any kind for compensation or engage in any business activity. In addition, Employee shall not engage in any activity, for compensation or otherwise, that would interfere or conflict with the performance of Employee’s duties under this Agreement, including activities that may reasonably be expected to conflict with Employee’s duties. Without limitation to the foregoing, a conflict includes, but is not limited to, a conflict of interest under the California Political Reform Act, Government Code Section 1090, or other state or federal laws.

9. **Termination of Agreement.**

- a. Termination by CPA. Employee is employed at the pleasure of the Board and is thus an at-will employee. The Board may terminate this Agreement and the employment relationship at any time with or without cause, and with or without prior notice.
- b. Termination on Resignation. Employee may terminate the Agreement by giving CPA at least sixty (60) days (or more if practical) prior written notice. CPA may accelerate the effective date of resignation to any date after the receipt of written notice or, upon request, may reduce the notice period, at its discretion.
- c. Termination on Death. If Employee dies during the term of this Agreement, this Agreement shall be terminated on the date of Employee's death. All warrants or checks for accrued salary, accrued vacation, or other benefits or items shall be released to the person designated in writing by Employee pursuant to Government Code Section 53245 or, if no designation is made, to Employee's estate.

10. **Severance.** CPA shall pay Employee for all services through the effective date of termination. Employee shall have no right to any additional compensation or payment, except as provided below and except for any accrued and vested benefits.

- a. If CPA terminates this Agreement (thereby terminating Employee's employment) without cause, CPA shall pay (a) Employee a lump sum severance benefit equal to six (6) months of Employee's then-applicable base salary; and (b) for three (3) months of an executive recruiter or placement services of the Employee's choosing.
- b. If CPA terminates this Agreement (thereby terminating Employee's employment) with cause, Employee shall not be entitled to any severance or executive recruiter or placement services. As used in this Agreement, cause shall mean termination due to:
 - i. A conviction, plea bargain, judgment, or adverse determination by any court, the State Attorney General, a grand jury, or the California Fair Political Practices Commission involving any felony, intentional tort, crime of moral turpitude, or violation of any statute or law constituting misconduct in office, misuse of public funds, or conflict of interest;
 - ii. Conviction of a felony;
 - iii. Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;
 - iv. Willful abandonment of duties;
 - v. A pattern of repeated, willful, and intentional failure to carry out

materially significant and legally constituted policy decisions of the Board made by the Board as a body or persistent and willful violation of properly established rules and procedures; and

- vi. Any other action or inaction by Employee that materially and substantially harms CPA's interests, materially and substantially impedes or disrupts the performance of CPA, or that is detrimental to employee safety or public safety.
 - c. If Employee terminates this Agreement (thereby terminating Employee's employment), Employee shall not be entitled to any severance or executive recruiter or placement services.
 - d. Any other term of this Agreement notwithstanding, the maximum severance that Employee may receive under this Agreement shall not exceed the limitations provided in Government Code Sections 53260 - 53264, or other applicable law. Further, in the event Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the CPA for any paid leave or cash settlement (including severance), as provided by Government Code Sections 53243 - 53243.4.
11. **Reimbursement to CPA required.** The following limitations apply to CPA's obligation to Employee pursuant to paragraph 10 above:
- a. Paid Leave. Pursuant to Cal. Government Code Section 53243, in the event the Employee is placed on paid leave pending an investigation, Employee shall reimburse CPA if Employee is subsequently convicted of a crime of moral turpitude or that constitutes "abuse of office or position," as that is defined by Government Code Section 53242.4;
 - b. Legal Defense. Pursuant to Government Code Section 53243.1, in the event CPA pays for Employee's legal criminal defense, Employee shall fully reimburse such funds to CPA if Employee is subsequently convicted of a crime of moral turpitude that constitutes "abuse of office or position;"
 - c. Severance. Pursuant to Government Code Section 53243. 2, if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from CPA, including any severance paid under Paragraph 10 must be fully reimbursed to CPA if Employee is subsequently convicted of a crime of moral turpitude or that constitutes "abuse of office or position."

12. Miscellaneous Provisions.

- a. Integration. Subject to all applicable Government Code Sections, this Agreement contains the entire agreement between the Parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the Parties before the date of this Agreement. No amendments to this Agreement may be made except in writing signed by the

Parties.

- b. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances it shall nevertheless remain in full force and effect in all other circumstances.
- c. Notices. Any notices required or permitted under this Agreement must be in writing and shall be deemed effective on the earlier of personal delivery (including personal delivery by facsimile or similar means intended to provide actual delivery on the same day) or the third day following mailing by first class mail to the recipient. Notice to CPA shall be addressed to the Secretary of the Board at the CPAs then principal place of business. Notice to Employee shall be addressed to Employee's home address, as then shown in CPA's files.
- d. Agreement is Binding. This Agreement shall be binding upon and inure to the benefit of CPA, its successors and assigns, and shall be binding upon Employee, Employee's administrators, executors, legatees, heirs, and assigns.
- e. Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor a waiver or relinquishment of any right or power.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA

By _____
Diana Mahmud, Board Chair

Date

By _____
Theodore Bardacke

Date

APPROVED AS TO FORM:

By _____
Nancy Whang, General Counsel

Attachment 5

EMPLOYMENT AGREEMENT - CLEAN POWER ALLIANCE GENERAL COUNSEL NANCY WHANG

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Clean Power Alliance of Southern California, also known as “CPA” and Nancy Whang, an individual (“Employee”). CPA and Employee are sometimes collectively referred to herein as the “Parties” and individually as “Party”. This Agreement is effective as of January 1, 2022 (“Effective Date”).

RECITALS

This Employment Agreement is entered into based on the following facts, understandings, and intentions of the Parties:

A. CPA is a Community Choice Aggregation Program (“CCA Program”) established pursuant to California Public Utilities Code Section 366.2(c)(12) with 32 member counties and cities (“Member Agencies”). These Member Agencies are signatories to the Clean Power Alliance of Southern California Joint Powers Agreement (the “JPA Agreement”) which serves as the operative document in the implementation, administration, and operation of the CCA Program.

B. Section 4.4 of the JPA Agreement authorize the Board to retain legal counsel and Article III, Section 7 of the Board-adopted Bylaws designate the General Counsel as the attorney for and legal advisor to the Board and CPA.

C. Employee possesses the skill, experience, ability, background, and knowledge to perform the duties and services provided by this Agreement as the General Counsel of CPA.

E. CPA desires to extend Employee’s term of employment on the terms and conditions provided by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual promises and conditions in this Agreement, it is agreed as follows:

1. Duties and Authority of the General Counsel. CPA shall employ Employee as the General Counsel of CPA with the full power and authority to perform general legal services to the CPA. Employee will perform and carry out in a good and professional manner, the duties and responsibilities of the position of General Counsel, as specified in the Bylaws and as otherwise directed by the CPA Board of Directors (“Board”).

In performance of duties, Employee will devote time, ability, and attention equivalent to the professional effort necessary to fulfill Employee’s duties. Employee’s duties will require

flexibility in work hours and location of work, including attendance at Board or committee meetings.

Employee shall perform the duties required hereunder in accordance with all local, state, and federal laws applicable to CPA operations.

2. **Term.** Unless earlier terminated as provided for in this Agreement, the term of this Agreement shall be for five (5) years, commencing on the Effective Date (the “Term”).

3. **Compensation.** Commencing on the Effective Date, CPA shall pay Employee an annual base salary of \$287,500 paid on CPA’s normal paydays, subject to legally permissible or required deductions. Employee’s salary is compensation for all hours worked and for all services under this Agreement. Employee shall be exempt from overtime pay provisions of California law (if any) and federal law. Starting on January 1, 2023, Employee’s base salary (a) shall be increased by 5% each calendar year; and (b) shall be adjusted to reflect general cost of living adjustments, if any, that are offered to CPA employees.

4. **Benefits.** During the Term of this Agreement, Employee shall be entitled to all benefits offered to CPA employees, including but not limited to group insurance plans, retirement programs, vacation, paid time off, sick leave, and expense reimbursement. CPA may establish additional benefit programs and may modify, reduce, or eliminate any benefit plan or program in its discretion, in accordance with applicable law.

In addition, during the Term and subject to the availability of funds, CPA shall pay or reimburse Employee for the following:

- a. Professional Organizations. For reasonable, and necessary membership dues in professional organizations, including the California State Bar.
- b. Continuing Education Expenses. For budgeted and reasonable expenses incurred for continuing education expenses, including attendance at conventions and conferences where continuing education credits are offered.
- c. Software Access. Access to software services at the level necessary for the completion of legal research and duties.

5. **Evaluation of Performance.** The Executive Committee of the Board shall conduct an Annual Performance Review of the General Counsel. This review will be completed prior to the end of each 12 months of the Term of the Agreement. The Annual Performance Review will include both an evaluation of the General Counsel’s performance during the prior 12 months and the setting of priorities and goals for the upcoming 12 months.

6. **Restrictions on Outside Business Activities and Conflicts.** Throughout the Term, Employee shall devote Employee’s full energies, interest, abilities, and productive time to the performance of the Agreement and shall not, without CPA’s prior written consent, tender to other entities or individual’s services of any kind for compensation or engage in any other business activity. In addition, Employee shall not engage in any activity, for compensation or otherwise, that would interfere or conflict with the performance of Employee’s duties under this Agreement, including activities that may reasonably be expected to conflict with the General Counsel duties. Employee shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code section 1090, the Political Reform Act, or other state or federal laws.

7. Termination of Agreement.

- a. Termination by CPA. Employee is employed at the pleasure of the Board and is thus an at-will employee. The Board may terminate this Agreement and the employment relationship at any time with or without cause, and with or without prior notice.
- b. Termination on Resignation. Employee may terminate the Agreement by giving CPA at least sixty (60) days (or more if possible) prior written notice. CPA may accelerate the effective date of resignation to any date after the receipt of written notice or, upon request, may reduce the notice period, at its discretion.
- c. Termination on Death. If Employee dies during the term of this Agreement, this Agreement shall be terminated on the date of Employee's death. All warrants or checks for accrued salary, accrued vacation or other items shall be released to the person designated in writing by Employee pursuant to Government Code Section 53245 or, if no designation is made, to Employee's estate.

8. Severance. CPA shall pay Employee for all services through the effective date of termination. Employee shall have no right to any additional compensation or payment, except as provided below and except for any accrued and vested benefits applicable to all CPA employees generally.

- a. If CPA terminates this Agreement (thereby terminating Employee's employment) without cause, CPA shall (i) pay Employee a lump sum severance benefit equal to six (6) months of Employee's then applicable base salary; and (ii) pay the premiums for Employee's health coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) for one (1) calendar year following termination or until Employee secures full-time employment with a new employer offering health coverage, whichever is sooner. In the event of the latter, Employee shall notify CPA within 30 days of any such full-time employment.
- b. If CPA terminates this Agreement (thereby terminating Employee's employment) with cause, Employee shall not be entitled to any severance. As used in this Agreement, cause shall mean termination due to:
 - i. A conviction, plea bargain, judgment, or adverse determination by any court, the State Attorney General, a grand jury, or the California Fair Political Practices Commission involving any felony, intentional tort, crime of moral turpitude, or violation of any statute or law constituting misconduct in office, misuse of public funds, or conflict of interest;
 - ii. Conviction of a felony;
 - iii. Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;
 - iv. Willful abandonment of duties;
 - v. A pattern of repeated, willful, and intentional failure to carry out materially significant and legally constituted policy decisions of the Board

made by the Board as a body or persistent and willful violation of properly established rules and procedures; and

- vi. Any other action or inaction by Employee that materially and substantially harms CPA's interests, materially and substantially impedes or disrupts the performance of CPA, or that is detrimental to employee safety or public safety.
- c. If Employee terminates this Agreement (thereby terminating Employee's employment), Employee shall not be entitled to any severance.
- d. Any other term of this Agreement notwithstanding, the maximum severance that Employee may receive under this Agreement shall not exceed the limitations provided in Government Code Sections 53260 - 53264, or other applicable law. Further, in the event Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the CPA for any paid leave or cash settlement (including severance), as provided by Government Code Sections 53243 - 53243.4.

9. Reimbursement to CPA required.

The following limitations apply to CPA's obligation to Employee pursuant to paragraph 8 above:

- a. Paid Leave. Pursuant to Government Code Section 53243, in the event the Employee is placed on paid leave pending an investigation, Employee shall reimburse CPA if Employee is subsequently convicted of a crime of moral turpitude or that constitutes "abuse of office or position," as that is defined by Government Code Section 53242.4;
- b. Legal Defense. Pursuant to Government Code Section 53243.1, in the event CPA pays for Employee's legal criminal defense, Employee shall fully reimburse such funds to CPA if Employee is subsequently convicted of a crime of moral turpitude that constitutes "abuse of office or position;"
- c. Severance. Pursuant to Government Code Section 53243.2, if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from CPA, including any severance paid under Paragraph 8 must be fully reimbursed to CPA if Employee is subsequently convicted of a crime of moral turpitude or that constitutes "abuse of office or position."

10. Miscellaneous Provisions.

- a. Integration. Subject to all applicable Government code sections, this Agreement contains the entire agreement between the Parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the Parties before the date of this Agreement. No amendments to this Agreement may be made except in writing signed by the Parties.
- b. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances it shall nevertheless remain in full force and effect in all other circumstances.

- c. Notices. Any notices required or permitted under this Agreement must be in writing and shall be deemed effective on the earlier of personal delivery (including personal delivery by facsimile or similar means intended to provide actual delivery on the same day) or the third day following mailing by first class mail to the recipient. Notice to CPA shall be addressed to the Secretary of the Board at the CPA's then principal place of business. Notice to Employee shall be addressed to Employee's home address, as then shown in CPA's files.
- d. Agreement is Binding. This Agreement shall be binding upon and inure to the benefit of CPA, its successors, and assigns, and shall be binding upon Employee, Employee's administrators, executors, legatees, heirs, and assigns.
- e. Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor a waiver or relinquishment of any right or power.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA

By _____
Diana Mahmud, Board Chair

Date _____

By _____
Nancy Whang

Date _____



Staff Report – Agenda Item 7

To: Clean Power Alliance (CPA) Board of Directors
From: Gina Goodhill, Policy Director
Approved by: Ted Bardacke, Executive Director
Subject: Clean Energy Workforce Development Investment Plan
Date: November 4, 2021

RECOMMENDATION

Approve Phase One of Clean Energy Workforce Development Investment Plan.

BACKGROUND

As part of the terms of its 2019 Power Purchase Agreement (PPA) with CPA, Mohave County Wind Farm, LLC agreed to invest \$1 million over four years in workforce development efforts for Los Angeles and Ventura Counties at the direction of CPA. CPA staff prepared a landscape analysis of clean energy workforce development investment opportunities and presented the analysis to the members of the Community Advisory Committee (CAC) at their October 22, 2020 meeting. Based on CAC feedback, CPA developed workforce investment options and presented them to the Executive Committee at their November 18, 2020 meeting, and to the full Board at the December 3, 2020 meeting.

The Board directed staff to seek out program investments that will “green” existing jobs by providing training and resources to give workers the skills necessary to facilitate building and transportation electrification. Union apprenticeship programs, clean energy rapid skills training, and certificate programs for both union and non-union pathways were identified as the types of investments that staff should consider. After detailed conversations with numerous entities that run workforce development programs with a

green building and transportation emphasis, staff now proposes a Phase 1 investment in 2021 and 2022 in two programs using approximately 40% of the available funds.

PHASE 1 INVESTMENT PLAN PROPOSAL OVERVIEW AND DISCUSSION

CPA staff proposes investing in two programs, at a total cost of \$398,500 (Phase 1). These two programs will account for the first two years of funding of the four-year workforce development program. These programs are:

- 1) A microgrid (solar + storage) maintenance workforce training program, with the Advanced Prototyping Center at the Los Angeles Clean Tech Incubator
- 2) A cybersecurity apprenticeship training for smart buildings & smart cities, with the International Brotherhood of Electrical Workers (IBEW).

Staff will evaluate the outcomes of the programs after the first phase to determine how the remaining funds should be invested in 2023-2024.

Program 1: Microgrid Maintenance Workforce Training Program

Advanced Prototyping Center (APC) Fellowship Program

The Advanced Prototyping Center (APC) is a project of the Los Angeles Cleantech Incubator (LACI) based out of the La Kretz Innovation Campus in Downtown Los Angeles. Created in 2019, the APC Fellowship Program is a multi-tiered workforce training pipeline program which provides technical training, interpersonal skills, and industry-recognized certifications to help disadvantaged groups succeed in the green economy. Select participants are matched with LACI startup companies and partners for internships and potential job opportunities.

The APC Fellowship has completed 5 cohorts to date, with each cohort focused on a particular theme or skill. These have included EV Network Technician Training, EV Maintenance Technical Training, Software Development and IT Support, and others. 100% of graduates have earned an industry recognized credential (i.e., Certified Associate Project Manager; Certified Solidworks Professional for 3D modeling and designing), and 74% have been placed in gainful employment or are pursuing a

secondary post-secondary education. To qualify for the program, participants must have a high school diploma or equivalent; must be part of a disadvantaged group; must be under or unemployed; and must have proof of low-to-moderate income status.

Program Description

CPA proposes to partner with LACI to launch a new cohort, a microgrid maintenance training program to prepare participants with the skills to operate, deploy, and maintain storage + solar components. Upon completion, participants will have an understanding of microgrid systems, high-level microgrid system sizing and feasibility analysis, hands-on microgrid operation and control, and electrical design of distribution networks. The program would take place over six to eight weeks, beginning in February 2022. CPA's total proposed investment is \$50,000 which would support costs around tools and equipment, certifications, and extended internship stipends for 40 students.

Potential career pathways for students who have completed the training include microgrid field technician; solar field operations; field service technician; or continued electrical education with the IBEW. Possible partners for post-training jobs or internships include ElectricFish, Schneider Electric, Engie, and IBEW Local 11.

As the primary funding partner, CPA would have the opportunity to inform curriculum during the program design phase, as well as directly engage with participants. CPA will also be able to offer guidance and input on the recruitment process. Initial ideas for recruitment include partnering with Ventura-based community organizations to increase participants from Ventura; partnering with CPA member agencies, including Los Angeles County, that have their own workforce development efforts; and engaging CPA's CAC committee to activate their networks.

This fellowship program complements CPA's programmatic and legislative goals to install solar and energy storage on critical facilities that can be used during a power outage or extreme weather event to increase reliability and resiliency. A trained workforce that can

manage the maintenance and software challenges of a microgrid system is an important component to long-term reliability and resiliency.

Program 2: Western Electrical Cybersecurity Apprenticeship Training for Smart Buildings & Smart Cities

International Brotherhood of Electrical Workers (IBEW) and Training Centers

The International Brotherhood of Electrical Workers (IBEW) represents approximately 750,000 active members and retirees who work in a wide variety of fields, as electricians, communications and systems installers, transportation systems journeyman, apprentices, construction wireman and construction electricians. IBEW Local Union 11 represents the Electrical Construction Industry in Los Angeles and includes 12,000 journeymen and apprentices. IBEW Local 952 represents the Electrical Construction Industry in Ventura and includes approximately 500 journeymen and apprentices.

A certified electrician must complete an apprenticeship program consisting of 3-5 years of classroom-related study and jobsite experience. Each apprentice attends a minimum of 240 hours of classroom instruction each year of the apprenticeship program, coupled with at least 8,000 on-the-job-training hours. As part of the final years of study, apprentices take advanced classes in specialized electrical skills. Current classes related to clean energy include electrical vehicle infrastructure training and solar PV installation and design. Students who have graduated from the apprenticeship program become journeyman, with additional career advancement opportunities such as foreman, general foreman, and project manager. The Los Angeles Electrical Training Institute (LAETI), based in Los Angeles, is the primary training facility for IBEW Local 11, with approximately 1,200 active apprentices a year. The Ventura County Electrical Joint Apprenticeship Training Committee (VCEJATC), based in Oxnard, is the primary training facility for IBEW Local 952, with approximately 100 active apprentices a year.

IBEW active members, who have completed the apprenticeship, are certified journeyman and have a current employment rate of approximately 95%. IBEW boasts a diverse

student base, with specific recruitment goals on veterans, women, and those who were formally incarcerated.

Western Electrical Cybersecurity Apprenticeship Training for Smart Buildings & Smart Cities

The Western Electric Cybersecurity Apprenticeship Training (WECAT) for Smart Buildings & Smart Cities will be the newest advanced training that an apprentice will take in their final year of study. It will address emerging cybersecurity issues with smart cities and smart building systems.

A smart building, or a smart city, is one that uses networked technologies (technologies connected to the internet) that gather data and communicate with each other to achieve a variety of goals. Many of CPA's existing programs rely on networked technologies that can communicate with each other. These include CPA's Power Response program (which relies on demand response technologies like smart thermostats or battery storage to change customer energy usage in response to alerts) and CPA's CALeVIP program (which provides rebates for networked electric vehicle chargers).

As buildings and cities become more networked, there is an increased risk that they will be exposed to cyber attacks from internal or external sources that could compromise these systems and cause loss of data, disruption in the delivery of services, or system wide failures. Recent high-profile examples of this type of disruption have included the Colonial Pipeline cyber attack¹, which shut down key conduits delivering fuel from oil refineries, and a cyber attack in Florida that allowed hackers to temporarily poison water supplies in a small municipal system².

Traditional efforts to protect against cyber threats have been focused on training IT-centric networking and security experts. These have included security controls such as

¹ <https://www.reuters.com/business/colonial-pipeline-ceo-tells-senate-cyber-defenses-were-compromised-ahead-hack-2021-06-08/>

² <https://www.nytimes.com/2021/02/08/us/oldsmar-florida-water-supply-hack.html>

authentication, authorization, encryption, anti-virus, network segmentation from firewalls and signature-based intrusion detection. However, these controls alone are not enough to protect attacks from sophisticated hackers and they require constant maintenance and upgrades to address ever more sophisticated hacking tools.

The WECAT for Smart Buildings & Smart Cities training would focus on workforce skills that lie between smart cities hardware and the IT software solutions applied after construction ends. It would focus on training the electricians who install the electrical network to make smart building and smart city power system infrastructure more secure and resilient via hardware upgrades that are durable and long-lasting. This will be done through new techniques in wiring, switching, and control systems, such as introducing a multi-path electrical wiring (i.e. linking segmented electrical circuits to smart switches to provide multiple paths for electricity to flow in the event of a line failure in one or more segments) paired with granular networking and cybersecurity controls.

The curriculum for this program has already been developed by UC Davis and funded through a \$5 million grant through the Department of Labor (DOL). However, the DOL grant primarily covers the curriculum development. Funding is still needed for the physical training boards that apprentices in Los Angeles and Ventura would utilize during the classroom training. These training boards can accommodate two students at a time and typically last 3 or more years before parts need to be replaced. Each Board costs \$20,500. CPA proposes to fund 6 training boards in Ventura and 11 training boards in Los Angeles for a total cost of \$348,500. The training for students covered by this funding would begin in February 2022, and CPA's funding would support the cost of training over 200 students.

This training complements CPA's commitment to building and vehicle electrification and to smart, grid-connected technologies that allow customers to be active participants in their energy usage. As the state continues to move towards replacing gas infrastructure and appliances with electric infrastructure and "smart" appliances, it will be increasingly important that these systems and devices are safe and reliable. The electricians who

wire these buildings and cities should be part of this work, and this training is one way to do that.

NEXT STEPS

If this Phase 1 investment plan is approved, CPA will develop memorandums of understanding (MOUs) with LACI, LAETI, and VCEJATC to begin investing in the above programs. The MOUs will include specific metrics and tracking mechanisms to evaluate success. Examples of metrics and tracking include the demographics of participating students, percentage of students who are employed post-training, and average percentage of salary increase post-training. MOUs will come to the Board for approval as necessary depending on the level of funding and as they become available. Following analysis of the metrics and tracking, staff will present new recommendations to the Board regarding a Phase 2 investment plan for the remaining 60% of program funds.

ATTACHMENT

- 1) Clean Energy Workforce Development Investment Plan Presentation



Item 7: Clean Energy Workforce Development Investment Plan

November 4, 2021



Background and Overview

Mohave Wind Power Purchase Agreement Workforce Investment Fund

“Commencing on the Commercial Operation Date, and on December 1st of each of the next succeeding three (3) years, **Seller shall cause \$250,000 to be invested each year, for a total of \$1,000,000, for workforce development efforts in Los Angeles and Ventura Counties.** The investment plan for utilizing such funds will be developed by Buyer and other interested stakeholders to be determined by Buyer. Seller shall cooperate with Buyer’s implementation of the developed investment plan.”



Board Direction – 12/3/20

- “Green” existing jobs by providing training and resources that will give workers skills necessary to facilitate building and transportation electrification
- Union apprenticeship programs and rapid skills programs for union and non-union pathways



Proposed Phase 1 Programs

Microgrid Maintenance Workforce Training Program:

Partnering with the Los Angeles Clean Tech Incubator (LACI), launch a solar + energy storage maintenance training program to prepare participants with the skills to operate, deploy and maintain microgrid components and software. Upon completion, participants will understand microgrid systems, high-level solar + storage system sizing and feasibility analysis, operation and control software, and electrical design of distribution networks.

Participants: 40

Program Commencement: February 2022

Funding: \$50,000 for the entire cohort

Sustainable Cybersecurity Training: Partnering with IBEW-affiliated training centers (Los Angeles Electrical Training Institute and the Electrical Construction Industry in Ventura County) to fund equipment to train electricians on how to wire advanced electric buildings and infrastructure while decreasing the risk of cyberattack. Students will train in the networking and cybersecurity requirements associated with electric system technologies in networked buildings and transportation infrastructure.

Participants: More than 200 over 3 years

Program Commencement: February 2022

Funding: \$348,500 for training equipment



Programs

LACI Advanced Prototyping Center (APC) Fellowship Program

- LACI's Advanced Prototyping Center (APC) Fellowship Program is a multi-tiered workforce training pipeline program which provides technical training, interpersonal skills, and industry-recognized certifications to help underrepresented groups succeed in the green economy. Select participants are matched with LACI startups and partners for internships and potential job opportunities.



APC Fellowship continued

- Launched in 2019
- 5 Cohorts to date with 124 graduated fellows in total
- 100% have earned an Industry-Recognized Credential
- 74% placed in gainful employment or pursuing post-secondary education
- Recruitment criteria: high school diploma or equivalent; part of an underrepresented group; currently under/unemployed; proof of low-to-moderate income status



APC Microgrid Cohort

- Microgrid maintenance training program to prepare participants with the skills to operate, deploy and maintain solar + storage components.
- Physical class for 6-8 weeks in Los Angeles; recruitment will focus on students from LA and Ventura Counties
- Other potential partners include ElectricFish, IBEW Local 11, Schneider Electric, Engie
- Potential post-training career pathways include Microgrid Field Technician; IBEW-11 Electrical Training Institute Inside Wireman; Solar Field Operations
- CPA will inform curriculum in addition to other engagement opportunities
- Initial funding would cover one cohort (\$50,000) with the option for additional cohorts after program evaluation



Los Angeles Electrical Training Institute + Electrical Construction Industry in Ventura County

- Training facilities for students seeking to become IBEW/NECA certified electricians. Primarily but not limited to IBEW Local 952 and IBEW Local 11.
- Electrical apprentices work directly under the supervision of instructors and a qualified journeyman electrician, and are trained through classroom instruction, hands on training and testing.
- 5-year apprenticeship model composed of mandatory on-the-job training, work-based learning and mentorship overseen by journey-level workers already employed and a minimum of 900 hours of theory and hands-on classroom instruction.



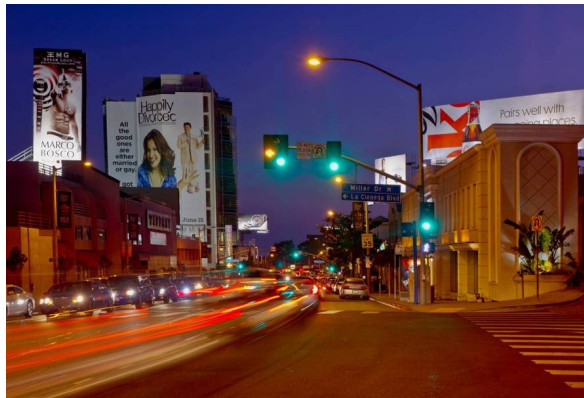
Western Electrical Cybersecurity Apprenticeship Training for Smart Buildings & Smart Cities

- Smart buildings and cities use smart technology (sensors, software, and online connectivity) and data analysis to optimize building and city functions. Energy conservation, efficiency, and transportation are all part of a smart city model.
- Several of CPA's programmatic priorities – such as CALeVIP, Power Ready, and Power Response – rely on smart devices that are integrated into an energy management system.
- With increased connectivity comes increased risk for physical or cyberattacks.



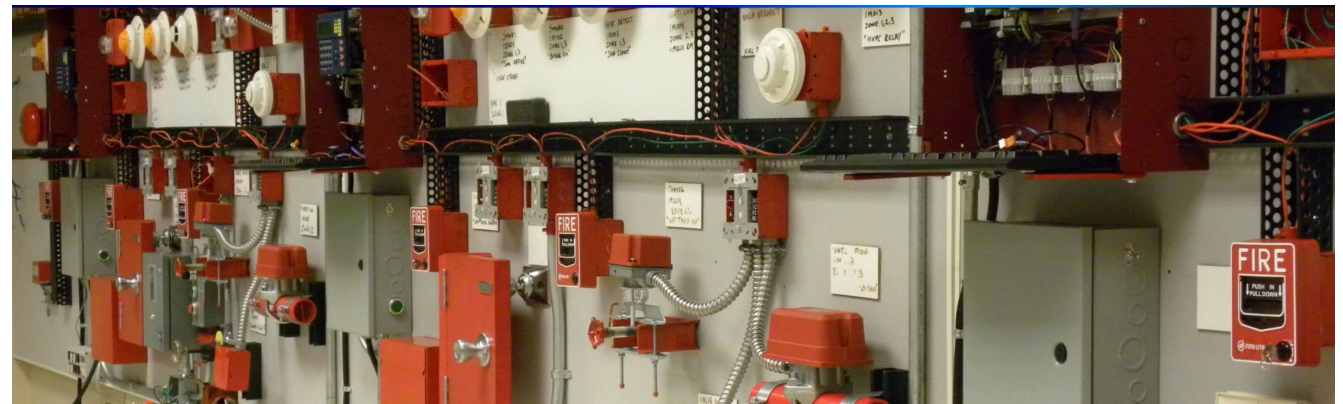
Western Electrical Cybersecurity Apprenticeship Training for Smart Buildings & Smart Cities

- This training expands existing electrical apprenticeships to address emerging smart cities and cybersecurity issues for building and transportation infrastructure and building automation and load flexible buildings systems.
- Current security measures for smart infrastructure are focused on IT-centric networking and cybersecurity experts.
- This training program will focus on training electricians to secure the wiring, switching and control systems in smart infrastructure projects to build durable and hard-wired resilience against cascading failures.



Western Electrical Cybersecurity Apprenticeship Training & Smart Buildings Smart Cities

- Physical classes will be in Los Angeles and Ventura
- Program has received funding from Department of Labor for curriculum development (led by UC Davis) and for several labs and teacher trainings.
- Program will become part of mandatory apprentice training
- CPA funds would cover additional lab equipment and/or additional training
 - Two apprentices/electricians can train on one training lab board
 - Greater Los Angeles needs 22 boards; Ventura needs 8. Each Board costs \$20,500 and lasts several years before needing to have parts replaced
- Funding would cover $\frac{1}{2}$ of Los Angeles lab equipment and $\frac{3}{4}$ of Ventura lab equipment = \$348,500



Next Steps

- If Phase 1 investment plan is approved, staff will develop MOUs with each individual implementing organization
- MOUs will include metrics and tracking mechanisms to evaluate success
- Depending on funding levels, certain MOUs may come back to the Board for ratification
- Phase 1 utilizes 40% of the \$1 million funding and covers years 2021-2022
- After program evaluation, which will include feedback from the Community Advisory Committee, a Phase 2 investment plan for years 2023-2024 will be brought back to the Board for consideration



Questions



Staff Report – Agenda Item 8

To: Clean Power Alliance (CPA) Board of Directors
From: Ted Bardacke, Executive Director
Subject: Staffing Update
Date: November 4, 2021

The Executive Director will provide a presentation on the item.

ATTACHMENT

- 1) Staffing Update Powerpoint Presentation



Item 8: Staffing Update

November 4, 2021



Summary

- Staff turnover has become a significant issue for CPA
- Reasons for departures are varied
- Steps to retain current staff and accelerate hiring
- Anticipatory hiring and creation of new positions
- Potential Budget implications



Turnover

- CPA has a current headcount of 40; goal was to be ~53 by June 2022

Time Frame	Departures	New Hires	Turnover %
Jan – Sept	12	17	30%
July – Sept	6	12	16%

- Impacts on operations, morale, workload has been significant
- Several departures have been of experienced mid-level staff
- Increasing costs for search, onboarding, and training
- 12 open positions (30% of current headcount) on CPA website
- Getting to “steady-state” will take multi-pronged effort



Reasons for Departures

- Salary/Opportunity
 - Base Wage
 - Pre-IPO
 - Signing Bonus
 - Promotion
- Burnout
- Full remote/more flexible schedule offerings
- Life priorities
 - Pressures and perspectives arising from COVID-19
 - Organizational “fit”



Response/Actions

- Extra pay for increased responsibility after departures
- Four recruiters under contract and proactive outreach by in-house HR Manager
- Expansion of remote work options
- Change in strategic approach – move to “anticipatory hiring”
 - Think farther ahead about organizational needs as opposed to fiscal year targeting
 - Create redundancy in face of potential future departures



Immediate New Positions

- Director of Human Resources
 - Clear organizational need
 - Focus on strategic items to promote retention
 - Coordinate internal DEI efforts
- Rates Manager
 - Two staff departures
 - Losing consultant support
- Other anticipatory needs may be identified in the coming months as staffing situation and labor market evolves
- Financial Strategy and Initiatives Manager
 - Manage cost-savings projects
 - Pre-Pay
 - Credit Rating
 - “Expensive” Customer Identification
- Customer Programs Associate
 - Originally planned for FY 2022/23



Potential Budget Implications

- Increase to Current FY staffing costs of ~\$250k - \$350k (2.5 – 3.5% increase)
 - Will incorporate into typical April/May budget amendment as necessary
- Increase in annualized salary costs of ~\$1.25 million (12.5%)
 - Becomes baseline for FY22/23 assuming all positions filled
- Potential increases are manageable and align with medium-term CPA staffing needs



Questions



Management Report

To: Clean Power Alliance (CPA) Board of Directors
From: Ted Bardacke, Executive Director
Subject: Management Report
Date: November 4, 2021

High Desert Solar + Storage Grand Opening

On October 15, CPA celebrated the grand opening High Desert Solar + Storage, a 100MW solar energy + 50MW of battery energy storage facility located on 500 acres outside of Victorville. CPA has a 15-year contract to purchase all output of this project. The grand opening was attended CPA Board members, local elected officials, representatives of the developer (Goldman Sachs), contractor (Swinerton), and the International Brotherhood of Electrical Workers (IBEW), who at the height of construction had 200 union electricians and apprentices on-site.

Video highlights of the grand opening will be shown at the Board meeting.

Calpine Community Benefits Program Grants

Winners of the inaugural Calpine Energy Solutions' Community Benefits Program grants have been announced. Funding for these grants is provided under a provision of the amended agreement with CPA's billing manager Calpine Energy Solutions approved by the Board in April, which calls for 2% of the annual contract value to be donated by Calpine to non-profit groups operating in CPA territory. While Calpine makes the final decision on grant recipients, Clean Power Alliance helps recruit non-profits in its service area to apply and provides guidance on the selection criteria.

Twenty-four applications were received, and eight community organizations were selected to receive grants ranging from \$8,000 to \$12,518 for a total of \$75,518 in grants awarded. The recipients are:

- **Active San Gabriel Valley**, whose mission is to support a more sustainable, equitable, livable San Gabriel Valley. The funding will go towards the purchase of an electric transit van to replace the fuel-inefficient gas pickup truck currently used to support to programs and community events.
- **Clean Coalition** is a non-profit organization whose mission is to accelerate the transition to renewable energy and a modern grid through technical, policy, and project development expertise. The grant will support a Microgrid Feasibility Study for the hub of critical Los Angeles County community facilities clustered in the disadvantaged and unincorporated East Los Angeles community.
- **Climate Action Santa Monica** empowers people to learn about climate change, locally and beyond, and encourages them to use their talents, habits, and passion to help Santa Monica become a carbon-neutral and resilient community. The grant will support the 2022 Climate Corps program, which trains high school and college students on practical measures to combat climate change.
- **Columbia Memorial Space Center** is a fun and affordable hands-on educational facility where everyone can come and learn about the wonders of science! The grant will support the City of STEM science festival Innovation Challenge.
- **El Concilio Family Services** is the “Service Center for the rural low-income limited or non-English speaking community in Ventura County.” The organization transitions low-income families by providing services that integrate them into the community to assist them in becoming self-sufficient, engaged and greater contributors to the community. The grant will provide linguistically and culturally relevant messaging to the population served (immigrant communities) with outreach and education to residential customers on ways to help them reduce their energy usage during peak demand hours.
- **International Indigenous Youth Council** seeks to organize youth through education, spiritual practices, and civic engagement to create positive change in

our communities. The grant will help support Community Outreach & Engagement, Digital Media, and Indigenous activism to support their mission of building a sustainable future for the next seven generations, with education, organization, and mobilization of Black, Indigenous, and People of Color (BIPOC) youth organizers.

- **Special Service for Groups (SSG)** is a non-profit organization dedicated to providing community-based solutions to the social and economic issues facing those in the greatest need. The grant will support research and help develop community education and outreach materials focused on climate change, extreme heat, and the associated impact on public health especially for disadvantaged community members.
- **US Green Building Council – Los Angeles Chapter** is made up of “Passionate, practical, and informed professionals and advocates who work together to transform Southern California into a more sustainable region for all.” The grant will fund Sustainability Fundamentals education workshops for students to be introduced to the goals, principles, and practical applications of sustainability, covering various topics as well as future career opportunities.

The Calpine Energy Solutions’ Community Benefits Program is an ongoing program. There will be another call for grant applicants in the second quarter of 2022. Interested non-profit organizations can visit cleanpoweralliance.org/calpinegrant to sign up to be notified when there are additional funds to be awarded.

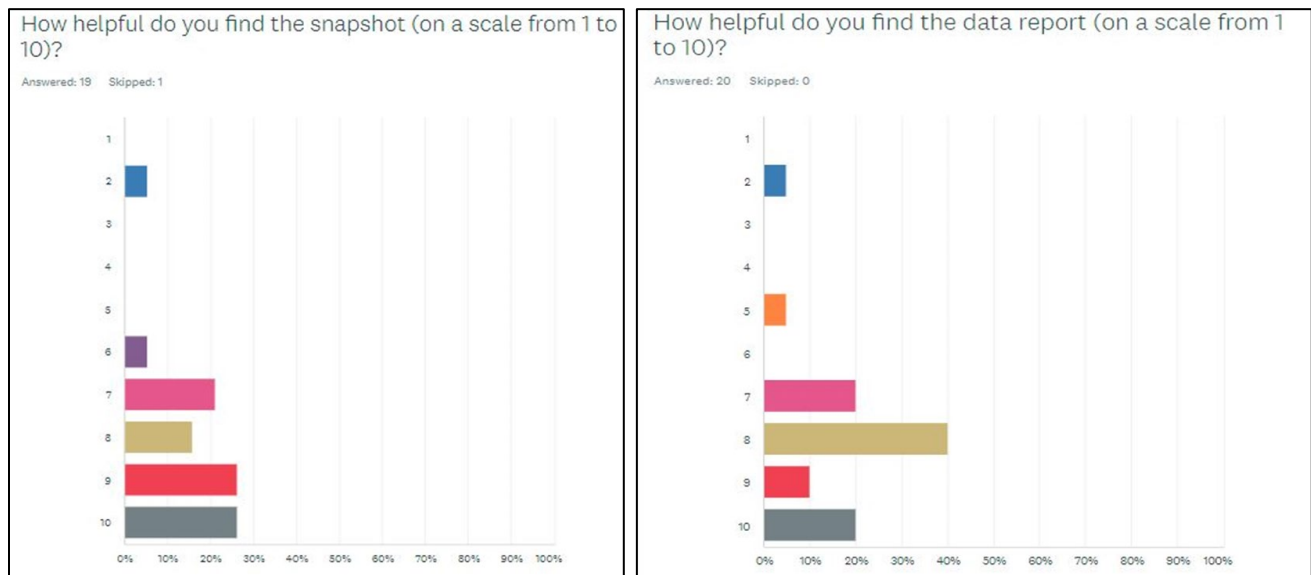
CalCCA Annual Meeting

On December 1, the trade association for CCAs, the California Community Choice Association, will be holding its Annual Meeting, an all-day event. Due to public health precautions, this year’s Annual Meeting will be held virtually and cover items ranging from federal policy to local programs to California’s broader decarbonization strategies. In addition, State Senator Anthony Portantino will be receiving the CalCCA Legislator of the Year award in recognition of his work on SB 612.

This is a ticketed event that requires pre-registration. CPA has arranged for all Board members to attend if they wish. Registration instructions, including a promo code, were sent via email to the Board on October 29.

Monthly Customer Dashboard Survey Results

In September and October, 20 Board members responded to a survey asking for input on the customer dashboard has been sent monthly to all member agencies since CPA’s inception. Board members indicated they found both the snapshot and full data report to be helpful, as indicated below with 90% of respondent ranking both reports 7 or higher.



Respondents also indicated that quarterly reports would suffice unless there is a reason such as a default or rate change to receive the information more frequently.

Question about frequency of reports

ANSWER CHOICES	RESPONSES
I would be okay with receiving them quarterly.	45.00% 9
I prefer to receive them monthly.	5.00% 1
I would be okay with receiving them quarterly unless we had a default change or rate change.	50.00% 10
Other (please specify)	Responses 0.00% 0
TOTAL	20

Board members also indicated they would like to see enhancements to the data included in the reports to include items like usage data, GHG emissions projections, and marketing messages.

Based on the survey, CPA will be distributing the customer dashboard on a quarterly basis rather than monthly and will be redesigning it and the snapshot to include additional data. Participation rate by jurisdiction will continue to be available monthly in the Board packet as an attachment to the management report.

Monthly Financial Performance

CPA had a strong financial performance in August, benefitting from lower power prices than forecast and no significant market price spikes during the month. Cash and cash equivalents are growing. In September, CPA closed on its new \$80 million credit line with JPMorgan, which replaced the previous \$37 million credit line it had with River City Bank. The monthly financial dashboard is provided in Attachment 1.

Customer Participation Rate

As of October 26, 2021, CPA's overall participation rate was 95.6%, down 0.2% from the previous month and had a total of 997,036 active customers, down 1,950 customers from the previous month. Opt-outs levels were lower in October than in both September and in the same month of the previous year. Closed accounts ("move-outs") exceeded new accounts ("move-ins") by 1,743 customers, accounting for nearly all of the decline in active customers. Attachment 2 provides participation rate by jurisdiction.

Customer activity in the three cities changing their default rates to 100% Green this month (Agoura Hills, Calabasas, Manhattan Beach) has remained 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 declining, with 2,198 calls as of October 26, compared to 3,617 calls for the entire month of September. In October 99.6% of calls were answered within 60 seconds, and average wait time was 5 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) August 2021 Financial Dashboard
- 2) Overall Participation Rates by Jurisdiction
- 3) Non-Energy Contracts Executed under Executive Director Authority

Financial Dashboard

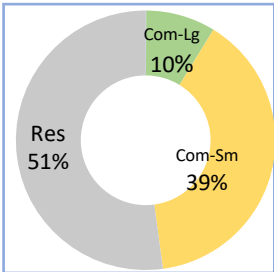
YTD
Aug
2021

Active Accounts
998,382

Participation Rate
95.48%

YTD Sales Volume
2,310 GWh

Aug Sales Volume
1,168 GWh



Summary of Financial Results

in \$000,000's	August				Year-to-Date			
	Actual	Budget	Var	%	Actual	Budget	Var	%
Energy Revenues	\$100.7	107.0	-6.3	-6%	203.7	207.6	-3.9	-2%
Cost of Energy	\$96.8	116.0	-19.2	-17%	194.3	228.0	-33.7	-15%
Net Energy Revenue	\$3.9	-9.0	12.9	143%	9.4	-20.4	29.8	146%
Operating Expenditures	\$2.2	2.8	-0.6	-22%	4.4	5.5	-1.2	-21%
Net Income	\$1.7	-11.8	13.5	115%	5.0	-25.9	31.0	119%

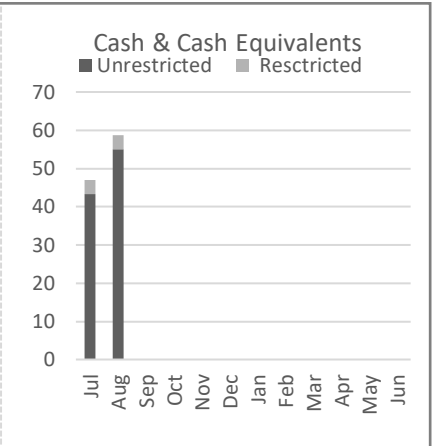
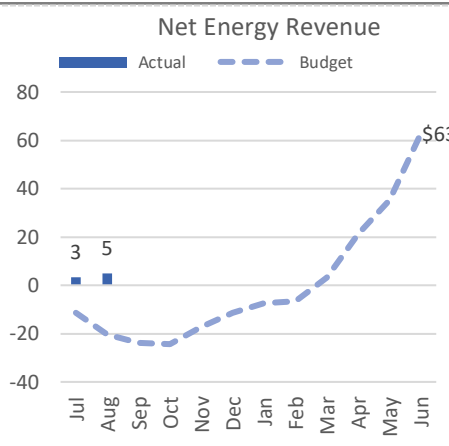
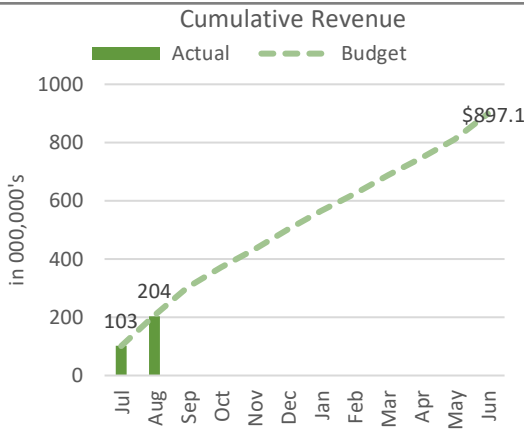
Note: Numbers may not sum up due to rounding.

CPA recorded a \$1.7 million gain in August 2021. The gain in August was \$13.5 million above the budgeted net loss of \$11.8 million. August 2021 and Year-to-Date financial results are preliminary and will be finalized following the close of CPA's June 30, 2021 fiscal year end.

August revenue was lower than budgeted due to cooler than normal weather in coastal areas of CPA's service territory and higher than budgeted bad debt expense. 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 budget due to lower than budgeted customer programs costs and the non utilization of contingencies.

As of August 31, 2021 CPA had \$55 million in unrestricted cash and cash equivalents, and \$26.85 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.

Participation Rate %: Participation Rate represent active accounts 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	100% Green	94.66%	8,183	0.55%	0.17%	99.29%
Alhambra	Clean	98.13%	33,844	1.25%	98.52%	0.24%
Arcadia	Lean	98.11%	22,456	99.78%	0.15%	0.08%
Beverly Hills	Clean	99.63%	18,605	1.28%	98.56%	0.17%
Calabasas	100% Green	97.84%	9,807	0.42%	0.27%	99.32%
Camarillo	Lean	95.64%	28,374	98.80%	0.26%	0.95%
Carson	Clean	97.29%	29,307	1.06%	98.41%	0.54%
Claremont	Clean	95.14%	12,654	1.74%	97.82%	0.44%
Culver City	100% Green	97.83%	19,129	3.27%	1.04%	95.70%
Downey	Clean	97.57%	36,808	1.29%	98.46%	0.26%
Hawaiian Gardens	Clean	96.98%	3,626	1.03%	98.43%	0.54%
Hawthorne	Lean	99.29%	28,324	99.42%	0.04%	0.55%
Los Angeles County	Clean	95.64%	296,181	1.44%	98.17%	0.39%
Malibu	100% Green	97.37%	6,876	2.28%	0.53%	97.20%
Manhattan Beach	100% Green	98.61%	15,375	2.06%	0.07%	97.88%
Moorpark	Clean	89.91%	11,454	2.15%	96.98%	0.88%
Ojai	100% Green	93.25%	3,480	5.89%	1.54%	92.57%
Oxnard	100% Green	95.62%	54,704	7.38%	0.41%	92.22%
Paramount	Lean	98.77%	15,616	99.46%	0.04%	0.51%
Redondo Beach	Clean	99.24%	33,198	1.66%	98.09%	0.26%
Rolling Hills Estates	100% Green	94.92%	3,342	4.94%	47.44%	47.63%
Santa Monica	100% Green	98.41%	53,248	3.88%	0.79%	95.34%
Sierra Madre	100% Green	95.06%	4,987	4.45%	3.58%	91.97%
Simi Valley	Lean	93.12%	43,040	99.68%	0.10%	0.23%
South Pasadena	100% Green	98.22%	11,678	2.58%	45.84%	51.59%
Temple City	Lean	97.74%	12,566	99.89%	0.03%	0.08%
Thousand Oaks	100% Green	88.93%	44,170	7.23%	1.12%	91.66%
Ventura	100% Green	93.96%	43,501	5.62%	1.56%	92.82%
Ventura County	100% Green	86.41%	32,199	6.65%	1.51%	91.85%
West Hollywood	100% Green	99.74%	26,161	2.23%	0.37%	97.41%
Westlake Village	Lean	86.95%	3,671	99.76%	0.06%	0.19%
Whittier	Clean	95.82%	30,472	2.02%	97.84%	0.14%
Total		95.69%	997,036			

Overall Participation by Default Option

Default Option	Participation Rate
100% Green	94.61%
Clean	96.28%
Lean	96.16%
Total	95.69%

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
LinkedIn	Subscription for recruiting tools	October 2021	\$14,619	Active	
Sigma Computing, Inc.	Business intelligence & analytics software tool	October 2021	\$10,000	Active	
MRW & Associates	Extension of ratemaking services contract	October 2021	\$35,000	Active	Original Contract Date: December 2020 NTE \$90,000 Amendment #1 - NTE increased to \$125,000 Extends through 12/2/2022 (renewals authorized)
Ross Associates	Consulting services for leadership training	October 2021	\$50,000	Active	
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)

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
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
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
CLG Group	Executive Training	July 2021	\$7,500	Active	Original Contract Date: 11/21/19 NTE: \$15,000 Amendment 1: NTE increased to \$22,500 Extends through: 1/31/22
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

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
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	May 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
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	

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
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	Amended	Amended October 2021
Informal Development	Website repair, development, & as-needed maintenance	November 2020	\$12,000	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
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	
Zero Outages	New Office Security, Firewall, & Wi-Fi Service	September 2020	\$ 7,608	Active	
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	
Snowflake Inc.	Engineering Support Services for Load Forecasting Analysis	July 2020	\$ 15,000	Active	
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	
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	

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
ICE Options Analytics LLC	Trading Platform Subscription Service	March 2020	\$ 19,000	Active	
Omni Government Relations & Pinnacle Advocacy, LLC	Lobbying Services	December 2019	\$ 108,000	Active	Renewed for 2021 at same amount
Inventure Recruitment	Ongoing Recruitment Services	October 2019	\$ 120,000	Active	Renewed for 2021 at same amount



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