



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

Thursday, February 3, 2022

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

**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](mailto: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](mailto: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](mailto: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](mailto: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 Finding the Continuing Need to Meet by Teleconference Pursuant to Government Code Section 54953 (e)
2. Approve Minutes from December 2, 2021 Board of Directors Meeting
3. Approve Minutes from January 6, 2022 Board of Directors Meeting
4. Approve and authorize the Chief Executive Officer to execute a Memorandum of Understanding between CPA and Electrical Training Institute for Program Implementation Services on the Clean Energy Workforce Development Investment Plan project with a total financial contribution of \$225,500
5. Receive and File Community Advisory Committee Monthly Report

### **REGULAR AGENDA**

#### **Information Items**

6. Public Noticing and Discussion of Proposed Amendments to CPA Bylaws

## **CLOSED SESSION**

7. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of  
Section 54956.9: 1

## **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 ON, MARCH 3, 2022**

*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](http://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, Chief Executive Officer

**Subject:** Adopt Resolution 22-02-024 Finding the Continuing Need to Meet By Teleconference Pursuant To Government Code Section 54953 (e)

**Date:** February 3, 2022

---

### **RECOMMENDATION**

Adopt Resolution 22-02-024 finding the continuing need to meet by teleconference pursuant to Government Code Section 54953 (e).

### **BACKGROUND/DISCUSSION**

This Resolution is required pursuant to AB 361, signed by Governor Newsom on September 20, 2021, so that CPA may continue to meet under the modified teleconferencing rules.

The State of Emergency declared by Gov. Newsom remains in effect and COVID-19 and the Omicron variant continues to pose a threat to the health and lives of the public as discussed more fully in Resolution 22-02-024. For these reasons, the recommended action is for the Board to adopt the attached Resolution 22-02-024 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 22-02-024 Finding the Continuing Need to Meet by Teleconference.

## RESOLUTION NO. 22-04-024

### 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 remain common and the Omicron variant has emerged as a variant of concern.

**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 \_\_\_\_\_ 2022.

\_\_\_\_\_  
Diana Mahmud, Chair

**ATTEST:**

\_\_\_\_\_  
Susan Caputo, Secretary

## MINUTES

REGULAR MEETING of the Board of Directors of the  
Clean Power Alliance of Southern California  
Thursday, December 2, 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 Raynette Tom, Interim Clerk of the Board, conducted roll call.

<b>Roll Call</b>				
1	<b>Agoura Hills</b>	Louis Celaya	Alternate	Remote
2	<b>Alhambra</b>			Absent
3	<b>Arcadia</b>	Sho Tay	Director	Remote
4	<b>Beverly Hills</b>	Julian Gold	Director	Remote
5	<b>Calabasas</b>	Mary Sue Maurer Michael McConville	Director Alternate	Remote
6	<b>Camarillo</b>	Susan Santangelo	Director	Remote
7	<b>Carson</b>	Reata Kulcsar	Alternate	Remote
8	<b>Claremont</b>	Corey Calaycay	Director	Remote
9	<b>Culver City</b>	Daniel Lee	Director	Remote
10	<b>Downey</b>	Sean Ashton	Director	Remote
11	<b>Hawaiian Gardens</b>			Absent
12	<b>Hawthorne</b>	Alex Monteiro	Director	Remote
13	<b>Los Angeles County</b>	Gary Gero	Alternate	Remote
14	<b>Malibu</b>	Mikke Pierson	Director	Remote
15	<b>Manhattan Beach</b>	Hildy Stern	Director	Remote
16	<b>Moorpark</b>	Janice Parvin	Director	Remote
17	<b>Ojai</b>	William Weirick Michelle Ellison	Alternate Alternate	Remote
18	<b>Oxnard</b>			Absent
19	<b>Paramount</b>			Absent

20	<b>Redondo Beach</b>	Ted Seeman	Alternate	Remote
21	<b>Rolling Hills Estates</b>	Steve Zuckerman	Director	Remote
22	<b>Santa Monica</b>	Gleam Davis	Director	Remote
23	<b>Sierra Madre</b>	Robert Parkhurst	Director	Remote
24	<b>Simi Valley</b>	Ruth Luevanos	Director	Remote
25	<b>South Pasadena</b>	Diana Mahmud	<b>Chair</b>	Remote
26	<b>Temple City</b>	Fernando Vizcarra	Director	Remote
27	<b>Thousand Oaks</b>			Absent
28	<b>City of Ventura</b>	Joe Yahner	Alternate	Remote
29	<b>Ventura County</b>	Linda Parks	<b>Vice Chair</b>	Remote
30	<b>West Hollywood</b>	Lindsey Horvath	Director	Remote
31	<b>Westlake Village</b>	Kelly Honig	Director	Remote
32	<b>Whittier</b>	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 Finding the Continuing Need to Meet by Teleconference Pursuant to Government Code Section 54953 (e)
2. Approve Minutes from November 4, 2021 Board of Directors Meeting
3. Receive and File 2022 Board and Standing Committee Meeting Schedule
4. Approve 2022 Legislative & Regulatory Policy Platform
5. Approve Contract Amendments with
  - a. Pastilla, Inc. for an NTE amount of \$235,000
  - b. Fraser Communications for an NTE amount of \$590,000
  - c. MBI Media for an NTE amount of \$225,000
6. Receive and File Q3 2021 Risk Management Report
7. Receive and File Q3 2021 Communications Report
8. Receive and File Community Advisory Committee Monthly Report

**Motion:** Director Pierson, Malibu  
**Second:** Director Vizcarra, Temple City  
**Vote:** The consent agenda was approved by a roll call vote, with abstentions from Directors Weirick, and Smith, on Item 2.



## **REGULAR AGENDA**

### **9. Receive Presentation on FY 2020/21 Audited Financial Statements and FY 2021/21 Q1 Financial Results**

David McNeil, Chief Financial Officer, stated that CPA worked with independent auditors from Baker Tilly, to conduct an audit of CPA's finances. Mr. McNeil then discussed the FY 2020-21 financial results, noting that CPA faced numerous challenges arising from extreme heat events in summer of 2020, increased costs to procure electric capacity (Resource Adequacy), the impacts of slowing customer payments due to the mandated moratorium on disconnections, and the COVID-19 induced economic recession. CPA met its financial objectives by transferring \$27 million from the fiscal stabilization fund to revenues in FY 2020-21; and from the application of \$15.8 million in funding from the California Arrearage Payment Program (CAPP). CPA increased its net position by \$27.6 million and holds no bank debt or loans as of June 30, 2021. Liquidity increased slightly to \$95 million and energy costs exceeded the amended budget by 0.85% due to the delivery of renewable energy that occurred sooner than budgeted. Mr. McNeil reviewed in detail the balance sheet components as of June 30, 2021, stating that CPA's current assets primarily include cash and accounts receivable. Mr. McNeil reviewed select financial indicators; provided a budget to actual analysis, summarizing operating revenues, energy costs, operating expenses, non-operating revenues.

Mr. McNeil provided a presentation of the FY first quarter financial performance ending September 30, 2021. CPA reported a \$9.2 million gain, \$41.5 million above a budgeted net loss of \$32.5 million. Financial results were favorably impact by lower energy costs arose from lower than budgeted load, the absence of heat events in CPA's territory, and CAISO spot market prices that were lower than prices energy forward prices. Mr. McNeil also reviewed year over year financial results, which indicated improvement as a result of moderate temperatures in FY Q1 2021 and a rate increase in July 2021. Mr. McNeil concluded with a summary of liquidity and key financial indicators, discussed CPA's larger credit facilities, and stated that CPA is well positioned to complete the current fiscal year within or ahead of budget.

Director Gold, Chair of the Finance Committee, shared that the Committee met with the financial auditors, who indicated that the audit found no material deficiencies and commended the CPA team for navigating the unique situations the industry faced in the past year. In response to questions, Mr. McNeil clarified that there is a .45% non-utilization fee for the bank loan and if CPA were to borrow on the credit facility it would do so at the base rate plus 175 basis points; most of CPA's cash is held at River City Bank in an interest earning account, and a small amount kept in the Local Agency Investment Fund with a rate of return at or slightly above 0.25%.

Chair Mahmud thanked staff and the Finance Committee for their contribution in maintaining CPA's fiscal health.

10. Receive Presentation on 2022 PCIA and SCE Rates Outlook

Matt Langer, Chief Operating Officer, provided a presentation on the item. Southern California Edison (SCE) filed its 2022 Energy Resource Recovery Account (ERRA) forecast in November; this update provides a detailed look at SCE's generation rate and the PCIA. The initial analysis conducted by staff indicates that the PCIA is dropping by approximately 70% in 2022 and CPA customers will see a bill reduction of around 6% beginning in March 2022. The PCIA decrease is due primarily to the historically high energy market forward prices in 2022, which reduce above-market costs for SCE's PCIA portfolio. Mr. Langer discussed competitive impacts; SCE's generation rates are increasing by around 22% starting in March 2022. The increase combined with the decreased PCIA will improve CPA's competitive position, leading every CPA product to be less expensive than SCE as of March 1. Mr. Langer reviewed some factors contributing to SCE's increased generation rates, including the 2021 undercollection of \$700+ million and elevated forward energy prices. Staff is planning CPA's 2022 rate setting strategy. Early considerations include the use of cost-of-service principles in rate setting; potentially lower SCE rates and a higher PCIA in 2023; and CPA's contributions to the reserves and/or fiscal stabilization fund in anticipation of a more challenging rate environment in 2023.

Director Pierson encouraged staff to think about ways to market this positive information to new customers and new agencies that might want to join CPA. Director Weirick noted that accumulation of cash is important during economic times where interest rates might go up. Director Gero commented that the narrowing gap between the Clean and 100% Green rate in the coming year can serve as a window of opportunity in several cities for transition to the 100% Green rate. In response, Mr. Langer clarified that the forecast in 2023 may change, and while CPA will highlight this competitive edge, it will continue its long-term messaging of communicating its value proposition and not overly emphasizing its comparison to SCE. Mr. Langer calculated that the 6.6% residential bill reduction will translate into an \$11 or \$12 monthly reduction and noted that the staff will be bringing a discussion about rates to the Board in the spring as part of CPA's annual rate setting process.

Director Horvath asked if there would be any repercussions for SCE undercollecting such a large amount and commented that this may serve as an opportunity for CPA to call attention to the behavior of the IOU. Mr. Langer explained that this year, unlike in 2018, SCE followed the correct process and therefore is unlikely to face any consequences with the CPUC. Ted Bardacke, Executive Director, added that SCE's frequent multiple rate increases to both generation and delivery is getting noticed, particularly at a time when affordability is an important part of the discussion. Chair Mahmud noted that regulators recently recognized that energy bills used to be affordable, but that is no longer the case. Director Zuckerman asked about the impacts of SB 612 and Director Kulcsar asked about outreach to customers who previously opted out. Mr. Langer explained that SB 612 would have likely lowered RA costs; and there will be opportunities for outreach, but the strategy will be adjusted once CPA sets its own rates. Chair Mahmud asked if PG&E also undercollected and if SCE was compelled by CPUC regulations to submit its rates. Mr. Langer clarified that PG&E did undercollect and Northern CA CCAs also face similar dynamics; SCE is indeed

compelled by CPUC decisions that determine when they file and there is currently no consensus on if the due dates for SCE filings should be changed.

11. Receive Presentation on CPA's Long-Term Energy Product and Portfolio Content

Mr. Bardacke provided a presentation on CPA's portfolio content, noting that the Board approved the Energy Portfolio Content for Calendar Years 2021 and 2022 that reduced the overall renewable portfolio content to offset rising customer costs with the expectation of returning to previous portfolio content levels in Calendar Year 2023. Long-term planning is needed as staff prepares the 2022 Integrated Resources Plan (IRP) and more of CPA's load is being met by long-term PPAs. Mr. Bardacke reviewed the current portfolio content, default levels and renewable content. Mr. Bardacke explored CPA's competitive dynamic and explained that if in 2023, CPA reverted to its 2020 product content levels, SCE would catch up to to the renewables level in CPA's Clean product within 5 years. CPA will likely have to change its Lean and Clean products. State and federal mandates may also accelerate the timeline and the price difference of the Lean and Clean rates is small. Mr. Bardacke presented three approaches for long-term strategy: (1) climate leadership, where CPA sets escalating targets over time; (2) competitive targets to meet or beat SCE; and, (3) compliance, with a minimum floor of renewables/GHG compliance at the product level. Mr. Bardacke discussed how the three approaches would impact the three different rate products. The Lean product would not align with CPA's climate leadership position, and should CPA decide to maintain a competitive Lean product, there would likely be years when it is more expensive than SCE's base rate. Options for the Clean product include climate leadership, where Clean reaches 100% Green level by 2030 or 2035, ensuring progress towards statewide targets; but can come at a higher cost than SCE's rate. Under the competitive approach, Clean always beats SCE in environmental targets; however, it's more difficult to forecast SCE's portfolio content and long-term cost impact. Under the compliance approach, Clean would be a low cost RPS/GHG compliant product, but this may lower the environmental performance of Clean over time. Mr. Bardacke invited feedback on how CPA wants to pursue the increase of renewable content to meet statewide 2030 GHG reductions over the next decade; CPA's leadership vs. compliance with SCE; and other ideas. Staff will collect input while also preparing the IRP and plans to make a recommendation in Q1 or Q2 prior to FY 2022/23.

Director Gero commented that L.A. County's goal in creating CPA was environmental leadership and that measured leadership would be the right approach and merging the Lean and Clean tiers is the right thing to do. Director Kulcsar noted that CPA should try to get back to the higher levels of renewables in the Lean and Clean products and Carson will need more time to digest the options and get back to staff. Director Monteiro shared he will encourage his City Council to vote to move to 100% Green due to the closing gap in pricing between the two. Director Luevanos noted that although her City is primarily concerned with costs, it cannot continue to ignore the impacts of climate change, and will encourage the City to transition to greener options and supports a leadership approach for CPA. Director Santangelo shared that Camarillo has similar concerns and favors merging the rate products over time. Director Parkhurst noted similarly that costs are very important to Sierra Madre's City Council, supports merging the Clean and 100% Green products. Director Gold expressed support for merging products and taking a leadership approach; suggested creation of a slightly lower

tier than 100% Green but encouraged staff to get creative with the options and also suggested tracking emerging technologies for energy storage. Director Zuckerman also expressed support for merging Lean and Clean, and gradually narrowing the gaps between Clean and 100% Green. Vice Chair Parks expressed support for incentivizing 100% Green and phasing out Lean for new customers. Director Calaycay noted that given the state's accelerated time frame for 100% renewables, CPA will have to consider merging the Lean and Clean tiers and noted how defaulting all new customers to 100% Green is a way to encourage a transition to a 100% default rate.

Director Lee asked if there were any financial incentives from suppliers or government assistance to get to 100% renewables. Mr. Bardacke noted there is not a lot of movement in the market for volume discount and CPA often has to manage its purchases so as to not drive-up demand. There is some bipartisan funding for EV chargers and transmission that may reduce overall costs to the consumer, but not necessarily to CPA.

Chair Mahmud noted a strong consensus to merge the Lean and Clean over time.

#### **MANAGEMENT REPORT**

Mr. Bardacke provided an update on the Power Ready program; the memorandum of understanding is in the final stages of review and staff hopes to get it to member agencies for approval. A potential Board retreat may occur at an outdoor location in the spring of 2022 pending the development of the COVID-19 pandemic.

#### **COMMITTEE CHAIR UPDATES**

Director Parkhurst, Energy Committee Chair, discussed the Reliability RFO results. The Committee will review the 89 bids received, including nine long duration storage projects and seven geothermal projects.

#### **BOARD MEMBER COMMENTS**

None.

#### **REPORT FROM THE CHAIR**

Chair Mahmud shared an update on the CalCCA Annual Conference where regulators expressed concern about affordability and noted some discussions about the possibility of the State funding projects such as infrastructure improvements for wildfire and new transmission. Chair Mahmud also shared that Mr. Bardacke's commentary at the conference focused on the fact that CPA's decisions are member-driven, and the biggest takeaway was that CPA is an innovative industry leader.

#### **ADJOURN**

Chair Mahmud adjourned the meeting 4:30 pm.

## MINUTES

REGULAR MEETING of the Board of Directors of the  
Clean Power Alliance of Southern California  
Thursday, January 6, 2022, 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 Raynette Tom, Interim Clerk of the Board, conducted roll call.

<b>Roll Call</b>				
1	<b>Agoura Hills</b>	Deborah Klein Lopez	Director	Remote
2	<b>Alhambra</b>	Jeff Maloney	Director	Remote
3	<b>Arcadia</b>	Sho Tay	Director	Remote
4	<b>Beverly Hills</b>	Julian Gold	Director	Remote
5	<b>Calabasas</b>	Michael McConville	Alternate	Remote
6	<b>Camarillo</b>	Susan Santangelo	Director	Remote
7	<b>Carson</b>	Reata Kulcsar	Alternate	Remote
8	<b>Claremont</b>	Corey Calaycay	Director	Remote
9	<b>Culver City</b>	Daniel Lee	Director	Remote
10	<b>Downey</b>			Absent
11	<b>Hawaiian Gardens</b>	Ramie L. Torres	Alternate	Remote
12	<b>Hawthorne</b>	Alex Monteiro	Director	Remote
13	<b>Los Angeles County</b>	Sheila Kuehl	<b>Vice Chair</b>	Remote
14	<b>Malibu</b>	Christine Shen	Alternate	Remote
15	<b>Manhattan Beach</b>	Hildy Stern	Director	Remote
16	<b>Moorpark</b>	Janice Parvin	Director	Remote
17	<b>Ojai</b>	Betsy Stix Michelle Ellison	Director Alternate	Remote
18	<b>Oxnard</b>	Bert Perello	Director	Remote
19	<b>Paramount</b>	Vilma Cuellar Stallings	Director	Remote
20	<b>Redondo Beach</b>	Ted Seeman	Alternate	Remote

21	<b>Rolling Hills Estates</b>			Absent
22	<b>Santa Monica</b>			Absent
23	<b>Sierra Madre</b>	Robert Parkhurst	Director	Remote
24	<b>Simi Valley</b>	Ruth Luevanos	Director	Remote
25	<b>South Pasadena</b>	Diana Mahmud	<b>Chair</b>	Remote
26	<b>Temple City</b>	Fernando Vizcarra	Director	Remote
27	<b>Thousand Oaks</b>	Bob Engler	Director	Remote
28	<b>City of Ventura</b>	Joe Yahner	Alternate	Remote
29	<b>Ventura County</b>	Linda Parks	<b>Vice Chair</b>	Remote
30	<b>West Hollywood</b>			Absent
31	<b>Westlake Village</b>			Absent
32	<b>Whittier</b>	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 22-01-023 Finding the Continuing Need to Meet by Teleconference Pursuant to Government Code Section 54953 (e)

**Motion:** Director Gold, Beverly Hills  
**Second:** Director Parkhurst, Sierra Madre  
**Vote:** Item 1 was approved by a roll call vote.

**MANAGEMENT REPORT**

Ted Bardacke, Chief Executive Officer, discussed recent default changes; unincorporated Los Angeles County, Beverly Hills, and Redondo Beach, voted to change their default rate to 100% Green beginning October 2022. These decisions bring the number of entities at the 100% Green default rate to 18 of 32 member agencies. This solidifies CPA as the number one provider of 100% renewable energy in the country. Mr. Bardacke noted that opt-out levels were approximately 50% higher than normal in December as a result of customer activity in response to the annual Joint Rate Comparison (JRC) mailer.

In response to Director’s questions, Mr. Bardacke clarified that CPA does track return of customers who previously opted-out, but generally, residential customers don’t tend to come back to CPA for service. However, some commercial customers, or those on direct access, have recently returned. Director Ellison congratulated LA County, Beverly Hills, and Redondo Beach for changing their default rates and offered advocacy assistance to other cities that might need it.



Director Monteiro thanked Director Ellison and Mr. Bardacke for their assistance in presenting CPA's value to the Hawthorne City Council.

**BOARD MEMBER COMMENTS**

None.

**REPORT FROM THE CHAIR**

None.

**ADJOURN**

Chair Mahmud adjourned the meeting 2:22 pm.

DRAFT



## Staff Report – Agenda Item 4

---

**To:** Clean Power Alliance (CPA) Board of Directors  
**From:** Jack Clark, Senior Director, Customer Programs  
**Approved By:** Ted Bardacke, Chief Executive Officer  
**Subject:** Memorandum of Understanding with Electrical Training Institute  
**Date:** February 3, 2022

---

### **RECOMMENDATION**

Approve and authorize the Chief Executive Officer (CEO) to execute a memorandum of understanding (MOU) between CPA and Electrical Training Institute (ETI) for Program Implementation Services on the Clean Energy Workforce Development Investment Plan project with a total financial contribution of \$225,500.

### **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 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 electrification emphasis, on November 4, 2021 staff proposed to the Board a Phase 1 investment in 2022 in two programs using approximately 40% of the available funds and covering the 2021-2022 calendar years of the Mohave County Wind Farm workforce development funding. The Board approved the recommendation.

The Phase 1 investment plan of \$398,500 includes two programs, both to be implemented in 2022. These programs are:

1. A microgrid (solar + storage) maintenance workforce training program, with the Advanced Prototyping Center at the Los Angeles Clean Tech Incubator (LACI).
2. Two cybersecurity apprenticeship trainings for smart buildings & smart cities, with the International Brotherhood of Electrical Workers (IBEW). These trainings will be taught by Electrical Training Institute (ETI) and Ventura County Electrical Joint Apprenticeship Training Committee (VCEJATC).

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

### **PROPOSED MOU WITH ETI FOR PROGRAM IMPLEMENTATION SERVICES**

Staff is seeking approval to authorize the CEO to execute Program Implementation Service agreements on the Clean Energy Workforce Development Investment Plan based on a memorandum of understanding between CPA and ETI for Western Electric Cybersecurity Apprenticeship Trainings in Los Angeles County for \$225,500.<sup>1</sup> ETI is the primary training facility for IBEW Local 11, with approximately 1,200 active apprentices a year.

---

<sup>1</sup> The MOUs with LACI (\$50,000) and VCEJATC (\$123,000) are under development but do not require Board approval as they fall within the CEO's \$125,000 signing authority.

CPA funding will enable ETI to purchase 11 training boards that apprentices at ETI will utilize during the classroom training. These materials can be used for up to three consecutive cohorts before needing to be replaced. Curriculum already been developed by UC Davis using a \$5 million grant from the US Department of Labor.

### ETI Reporting Obligations

The MOU requires the following of ETI:

1. Submission of a bi-annual report on students that complete the program over a three-year period. The bi-annual report must include the following metrics:
  - a. Student graduation rates from the apprenticeship program
  - b. Percentage of salary increase post-training, if applicable
  - c. Student demographics, including:
    - i. highest level of education for students
    - ii. percentage of students from a disadvantaged community
    - iii. percentage of students who are veterans
    - iv. percentage of students who were previously incarcerated
    - v. percentage of students who were under or unemployed
2. Collaboration on development of a pre-training survey to determine employment status and current wage (percentage of journeyman's rate).
3. Collaboration on development of a post-training graduation survey to determine employment or planned employment as a result of the WECAT training

### FISCAL IMPACT

The cost of the MOU is incorporated into the FY 2021-22 budget.

### ATTACHMENT

- 1) Memorandum of Understanding between ETI and CPA

## MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU"), made as of the last date signed below (the "Effective Date"), by and between the Electrical Training Institute, Inc. ("ETI") and Clean Power Alliance of Southern California ("CPA"), referred to individually or collectively as "Party" or "Parties," is to begin workforce development cybersecurity training, described in more detail below.

### RECITALS

WHEREAS, CPA desires to support clean energy workforce development efforts in its service territory; and

WHEREAS, ETI is the primary training facility for International Brotherhood of Electrical Workers ("IBEW") Local 11, with approximately 1,200 active advanced apprentices a year who take advanced classes in specialized electrical skills, including classes around clean energy, during their final years of training; and

WHEREAS, ETI has received a grant to develop the Western Electrical Cybersecurity Apprenticeship Training for Smart Buildings & Smart Cities ("WECAT Training") to train electricians who install the electrical network to make smart building and smart city power system infrastructure more secure and resilient via hardware upgrades; and

WHEREAS, ETI still needs additional funding for the lab equipment that apprentices would need during the classroom training.

WHEREAS, CPA will provide ETI with \$225,500.00, which will fund an estimated 11 training boards that apprentices at ETI will utilize during the classroom training.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is mutually understood and agreed by and between the Parties as follows:

1. **Term.** This MOU shall begin on the Effective Date and terminate on June 30, 2025, at which point, CPA and ETI may agree, by mutual written agreement, to extend the term of this MOU by up to two additional years for a maximum of five (5) years.
2. **CPA Payment.**  
CPA will make a one-time payment of \$225,500.00 to ETI within 30 days of the Effective Date.
3. **ETI Obligations.** In consideration of the payments set forth in this MOU, ETI shall perform obligations in accordance with the terms, conditions, and specifications set forth herein, including as follows:

- i. ETI agrees to provide CPA with a bi-annual report, for three years, to report on students that complete the program over the three-year period. The bi-annual report must include the following metrics:
        1. Student graduation rates from the apprenticeship program
        2. Percentage of salary increase post-training, if applicable
        3. Student demographics, based on voluntary reporting by the student, including: highest level of education for students, percentage of students from a disadvantaged community, percentage of students who are veterans, percentage of students who were previously incarcerated, percentage of students who were under or unemployed
      - ii. ETI will work with CPA to develop a post-training graduation survey to determine employment or planned employment as a result of the WECAT training.
      - iii. ETI will work with CPA to develop a pre-training survey to determine employment status and current wage (percentage of journeyman's rate).
      - iv. The first report shall be sent by no later than December 31, 2022, with the next report no later than June 30, 2023, and continue bi-annually, until June 30, 2025, unless extended or earlier terminated.
4. **Indemnification.** ETI agrees to indemnify, defend, and hold harmless CPA and its employees, officers, and agents, from and against any liability for, and shall assume full responsibility for, payment of all wages, state or federal payroll, social security, income or self-employment taxes, with respect to ETI's performance of this MOU. ETI further agrees to indemnify, defend, and hold harmless CPA from and against any and all third-party claims, liabilities, penalties, forfeitures, suits, costs, and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which CPA may hereafter incur, become responsible for, or pay out, as a result of death or bodily injuries to any person, destruction or physical damage to tangible property, or any violation of governmental laws, regulations or orders arising from ETI's performance of the terms and conditions of the MOU, except for such loss or damage arising from the sole negligence or willful misconduct of CPA.
5. **Insurance.**
  - a. ETI agrees to provide and maintain throughout the term of this MOU, at its own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees and contractors for the term of this MOU. This insurance shall include general liability insurance with coverage limits of \$2,000,000 per occurrence and \$2,000,000 aggregate (unless the aggregate is on a per-policy basis, in which

case the aggregate shall be a minimum of \$4,000,000). This insurance shall be endorsed to include the following: (i) CPA, its Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on ETI's commercial general liability policy; and (ii) a written notice to be mailed to CPA 30 days prior to the effective date of a cancellation or non-renewal of such insurance.

- b. ETI agrees to maintain throughout the term of this MOU, at its own expense, a workers' compensation policy as required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than \$1,000,000 per occurrence for bodily injury or disease.
  - c. Nothing herein shall be construed as a limitation on ETI's obligation under paragraph 4 of this MOU to indemnify, defend, and hold CPA harmless from any and all liabilities arising from the ETI's performance of this MOU. CPA agrees to timely notify ETI of any claim. Failure to provide and maintain the insurance required by this MOU will constitute a material breach of the MOU. In addition to any other available remedies, CPA may suspend payment to ETI for any services provided during any time that insurance was not in effect and until such time as ETI provides adequate evidence that ETI has obtained the required coverage.
6. **Publicity.** Any publicity generated by either Party related to the performance of this MOU must reference both Parties' contributions. The words "Clean Power Alliance" and "Electrical Training Institute" shall be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles (to the extent possible). Any piece of publicity, including those mentioned above, must be reviewed and approved by both Parties before issuing a press release. Each Party agrees to provide the other Party with reasonable time for review before such issuance.

Where CPA and ETI logos are used on any signage or documentation arising from this partnership, the logos of each Party will be of equal size. No signs may be posted, exhibited, or displayed on or about either Party's property, except signage required by law or contemplated under this MOU, without prior written approval from each of the Parties.

## 7. General Provisions.

- a. Entire Agreement. This MOU represents the full and complete understanding between the Parties as to the subject matter of this MOU and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties related to the subject matter of the MOU.

- b. Amendment. Any amendment to or modification of this MOU will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this MOU.
- c. Governing Law and Venue. This MOU is governed by the laws of the State of California. Any lawsuits files related to this MOU must be filed with the Superior Court of California, County of Los Angeles.
- d. Third Party Beneficiaries. There are no intended third-party beneficiaries of this MOU.
- e. No Recourse against Constituent Members. CPA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constitute members. CPA shall solely be responsible for all debts, obligations, and liabilities accruing and arising out of this MOU. ETI shall not have any rights and shall not make any claims, take any actions, or assert any remedies against any of CPA's constituent members in connection with this MOU.
- f. Independent Parties. Each Party shall perform its responsibilities and activities described herein separately and not as an officer, agent, employee, or volunteer of the other Party hereto. Each Party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.
- g. Confidential Information.
  - i. *Duty to Maintain Confidentiality.* ETI agrees that ETI will hold all Confidential Information in confidence, and will not divulge, disclose, or directly or indirectly use, copy, digest, or summarize, any Confidential Information unless necessary to comply with any applicable law, regulation, or in connection with any court or regulatory proceeding applicable in which case, any disclosure shall be subject to this paragraph 7.g.3 and 7.g.4, below.
  - ii. *Definition of "Confidential Information".* The following constitutes "Confidential Information," whether oral or written: (a) the terms and conditions of, and proposals and negotiations related to, this MOU, (b) information, in whatever form, that CPA shares with ETI in the course and scope of this MOU, or (c) information that ETI or CPA stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to ETI.
  - iii. Confidential Information shall not include: (1) information that is generally available to the public or in the public domain at the time of disclosure; (2) information that becomes publicly known other than through any breach of this MOU by ETI or its Representatives; (3) information which is subsequently lawfully and in good faith obtained by

- ETI or its Representatives from a third party, as shown by documentation sufficient to establish the third party as the source of the Confidential Information; provided that the disclosure of such information by such third party is not known by ETI or its Representatives to be in breach of a confidentiality agreement or other similar obligation of confidentiality;
- (4) information that ETI or its Representatives develop independently without use of or reference to Confidential Information provided by ETI;
- or (5) information that is approved for release in writing by ETI.
- iv. *California Public Records Act.* The Parties acknowledge and agree that the MOU, including but not limited to any communication or information exchanged between the Parties, any deliverable, or work product are subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). In order to designate information as confidential, the Disclosing Party must clearly stamp and identify the specific portion of the material designated with the word “Confidential.” The Parties agree not to over-designate material as Confidential Information. Over-designation includes stamping whole agreements, entire pages, or series of pages as “Confidential” that clearly contain information that is not Confidential Information.
- v. *Third Party Request for Confidential Information.* Upon request or demand of any third person or entity not a Party hereto pursuant to the California Public Records Act for production, inspection, and/or copying of Confidential Information (“Requested Confidential Information”), CPA will as soon as practical notify ETI in writing via email that such request has been made. CPA will be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release to the third party of the Confidential Information designated by ETI. If ETI takes no such action after receiving the foregoing notice from CPA, CPA shall, at its discretion, be permitted to comply with the third party’s request or demand and is not required to defend against it. If ETI does take or attempt to take such action, ETI agrees to indemnify and hold harmless CPA, its officers, directors, employees, and agents (“CPA Indemnified Parties”), from any claims, liability, award of attorneys’ fees, or damages, and to defend any action, claim, or lawsuit brought against any of CPA Indemnified Parties for ETI’s attempt to prevent disclosure or CPA’s refusal to disclose any Confidential Information.
- h. Headings. The headings in this MOU are for convenience only, are not a part of the MOU, and in no way affect, limit, or amplify the terms or provisions of this MOU.
- i. Severability / Partial Invalidity. If any term or provision of this MOU, or its application to a particular situation, is found by the court to be void, invalid,

illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this MOU or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this MOU to carry out its intent.

- j. Survival. All provisions which by their nature must continue after the MOU expires or is terminated shall survive the MOU and remain in full force and effect.
- k. Notices. All notices, requests, and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery; or the date confirmed by the reputable overnight delivery service; or on the fifth calendar day after deposit in the United States Mail, postage prepaid; or the next business day following submission by electronic mail:

To CPA:

Ted Bardacke

801 S. Grand Ave. Ste 400, Los Angeles, CA 90017

tbardacke@cleanpoweralliance.org

To ETI:

Diana Limon

Electrical Training Institute, Inc.

6023 S Garfield Ave., Commerce, CA 90040

dianal@laett.com

- l. Electronic Signatures. This MOU may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this MOU and shall have the same force and effect as a manually executed original.
- m. Execution in Counterparts. This MOU may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this MOU on the latest date of execution set forth below.

[insert signature block]





## Staff Report – Agenda Item 5

---

**To:** Clean Power Alliance (CPA) Board of Directors  
**From:** Christian Cruz, Community Outreach Manager  
**Approved by:** Ted Bardacke, Chief Executive Officer  
**Subject:** Community Advisory Committee (CAC) Report  
**Date:** February 3, 2022

---

### **RECOMMENDATION**

Receive and file.

### **JANUARY MEETING REPORT**

In response to public comment and during the CEO's oral update on CPA operations, the CAC engaged in discussion about the proposal before the California Public Utilities Commission (CPUC) to substantially change the rules that govern the Investor-Owned Utilities Net Energy Metering (NEM) program that incentivizes rooftop solar. Committee members asked for an update on CPA's position and, while recognizing that CPA is not bound by the CPUC decision and can determine its own NEM policy, several members expressed a desire for the organization to become more active in this state policy debate. CPA staff will brief the CAC at its February meeting and will continue to seek input from the CAC on CPA's NEM policy after the CPUC votes on a final decision.

As part of the Regular Agenda items, the CAC received an update on Diversity, Equity and Inclusion (DEI) planning. CPA Senior Advisor for Strategy, Karen Schmidt, provided an update on the CPA DEI plan. The development of a DEI plan within CPA is an opportunity to create and ensure meaningful change as a community-based energy provider grounded in values of equity and inclusion as part of sustainability. Based on the feedback received during the November 12, 2021 CAC retreat, staff identified the following recommended priorities for CAC engagement and support on DEI initiatives while CPA's internal DEI work progresses this spring:

- Identify, meet, and build relationships with specific community organizations around DEI goals in collaboration with CPA staff.
- Participate in stakeholder surveys and interviews as part of CPA's DEI assessment and plan implementation process.
- Periodically review and provide input to staff and Board on DEI plan, goals, metrics, and outcomes.
- Identify and support the implementation of one or more annual community DEI projects/initiatives in collaboration with community organizations and CPA staff.
- Provide input on the design of future community grant programs and participate in grant review panels.

### **NEXT STEPS**

On January 27, CPA staff met with a working group of CAC members to further refine the CAC workplan for final adoption by the CAC at their February 17 meeting. Based on the input and discussion surrounding the strengths and weaknesses of the former workplan and feedback from CAC members regarding 2021 accomplishments, staff will be adding specific DEI components relevant to the 2022 CAC Workplan. These will include:

- Assist in development of community engagement plan and participation by identified key organizations
- Provide feedback regarding local communities and neighborhoods

Additionally, CPA staff will follow up with individual CAC members on the activities outlined above. The CAC provided feedback on the role of the committee and its members. The CAC members noted that the vision for the CAC should focus more long-term on how best to connect communities and cultivate relationships with organizations and youth with the work CPA is doing.

### **ATTACHMENTS**

- 1) CAC Meeting Attendance

Community Advisory Committee Attendance												
2022												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	
<b>East Ventura/West LA County</b>												
Angus Simmons (Vice Chair)	✓											
Jennifer Burke	✓											
Debbie West	A											
<b>San Gabriel Valley</b>												
Richard Tom	✓											
Kim Luu	✓											
<b>West/Unincorporated Ventura County</b>												
Lucas Zucker	A											
Vern Novstrup	A											
<b>South Bay</b>												
David Lesser	✓											
Emmitt Hayes	A											
<b>Gateway Cities</b>												
Jaime Lopez	A											
Genaro Bugarin	✓											
<b>Westside</b>												
Cris Gutierrez	✓											
David Haake (Chair)	✓											
<b>Unincorporated LA County</b>												
Neil Fromer	✓											
Kristie Hernandez	✓											

**Major Action Items and Presentations**

**January**

Executive Director Update

Diversity, Equity, and Inclusion Plan Update



## Staff Report – Agenda Item 6

---

**To:** Clean Power Alliance (CPA) Board of Directors

**From:** Ted Bardacke, Chief Executive Officer  
Nancy Whang, General Counsel

**Subject:** Public Notice of Intent to Revise Bylaws and Discussion of Draft Revision to Bylaws

**Date:** February 3, 2022

---

### **BACKGROUND**

Per Clean Power Alliance’s Bylaws, adopted by the Board on March 7, 2019<sup>1</sup>, Board Officer elections are to be held in the coming months in sufficient time for the Chair and Vice-Chairs to take office for a new two-year term beginning on July 1, 2022. For a variety of reasons – termed out of local elective office or choosing not to run for local elective office in November 2022 – the current Chair and Vice-Chairs will not be able to stand for Officer elections for the July 2022 – June 2024 time period.

To organize an orderly transition to a new Chair and Vice-Chairs and adhering to the current Bylaws, CPA would hold elections according to the following schedule:

- March 2022: Announcement of election of New Chair
- April 2022: Election of New Chair; Announcement of election of New Vice-Chairs
- May 2022: Election of Vice-Chairs; New Chair names Chairs of the three Standing Committees; Announcement of election of at-large Executive Committee members
- June 2022: Election of at-large Executive Committee members
- July 2021: First Board and Committee meetings with new Officer leadership

Subject to the potential resolution of some of the items described in this staff report and bearing in mind the 2022 local and state election calendar, this schedule could be pushed

---

<sup>1</sup> On October 3, 2019, the Board approved amendments to the Bylaws authorizing non-elected Alternate Directors to participate in closed session.

back by one or two months, as the Bylaws allow for Board Officers and the then-current Executive Committee members, including Standing Committee Chairs, to continue to serve in their position until an election is held at a meeting of the Board.

In adopting the Bylaws, the Board expressed a policy goal for CPA's Board leadership to be represented by Directors who have a demonstrated commitment to CPA's mission and who would remain directly accountable to CPA's customers. Accordingly, the Bylaws established eligibility criteria for Board Officers, Standing Committee Chairs, and Executive Committee members that were intended to represent this policy objective. These eligibility criteria are as follows:

- The potential candidate must be a Regular Director, i.e., an elected official;
- The potential candidate must have attended at least 50% of the Alliance's Regular Meetings in the prior 12 months; and,
- The potential candidate must affirm that he/she intends to serve a full term as a Board Officer, a Standing Committee Chair, and/or an Executive Committee member.

## **DISCUSSION**

In most respects the eligibility criteria met the Board's goal. For example, the Bylaws only allow a Regular Director, who must be an elected member of a Member Agency's governing body, to hold a leadership position. Meanwhile, the requirement that the potential candidate intends to serve a full term is important for stability; uncertainty about who is committed to run in local elections in 2022 means without this provision, CPA could go through a leadership transition process in the spring of 2022 and then have to reshuffle again six months later should any of the new Board Officers, Executive Committee members, or Chairs of the Standing Committees no longer be eligible to be CPA Regular Directors. While some of this uncertainty is normal and acceptable with a large Board of local elected officials like that of CPA, the issue is particularly acute in 2022 with approximately half of our eligible Board members running for existing seats, new offices, or termed out.

In other respects, the impact that these criteria would have at a time of leadership transition were not fully anticipated. One particular issue concerns CPA's two current Vice-Chairs, both of whom are County Supervisors who will vacate their Supervisorial seats at the end of 2022. The Bylaws were adopted during CPA's startup phase as CPA was in the process of fully enrolling its 1 million customer accounts. Since that time, CPA has faced and overcome a spectrum of challenges ranging from rate and energy market uncertainty to a worsening climate crisis and the COVID-19 pandemic. CPA depended on its leadership, particularly its County Member Agencies, during this time and the County Directors have demonstrated commitment to CPA at critical moments. For example, the County of Los Angeles provided start-up funding in the amount of \$10 million and authorized a \$30 million loan in August 2021 as CPA weathered multiple storms. CPA's Vice-Chair from Ventura County has provided regional leadership and coordination particularly during CPA's enrollment period when negative press peaked, as well as demonstrated commitment and leadership to set initial default levels at 100% Green in 5 of the 8 Ventura County jurisdictions. The uncertainties related to the energy markets, climate change, and COVID remain unabated, and CPA will continue to benefit from leadership from our County Member Agencies into the foreseeable future.

Under the current version of the Bylaws, two current Vice-Chairs are ineligible to run for a Board Officer or Executive Committee At-Large seat because they are unable to affirm that they intend to serve a full term and would have to leave their CPA leadership positions in June of this year. At the same time, if a newly appointed Supervisor wanted to run for Vice-Chair, that Supervisor must have attended 50% of Regular Meetings in the prior 12 months. So as a practical matter, Supervisors who are current Board Alternates would have had to start attending every Board meeting several months ago in order to establish an attendance record prior to the anticipated election of Board Officers, while the other Supervisor also attended as a Regular Director and served as Vice-Chair. This is impractical.

Another option for a County Supervisor to have established an attendance record would have been for the Vice-Chairs to have left the Board a few months ago, prior to their term as Vice-Chair expiring and be replaced by a new Supervisor, who would not serve in a

leadership position. In this case and during these 6 months, CPA could be without a Vice Chair and would not benefit from the Vice Chairs' insight and knowledge. Nor would the organization gain from the institutional benefits of a Supervisor serving in a leadership position. This issue of County Supervisors being eligible for a Board leadership position could continue beyond this cycle and into the foreseeable future under the existing Bylaws.

Lastly, in adding the immediate past Chair to the Executive Committee, the policy goal was to retain CPA-specific institutional knowledge and experience and it was assumed that the immediate past chair would remain a Regular Director. However, that may not be the case as the immediate past Chair could end up being an Alternate Director, which does not erase their institutional knowledge and experience but as an Alternate Director would be precluded from joining the Executive Committee as immediate past Chair under the current Bylaws.

### **PROPOSED CHANGES TO BYLAWS**

Based on the foregoing issues, CPA staff is seeking Executive Committee feedback on the following changes:

1. With regard to the Vice Chair position:
  - a. the County Supervisor for each county Member Agency automatically serve as Vice Chairs. This is in keeping with the policy objectives and is a continuation of the current structure where the Regular Directors of the County member agencies serve as the Vice Chairs.
  - b. Board of Directors authority to remove a Board Officer *without cause* remains. Art. III, Sec. 4.
  - c. in the event that a Vice Chair seeks to run for Chair, is otherwise eligible to run in a manner consistent with CPA's policy objectives, and wins, a process for elections of a Vice Chair among the remaining Regular Directors is specified.
2. With regard to the immediate past Chair, a minor edit is proposed to correct the oversight and allow the immediate past Chair to also be an Alternate Director.

3. Clean up and other minor edits for internal consistency.

### **PROCESS**

The draft revisions were presented to the Executive Committee on January 19, 2022. The Executive Committee expressed support for these revisions. Subject to the Board's feedback, staff proposes to bring a Resolution adopting the new Bylaws at the March 3rd Board meeting.

### **PUBLIC NOTICE**

Pursuant to Section 4.11.1, subdivision (d), of the Joint Powers Agreement ("JPA"), CPA must provide 30-day advance notice of its intent to amend the Bylaws. Advance notice for public comment is provided via the Agenda posting and this staff report. The proposed amendments to the Bylaws are provided as Attachment 1 in clean form and Attachment 2 in redline form. Upon adoption, staff will provide written notice of the change and provide a copy of the amended Bylaws to member agencies in compliance with Section 4.11.1. of the JPA.

### **ATTACHMENT**

1. Draft Revised Bylaws (clean)
2. Draft Revised Bylaws (comparison)



**BYLAWS FOR  
CLEAN POWER ALLIANCE  
OF SOUTHERN CALIFORNIA**

**PREAMBLE**

The Clean Power Alliance of Southern California<sup>1</sup> (“CPA”) was established on June 27, 2017, pursuant to the execution of the Joint Powers Agreement (“JPA”). The members of CPA are referred to individually as “Party” or “Local Agency” or collectively, as “Parties” or “Local Agencies” in these Bylaws. The JPA and any Amendments to the JPA shall collectively be referred to as the “Agreement.”

**ARTICLE I**

PURPOSE AND DEFINITIONS

Section 1. Purpose of Bylaws. The Agreement authorizes the Board of Directors to develop Operating Policies and Procedures, including but not limited to Bylaws, to implement the affairs of CPA. By approving these Bylaws, the Board intends to provide additional definition concerning governance, internal organization, Board committees, and other matters addressed in these Bylaws.

Section 2. Definitions. Unless specifically defined in these Bylaws, all defined terms shall have the same meaning ascribed to them in the Agreement.

Section 3. Precedence. If any provision of these Bylaws conflicts with any provision of the Agreement, the Agreement shall prevail, and these Bylaws shall be amended to eliminate such conflict.

**ARTICLE II**

BOARD OF DIRECTORS

Section 1. Board of Directors. CPA shall be governed by a Board of Directors composed of one representative of each of the Parties (“Board”).

Section 2. Appointment of Directors by Party. Consistent with Section 4.2 of the Agreement, the governing body of each Party shall appoint and designate in writing to CPA one regular Director (“Regular Director”) and up to two alternate Directors (“Alternate Director”) who may vote on matters when the Regular Director is absent for a Board meeting.

Section 3. Resignation. In addition to meeting a Party’s requirements concerning resignation, a

---

<sup>1</sup> CPA was originally established and known as The Los Angeles Community Choice Energy Authority (“LACCE”). LACCE’s name was changed in Amendment No. 2 to the original JPA on April 5, 2018.

Director may resign at any time by giving written notice to the Chair and the Board Secretary. Any resignation is effective upon receipt of the written notice or at a time designated in the written notice. A vacancy shall be filled as specified in Article IX.

Section 4. Removal for Cause.

- a. Grounds for Removal. A Director may be removed for cause. Cause shall be defined for the purposes of this section as follows:
  - i. Unexcused absences by a Regular Director from three (3) consecutive Board meetings except an “unexcused absence” shall not be applied against a Regular Director if any one of the Alternate Directors from a Party attends a Board meeting in place of that Regular Director. An unexcused absence shall not include an absence due to vacation, illness or medical appointment, family emergency, jury duty, religious observance, or some other unavoidable conflict, if the Regular Director notifies CPA of the conflict in writing;
  - ii. Unauthorized disclosure of confidential information or documents from a closed session or the unauthorized disclosure of information or documents provided to the Director on a confidential basis and whose public disclosure may be harmful to the interests of CPA;
  - iii. Willful violation of any of CPA’s Operating Policies and Procedures;
  - iv. Has been found by a final order or judgment of any court to be of unsound mind;
  - v. Has been convicted of a felony while serving as a Director; or,
  - vi. Fails or ceases to meet any required qualification that was in effect at the beginning of that Director’s current term of office.
- b. Process for Removal.
  - i. If a Director is considered to have met any of the Grounds for Removal specified in Article II, Section 4.a., above, the matter shall be referred to the Executive Committee for investigation and consideration of removal of such Director.
  - ii. Prior to considering the removal, the Executive Committee shall provide written notice to the Director proposed for removal and the governing body that appointed such Director at least thirty (30) days prior to the meeting at which the proposed removal will be considered by the Executive Committee. The notice shall state the grounds for removal, a brief summary of the supporting facts, and the date of the scheduled hearing on the removal (“Removal Notice”). The Director proposed for removal shall be given an opportunity to be heard and to submit any supporting oral or written evidence at the meeting. Upon consideration of the evidence presented, the Executive Committee shall issue a written recommendation to the Board concerning the removal of such Director within ten (10) business days after the removal matter is heard by the Executive Committee, unless the Chair determines that additional time is needed. A copy of the recommendation shall be sent to the Director proposed for removal and the governing

body that appointed such Director within three (3) business days of the issuance of the written recommendation.

- iii. If the Executive Committee recommends a Director's removal, this recommendation shall be considered by the full Board at the next Regular Meeting following the issuance of the Executive Committee's written recommendation. A copy of the Removal Notice and any evidence presented to the Executive Committee shall be provided to the Board. A Director shall not be removed for cause from the Board unless two-thirds of all present Directors (excluding the Director subject to removal) vote in favor of the removal.

### **ARTICLE III**

#### INTERNAL ORGANIZATION

##### Section 1. Chair.

- a. The Board shall elect from among themselves a Chair. The current Chair shall announce the nomination period for Chair elections at a Regular Meeting. The election shall occur at the next Regular Meeting or as soon thereafter at a Regular Meeting following the Chair's announcement.
- b. Eligibility. The following minimum eligibility requirements must be met in order for a Regular Director to be elected as Chair.
  - i. The potential candidate must be a Regular Director;
  - ii. The potential candidate must have attended at least 50% of CPA's Regular Meetings in the prior 12 months; and,
  - iii. The potential candidate must affirm that the candidate intends to serve a full term as Chair.
- c. Extension of Term of Office. If, for any reason, the election of a new Chair is not made, the then current Chair shall continue to serve in his/her position until an election is held at a Regular Meeting of the Board.

##### Section 2. Vice-Chairs.

- a. There shall be two Vice-Chairs. One of the Vice-Chairs shall be a Supervisor for the County of Los Angeles, and the other Vice-Chair shall be a Supervisor for the County of Ventura.
- b. Eligibility. The following minimum eligibility requirements must be met in order for a Regular Director to be named as a Vice Chair.
  - i. The Vice Chair must be a Regular Director; and,

- ii. In the event of a vacancy specified in this Section 2.c. or 4, below, the candidate must meet Section 2.b.i., have attended at least 50% of CPA's Regular Meetings in the prior 12 months, and affirm that the candidate intends to serve a full term as Vice Chair.
- c. In the event a Vice Chair runs for and wins election as Chair, any such vacancy of the Vice Chair shall be filled as specified in Article IX, Section 3.b.

Section 3. Term of Board Officers. The Chair and the two Vice Chairs shall constitute the "Board Officers." The Chair shall serve a two-year term commencing on the first day of the Fiscal Year (as defined in Section 7.1 of the Agreement) and ending on the last day of the following Fiscal Year two years later and Vice Chairs terms will run concurrent thereto as reasonably practical.

A Chair or a Vice-Chair elected pursuant to Article IX, Section 3.b. shall not serve in that position for more than two consecutive full two-year terms.

Section 4. Removal of Board Officers. The Board may remove any of the Board Officers, with or without cause, by a two-thirds vote of the present Directors of the Board at a Regular Meeting of the Board, excluding the Board Officer subject to removal. If removal is being considered, three or more Directors must provide written notice of the proposed removal to the affected Director and to the Executive Director. Thirty (30) days after the receipt of the notice, the Executive Director shall place the removal vote on the agenda at the next Regular Meeting of the Board.

Section 5. Appointment of Treasurer. The Chief Financial Officer ("CFO") of CPA shall act as the Treasurer of CPA. In the event of a vacancy, the Board Chair shall appoint a qualified person to act as the interim Treasurer within ninety (90) days of the date the position becomes vacant, and the interim Treasurer shall remain in that role until a new CFO is named. The Treasurer shall:

- a. Possess the powers of, and shall perform any functions required by applicable law, including those duties described in the Government Code Section 6505.5 and the Agreement, and which may be prescribed by the Board or these Bylaws.
- b. Prepare, maintain, and update as needed reserve and investment policies governing CPA's building of reserves and management of investments respectively.
- c. Prepare any other reports or policies that the Board or the Finance Committee requires.

Section 6. General Counsel. The General Counsel shall be the attorney for the Board and CPA and shall represent the Board and CPA in all actions, hearings, and proceedings for or against CPA, or when CPA may be legally interested. The General Counsel shall also be the legal advisor to the Board and by extension, to CPA's officers and employees in their official capacity. When requested, the General Counsel shall give written legal advice or opinions to the Board or to any CPA officer or employee.

The General Counsel may delegate her/his authority by designating other attorney(s) on a limited or temporary basis to assist in the performance of her/his duties.

## ARTICLE IV

### BOARD MEETINGS

Section 1. Regular Meetings. The regular meetings of the Board (“Regular Meeting”) shall be held on the first Thursday of each month at 2 PM, unless the Chair and the Executive Director agree that a Regular Meeting should be held on another day and time.

Section 2. Closed Session.

- a. Confidentiality. All information presented to the Board in closed session shall be confidential. No person attending a closed session may disclose any matter discussed in the session except as provided below.
  
- b. Discussions with Local Agency Governing Bodies and Local Agency Legal Counsel. A Director may disclose information obtained in a closed session that has direct financial or liability implications for the Director’s Local Agency, to the following individuals: i) Legal counsel of the Director’s governing body for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Local Agency; and ii) Members of the governing body of the Local Agency present in a closed session of that Local Agency.

Prior to disclosing any information obtained in a closed session to legal counsel of the Director’s Local Agency or other members of the legislative body of the Director’s Local Agency, the Director shall notify the General Counsel of the intention to discuss the matter with their Local Agency’s legal counsel or other members of the legislative body. This notification shall provide the General Counsel with an opportunity to discuss with the Local Agency’s legal counsel whether the matter has direct financial or liability implications for the Director’s Local Agency.

- c. Procedure.
  - i. The General Counsel and Executive Director shall designate staff members and others who shall remain in the closed session to assist the Board in its deliberations.
  - ii. Any Director who has not attended a closed session and wishes to be advised of the content of the session may inquire of any Director who attended the closed session. The person contacted may advise the inquiring Director of the content of the session. The advised Director shall not disclose the matter for which the session was held.
  - iii. The General Counsel shall be consulted before an item is placed on the ClosedSession agenda.
  
- d. Alternate Directors Participation. Any designated Alternate Director of the legislative body of a Local Agency who is attending a properly noticed meeting of CPA in lieu of a Local Agency Regular Director may participate in a closed session meeting of CPA.

## ARTICLE V

### RULES GOVERNING COMMITTEES

Section 1. Establishment of Committees. Section 5.9 of the Agreement establishes the Executive Committee, the Finance Committee, and the Community Advisory Committee, and authorizes the Board to establish additional policy committees. The Finance Committee and the policy committees identified in Article VII shall collectively be referred to as “Standing Committees.” The duties and authority of all Committees shall be subject to the approval and direction of the Board.

Section 2. Committee Voting. Action by a Committee on matters shall require an affirmative vote of a majority of the Director members who are present at the meeting unless otherwise specified in these Bylaws.

Section 3. Ad Hoc Committees. The Board may create Ad Hoc Committees from time to time, to undertake special assignments on behalf of the Board. An Ad Hoc committee shall exist for a specified term or until its special assignments are completed, whichever comes first, but its existence may be extended for an added term or added assignments by action of the Board. The Board Chair shall appoint the Chair of any Ad Hoc Committee. Any Ad Hoc Committee membership shall be governed by Article VII, Section 2.

Section 4. Removal of a Committee Member. Except as otherwise provided in Article II, Section 5, the Board may remove any Committee member from office, including any At-Large member of the Executive Committee or a Standing Committee Chair, with or without cause, by a two-thirds vote of the present Directors of the Board at a Regular Meeting of the Board.

Section 5. Open Meeting Requirements. The meetings of the committees established by the Board shall be governed by the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.).

## ARTICLE VI

### EXECUTIVE COMMITTEE

Section 1. Executive Committee. The duties of the Executive Committee shall be to review and provide advice to the Executive Director and the entire Board on policy, operation, and organizational matters, and perform such other responsibilities, tasks, or activities as delegated to it by the Board.

The Executive Committee shall consist of the following ten (10) Directors:

- a. The Chair of the Board, who shall serve as Chair of the Executive Committee;
- b. The two Vice-Chairs of the Board, who shall serve as the Vice-Chairs of the Executive Committee;
- c. The Chair from each of the Standing Committees;

- d. The immediate past Chair of the Board;
- e. Two (2) At-Large Directors, each of which represent a Party located in the County of Los Angeles; and,
- f. One (1) At-Large Director, who represents a Party located in the County of Ventura.

Section 2. At-Large or Standing Committee Chair Eligibility Requirements. The following minimum eligibility requirements must be met in order for a Director to be elected as an At-Large member of the Executive Committee or appointed as a Standing Committee Chair.

- a. The potential candidate must be a Regular Director;
- b. The potential candidate must have attended at least 50% of CPA's Regular Meetings in the prior 12 months; and,
- c. The potential candidate must affirm that the candidate intends to serve a full term as an Executive Committee member or a Standing Committee Chair.

Section 3. Election of At-Large Executive Committee Members. The Regular Directors of Parties located in the County of Los Angeles shall elect from among themselves two At-Large members subsequent to the election of the Board Officers. The Regular Directors of Parties located in the County of Ventura shall elect from among themselves one At-Large member subsequent to the election of the Board Officers.

The Chair shall announce the nomination period for the At-Large members at a Regular Meeting. The election shall occur at the next Regular Meeting following the Chair's announcement.

Section 4. Term of At-Large Executive Committee Members and Immediate Past Chair. The At-Large Executive Committee members and when applicable, the immediate past Chair shall serve a two-year term, concurrent with the term of the Board Officers.

Section 5. Extension of Term of Executive Committee Members. If, for any reason, the election of new At-Large Directors is not made, the then current Directors shall continue to serve in his/her position until an election is held at a Regular Meeting of the Board.

Section 6. Alternate Directors in Executive Committee. Except as otherwise provided in Section 5.1 of the Agreement, in the event a Regular Director member of the Executive Committee is unavailable to attend a duly-noticed meeting of the Executive Committee, an Alternate Director representing the same Party may attend the Executive Committee meeting in place of that Regular Director provided that an Alternate Director shall not vote on any matter requiring Executive Committee action.

Section 7. Tie-Break in Executive Committee Vote. In the event of a tie vote of the Executive Committee, the matter shall be referred to the Board for a percentage vote in accordance with Section 4.10.1 of the Agreement.

## ARTICLE VII

### STANDING COMMITTEES

Section 1. Appointment and Term of Standing Committee Chairs. The Board Chair shall appoint the Chairs of each Standing Committee after the Board Chair is elected. The Chairs of each Standing Committee shall be Regular Directors and appointed to a two-year term concurrent with the term of the Board Officers. If, for any reason, the appointment of new Committee Chairs is not made, the then-current Committee Chair shall continue to serve in his/her position until an appointment is made by the Chair at a meeting of the Board.

Section 2. Standing Committee Membership. Any Director or Alternate Director who wishes to join a Standing Committee may become a member of that Committee. A Director or Alternate Director who wishes to join a Committee shall notify the Board Chair and the Board Secretary in writing of their intention to join. In no event shall the number of Directors in any one Standing Committee constitute a quorum of the Board and in no event shall a Party be represented on any one Standing Committee by more than one Director member.

Section 3. Alternate Directors in Standing Committees. Except as otherwise provided in Article VI, Section 5 of the Bylaws, in the event a Director member of a Standing Committee is unavailable to attend a duly-noticed meeting of that Committee, an alternate Director representing the same Party as the absent Director may attend and if applicable, vote in the Committee meeting in place of the absent Director.

Section 4. Finance Committee. The Standing Finance Committee's duties shall include but not be limited to reviewing and recommending to the Executive Director and the Board:

- a. Fiscal year budgets;
- b. Financial policies and procedures including a reserve and investment policy; and,
- c. Other measures ensuring the sound financial management of CPA or as similarly directed by the Board.

The Finance Committee shall select an Independent Auditor who shall perform a financial audit of accounts of CPA on an annual basis. The Independent Auditor shall be accredited in the State of California and provide independent, accurate, and timely assessments of CPA's financial activities in compliance with generally accepted government auditing standards.

The Finance Committee shall recommend to the Board an Internal Auditor. The Internal Auditor may assess compliance with CPA's financial policies and procedures; review CPA's internal processes or the adequacy of financial controls; make recommendations for improvement; and any similar duties as the Board may direct.

Section 5. Energy Planning & Resources Committee ("Energy Committee"). There shall be a Standing Energy Committee whose duties shall be to review and provide advice to the Executive Director, the Executive Committee, and the Board on policy, operation and organizational matters related to CPA's procurement and development of electric power supplies; the identification and quantification of risk within the energy market; promotion of renewable energy projects and programs; and any similar duties as the Board may direct.



Section 6. Legislative and Regulatory Committee. There shall be a Standing Legislative and Regulatory Committee whose duties shall be to review and provide advice to the Executive Director and the Board on policy, operation and organizational matters related to CPA’s legislative and regulatory principles, priorities, and strategies; to promote CPA’s interests by protecting local control and autonomy; to ensure fair treatment of CPA’s customers by regulatory bodies; and any similar duties as the Board may direct.

## **ARTICLE VIII**

### COMMUNITY ADVISORY COMMITTEE (“CAC”)

Section 1. Purpose. Pursuant to Section 5.9.1(c) of the Agreement, the CAC shall be an advisory committee formed to advise the Board on community outreach and engagement issues; to outreach to key stakeholder communities; and to undertake any assignments as directed by the Board. The CAC is not a Standing Committee.

Section 2. CAC Member Selection Process. On an ongoing basis, CPA’s staff shall accept and solicit applications from customers that reside or work within CPA’s territory to become a member of the CAC. A list of all CAC member applicants by geography, skills and association, along with copies of all completed applications, shall be provided to the Board and the Board shall select CAC members from this list of CAC applicants.

Section 3. CAC Membership. The CAC shall be comprised of a total of 15 members representing customers or key stakeholders residing or working in the seven (7) geographical regions, as follows:

- a. Three (3) members from the East Ventura/West Los Angeles County Region.
- b. Two (2) members from the West/Unincorporated Ventura County.
- c. Two (2) members from the Westside region in Los Angeles County.
- d. Two (2) members from the South Bay region in Los Angeles County.
- e. Two (2) members from the Gateway Cities region in Los Angeles County.
- f. Two (2) members from the San Gabriel Valley region in Los Angeles County.
- g. Two (2) members from the Unincorporated Los Angeles County.

Section 4. CAC Officers. The CAC shall appoint from among themselves by majority vote one Chair and two Vice-Chairs. At least one of the Vice Chairs shall be a member residing in the jurisdiction of a Party located in the County of Ventura. The CAC may establish Bylaws of the CAC (“CAC Bylaws”) governing the operation of the CAC. Any CAC Bylaws shall be drafted by the seated CAC members. Prior to becoming effective, any CAC Bylaws, including any amendments thereto, must be approved by a majority of the seated CAC members who are present at a meeting. The CAC Chair, or designee, shall be the liaison between the Board and the CAC and to the extent requested by each Board subject to the limits of the Agreement and applicable law.

Section 5. CAC Term. The term of service of each CAC member will be two years commencing at the Board Meeting in May and expiring in April two years later. There shall be no limit to the number of terms a CAC member may serve.

Section 6. CAC Quorum and Voting. Fifty percent (50%) of the seated CAC members shall constitute a quorum for the transaction of business. Action of the CAC on all matters shall require an affirmative vote of a majority of all members who are present at the subject meeting.

Section 7. CAC Member Removal. A CAC member may be removed by a majority vote of the Board, with or without cause.

Section 8. CAC Vacancies.

- a. Whenever a vacancy occurs among the CAC Officers during that officer's term of office, the CAC shall hold an election to fill such vacancy within 90 days of the date of the vacancy if there are 90 days or more in the term at the time the vacancy occurs.
- b. Whenever a vacancy occurs for a CAC member during that member's term of office, the Board shall fill such vacancy.

Section 9. Reimbursements. CAC members may seek reimbursement of expenses incurred to attend a duly-noticed CAC meeting or a Board authorized meeting in compliance with "CPA Reimbursements for Board of Directors" policy, Policy No. CPA2018-05.

## **ARTICLE IX**

### DIRECTOR VACANCIES

Section 1. Vacancy Definition. A vacancy shall exist in the case of death; resignation; expiration of term; termination or withdrawal of membership from CPA; removal of a Director by the governing body of a Party that designated and appointed the member Director; removal of a Director by the Board; or when a Director, who is an elected member of a Party, ceases to be an elected member, including term limits.

Section 2. Vacancy of a Director. Whenever a vacancy occurs for a Regular Director or Alternate Director representing a Party, the affected Party shall comply with Section 4.3 of the Agreement and the appointment and designation shall occur in a manner consistent with each Party's rules, regulations, bylaws, policies, or procedures. In addition, the affected Party shall notify the Executive Director in writing no later than five (5) business days after a replacement Director is appointed or elected by the governing body.

Section 3. Vacancy of a Regular Director serving as a Board Officers.

- a. Chair. Whenever a vacancy occurs of a Regular Director serving as Chair during the Chair's term of office, the Board shall hold an election to fill such vacancy within 90 days of the date of the vacancy if there are 90 days or more in the term at the time the vacancy occurs. The election of a Chair shall be consistent with Article III, Section 1.
- b. Vice Chair. In the event of a Vice Chair vacancy due to Article III, Section 2.c. or 4, the

Regular Directors of the Parties representing Member Agencies located in the County where the Vice Chair vacancy occurred shall elect a Vice Chair. The election of Vice Chair shall be consistent with Article III, Section 2.b.

Section 4. Vacancy of At-Large Executive Committee Member. Whenever a vacancy occurs for an At-Large Executive Committee member, during that member's term of office, the Board shall hold an election to fill such vacancy within 90 days of the date of the vacancy if there are 90 days or more in the term at the time the vacancy occurs. The election of an At-Large Executive Committee Member shall be consistent with Article VI, Sections 1.e and f., and Article VI, Section 2.

Section 5. Vacancy of Standing Committee Chairs. Whenever a vacancy occurs for a Standing Committee Chair, during that Standing Committee Chair's term of office, the Board Chair shall fill such vacancy within 90 days of the date of the vacancy if there are 90 days or more in the term at the time the vacancy occurs.

Section 6. Remaining Term. Any Director appointed or elected to fill a vacancy before the expiration of the term for which her or his predecessor was appointed shall serve for the remainder of such term.

## **ARTICLE X**

### ELECTIONS

When an election is required as specified in these Bylaws, the candidate who receives the greatest number of votes among voting Regular Directors or in the event that two of the same position are being filled, the top two candidates with the greatest number of votes among voting Regular Directors shall be elected. In the event of a tie, a roll call vote shall be held until a winner is selected.

## **ARTICLE XI**

### VOTING

Voting on any other CPA matters shall be held in accordance with the requirements of Sections 4.10 and 4.11 of the Agreement and these Bylaws.

# BYLAWS FOR CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA

## PREAMBLE

The Clean Power Alliance of Southern California<sup>+</sup> (~~the~~ “~~Alliance~~<sup>1</sup> (“CPA”)”) was established on June 27, 2017, pursuant to the execution of the Joint Powers Agreement (“JPA”). The members of ~~the Alliance~~CPA are referred to individually as “Party” or “Local Agency” or collectively, as “Parties” or “Local Agencies” in these Bylaws. The JPA and any Amendments to the JPA shall collectively be referred to as the “Agreement.”

## ARTICLE I

### PURPOSE AND DEFINITIONS

Section 1. Purpose of Bylaws. The Agreement authorizes the Board of Directors to develop Operating Policies and Procedures, including but not limited to Bylaws, to implement the affairs of ~~the Alliance~~CPA. By approving these Bylaws, the Board intends to provide additional definition concerning governance, internal organization, Board committees, and other matters addressed in these Bylaws.

Section 2. Definitions. Unless specifically defined in these Bylaws, all defined terms shall have the same meaning ascribed to them in the Agreement.

Section 3. Precedence. If any provision of these Bylaws conflicts with any provision of the Agreement, the Agreement shall prevail, and these Bylaws shall be amended to eliminate such conflict.

## ARTICLE II

### BOARD OF DIRECTORS

Section 1. Board of Directors. ~~The Alliance~~CPA shall be governed by a Board of Directors composed of one representative of each of the Parties (“Board”).

Section 2. Appointment of Directors by Party. Consistent with Section 4.2 of the Agreement, the governing body of each Party shall appoint and designate in writing to ~~the Alliance~~CPA one regular Director (“Regular Director”) and up to two alternate Directors (“Alternate Director”) who may vote on matters when the Regular Director is absent for a Board meeting.

Section 3. Resignation. In addition to meeting a Party’s requirements concerning resignation, a

---

<sup>+</sup> ~~The Alliance was originally established and known as The Los Angeles Community Choice Energy Authority (“LACCE”)- LACCE’s name was changed in Amendment No. 2 to the original JPA on April 5, 2018.~~

<sup>1</sup> CPA was originally established and known as The Los Angeles Community Choice Energy Authority (“LACCE”). LACCE’s name was changed in Amendment No. 2 to the original JPA on April 5, 2018.

Director may resign at any time by giving written notice to the Chair and the Board Secretary. Any resignation is effective upon receipt of the written notice or at a time designated in the written notice. A vacancy shall be filled as specified in Article IX.

#### Section 4. Removal for Cause.

- a. Grounds for Removal. A Director may be removed for cause. Cause shall be defined for the purposes of this section as follows:
  - i. Unexcused absences by a Regular Director from three (3) consecutive Board meetings except an “unexcused absence” shall not be applied against a Regular Director if any one of the Alternate Directors from a Party attends a Board meeting in place of that Regular Director. An unexcused absence shall not include an absence due to vacation, illness or medical appointment, family emergency, jury duty, religious observance, or some other unavoidable conflict, if the Regular Director notifies ~~the Alliance~~CPA of the conflict in writing;
  - ii. Unauthorized disclosure of confidential information or documents from a closed session or the unauthorized disclosure of information or documents provided to the Director on a confidential basis and whose public disclosure may be harmful to the interests of ~~the Alliance~~CPA;
  - iii. Willful violation of any of ~~the Alliance’s~~CPA’s Operating Policies and Procedures;
  - iv. Has been found by a final order or judgment of any court to be of unsound mind;
  - v. Has been convicted of a felony while serving as a Director; or,
  - vi. Fails or ceases to meet any required qualification that was in effect at the beginning of that Director’s current term of office.

#### b. Process for Removal.

- ~~vii.i.~~ If a Director is considered to have met any of the Grounds for Removal specified in Article II, Section 4.a., above, the matter shall be referred to the Executive Committee for investigation and consideration of removal of such Director.
- ii. Prior to considering the removal, the Executive Committee shall provide written notice to the Director proposed for removal and the governing body that appointed such Director at least thirty (30) days prior to the meeting at which the proposed removal will be considered by the Executive Committee. The notice shall state the grounds for removal, a brief summary of the supporting facts, and the date of the scheduled hearing on the removal (“Removal Notice”). The Director proposed for removal shall be given an opportunity to be heard and to submit any supporting oral or written evidence at the meeting. Upon consideration of the evidence presented, the Executive Committee shall issue a written recommendation to the Board concerning the removal of such Director within ten (10) business days after the removal matter is heard by the Executive Committee, unless the Chair determines that additional time is needed. A copy of the recommendation shall be sent to the Director proposed for removal and the governing

body that appointed such Director within three (3) business days of the issuance of the written recommendation.

~~viii.iii.~~ If the Executive Committee recommends a Director's removal, this recommendation shall be considered by the full Board at the next Regular Meeting following the issuance of the Executive Committee's written recommendation. A copy of the Removal Notice and any evidence presented to the Executive Committee shall be provided to the Board. A Director shall not be removed for cause from the Board unless two-thirds of all present Directors (excluding the Director subject to removal) vote in favor of the removal.

### ARTICLE III

#### INTERNAL ORGANIZATION

~~Section 1. Election of Board Officers. The Board shall elect from among themselves one Chair and two Vice-Chairs ("Board Officers"). One of the Vice-Chairs shall be a Director representing a Party located in the County of Los Angeles, and the other Vice-Chair shall be a Director representing a Party located in the County of Ventura. Vice-Chairs shall be elected by a vote of the Regular Directors of Parties located in their respective Counties. The candidate who receives the greatest number of votes from voting Regular Directors shall be elected. In the event of a tie, a roll call vote shall be held until a winner is selected.~~

Commencing in 2020, the  
Section 1. Chair.

- a. ~~The Board shall elect from among themselves a Chair. The~~ current Chair shall announce the nomination period for ~~Board Officer~~Chair elections at a Regular Meeting. The election shall occur at the next Regular Meeting or as soon thereafter at a Regular Meeting following the Chair's announcement.

~~Section 2:-~~

- b. ~~Eligibility Requirements for Board Officers.~~ The following minimum eligibility requirements must be met in order for a Regular Director to be elected as Chair ~~or Vice-Chair of the Board.~~
  - i. The potential candidate must be a Regular Director;
  - ii. The potential candidate must have attended at least 50% of ~~the Alliance's~~CPA's Regular Meetings in the prior 12 months; and,
  - iii. The potential candidate must affirm that ~~he/she~~the candidate intends to serve a full term as ~~a Board Officer~~Chair.

~~Section 3-~~

- c. Extension of Term of Office. If, for any reason, the election of a new ~~Board Officer~~Chair is not made, the then current ~~officer~~Chair shall continue to serve in his/her position until an election is held at a ~~meeting~~Regular Meeting of the Board.

Section 2. Vice-Chairs.

- a. There shall be two Vice-Chairs. One of the Vice-Chairs shall be a Supervisor for the County of Los Angeles, and the other Vice-Chair shall be a Supervisor for the County of Ventura.
- b. Eligibility. The following minimum eligibility requirements must be met in order for a Regular Director to be named as a Vice Chair.
  - i. The Vice Chair must be a Regular Director; and,
  - ii. In the event of a vacancy specified in this Section 2.c. or 4, below, the candidate must meet Section 2.b.i., have attended at least 50% of CPA's Regular Meetings in the prior 12 months, and affirm that the candidate intends to serve a full term as Vice Chair.
- c. In the event a Vice Chair runs for and wins election as Chair, any such vacancy of the Vice Chair shall be filled as specified in Article IX, Section 3.b.

Section 3. Term of Board Officers. The Chair and the two Vice Chairs shall constitute the "Board Officers." The Chair shall serve a two-year term commencing on the first day of the Fiscal Year (as defined in Section 7.1 of the Agreement) and ending on the last day of the following Fiscal Year two years later ~~except that the term of office for current Board Officers shall end on March 31, 2020. Commencing in 2020, a Regular Director shall not serve in the same Board Officer position for more than two consecutive full two-year terms and Vice Chairs terms will run concurrent thereto as reasonably practical.~~

A Chair or a Vice-Chair elected pursuant to Article IX, Section 53.b. shall not serve in that position for more than two consecutive full two-year terms.

Section 4. Removal of Board Officers. The Board may remove any of the Board Officers, with or without cause, by a two-thirds vote of the present Directors of the Board at a Regular Meeting of the Board (excluding the Board Officer subject to removal). If removal is being considered, three or more Directors must provide written notice of the proposed removal to the affected Director and to the Executive Director. Thirty (30) days after the receipt of the notice, the Executive Director shall place the removal vote on the agenda at the next Regular Meeting of the Board.

Section 65. Appointment of Treasurer. The Chief Financial Officer ("CFO") of ~~the Alliance CPA~~ shall act as the Treasurer of ~~the Alliance CPA~~. In the event of a vacancy, the Board Chair shall appoint a qualified person to act as the interim Treasurer within ninety (90) days of the date the position becomes vacant, and the interim Treasurer shall remain in that role until a new CFO is named. The Treasurer shall:

- a. Possess the powers of, and shall perform any functions required by applicable law, including those duties described in the Government Code Section 6505.5 and the Agreement, and which may be prescribed by the Board or these Bylaws.
- b. Prepare, maintain, and update as needed reserve and investment policies governing ~~the Alliance's CPA's~~ building of reserves and management of investments respectively.
- c. Prepare any other reports or policies that the Board or the Finance Committee requires.



Section 76. General Counsel. The General Counsel shall be the attorney for the Board and ~~the AllianceCPA~~ and shall represent the Board and ~~the AllianceCPA~~ in all actions, hearings, and proceedings for or against ~~the AllianceCPA~~, or when ~~the AllianceCPA~~ may be legally interested. The General Counsel shall also be the legal advisor to the Board and by extension, to ~~the Alliance'sCPA's~~ officers and employees in their official capacity. When requested, the General Counsel shall give written legal advice or opinions to the Board or to any ~~AllianceCPA~~ officer or employee.

The General Counsel may delegate her/his authority by designating other attorney(s) on a limited or temporary basis to assist in the performance of her/his duties.

## ARTICLE IV

### BOARD MEETINGS

Section 1. Regular Meetings. The regular meetings of the Board (“Regular Meeting”) shall be held on the first Thursday of each month at 2 PM, unless the Chair and the Executive Director agree that a Regular Meeting should be held on another day and time.

Section 32. Closed Session.

- a. Confidentiality. All information presented to the Board in closed session shall be confidential. No person attending a closed session may disclose any matter discussed in the session except as provided below.
- b. Discussions with Local Agency Governing Bodies and Local Agency Legal Counsel. A Director may disclose information obtained in a closed session that has direct financial or liability implications for the Director’s Local Agency, to the following individuals: i) Legal counsel of the Director’s governing body for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Local Agency; and ii) Members of the governing body of the Local Agency present in a closed session of that Local Agency.

Prior to disclosing any information obtained in a closed session to legal counsel of the Director’s Local Agency or other members of the legislative body of the Director’s Local Agency, the Director shall notify the General Counsel of the intention to discuss the matter with their Local Agency’s legal counsel or other members of the legislative body. This notification shall provide the General Counsel with an opportunity to discuss with the Local Agency’s legal counsel whether the matter has direct financial or liability implications for the Director’s Local Agency.

- c. Procedure.
  - i. The General Counsel and Executive Director shall designate staff members and others who shall remain in the closed session to assist the Board in its deliberations.

- ii. Any Director who has not attended a closed session and wishes to be advised of the content of the session may inquire of any Director who attended the closed session. The person contacted may advise the inquiring Director of the content of the session. The advised Director shall not disclose the matter for which the session was held.
- iii. The General Counsel shall be consulted before an item is placed on the ClosedSession agenda.
- d. Alternate Directors Participation. Any designated Alternate Director of the legislative body of a Local Agency who is attending a properly noticed meeting of ~~the Alliance~~CPA in lieu of a Local Agency Regular Director may participate in a closed session meeting of ~~the Alliance~~CPA.

## ARTICLE V

### RULES GOVERNING COMMITTEES

Section 1. Establishment of Committees. Section 5.9 of the Agreement establishes the Executive Committee, the Finance Committee, and the Community Advisory Committee, and authorizes the Board to establish additional policy committees. The Finance Committee and the policy committees identified in Article VII shall collectively be referred to as “Standing Committees.” The duties and authority of all Committees shall be subject to the approval and direction of the Board.

Section 2. Committee Voting. Action by a Committee on matters shall require an affirmative vote of a majority of the Director members who are present at the meeting unless otherwise specified in these Bylaws.

Section 3. Ad Hoc Committees. The Board may create Ad Hoc Committees from time to time, to undertake special assignments on behalf of the Board. An Ad Hoc committee shall exist for a specified term or until its special assignments are completed, whichever comes first, but its existence may be extended for an added term or added assignments by action of the Board. The Board Chair shall appoint the Chair of any Ad Hoc Committee. Any Ad Hoc Committee membership shall be governed by Article VII, Section 2.

Section 4. Eligibility Requirements. ~~The following minimum eligibility requirements must be met in order for a Director to be elected to as an At-Large member of the Executive Committee or appointed as a Standing Committee Chair.~~

~~a. The potential candidate must be a Regular Director;~~

~~a. The potential candidate must have attended at least 50% of the Alliance's Regular Meetings in the prior 12 months; and,~~

~~b. The potential candidate must affirm that he/she intends to serve a full term as an Executive Committee member or a Standing Committee Chair.~~

Section 5. Removal of a Committee Member. Except as otherwise provided in Article ~~IIII~~, Section 5, the Board may remove any Committee member from office, including any At-Large member of the Executive Committee or a Standing Committee Chair, with or without cause, by a two-thirds vote of the present Directors of the Board at a Regular Meeting of the Board.

Section 65. Open Meeting Requirements. The meetings of the committees established by the Board shall be governed by the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.).

## ARTICLE VI

### EXECUTIVE COMMITTEE

Section 1. Executive Committee. The duties of the Executive Committee shall be to review and provide advice to the Executive Director and the entire Board on policy, operation, and organizational matters, and perform such other responsibilities, tasks, or activities as delegated to it by the Board.

The Executive Committee shall consist of the following ten (10) ~~Regular~~ Directors:

- a. The Chair of the Board, who shall serve as Chair of the Executive Committee;
- b. The two Vice-Chairs of the Board, who shall serve as the Vice-Chairs of the Executive Committee;
- c. The Chair from each of the Standing Committees;
- d. The immediate past Chair of the Board;

- e. Two (2) At-Large Directors, each of which represent a Party located in the County of Los Angeles; and,
- f. One (1) At-Large Director, who represents a Party located in the County of Ventura.

Section 2. At-Large or Standing Committee Chair Eligibility Requirements. The following minimum eligibility requirements must be met in order for a Director to be elected as an At-Large member of the Executive Committee or appointed as a Standing Committee Chair.

- a. ~~Section 2.~~The potential candidate must be a Regular Director;
- b. The potential candidate must have attended at least 50% of CPA's Regular Meetings in the prior 12 months; and,
- c. The potential candidate must affirm that the candidate intends to serve a full term as an Executive Committee member or a Standing Committee Chair.

Section 3. Election of At-Large Executive Committee Members. The Regular Directors of Parties located in the County of Los Angeles shall elect from among themselves two At-Large members subsequent to the election of the Board Officers. The Regular Directors of Parties located in the County of Ventura shall elect from among themselves one At-Large member subsequent to the election of the Board Officers. ~~The candidate who receives the greatest number of votes among voting Regular Directors, or in the event that two positions are being filled, the top two candidates with the greatest number of votes among voting Regular Directors shall be elected.~~

~~In the event of a tie, a roll call vote shall be held until a winner is selected.~~

The Chair shall announce the nomination period for the At-Large members at a Regular Meeting. The election shall occur at the next Regular Meeting following the Chair's announcement.

Section 34. Term of At-Large Executive Committee Members and Immediate Past Chair. The At-Large Executive Committee members and when applicable, the immediate past Chair shall serve a two-year term, concurrent with the term of the Board Officers.

Section 45. Extension of Term of Executive Committee Members. If, for any reason, the election of new At-Large Directors is not made, the then current Directors shall continue to serve in his/her position until an election is held at a Regular Meeting of the Board.

Section 56. Alternate Directors in Executive Committee. Except as otherwise provided in Section ~~5.1~~

~~5.1~~ of the Agreement ~~or Article IV, Section 3 of the Bylaws~~, in the event a Regular Director member of the Executive Committee is unavailable to attend a duly-noticed meeting of the Executive Committee, an Alternate Director representing the same Party may attend the Executive Committee meeting in place of that Regular Director provided that an Alternate Director shall not vote on any matter requiring Executive Committee action.

Section 67. Tie-Break in Executive Committee Vote. In the event of a tie vote of the Executive Committee, the matter shall be referred to the Board for a percentage vote in accordance with Section 4.10.1 of the Agreement.

## ARTICLE VII

### STANDING COMMITTEES

Section 1. Appointment and Term of Standing Committee Chairs. ~~Commencing in 2020, the~~The Board Chair shall appoint the Chairs of each Standing Committee after the Board Chair is elected. The Chairs of each Standing Committee shall be Regular Directors and appointed to a two-year term concurrent with the term of the Board Officers. If, for any reason, the appointment of new Committee Chairs is not made, the then-current Committee Chair shall continue to serve in his/her position until an appointment is made by the Chair at a meeting of the Board.

Section 2. Standing Committee Membership. Any Director or Alternate Director who wishes to join a Standing Committee may become a member of that Committee. A Director or Alternate Director who wishes to join a Committee shall notify the Board Chair and the Board Secretary in writing of their intention to join. In no event shall the number of Directors in any one Standing Committee constitute a quorum of the Board and in no event shall a Party be represented on any one Standing Committee by more than one Director member.

Section 3. Alternate Directors in Standing Committees. Except as otherwise provided in Article ~~IV~~VI, Section ~~35~~ of the Bylaws, in the event a Director member of a Standing Committee is unavailable to attend a duly-noticed meeting of that Committee, an alternate Director representing the same Party as the absent Director may attend and if applicable, vote in the Committee meeting in place of the absent Director.

Section 4. Finance Committee. The Standing Finance Committee's duties shall include but not be limited to reviewing and recommending to the Executive Director and the Board:

- a. Fiscal year budgets;
- b. Financial policies and procedures including a reserve and investment policy; and,
- c. Other measures ensuring the sound financial management of ~~the Alliance~~CPA or as similarly directed by the Board.

The Finance Committee shall select an Independent Auditor who shall perform a financial audit of accounts of ~~the Alliance~~CPA on an annual basis. The Independent Auditor shall be accredited in the State of California and provide independent, accurate, and timely assessments of ~~the Alliance's~~CPA's financial activities in compliance with generally accepted government auditing standards.

The Finance Committee shall recommend to the Board an Internal Auditor. The Internal Auditor may assess compliance with ~~the Alliance's~~CPA's financial policies and procedures; review ~~the Alliance's~~CPA's internal processes or the adequacy of financial controls; make recommendations for improvement; and any similar duties as the Board may direct.

Section 5. Energy Planning & Resources Committee ("Energy Committee"). There shall be a Standing Energy Committee whose duties shall be to review and provide advice to the Executive Director, the Executive Committee, and the Board on policy, operation and organizational matters related to ~~the Alliance's~~CPA's procurement and development of electric power supplies; the

identification and quantification of risk within the energy market; promotion of renewable energy projects and programs; and any similar duties as the Board may direct.

Section 6. Legislative and Regulatory Committee. There shall be a Standing Legislative and Regulatory Committee whose duties shall be to review and provide advice to the Executive Director and the Board on policy, operation and organizational matters related to ~~the Alliance's CPA's~~ legislative and regulatory principles, priorities, and strategies; to promote ~~the Alliance's CPA's~~ interests by protecting local control and autonomy; to ensure fair treatment of ~~the Alliance's CPA's~~ customers by regulatory bodies; and any similar duties as the Board may direct.

## ARTICLE VIII

### COMMUNITY ADVISORY COMMITTEE ("CAC")

Section 1. Purpose. Pursuant to Section 5.9.1(c) of the Agreement, the CAC shall be an advisory committee formed to advise the Board on community outreach and engagement issues; to outreach to key stakeholder communities; and to undertake any assignments as directed by the Board. The CAC is not a Standing Committee.

Section 2. CAC Member Selection Process. On an ongoing basis, ~~the Alliance's CPA's~~ staff shall accept and solicit applications from customers that reside or work within ~~the Alliance's CPA's~~ territory to become a member of the CAC. ~~Commencing in 2020, a~~ list of all CAC member applicants by geography, skills and association, along with copies of all completed applications, shall be provided to the Board and the Board shall select CAC members from this list of CAC applicants.

Section 3. CAC Membership. The CAC shall be comprised of a total of 15 members representing customers or key stakeholders residing or working in the seven (7) geographical regions, as follows:

- a. Three (3) members from the East Ventura/West Los Angeles County Region.
- b. Two (2) members from the West/Unincorporated Ventura County.
- c. Two (2) members from the Westside region in Los Angeles County.
- d. Two (2) ~~member~~members from the South Bay region in Los Angeles County.
- e. Two (2) ~~member~~members from the Gateway Cities region in Los Angeles County.
- f. Two (2) ~~member~~members from the San Gabriel Valley region in Los Angeles County.
- g. Two (2) ~~member~~members from the Unincorporated Los Angeles County.

Section 4. CAC Officers. The CAC shall appoint from among themselves by majority vote one Chair and two Vice-Chairs. At least one of the Vice Chairs shall be a member residing in the jurisdiction of a Party located in the County of Ventura. The CAC may establish Bylaws of the CAC ("CAC Bylaws") governing the operation of the CAC. Any CAC Bylaws shall be drafted by the seated CAC members. Prior to becoming effective, any CAC Bylaws, including any amendments thereto, must be approved by a majority of the seated CAC members who are present at a meeting. The CAC Chair, or designee, shall be the liaison between the Board and the CAC

and to the extent requested by each Board subject to the limits of the Agreement and applicable law.

Section 5. CAC Term. The ~~initial term of service for current CAC members shall expire at the Board Meeting in April 2020. Thereafter, the~~ term of service of each CAC member will be two years commencing at the Board Meeting in May and expiring in April two years later. There shall be no limit to the number of terms a CAC member may serve.

Section 6. CAC Quorum and Voting. Fifty percent (50%) of the seated CAC members shall constitute a quorum for the transaction of business. Action of the CAC on all matters shall require an affirmative vote of a majority of all members who are present at the subject meeting.

Section 7. CAC Member Removal. A CAC member may be removed by a majority vote of the Board, with or without cause.

Section 8. CAC Vacancies.

- a. Whenever a vacancy occurs among the CAC Officers during that officer's term of office, the CAC shall hold an election to fill such vacancy within 90 days of the date of the vacancy if there are 90 days or more in the term at the time the vacancy occurs.
- b. Whenever a vacancy occurs for a CAC member during that member's term of office, the Board shall fill such vacancy.

Section 9. Reimbursements. CAC members may seek reimbursement of expenses incurred to attend a duly-noticed CAC meeting or a Board authorized meeting in compliance with "CPA Reimbursements for Board of Directors" policy, Policy No. CPA2018-05.

## ARTICLE IX

### DIRECTOR VACANCIES

Section 1. Vacancy Definition. A vacancy shall exist in the case of death; resignation; expiration of term; termination or withdrawal of membership from ~~the Alliance CPA~~; removal of a Director by the governing body of a Party that designated and appointed the member Director; removal of a Director by the Board; or when a Director, who is an elected member of a Party, ceases to be an elected member, including term limits.

Section 2. Vacancy of a Director. Whenever a vacancy occurs for a Regular Director or Alternate Director representing a Party, the affected Party shall comply with Section 4.3 of the Agreement and the appointment and designation shall occur in a manner consistent with each Party's rules, regulations, bylaws, policies, or procedures. In addition, the affected Party shall notify the Executive Director in writing no later than five (5) business days after a replacement Director is appointed or elected by the governing body.

Section 3. Vacancy of a Regular Director serving as a Board ~~Officer~~Officers.

- a. Chair. Whenever a vacancy occurs of a Regular Director serving as ~~a Board Officer~~Chair during ~~that officer's~~the Chair's term of office, the Board shall hold an election to fill such



vacancy within 90 days of the date of the vacancy if there are 90 days or more in the term at the time the vacancy occurs. The election of a ~~Board Officer~~Chair shall be consistent with Article III, Section 1.   

b. Vice Chair. In the event of a Vice Chair vacancy due to Article III, Sections 2.c. or 4, the Regular Directors of the Parties representing Member Agencies located in the County where the Vice Chair vacancy occurred shall elect a Vice Chair. The election of Vice Chair shall be consistent with Article III, Section 2.b.

Section 4. Vacancy of At-Large Executive Committee Member. Whenever a vacancy occurs for an At-Large Executive Committee member, during that member's term of office, the Board shall hold an election to fill such vacancy within 90 days of the date of the vacancy if there are 90 days or more in the term at the time the vacancy occurs. The election of an At-Large Executive Committee Member shall be consistent with Article VI, Sections 1.e and f., and Article VI, Section 2.

Section 5. Vacancy of Standing Committee Chairs. Whenever a vacancy occurs for a Standing Committee Chair, during that Standing Committee Chair's term of office, the Board Chair shall fill such vacancy within 90 days of the date of the vacancy if there are 90 days or more in the term at the time the vacancy occurs.

Section 6. Remaining Term. Any Director appointed or elected to fill a vacancy before the expiration of the term for which her or his predecessor was appointed shall serve for the remainder of such term.

## ARTICLE X

### ELECTIONS

When an election is required as specified in these Bylaws, the candidate who receives the greatest number of votes among voting Regular Directors or in the event that two of the same position are being filled, the top two candidates with the greatest number of votes among voting Regular Directors shall be elected. In the event of a tie, a roll call vote shall be held until a winner is selected.

## ARTICLE XI

### VOTING

Voting on ~~Alliance~~any other CPA matters shall be held in accordance with the requirements of Sections 4.10 and 4.11 of the Agreement and these Bylaws.





## Management Report

---

**To:** Clean Power Alliance Board of Directors  
**From:** Ted Bardacke, Chief Executive Officer  
**Subject:** Management Report  
**Date:** February 3, 2022

---

### **Utility Bill Forgiveness (CAPP)**

Approximately 55,000 residential CPA customers will receive a total of \$15.8 million in utility bill relief beginning in early February for past due balances of 60 days or more that were accrued during some of the worst times of the COVID-19 pandemic, March 4, 2020 through June 15, 2021. This relief, called the California Arrearage Payment Program, or CAPP, is being provided by the State of California using money from the 2021 federal American Rescue Plan. It follows the \$2 million in internal funds CPA used to provide bill credits to struggling customers during 2020.

Customers receiving a CAPP credit will receive a letter informing them of their credit. The credit will appear as a bill payment on their next monthly bill, accompanied by a bill insert explaining their receipt of the CAPP credit. CPA will promote the application of bill credits through traditional and social media and anticipates that all active residential customers will receive CAPP relief equally 100% of their eligible past due amounts.

Additional funding may be forthcoming that would allow CPA to extend relief to business customers as well. CPA will not initiate collections through the Board-approved Collections Policy until it is determined whether additional CAPP funds will be available.

### **Board Diversity Survey**

CPA staff, in collaboration with the Community Advisory Committee, is developing a Diversity, Equity and Inclusion (DEI) plan that has three pillars:

1. Internal DEI, which focuses on staff diversity and creating a work culture of equity and inclusion.

2. Supplier Diversity, which focuses on expanding the pool of small, local and diverse business enterprises that participate in CPA solicitations for energy and non-energy goods and services, either directly or as subcontractors to our prime contractors. This pillar encompasses compliance with SB255, which mandates all Load Serving Entities to annually report their progress in this area to the California Public Utilities Commission.
3. Program and Community Investments, which focuses on ensuring that CPA's Customer Programs and other community investments are equitably distributed across the service territory, have an emphasis on customers and communities traditionally underserved by the energy industry, and that CPA communications are language and culturally appropriate.

As part of the DEI effort, the Board will receive a survey in the coming days asking Board members to self-identify across a range of racial, ethnic, gender categories among others. Data will be aggregated and included – though it is not required – in the annual SB255 report CPA files with the CPUC. Participation in the survey is voluntary but encouraged.

### **Member Agency Programs Update**

#### *Power Ready*

The Power Ready Program is a collaboration between CPA and its member agencies, where each of one of CPA's member agencies can host a clean energy battery storage system at an essential facility. These solar and storage systems will provide resiliency in essential facilities for their communities by serving as clean backup power during PSPS events, natural disasters, or other outages. CPA plans for a third-party developer to install these systems at no direct cost to member agencies.

CPA has developed a master Memorandum of Understanding (MOU) and has been working with member agency staff for feedback after a site suitable for the Power Ready program has been identified. CPA staff continue to follow up with member agencies that have not yet provided MOU feedback and are holding ongoing meetings on final site selection. CPA staff has also started to distribute Member Agency Power Ready packages for Council/Board of Supervisor approval of the MOUs. These Power ready

packages include the MOU with Exhibits detailing the proposed sites with systems, template staff report, fact sheet, and site narratives. CPA is hoping to work with member agency staff to get approval of these MOU's no later than the middle of March in preparation of the upcoming Project Developer RFO.

### *Electrification Reach Codes*

Planning is underway for CPA's newest program offering for member agencies – financial and technical support for the development of codes that promote building electrification and the installation of electric vehicle charging infrastructure, often known as “reach codes.” As part of this planning effort, member agency staff are being asked to answer a survey regarding past efforts in this area, any actions planned for the future, and overall interest in working on this issue, which can be highly impactful to both reduce greenhouse gas emissions and improve public health. A copy of the survey is being forwarded to Board members; CPA requests that Board members encourage City staff to respond to the survey.

### **Power Response Launch**

On January 27, CPA's expanded Power Response program launched. Power Response is a demand response program whereby CPA provides financial incentives to customers to shift energy use to mornings, early afternoons, or late at night when clean energy is more abundant. Under Power Response, this shift is enabled by customers allowing CPA to automatically adjust their smart devices – such as thermostat, EV charger, or energy storage system – when an energy savings event occurs. Customers receive both a sign-up payment and event-based payments and free smart thermostats are available for low-income customers.

Demand response initiatives help reduce stress on the electric grid and reduce greenhouse gas emissions. CPA has a goal of signing up over 10,000 customers and 6MW of capacity in the program, a six-fold increase from the pilot program which ran in 2020 and 2021. Under a three-year contract approved by the Board on September 2, 2021, Power Response is administered by Autogrid and includes industry partners such as Google Nest, ecobee, ChargePoint, and Sunnova. Autogrid, the industry partners, and CPA all market the program through various channels – CPA sent out over 88,000 emails

to targeted customers on launch day. More information is available at [cleanpoweralliance.org/power-response/](https://cleanpoweralliance.org/power-response/)

### **Residential Time of Use Transition**

Starting in February and continuing through March, most CPA residential customers will be automatically transitioned from flat/tiered Domestic rate schedules to a Time-of-Use (TOU) rate for both their CPA generation charges and their SCE delivery charges. The transition will support climate, grid reliability, and resilience goals by making electricity more expensive during “peak” 4-9PM hours when power is most expensive and dirtiest.

CPA customers will receive three notices about the transition, sent jointly by SCE and CPA. Most customers received the first of these notices in November, 90 days before the transition, and the second notice in January, 30 days prior to the transition. The third notice, a welcome letter, will arrive at the time of transition – February for most CPA customers in Los Angeles County and March for customers in Ventura County and some west LA County jurisdictions. The notices provide customers with an estimate of their annual electricity costs on the new TOU rates compared to their previous rate, an explanation of the automatic bill protection they will receive for the first 12 months on TOU rates, and directions on how to opt out of the transition if desired. CPA encourages customers to try out the new TOU rates risk-free for up to 12 months; if customers pay more on a TOU plan over this period than they would have paid on their previous plan, they will receive a bill credit for the difference at the end of the period. No action is required, and customers can opt out of the TOU rates at any time by contacting SCE at [sce.com/toutransition](https://sce.com/toutransition) or 877-287-21400.

Customers who can shift usage away from the peak 4-9PM hours will save money on their electric bills while helping the environment. CPA has been active on social media promoting the transition and in December provided its member agencies with a communications toolkit regarding the TOU transition.

### **Hawthorne Default Change**

On January 25, the Hawthorne City Council voted unanimously to change its CPA default rate to 100% Green beginning October 2022. Hawthorne has 28,498 active customers

and the third highest participation rate - 99.2% - among CPA jurisdictions. This decision brings the number of entities at the 100% Green default level to 19 and puts CPA on track to have over half its customers on the 100% Green rate by the end of 2022.

### **Potential CPA Expansion**

Also on January 25, the Hermosa Beach City Council voted unanimously to partner with CPA to undertake a feasibility study this year that could culminate in Hermosa Beach joining CPA by the end of 2022. CPA staff is in conversations with a number of other cities about potentially joining CPA, with results of feasibility studies likely to come before the Board for consideration in September. Customers in any city that joins CPA in 2022 would be eligible to be served by CPA beginning in 2024.

### **Earth Day Preparations/EV Charger Incentive Launch**

CPA is aware that some member agencies are beginning to plan for in-person Earth Day events. CPA staff is available to table at these events upon request. Please contact Policy Director and Interim Director of External Affairs Gina Goodhill if you would like CPA participation.

CPA is targeting its own virtual event around or on Earth Day to coincide with the April launch of a \$13.2 million EV charger incentive program in Los Angeles County, following the successful 2021 deployment of a similar program in Ventura County. The program is expected to result in the installation of more than 3,000 EV chargers located in publicly accessible location and multifamily buildings.

### **Monthly Financial Performance**

CPA closed the month of November with net operating income of \$15 million, \$10.3 million ahead of budget for the month. Absent a one-time net gain of \$7.2 million in the annual Congestion Revenue Rights auction, CPA would have recorded net operating income of \$7.8 million or \$3.1 million ahead of budget for the month. Through the first five months of the fiscal year, CPA is \$52.9 million ahead of budget and has a cash position favorable enough to begin paying back the \$30 million loan from LA County, \$10 million of which is due at the end of February, without tapping into its \$80 million credit line. The most recent

financial dashboard is provided in Attachment 1 and full first half of the FY results will be presented at the March 3 Board meeting.

### **Customer Participation Rate**

As of January 25, 2022, CPA's overall participation rate was 95.6%, down 0.2% from the previous month. CPA had a total of 998,945 active customers, down 770 customers from the previous month. Opt-out levels – 902 accounts in January – are back to steady state levels after an uptick in December as a result of customer activity in response to the annual Joint Rate Comparison (JRC) mailer. New accounts (“move-ins”) just slightly exceeded closed accounts (“move-outs”) by 129 customers in January. Attachment 2 provides participation rate and active accounts by jurisdiction.

Customer activity in the three cities that changed their default rates to 100% Green last October (Agoura Hills, Calabasas, Manhattan Beach) has remained minimal with less than 2% of customers opting-out and less than 1% of customers opting down to Lean Power.

### **Customer Service Center Performance**

Incoming calls to CPA's Customer Service Center returned to normal levels in January at 2,719 calls after a spike to 4,105 in December, also in response to the JRC mailer. In January, 97% of calls were answered within 45 seconds, and average wait time was 10 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) November Financial Dashboard
- 2) Overall Participation Rates by Jurisdiction
- 3) Non-Energy Contracts Executed under Executive Director Authority

# Financial Dashboard

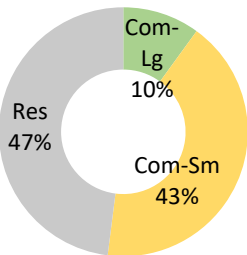
YTD  
Nov  
2021

Active Accounts  
997,345

Participation Rate  
95.69%

YTD Sales Volume  
5,096 GWh

Nov Sales Volume  
859 GWh



## Summary of Financial Results

in \$000,000's	November				Year-to-Date			
	Actual	Budget	Var	%	Actual	Budget	Var	%
Energy Revenues	\$59.0	61.8	-2.8	-5%	414.5	432.4	-17.9	-4%
Cost of Energy	\$41.8	54.5	-12.8	-23%	381.3	449.5	-68.2	-15%
Net Energy Revenue	\$17.2	7.3	10.0	137%	33.2	-17.1	50.3	294%
Operating Expenses	\$2.2	2.6	-0.4	-14%	11.2	13.8	-2.6	-19%
Operating Income	\$15.0	4.7	10.3	222%	22.0	-30.9	52.9	171%

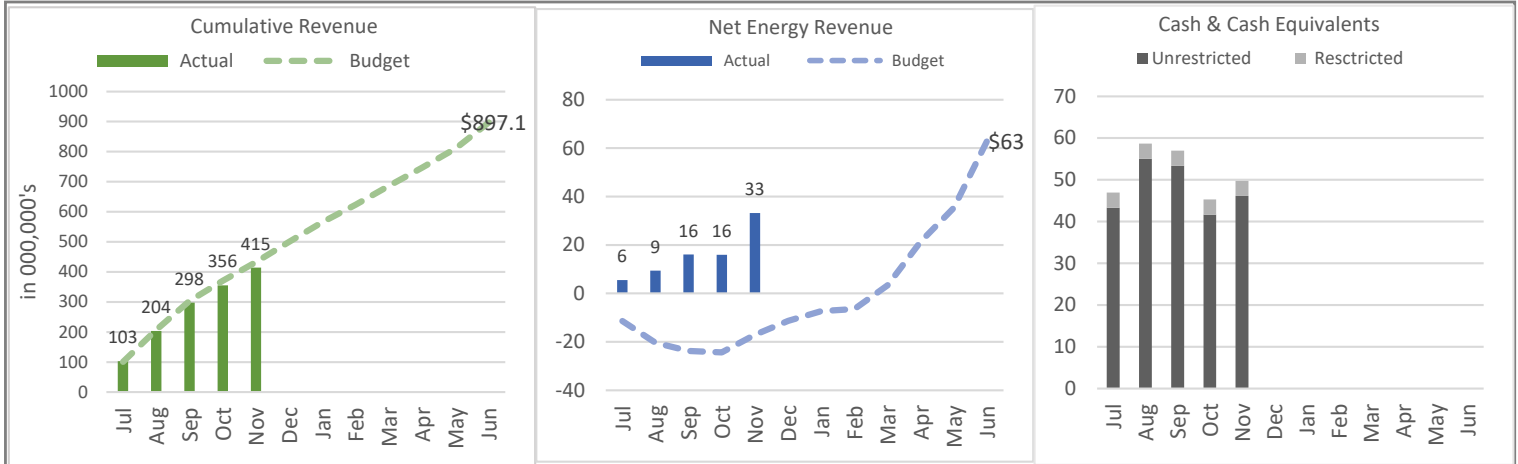
**Note:** Numbers may not sum up due to rounding.

CPA recorded operating income of \$15 million in November 2021. Operating income was \$10.3 million more than the budgeted operating income of \$4.7 million. For the year to date, CPA recorded operating income of \$22 million, \$52.9 million more than the budgeted, year to date operating loss of \$30.9 million.

Revenue was lower than budgeted in November due to cooler temperatures in CPA's service area resulting in lower electricity use by CPA customers. Cost of energy was \$12.8 million or 23% lower than budgeted primarily as a result of net sales of \$9.8 million of Congestion Revenue Rights (CRRs) in the California Independent System Operator's (CAISO) annual CRR auction. Net sales of CRRs in the annual auction were \$7.2 million higher than budget. Sales of CRRs can occur in the annual or monthly auctions or in the day ahead market. Management view higher CRR sales in the annual auction as largely a timing issue and expect CPA to record lower CRR revenues in 2022 as a result of higher CRR sales in the annual auction. Absent higher CRR sales relative to budget, CPA's net income would have been \$7.8 million, \$3.1 million higher than budgeted net income. Cost of energy was also lower than budget due to lower energy use and wholesale energy prices than budgeted, and higher wholesale sales of energy. For the year to date, operating costs were lower than budgeted operating costs primarily because of lower staffing costs resulting from delayed hiring and staff turnover, the performance of services later in the year than budgeted, and the non-utilization of contingencies.

As of November 30, 2021, CPA had \$46 million in unrestricted cash and cash equivalents, and \$80 million available in its bank line of credit. CPA has a \$30 million loan outstanding from LA County.

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



### 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	Active Accounts	Participation Rate	Lean %	Clean %	100% Green %
Agoura Hills	100% Green	8,168	94.31%	1.29%	0.34%	98.37%
Alhambra	Clean	33,882	97.93%	1.45%	98.18%	0.37%
Arcadia	Lean	22,447	97.78%	99.78%	0.10%	0.12%
Beverly Hills	Clean	18,609	99.18%	1.63%	98.22%	0.15%
Calabasas	100% Green	9,724	97.04%	1.16%	0.30%	98.54%
Camarillo	Lean	28,335	95.54%	99.12%	0.27%	0.60%
Carson	Clean	29,220	97.26%	1.29%	97.86%	0.84%
Claremont	Clean	12,627	94.98%	2.27%	97.08%	0.66%
Culver City	100% Green	19,172	97.59%	4.08%	1.18%	94.73%
Downey	Clean	36,701	97.27%	1.49%	98.13%	0.38%
Hawaiian Gardens	Clean	3,622	96.82%	1.24%	98.12%	0.64%
Hawthorne	Lean	28,498	99.12%	99.08%	0.08%	0.84%
Los Angeles County	Clean	296,936	95.58%	1.76%	97.69%	0.55%
Malibu	100% Green	6,912	96.96%	2.98%	0.52%	96.50%
Manhattan Beach	100% Green	15,403	98.16%	2.60%	0.44%	96.96%
Moorpark	Clean	11,430	89.67%	3.06%	96.37%	0.57%
Ojai	100% Green	3,495	93.20%	5.89%	1.32%	92.79%
Oxnard	100% Green	54,912	95.61%	4.07%	0.48%	95.46%
Paramount	Lean	15,596	98.52%	98.98%	0.05%	0.97%
Redondo Beach	Clean	33,267	99.06%	1.92%	97.70%	0.38%
Rolling Hills Estates	100% Green	3,410	95.28%	7.18%	15.51%	77.30%
Santa Monica	100% Green	53,638	98.45%	3.58%	0.71%	95.71%
Sierra Madre	100% Green	4,988	94.74%	5.45%	1.62%	92.92%
Simi Valley	Lean	43,090	93.09%	99.66%	0.13%	0.21%
South Pasadena	100% Green	11,652	97.77%	3.54%	11.02%	85.44%
Temple City	Lean	12,581	97.47%	99.80%	0.06%	0.14%
Thousand Oaks	100% Green	44,143	88.95%	8.30%	1.72%	89.97%
Ventura	100% Green	43,511	93.79%	4.98%	1.29%	93.73%
Ventura County	100% Green	32,350	86.32%	6.37%	1.25%	92.38%
West Hollywood	100% Green	26,285	99.79%	2.38%	0.38%	97.25%
Westlake Village	Lean	3,691	87.34%	99.62%	0.08%	0.30%
Whittier	Clean	30,650	95.77%	1.89%	97.70%	0.41%
<b>Total</b>		<b>998,945</b>	<b>95.63%</b>			

## Overall Participation by Default Option

Default Option	Participation Rate
100% Green	95.20%
Clean	96.35%
Lean	95.55%
<b>Total</b>	<b>95.63%</b>

Default Option	Active Accounts	% of Active
100% Green	337,763	33.81%
Clean	506,944	50.75%
Lean	154,238	15.44%
<b>Total</b>	<b>998,945</b>	<b>100.00%</b>



## 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
Critical Mention, Inc.	Media monitoring Service	January 2022	\$6,000	Active	
Clear Language Company	Minute transcription for board meetings	January 2022	\$0		Original Contract Date: November 2021 NTE \$20,000 Amendment 1 - \$0, to clarify fee structure
PR Web/Cision	Media/PR wire distribution services	January 2022	\$3,060	Active	
Ironclad	Contract lifecycle management platform	January 2022	\$22,000	Active	
Langan	GIS services/web browser tool	December 2021	\$8,000	Active	Original Contract Date: October 2020 NTE \$120,000 Amendment 1 - NTE increased to \$128,000 First Renewal Term extends through 10/20/2022
Maria Shafer	Minute transcription for board meetings	November 2021	\$20,000	Active	
Informal Development	Website repair, development, & as-needed maintenance	November 2021	\$20,500	Active	Original Contract Date: November 2020 NTE \$12,000 Amendment 1 - NTE increased to \$32,500 Extends through 5/29/2022
Clear Language Company	Minute transcription for board meetings	November 2021	\$20,000	Active	
NewGen Strategies and Solutions, LLC	Regulatory Support for 2021 ERRA forecast proceedings	November 2021	\$5,500	Active	Original Contract Date: May 2020 NTE \$71,240 Amendment 1: authorized first renewal term and increased NTE to \$102,560 Amendment 2: increased NTE to \$108,060
Omni Government Relations & Pinnacle Advocacy, LLC	Lobbying Services	November 2021	\$125,000	Active	Original Contract Date: December 2019 NTE \$108,000 Amendment #1 - first renewal term authorized November 2020, NTE \$108,000 Amendment #2 - second (final) renewal authorized, extends through December 5, 2022, new NTE \$125,000
MK Partners	Integration services for Salesforce SW	October 2021	\$7,995	Active	
LinkedIn	Subscription for recruiting tools	October 2021	\$14,619	Active	
Sigma Computing, Inc.	Business intelligence & analytics software tool	October 2021	\$10,000	Active	

<b>Clean Power Alliance</b>					
<b>Non-energy contracts executed under Executive Director authority</b>					
<b>Rolling 12 months -- Open contracts shown in Bold</b>					
Vendor	Purpose	Month	NTE Amount	Status	Notes
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	
Salesforce	Stakeholder Relationship Management application subscription	September 2021	\$15,300	Active	
Clean Energy Counsel LLP	Extension of legal services agreement	September 2021	\$30,000	Active	Original Contract Date: November 2020 NTE \$355,000 Amendment #1 - NTE increased to \$385,000 in July 2021 Extends through 11/6/2021 (renewals authorized)
Elite Edge Consulting	Extension of consulting agreement for accounting services	September 2021	\$120,000	Active	Original Contract Date: September 2020 NTE \$112,000 Amendment #1 - NTE for renewals increased to \$120,000 in September 2020 Amendment #2 - First renewal authorized July 2021 - Extends through 6/30/2022
CV Resources	Recruiting Services	September 2021	N/A	Active	20% of starting salary upon hiring an exclusively referred candidate
Oscar Associates LLC	Recruiting Services	September 2021	N/A	Active	30% of starting salary upon hiring an exclusively referred candidate

<b>Clean Power Alliance</b>					
<b>Non-energy contracts executed under Executive Director authority</b>					
<b>Rolling 12 months -- Open contracts shown in Bold</b>					
<b>Vendor</b>	<b>Purpose</b>	<b>Month</b>	<b>NTE Amount</b>	<b>Status</b>	<b>Notes</b>
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
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
Clever Creative Inc.	CPA Brand Audit and Design Refresh	May 2021	\$5,000	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	\$8,000	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	\$4,800	Active	Addendum to April 2020 Agreement. Extended through March 2023 at \$400/mo

Clean Power Alliance					
Non-energy contracts executed under Executive Director authority					
Rolling 12 months -- Open contracts shown in Bold					
Vendor	Purpose	Month	NTE Amount	Status	Notes
Shute, Mihaly & Weinberger, LLP	Legal Service Agreement (Regulatory, Administrative, Environmental, Energy Procurement, Public Contracting, Public Entity Governance Laws, Issues and/or Proceedings)	April 2021	\$65,000	Active	
SCS Engineers	Professional Services for CARB AB32 GHG Verification	April 2021	\$17,000	Active	
Wimer Associates	Facilitation of Staff Training Sessions	February 2021	\$13,600	Active	
OpenPath	New Office Keycard Access Control System	January 2021	\$1,500	Active	
Prime Government Solutions, Inc.	Board and committee meeting agenda management software	December 2020	\$16,000	Active	
ProComply, Inc.	Energy regulation compliance training	October 2020	\$5,000	Active	
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	\$ 90,000	Active	1st Amendment in October 2020 to increase the NTE from \$4,000 to \$35,000. 2nd Amendment in March 2021 to increase the NTE from \$35,000 to \$125,000.
Snowflake Inc.	Cloud-Native Elastic Data Warehouse Service	April 2020	\$ 36,000	Active	
Amazon Web Services	Cloud-based Database Hosting	April 2020	\$ 36,000	Active	
ICE Options Analytics LLC	Trading Platform Subscription Service	March 2020	\$ 19,000	Active	
Inventure Recruitment	Ongoing Recruitment Services	October 2019	\$ 120,000	Active	Renewed for 2021 at same amount