



1 [Reauthorizing Participation Costs for CleanPowerSF Membership in a Joint Powers Authority  
2 - Not to Exceed \$4,772,710]

3 **Resolution reauthorizing the Public Utilities Commission’s cost for CleanPowerSF’s**  
4 **participation in a Joint Powers Authority consisting of Community Choice Aggregators**  
5 **with a not to exceed amount of \$4,772,710 for a duration of twenty-five years from**  
6 **January 1, 2024, through December 31, 2048.**

7  
8 WHEREAS, The San Francisco Public Utilities Commission (“PUC”) operates  
9 CleanPowerSF, the City’s Community Choice Aggregation (“CCA”) program, which supplies  
10 almost 3,000 megawatt hours of electric energy annually to approximately 385,000 customer  
11 accounts in San Francisco; and

12 WHEREAS, CCA programs are operated by local governments to give their  
13 communities an alternative to buying power from the investor owned utilities, such as PG&E,  
14 and to provide cleaner energy to customers at a lower cost; and

15 WHEREAS, In Ordinance No. 25-21, which is on file with the Clerk of the Board of  
16 Supervisors in File No. 201344, the Board of Supervisors 1) authorized CleanPowerSF to join  
17 a joint powers authority called California Community Power (“CC Power”), 2) approved the CC  
18 Power joint powers agreement (“Agreement”), 3) authorized the General Manager of the PUC  
19 to execute the Agreement, 4) approved payment of CleanPowerSF’s share of the start-up and  
20 on-going costs administrative costs of CC Power in an amount not to exceed \$50,000 for  
21 calendar years 2021, 2022, and 2023, 5) authorized the PUC to seek reauthorization for  
22 CleanPowerSF’s cost of participation in CC Power by Board resolution, and 6) approved  
23 waivers of certain otherwise applicable contract terms for agreements entered into with CC  
24 Power; and

25

1           WHEREAS, CC Power has nine CCA members, Central Coast Community Energy,  
2 CleanPowerSF, East Bay Community Energy, Peninsula Clean Energy, Redwood Coast  
3 Energy Authority, San Jose Clean Energy, Silicon Valley Power, Sonoma Clean Power, and  
4 Valley Clean Energy which collectively serve over 3,000,000 customers across 148  
5 municipalities spanning from Humboldt County to Santa Barbara County; and

6           WHEREAS, CC Power was formed for the purpose of, among other things, leveraging  
7 the buying power of the CCA members to deliver more cost-effective clean energy, energy  
8 storage, and other clean energy solutions to CCA customers and exploring new and emerging  
9 technologies; and

10           WHEREAS, Through its membership in CC Power, CleanPowerSF has the opportunity  
11 but not the obligation to participate in the procurement of energy or services that might not  
12 otherwise be available or cost-effective to CleanPowerSF as an individual CCA; and

13           WHEREAS, CleanPowerSF has executed participation and share agreements through  
14 CC Power for four long-term projects – Goal Line Long Duration Energy Storage,  
15 Tumbleweed Long Duration Energy Storage, Ormat Geothermal, and Fish Lake Geothermal -  
16 which support CleanPowerSF’s compliance with state mandates that CCAs procure long-  
17 duration storage and firm renewable energy resources; and

18           WHEREAS, Since the formation of CC Power in 2021, CC Power has added full-time  
19 staff in order to manage and implement the long-term agreements which extend through 2044  
20 and to pursue new opportunities, such as off-shore wind, that would benefit from multi-agency  
21 cooperation and collaboration; and

22           WHEREAS, CC Power’s annual budget for general and on-going administrative costs  
23 has increased with these additional responsibilities, requiring a corresponding increase in  
24 CleanPowerSF’s pro rata share of CC Power’s costs to \$84,833 for fiscal year 2023-2024;  
25 and

1           WHEREAS, In Resolution No. 23-0139, the PUC approved CleanPowerSF's share of  
2 the CC Power administrative costs for 25 years to correspond with the length of the existing  
3 long-term contracts for a total amount of \$4,772,710, based on CleanPowerSF's 2023-2024  
4 annual pro-rata share plus a contingency for an annual amount of \$100,000, and annual  
5 adjustments of five percent per year for inflation for 25 years;

6           WHEREAS, The payment of CleanPowerSF's pro-rata contributions to CC Power's on-  
7 going general and administrative expenses, including a contingency for additional,  
8 unanticipated, expenses for a period of 25 years will ensure that CleanPowerSF is able to  
9 meet its general obligations as a member of CC Power while the long-term project  
10 agreements CleanPowerSF has joined are in effect; now, therefore, be it

11           RESOLVED, That the Board of Supervisors hereby reauthorizes the payment of  
12 CleanPowerSF's pro-rata contributions to CC Power's on-going general and administrative  
13 expenses for a not to exceed amount of \$4,772,710 for 25 years until December 31, 2048.

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<p><b>Item 3</b> <b>File 23-0904</b></p>	<p><b>Department:</b> Public Utilities Commission (PUC)</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>The proposed resolution would reauthorize the San Francisco Public Utilities Commission’s (SFPUC) costs for CleanPowerSF’s participation in the California Community Power (CC Power) Joint Powers Authority (JPA), for an amount not to exceed \$4,772,710 over the 25-year period of January 2024 through December 2048.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>In April 2021, CleanPowerSF joined CC Power, a nine-member JPA with other community choice aggregators in Northern and Central California with the purpose of leveraging economies of scale to jointly procure electrical power-producing and storage projects and related services. The Board of Supervisors authorized payment of up to \$50,000 annually for three years to fund CleanPowerSF’s share of operating and startup costs.</li> <li>In April 2023, CC Power approved a budget for FY 2023-24 totaling \$759,044 for general and administrative costs, of which CleanPowerSF’s share would be \$84,338. CC Power hired a General Manager in February 2023 and is currently in the process of hiring a second full-time employee, a Manager of Procurement, Contracts, Resource Planning, and Shared Services. To date, CC Power has entered into four energy production and storage projects that run through 2045: Ormat Portfolio Geothermal, Fish Lake Geothermal, Goal Line Long Duration Storage, and Tumbleweed Long Duration Storage. CC Power is exploring additional energy projects to increase capacity in future years and may consider other potential services to benefit its members, such as scheduling coordination, energy rebate processing, and bulk purchasing of electric vehicle charging equipment or heat pump water heaters.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>The proposed resolution would authorize CleanPowerSF expenditures up to \$4,772,710 over a 25-year period. SFPUC’s share of CC Power general and administrative costs are \$84,338 in FY 2023-24, plus an 18.6 percent contingency, for total planned spending of \$100,000 in year one. With five percent annual escalation, this amount would increase to \$322,510 in the final year of FY 2047-48. CleanPowerSF’s costs are funded by ratepayer revenues.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

**BACKGROUND**

CleanPowerSF, operated by the San Francisco Public Utilities Commission (SFPUC) Power Enterprise, provides electricity generated from renewable sources to approximately 385,000 San Francisco customers. CleanPowerSF began serving customers in 2016 following enactment of California Public Utilities Code Section 331.1(c) and 366.2 in 2002 authorizing local governments to create community choice aggregators to provide electricity to participating customers using the existing investor-owned utility's billing, transmission, and distribution infrastructure. The Board of Supervisors approved a series of legislation between 2004 and 2015 supporting implementation of CleanPowerSF as the City's community choice aggregator.<sup>1</sup>

In February 2021, the Board of Supervisors authorized CleanPowerSF to join a nine-member Joint Powers Authority (JPA) with other community choice aggregators in Northern and Central California (File 20-1344) and approved the PUC's participation agreement with the JPA. The JPA, called California Community Power or "CC Power," was formed in April 2021 with the purpose of leveraging economies of scale to jointly procure electrical power-producing and storage projects and related services.<sup>2</sup>

The ordinance in File 20-1334 authorized payment of up to \$50,000 annually for CleanPowerSF's share of CC Power's startup and operating costs for calendar years 2021, 2022, and 2023. CC Power initially operated with an interim, part-time General Manager and other contracted staff, with an estimated annual administrative cost of \$167,000. Split equally between nine members, CleanPowerSF's annual cost was approximately \$18,555. In December 2022, CC Power adopted a Strategic Business Plan that included hiring a full-time General Manager. In February 2023, CC Power hired the full-time General Manager. In April 2023, CC Power approved a budget for FY 2023-24 totaling \$759,044 for general and administrative costs, of which CleanPowerSF's share would be \$84,338. In June 2023, the SFPUC Commission approved a resolution authorizing CleanPowerSF's share of CC Power general and administrative costs for 25 years.

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<sup>1</sup> See Ordinance Nos. 86-04, 147-07, 232-09, 45-10, 200-12, and 78-14; and Resolution Nos. 348-12, 331-13, and 75-15.

<sup>2</sup> CC Power originally had 10 members: CleanPowerSF, Central Coast Community Power (Monterey, San Benito, Santa Cruz, San Luis Obispo, and Santa Barbara Counties); East Bay Community Energy Authority (Alameda County); Marin Clean Energy Authority (Contra Costa, Marin, Napa, and Solano Counties); Peninsula Clean Energy (San Mateo County); San Jose Clean Energy (City of San Jose); Redwood Coast Clean Energy Authority (Humboldt County); Silicon Valley Clean Energy Authority (Santa Clara County); Sonoma Clean Power Authority (Sonoma and Mendocino Counties); and Valley Clean Energy (Yolo County). Marin Clean Energy Authority is no longer a member.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would authorize SFPUC’s costs for CleanPowerSF participation in CC Power, for an amount not to exceed \$4,772,710 over the 25-year period of January 2024 through December 2048.

As mentioned above, CC Power hired its full-time General Manager in February 2023. CC Power is also in the process of hiring a second full-time employee, a Manager of Procurement, Contracts, Resource Planning, and Shared Services. To date, CC Power has entered into four energy production and storage projects that run through 2045: Ormat Portfolio Geothermal, Fish Lake Geothermal, Goal Line Long Duration Storage, and Tumbleweed Long Duration Storage. With growing energy demands, CC Power is exploring additional energy projects to increase capacity in future years. Additionally, CC Power’s Strategic Business Plan includes considering other potential services to benefit its members, such as scheduling coordination, energy rebate processing, and bulk purchasing of electric vehicle charging equipment or heat pump water heaters. Expanded services may require CC Power to add staff over time.

Per the terms of the JPA agreement, general and administrative costs are split evenly between members, while project-specific costs are split proportionally based on project participation.

**FISCAL IMPACT**

The proposed resolution would authorize CleanPowerSF expenditures up to \$4,772,710 over a 25-year period. SFPUC’s share of CC Power general and administrative costs are \$84,338 in FY 2023-24, with an 18.6 percent contingency, for total requested expenditure authority of \$100,000. With five percent annual escalation, this amount would increase to \$322,510 in the final year of FY 2047-48. The CC Power FY 2023-24 general and administrative budget is shown in Exhibit 1 below.

**Exhibit 1: CC Power FY 2023-24 General and Administrative Budget**

<b>Item</b>	<b>Amount</b>
Staff and Service Providers	\$558,315
Operations, Travel, and Events	25,729
Reserves	175,000
<b>Total</b>	<b>\$759,044</b>
Cost per Member	84,338
<b>SFPUC Requested Authority</b>	<b>\$100,000</b>

Source: CC Power

CC Power’s budget includes reserve funding of \$175,000 in FY 2023-24, with a goal of building a \$700,000 reserve over four years. According to Michael Hyams, SFPUC Deputy Assistant General Manager for Power, CC Power is building a reserve fund as a prudent business practice. The reserves are intended to provide financial stability to CC Power during contingencies, such as if a member or members fail to meet payment obligations in future years. SFPUC’s 18.6 percent contingency allows for higher than anticipated operating costs or expansions to CC Power’s

staffing and/or services during the first or subsequent years. CleanPowerSF's costs are funded by ratepayer revenues.

**RECOMMENDATION**

Approve the proposed resolution.



Services of the San Francisco  
Public Utilities Commission

CleanPowerSF

# File # 230904

Approve CleanPowerSF General and  
Administrative Expenses with the  
California Community Power Agency

September 27, 2023

# Today's Action

- *Approve* CleanPowerSF payment of its share of the general and administrative costs of the California Community Power Agency
- Staff proposing
  - An annual not-to-exceed amount of \$100,000 in Fiscal Year 2023-24
  - Not-to-exceed amount to increase at a rate of 5% per year
  - Approve agreement expenses for a period of 25 years
- SFPUC Commission approved in Resolution No. 23-0139



# California Community Power or “CC Power”

- Established in February 2021 to leverage the combined buying power of Community Choice Aggregators (CCAs) for energy supply, programs and services.
- CleanPowerSF became a member in April 2021.
- Commission approved in Resolution No. 21-0023
- Board approved in Ordinance No. 25-21
- Currently 9 member CCAs
- CC Power conducts its business in open meetings – for more info visit:  
<https://cacomunitypower.org/meetings/>



# Benefits of CC Power Membership to CleanPowerSF

- With Commission and Board approval, participating in four long-term agreements with new projects:
  - Two Long-duration Energy Storage projects for  $\approx 20$  megawatts share; and
  - Two Geothermal (Firm Clean Resource) projects for  $\approx 23$  megawatts share
- Supports compliance with CPUC order to procure from these types of energy resources (Decision 21-06-035).







# CC Power's Strategic Business Plan

- ✓ Hire a new full-time General Manager
- Successfully implement committed projects and build organization capacity for further collaboration among membership
  - E.g., fund financial reserves and “Build it Right” workshop
- Add to portfolio of projects, programs and services where and when beneficial to members
  - E.g., continue to assist members in meeting current and future regulatory requirements

# CC Power General & Administrative Budget

## FY 2023-24 Budget

Item	General & Admin. (\$)*
Staffing, Services & Operations	\$585,044
Operating Reserves**	\$175,000
Total	\$759,044

\*Total General & Administrative budget shared equally by 9 member agencies

\*\*Goal to fund about 1 year's worth of Operating Reserves over a 3-year period.

Staff proposal:

- Set not-to-exceed \$100,000 annual General and Administrative amount for CleanPowerSF.
- Approve amount for 25 years, to align with duration of project commitments, with a 5% per year cost escalator.



Services of the San Francisco  
Public Utilities Commission

**CleanPowerSF**

**Thank you!**

## **CALIFORNIA COMMUNITY POWER AGENCY JOINT POWERS AGREEMENT**

This Joint Powers Agreement ("Agreement") is made by and among those public agencies who are signatories to this Agreement, and those public agencies which may hereafter become signatories to this Agreement, for the purpose of operating a separate joint powers agency, which is named "California Community Power" or "CC Power."

### **WITNESSETH**

WHEREAS, it is to the mutual benefit of the Members and in the public interest that the Members join together to engage in the exercise of powers they have in common including, but not limited to, (i) the acquisition and operation of wholesale power supplies, resource adequacy and renewable attributes, (ii) the provision of joint consulting and contracting services via master agreements and bulk purchasing and financing of decarbonization products, (iii) the offering of energy risk management and California Independent System Operator ("CAISO") scheduling services; and (iv) other energy services or programs which may be of benefit to Members (collectively, hereinafter "energy related programs");

WHEREAS, CC Power's primary objective is to provide for joint procurement of electrical power and storage and other energy projects for its Members, as set forth in this Agreement;

WHEREAS, the Members intend that CC Power shall better position the Members to administer community choice energy programs, and achieve their local agency goals, including but not limited to meeting or exceeding California's greenhouse gas emission reduction targets through procurement of renewable resources.

WHEREAS, each of the public community choice aggregation agencies which is a Member to this Agreement has the power to establish, manage, operate and maintain Community Choice Aggregation ("CCA") programs, electric service enterprises available to cities and counties pursuant to California Public Utilities Code Section 331.1(c) and 366.2 and to study, promote, develop, conduct, operate and manage energy related programs; and

WHEREAS, Title I, Division 7, Chapter 5, Article 1 of the California Government Code (the "Joint Powers Act" or "Act") authorizes the joint exercise by two or more public agencies of any power which is common to each of them.

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do hereby agree as follows:

### **Article I. DEFINITIONS**

In addition to the other terms defined herein, the following terms, whether in the singular or in the plural, when used herein and initially capitalized, shall have the meanings specified throughout this Agreement.

**Section 1.01** "Board" means the Board of Directors of CC Power as established by this Agreement.

**Section 1.02** "CC Power" means the Joint Powers Authority established by this Agreement.

**Section 1.03** "Member" means a Public CCA Agency, or other public agency the Board determines to be eligible pursuant to Section 3.02, that is a signatory to this Agreement and has met the requirements of

Article III; the term “Member” shall, however, exclude any Public CCA Agency or other eligible public agency which shall have withdrawn or been excluded from CC Power pursuant to Section 3.04 below.

**Section 1.04 “Project”** means any and all of the following matters, which are approved by the Board pursuant to Article VI: (i) the construction, financing or acquisition of a wholesale power resource, resource adequacy and/or renewable and environmental attributes for use by the Members, and such other transactions, services, and goods that may be necessary or convenient to construct, finance, acquire or optimize the value of such resources, (ii) the bulk purchasing and/or financing of decarbonization products, including, but not limited to, heat pump water heaters, space heater heat pumps and electric vehicle charging services, (iii) energy risk management and CAISO scheduling products and services, (iv) acquisition, construction and financing of facilities for the generation or transmission of electrical energy and any related transactions, services, and goods that may be necessary or convenient to acquire, construct, and finance these facilities, (v) grid integration services, (vi) acquisition of capacity rights in any facility for the generation or transmission of electric energy, and (vii) any other energy related programs.

**Section 1.05 “Project Agreement”** means a contract between and among CC Power and Project Participants.

**Section 1.06 “Project Participants”** means any Member or group of Members who participate in a Project pursuant to Article VI below.

**Section 1.07 “Public CCA Agency”** means any public agency, or such joint powers agencies/authorities consisting of one or more public agencies, that has implemented a CCA program pursuant to California Public Utilities Code Sections 331.1 and 366.2.

## **Article II. FORMATION OF AUTHORITY**

**Section 2.01 Creation of CC Power.** Pursuant to the Joint Powers Act, there is hereby created a public entity, to be known as “CC Power,” which shall be a public entity separate and apart from its Members.

**Section 2.02 Purpose.** The purpose of this Agreement is for CC Power to develop, acquire, construct, own, manage, contract for, engage in, finance and/or provide energy related programs for the use of and by its Members. CC Power is not intended to be a policy-maker or advocate, though it may, from time to time, advance or support public policies in support of its purpose that do not conflict with interests or policies advanced by any Member.

**Section 2.03 Powers.** CC Power is authorized, in its own name, to do all acts necessary to fulfill the purposes of this Agreement as referred to in Section 2.02 above, and engage in the exercise of powers the Members have in common including, but not limited to, each of the following:

- (a) Acquire, purchase, finance, offer, arrange, construct, maintain, utilize and/or operate one or more Projects;
- (b) Establish, operate, maintain and/or fund energy related programs;
- (c) Make and enter into contracts;
- (d) Employ agents and employees;
- (e) Acquire, contract, manage, maintain, sell or otherwise dispose of real and personal property and operate any buildings, infrastructure, works, or improvements;
- (f) Receive contributions and donations of property, funds, services and other forms of assistance from any source;
- (g) Lease real or personal property as lessee and as lessor;
- (h) Sue and be sued in its own name;

- (i) Incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et seq. and authority under the Act;
- (j) Receive, collect, invest and disburse moneys;
- (k) Issue revenue bonds and other forms of indebtedness, as provided by law;
- (l) Apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;
- (m) Make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer energy related programs;
- (n) Adopt from time to time such policies, procedures, bylaws, rules or regulations for the conduct of its affairs as deemed necessary by the Board;
- (o) Exercise all other powers necessary and proper to carry out this Agreement; and
- (p) Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.

Such powers shall be exercised in the manner provided in Section 6509 of the Government Code of the State of California, as amended, subject only to such restrictions upon the manner of exercising such powers as are imposed upon Silicon Valley Clean Energy in the exercise of similar powers. Should Silicon Valley Clean Energy withdraw or be excluded from this Agreement pursuant to Section 3.04 hereof, the manner of exercising any power shall be subject only to the restrictions upon the manner of exercising such powers as are imposed upon Marin Clean Energy.

**Section 2.04 Compliance with Local Zoning and Building Laws and CEQA.** Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by CC Power within the territory of CC Power shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act.

### **Article III. MEMBERSHIP**

**Section 3.01 Member Agencies.** Any Public CCA Agency, or other public agency determined by the Board to be eligible pursuant to Section 3.02, may become a Member upon meeting the following conditions:

- (a) The Public CCA Agency or other eligible public agency shall file with the Board a certified copy of a resolution of its governing body whereby it (i) agrees to the provisions of this Agreement, and (ii) requests to become a Member; and
- (b) No such Public CCA Agency or other eligible public agency shall become a Member until (i) its admission is approved at a regular or special meeting of the Board by at least two-thirds (2/3) of the entire Board, and (ii) it deposits or agrees to pay CC Power a share of organization, planning and other costs and charges as determined by the Board to be appropriate, if any.

Upon completion of the foregoing, the Public CCA Agency or other eligible public agency shall become a Member for all purposes of this Agreement.

**Section 3.02 Eligible Public Agency Members.** The Board may adopt policies to determine whether public agencies that are not Public CCA Agencies may be eligible to become a Member of CC Power.

**Section 3.03 Cost Allocations.**

- (a) Unless otherwise determined by a two-thirds (2/3) vote of the entire Board, each Member shall pay an equal share of one member one share for general and administrative costs as determined by the Board associated with all operations of CC Power. General and administrative costs do not include any costs that relate solely to any specific Project Agreement.

- (b) Project Agreements and other program agreements between and among any Member and/or CC Power will determine cost allocation and may consider, among other relevant factors, credit strength of the Members and may differ in price and collateral requirements as determined solely for such Project Agreement or other program agreements.

**Section 3.04 Withdrawal or Exclusion of Member.**

- (a) Any Member may withdraw from CC Power upon the following conditions:
  - (i) The Member shall have filed with the Board Secretary a certified copy of a resolution of its governing body expressing its desire to so withdraw. Once a Member files a resolution to withdraw with the Board Secretary, that Member no longer has any voting rights on the Board;
  - (ii) Members participating in Projects, programs or services pursuant to Project Agreements or other program agreements approved by the Board are subject to the participation and withdrawal terms and conditions described in the applicable agreement; and
  - (iii) Prior to accepting the Member's filing of such resolution, any Member so terminating shall be obligated to pay its share of all debts, liabilities, and obligations of CC Power specifically assumed by the Member. However, this obligation shall take into account any refunds due to the Member and shall not extend to debts, liabilities and obligations secured or otherwise committed pursuant to Project Agreements or other program agreements between and among any Member and/or CC Power. The debts, liabilities and obligations of the Members to such Project Agreements or other program agreements shall be determined by their terms. Any obligations under this Agreement are subject to the limitations set forth in Article VIII.
- (b) Upon compliance with the conditions specified in Section 3.04(a), the Board shall accept the withdrawing Member's resolution and the withdrawing Member shall no longer be considered a Member for any reason or purpose under this Agreement and its rights and obligations under this Agreement shall terminate. The withdrawal of a Member shall not affect any obligations of such Member under any Project Agreement or other program agreement.
- (c) Any Member which has (i) defaulted under this Agreement, a Project Agreement, or other program agreement, (ii) failed to appoint a Director to serve on the Board in accordance with Section 4.02 below, or (iii) failed to pay any required share of costs in accordance with Sections 3.01 and 3.03 above, may have its rights under this Agreement terminated and may be excluded from participation in CC Power by the vote (taken at a regular or special meeting of the Board) of at least two-thirds (2/3) of the entire Board (including the Director representing the defaulting Member). Prior to any vote to terminate participation of any Member, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Member whose termination is proposed at least 60 days prior to the Board meeting at which such matter shall first be discussed as an agenda item. The written notice of the proposed termination shall specify the particular provisions of this Agreement or a Project Agreement or other program agreement which the Member has allegedly defaulted on, or whether the proposed termination is based on failure to appoint a Director or pay any required share of costs. The Member subject to possible termination shall have the opportunity to cure the violation prior to the meeting at which termination will be considered. At the meeting where termination of the Member is considered, the Member shall be given the opportunity to respond to any reasons and allegations that may be cited as a basis for termination prior to a termination vote. Any excluded Member shall continue to be liable for its obligations under any Project Agreement or other program agreement and for any unpaid contribution, payment, or advance approved by the Board prior to such Member's exclusion.

- (d) The withdrawal or termination of a Member shall not affect the provisions or obligations set forth in Article VIII or Section 11.03 below.

#### **Article IV. POWERS OF BOARD & MANAGEMENT OF CC POWER**

**Section 4.01 Board.** CC Power shall be administered by a Board which shall consist of one Director representing each Member. Such Board shall be the governing body of this CC Power, and, as such, shall be vested with the powers set forth in this Agreement, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein. The Board shall have the authority to provide for the general management and oversight of the affairs, property and business of CC Power.

**Section 4.02 Appointment and Vacancies.** Each Director shall be the Chief Executive Officer, General Manager, or designee of the Chief Executive Officer or General Manager of each Member and shall be appointed by and serve at the pleasure of the Member that the Director represents, and may be removed as Director by such Member at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed by the Member to fill the position of the previous Director in accordance with the provisions of this Article IV within 60 days of the date that such position becomes vacant or the Member shall be subject to the exclusion procedures in Section 3.04(c) above. Each Director may appoint an alternate to serve in their absence.

**Section 4.03 Notices.** The Board shall comply with the applicable provisions of Sections 6503.5, 6503.6 and 53051 of the Government Code requiring the filing of notices and a statement with the Secretary of State, the State Controller, the applicable county clerk and local agency formation commissions, including, but not limited to:

- (a) Causing a notice of the Agreement or any amendment to the Agreement to be prepared and filed with the office of the Secretary of State within 30 days of the effective date of the Agreement or amendment, and
- (b) Filing a statement of facts with the Secretary of State within 70 days after the date of commencement of CC Power's legal existence. Upon any change in the statement of facts presented to the Secretary of State, an amended statement of facts shall be filed with the Secretary of State within 10 days of the change.

**Section 4.04 Committees.** The Board may create committees to provide advice to the Board or conduct the business of CC Power subject to delegation of authority from the Board.

**Section 4.05 Director Compensation.** Compensation for work performed by Directors, including alternates, on behalf of CC Power shall be borne by the Member that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.

**Section 4.06 Board Officers.** At its first meeting in each calendar year, the Board shall elect or re-elect a Chair and a Vice-Chair each of whom shall be selected from among the Directors and shall also appoint or re-appoint a Secretary and a Treasurer/Controller each of whom may, but need not, be selected from among the Directors.

- (a) **Chair and Vice-Chair.** The duties of the Chair shall be to preside over the Board meetings, sign all ordinances, resolutions, contracts and correspondence adopted or authorized by the Board, and to help ensure the Board's directives and resolutions are carried out. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair.
- (b) **Treasurer and Controller.** The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Controller, neither of whom needs to be a Director. If the Board so designates, and in accordance with the provisions of applicable law,



a qualified person may hold both the office of Treasurer and the office of Controller of CC Power. The Treasurer shall be the depository of CC Power to have custody of all the money of CC Power, from whatever source. The Controller shall draw warrants to pay demands against CC Power when the demands have been approved by the Chair or Vice Chair of CC Power. The Treasurer and Controller shall have the other powers, duties and responsibilities of such officers as specified in Section 6505 of the Government Code of the State of California, as amended, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed, as is provided for and authorized in Section 6550 of the Government Code of the State of California, as amended, pursuant to any resolution, indenture or other instrument providing for the issuance of bonds or notes of CC Power pursuant to this Agreement. The Board may require the Treasurer and/or Controller to file with CC Power an official bond in an amount to be fixed by the Board, and if so requested CC Power shall pay the cost of premiums associated with the bond. The Treasurer and Controller shall cause an independent audit to be made by a certified public accountant, or public accountants, in compliance with Section 6505 of the Government Code.

- (c) **Secretary.** The Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of CC Power, and responding to public records requests of the JPA.

**Section 4.07 Management of CC Power.** The Board shall appoint a part-time or full-time General Manager, and may appoint one or more part-time or full-time Assistant General Managers, to serve at the pleasure of the Board. The General Manager shall be responsible for the day-to-day operation and management of CC Power. The General Manager may enter into and execute contracts in accordance with the policies established and direction provided by the Board, and shall file an official bond in the amount determined from time to time by the Board.

**Section 4.08 Other Officers and Employees.** The Board shall have the power to appoint such other officers and staff as it may deem necessary who shall have such powers, duties and responsibilities as are determined by the Board, and to retain independent accountants, legal counsel, engineers and other consultants. The Members may contract with CC Power to provide staff to perform services for CC Power, but such employees shall at all times, and for all purposes including benefits and compensation, remain employees of the Member only.

**Section 4.09 Budget.** The budget shall be approved by the Board. The Board may revise the budget from time-to-time as may be reasonably necessary to address contingencies and expected expenses. All subsequent budgets of CC Power shall be approved by the Board in accordance with rules as may be adopted by the Board from time to time. All expenditures must be made in accordance with the adopted budget.

## **Article V. MEETINGS OF THE BOARD**

**Section 5.01 Regular Meetings.** The Board shall hold at least one regular meeting per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution of the Board. Regular meetings may be adjourned to another meeting time.

**Section 5.02 Special Meetings.** Special and emergency meetings of the Board may be called in accordance with the provisions of California Government Code Sections 54956 and 54956.5, as amended.

**Section 5.03 Brown Act Compliance.** All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.), and as

augmented by rules of the Board not inconsistent therewith. Directors may participate in meetings telephonically or by other electronic means, with full voting rights, only to the extent permitted by law.

**Section 5.04 Minutes.** The Secretary shall cause to be kept minutes of the meetings of the Board, both regular and special, and shall cause a copy of the minutes to be forwarded promptly to each Director.

**Section 5.05 Quorum.** A quorum of the Board shall consist of a majority of the Directors, except that less than a quorum may adjourn from time to time in accordance with law.

**Section 5.06 Voting.** Except to the extent set forth in a Project Agreement or as otherwise specified in this Agreement, each Member shall have one vote, which may be cast on any matter before the Board by each Director or alternate. Except to the extent otherwise specified in this Agreement, or by law, a vote of the majority of the Directors in attendance shall be sufficient to constitute action, provided a quorum is established and maintained.

**(a) Special Voting Requirements as specified in this Agreement:**

- (i)** Action of the Board to amend Section 3.03 related to cost allocations shall require the affirmative vote of at least two-thirds (2/3) of the entire Board.
- (ii)** Action of the Board on the matters set forth in Section 3.04(c) related to involuntary termination of a Member shall require the affirmative vote of at least two-thirds (2/3) of the entire Board.
- (iii)** Action of the Board on the matters set forth in Section 9.01 related to termination of this Agreement shall require the affirmative vote of at least two-thirds (2/3) of the entire Board approved by resolution of each Member's governing body.
- (iv)** Action of the Board to amend this Agreement shall be subject to the voting requirements set forth in Section 11.02 below.

**Article VI. PROJECTS**

**Section 6.01 Projects.** The Board has the power, upon majority vote of the Directors in attendance, provided a quorum is established and maintained, to establish Projects within the purpose and power of CC Power and to adopt guidelines for their implementation.

**Section 6.02 Right to Participate in Projects.** The Board shall provide at least sixty (60) days prior written notice to all Members, unless such notice is otherwise waived, before any Project may be considered for adoption by a vote of the Board. Such notice shall be provided to the Director of each Member. Once a Project is approved by the Board as set forth in Section 6.01 above, all Members shall have the right, but not the obligation, to participate in a pro-rata share in the Project as determined by the Project Agreement. All Members who elect not to participate in the Project have no obligations under the Project.

**Section 6.03 Project Agreement.** All expenses, rights and obligations to any specific Projects will be handled through Project Agreements that will be separate and distinct from this Agreement.

**Article VII. BONDS AND OTHER INDEBTEDNESS**

CC Power shall also have the power to issue, sell and deliver bonds in accordance with the provisions of the Joint Powers Act for the purpose of acquiring, financing, performing or constructing one or more Projects and to enter into other indebtedness for the purpose of financing one or more studies or Projects and for the purpose of providing temporary financing of costs of development, construction or acquisition of one or more Projects. The terms and conditions of the issuance of any such bonds or indebtedness shall be set forth in such resolution, indenture or other instrument, as required by law and as approved by the Board. Bonds issued under this article and contracts or obligations entered into to carry out the purposes for which bonds are issued, payable in whole or in part from the proceeds of said bonds, shall not constitute a debt, liability or

obligation of any of the Members unless the governing body of the Member by resolution expressly agrees that the Member will be obligated under the bond or other indebtedness or the Member takes on obligations pursuant to a Project Agreement.

## **Article VIII. LIMITATION ON LIABILITY OF MEMBERS**

**Section 8.01** Pursuant to Section 6508.1 of the Government Code of the State of California, no debt, liability or obligation of CC Power shall be a debt, liability or obligation of any Member unless such Member agrees in writing to assume any of the debts, liabilities, or obligations of CC Power pursuant to a Project Agreement. Nothing contained in this Article VIII shall in any way diminish the liability of any Member with respect to any Project Agreement such Member enters into pursuant to this Agreement.

### **Section 8.02 Individual Member Provisions.**

- (a) The City of San José is a municipal corporation and is precluded under the California State Constitution and applicable law from entering into obligations that financially bind future governing bodies, and, therefore, nothing in the Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of the Agreement. Any obligations under this Agreement and any Project Agreement are special limited obligations of San José Clean Energy payable solely from the Designated Fund (defined as the San Jose Energy Operating Fund established pursuant to City of San Jose Municipal Code, Title 4, Part 63, Section 4.80.4050 *et seq.*) (“Designated Fund”) and shall not be a charge upon the revenues or general fund of the City of San José or upon any non- San José Clean Energy moneys or other property of the Community Energy Department or the City of San José.
- (b) CleanPowerSF’s payment obligations under this Agreement are special limited obligations of CleanPowerSF payable solely from the revenues of CleanPowerSF. CleanPowerSF’s payment obligations under this Agreement are not a charge upon the revenues or general fund of the San Francisco Public Utilities Commission or the City and County of San Francisco or upon any non-CleanPowerSF moneys or other property of the San Francisco Public Utilities Commission or the City and County of San Francisco. CleanPowerSF’s obligations hereunder shall not at any time exceed the amount certified by the San Francisco City Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of CleanPowerSF are not authorized to request, and CleanPowerSF is not required to reimburse CC Power for, commodities or services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of CleanPowerSF are not authorized to offer or promise, nor is CleanPowerSF required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the San Francisco City Controller. The San Francisco City Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

## **Article IX. TERM; TERMINATION; LIQUIDATION; DISTRIBUTION**

**Section 9.01 Term and Termination.** This Agreement shall become effective when at least two Members execute this Agreement. This Agreement shall continue in full force and effect until terminated as provided in this Article; provided however, this Agreement cannot be terminated until such time as all principal of and interest on bonds and other forms of indebtedness issued by CC Power are paid in full. Thereafter, this Agreement may be terminated by a two-thirds (2/3) vote of the entire Board approved by resolution of each Member’s governing body; provided, however, that this Agreement and CC Power shall continue to exist after termination for the purpose of disposing of all claims, distribution of assets and all other functions necessary to conclude the obligations and affairs of CC Power. In no event shall this

Agreement or the powers herein granted to CC Power be terminated until (a) all bonds and other indebtedness of CC Power and the interest thereon shall have been paid or adequate provision for such payment shall have been made in accordance with the instruments governing such bonds and indebtedness and (b) all other obligations and liabilities of CC Power shall have been met or adequately provided for.

**Section 9.02 Liquidation; Distribution.** Upon termination of this Agreement, the Board shall liquidate the business and assets and the property of CC Power as expeditiously as possible, and distribute any net proceeds, after the conclusions of all debts and obligations of CC Power, to any Members in proportion to the contributions made or in such manner as otherwise provided by law. The Board is vested with all powers of CC Power for the purpose of concluding and dissolving the business affairs of CC Power.

## ARTICLE X. ACCOUNTS AND REPORTS

**Section 10.01 Establishment and Administration of Funds.** CC Power is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with every provision of law relating to the establishment and administration of funds, particularly Section 6505 of the California Government Code. CC Power shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution, indenture or other instrument of CC Power securing its bonds or other indebtedness, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed pursuant to such resolution, indenture or other instrument. The books and records of CC Power shall be open to inspection at all reasonable times to each Member and its representatives.

**Section 10.02 Annual Audits and Audit Reports.** The Treasurer/Controller shall cause an annual independent audit of the accounts and records of CC Power to be made by a certified public accountant or public accountant in accordance with all applicable laws. If permitted by applicable law and authorized by the Board, the audit(s) may be conducted at the longer interval authorized by applicable law. A report of the financial audit will be filed as a public record with each Member. CC Power will pay the cost of the financial audit and charge the cost against the Members in the same manner as other administrative costs.

## ARTICLE XI. GENERAL PROVISIONS

**Section 11.01 Successors and Assigns.** No Member may assign any right or obligation under this Agreement without the consent of all other Members. This section shall not affect, in any respect, any right of assignment under any Project Agreement.

**Section 11.02 Amendments.** Subject to any requirements of law, a two-thirds (2/3) vote of the entire Board will be required to amend Articles II, III, VIII, and IX of this Agreement. Once an amendment of Articles II, III, VIII, or IX is adopted by the Board, the amendment must be approved by two-thirds of the Members pursuant to that Members' applicable approval process. All other provisions of this Agreement may be amended at any time or from time to time by an amendment approved by at least two-thirds (2/3) vote of the entire Board. Written notice shall be provided to all Members of proposed amendments to this Agreement, including the effective date of such amendments, at least 60 days prior to the date upon which the Board votes on such amendments.

**Section 11.03 Indemnification and Insurance.** To the fullest extent permitted by law, CC Power shall defend, indemnify, and hold harmless the Members and each of their respective Directors, alternates, officers, employees and agents from any and all claims losses damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of CC Power under this Agreement to the extent not otherwise provided under a Project Agreement. CC Power shall acquire such insurance coverage as the Board deems is necessary and appropriate to protect the interests of CC Power and the Members.

**Section 11.04 Notices.** The Board shall designate its principal office as the location at which it will receive notices, correspondence, and other communications, and shall designate one of its Directors or staff as an officer for the purpose of receiving service on behalf of the Board. Any notice given pursuant to this Agreement shall be in writing and shall be dated and signed by the Member giving such notice. Notice to each Member under this Agreement is sufficient if mailed to the Member and separately to the Member's Director to their respective addresses on file with CC Power.

**Section 11.05 Severability.** Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**Section 11.06 Section Headings.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which they refer.

**Section 11.07 Choice of Law.** This Agreement will be governed and construed in accordance with the laws of the State of California.

**Section 11.08 Counterparts.** This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument.

**Section 11.09 Dispute Resolution.** The Members shall make reasonable efforts to informally settle all disputes arising out of, or in connection with, this Agreement. Should such informal efforts to settle a dispute fail, the dispute shall be mediated in accordance with policies and procedures established by the Board.

*[Signature Page Follows]*

**Signature Page**

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: *Geof Syphers*  
Geof Syphers (Jan 29, 2021 09:56 PST)

Name: Geof Syphers

Title: CEO

CCA Name: Sonoma Clean Power Authority

Date: Jan 29, 2021

Approved as to form:

By: *Harriet Steiner*  
Harriet Steiner (Jan 29, 2021 09:46 PST)

Name: Harriet Steiner

Title: Special Counsel

Date: Jan 29, 2021

**Signature Page**

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: *Nick Chaset*  
Nick Chaset (Jan 29, 2021 17:24 PST)  
Name: Nick Chaset  
Title: Chief Executive Officer  
CCA Name: East Bay Community Energy  
Date: Jan 29, 2021

Approved as to form:  
By: *Inder Khalsa*  
Inder Khalsa (Jan 29, 2021 16:09 PST)  
Name: Inder Khalsa  
Title: General Counsel  
Date: Jan 29, 2021

**Signature Page**

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: *Girish Balachandran*  
Girish Balachandran (Jan 29, 2021 09:12 PST)  
Name: Girish Balachandran  
Title: CEO  
CCA Name: Silicon Valley Clean Energy  
Date: Jan 29, 2021

Approved as to form:

By: *Gregory Stepanicich*  
Gregory Stepanicich (Jan 29, 2021 13:42 PST)  
Name: Gregory Stepanicich  
Title: General Counsel  
Date: Jan 29, 2021



**Signature Page**

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: 

Name: Matthew Marshall

Title: Executive Director

CCA Name: Redwood Coast Energy Authority

Date: January 29, 2021

Approved as to form:

By:   
Nancy Diamond (Jan 29, 2021 12:02 PST)

Name: Nancy Diamond

Title: General Counsel

Date: January 29, 2021

**Signature Page**

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: *Janis C. Pepper*  
Janis C. Pepper (Jan 29, 2021 15:52 PST)

Name: Janis C. Pepper

Title: CEO

CCA Name: Peninsula Clean Energy

Date: Jan 29, 2021

**Signature Page**

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By:  \_\_\_\_\_

Name: Leland Wilcox

Title: Chief of Staff, Office of the City Manager

CCA Name: San José Clean Energy (SJCE)

Date: 1/29/21

Approved as to form:

By:  \_\_\_\_\_

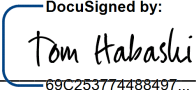
Name: Luisa Elkins

Title: Senior Deputy City Attorney

Date: Jan 29, 2021

**Signature Page**

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By:  \_\_\_\_\_  
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Name: Tom Habashi

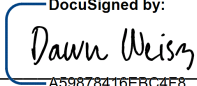
Title: Chief Executive Officer

CCA Name: Central Coast Community Energy

Date: 1/29/2021

### Signature Page

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By:  \_\_\_\_\_  
A59878416EBC4F8...

Name: Dawn Weisz

Title: CEO

CCA Name: MCE

Date: 1/29/21

**Signature Page**

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

DocuSigned by:  
*Michael Carlin*  
By: \_\_\_\_\_  
360EAE264D5E47C...  
Name: Michael Carlin  
Title: Acting General Manager  
CCA Name: CleanPowerSF  
Date: 4/22/2021

Approved as to form:  
DocuSigned by:  
*Theresa Cho*  
By: \_\_\_\_\_  
33C74E002CB7478...  
Name: Theresa Cho  
Title: Deputy City Attorney  
Date: 4/22/2021

**Signature Page**

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

DocuSigned by:  
By: Mitch Sears  
3E1FB16CE2754CE...  
Name: Mitch Sears  
Title: Interim General Manager  
CCA Name: Valley Clean Energy Alliance  
Date: 4/26/2021

DocuSigned by:  
Approved as to form:  
By: Harriet Steiner  
D1474A5B63304EB...  
Name: Harriet Steiner  
Title: General Counsel  
Date: 4/22/2021





December 2022

## Strategic Business Plan



# About Us

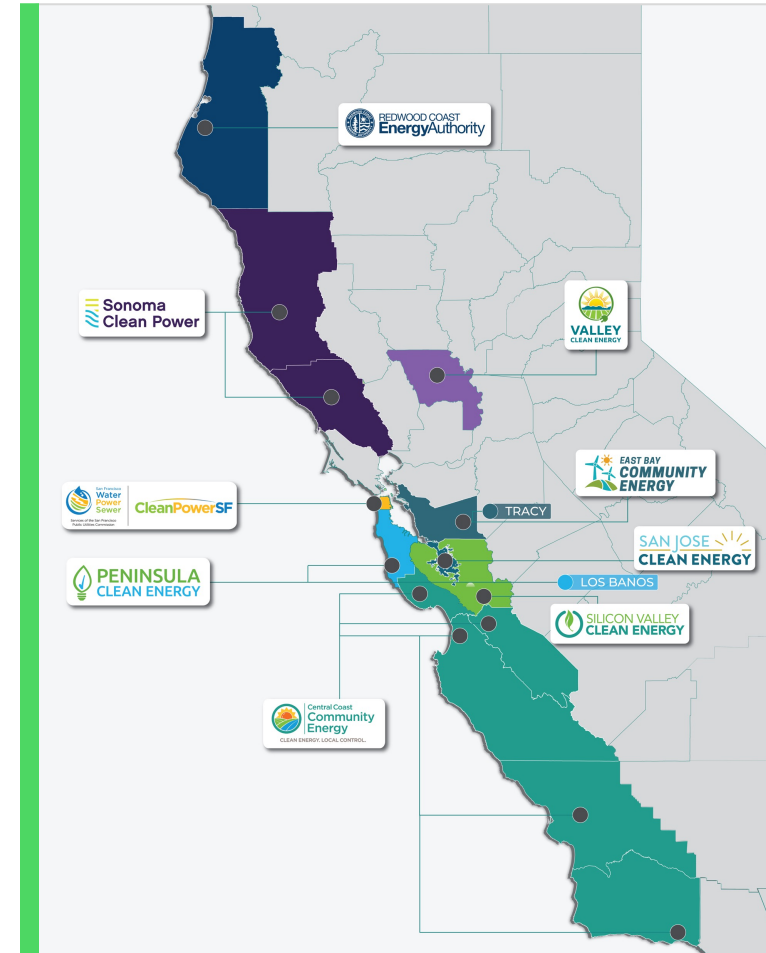
## California Community Power is a Joint Powers Agency

**Nine** California Community Choice Aggregators have come together to partner on our shared vision to accelerate the transition to a clean energy future.

**Community Choice Aggregators**, or CCAs, provide competitively priced, clean energy choices to their communities

**24 CCAs** serve more than 11 million customers in 201 towns, cities and counties throughout California.

CC Power members represent over 3 million customers across 148 municipalities spanning from Humboldt County to Santa Barbara County.



# Vision and Mission

**Vision:** To leverage the buying power of our members to deliver more cost-effective, clean and reliable energy solutions for our customers.

**Mission:** To develop, acquire, construct, own, manage, contract for, engage in, finance and/or provide energy related programs and services for the use of and by its Members. CC Power is not intended to be a policy-or advocate, though it may, from time to time, advance or support public policies in support of its purpose that do not conflict with interest or policies advanced by any Member.



# Our Values

**Acting together through CC Power will provide benefits greater than acting alone.**



CC Power can be an enabler for:

- Meeting current and future regulatory and resource requirements and projects
- Identifying opportunities for efficiencies in providing programs and services serving the goals of your respective agencies
- Realizing opportunities provided with the Inflation Reduction Act

# Strategic Priorities

<b>Build</b>	Build organizational capacity to provide value to members including hiring a full-time general manager and clarifying or adding operating policies and procedures.
<b>Implement</b>	Successfully implement agreements for long duration storage and firm capacity resources [geothermal]
<b>Pursue</b>	Pursue opportunities enabled by the Inflation Reduction Act, including innovative technologies.
<b>Achieve</b>	Achieve savings through joint procurement of programs and services



# Business Plan Framework

## Year 1

CC Power successfully implements four committed projects and builds its organizational capacity to support further joint investments on behalf of its members.

## Year 2

CC Power Adds to its Portfolio of Projects, Programs and Services

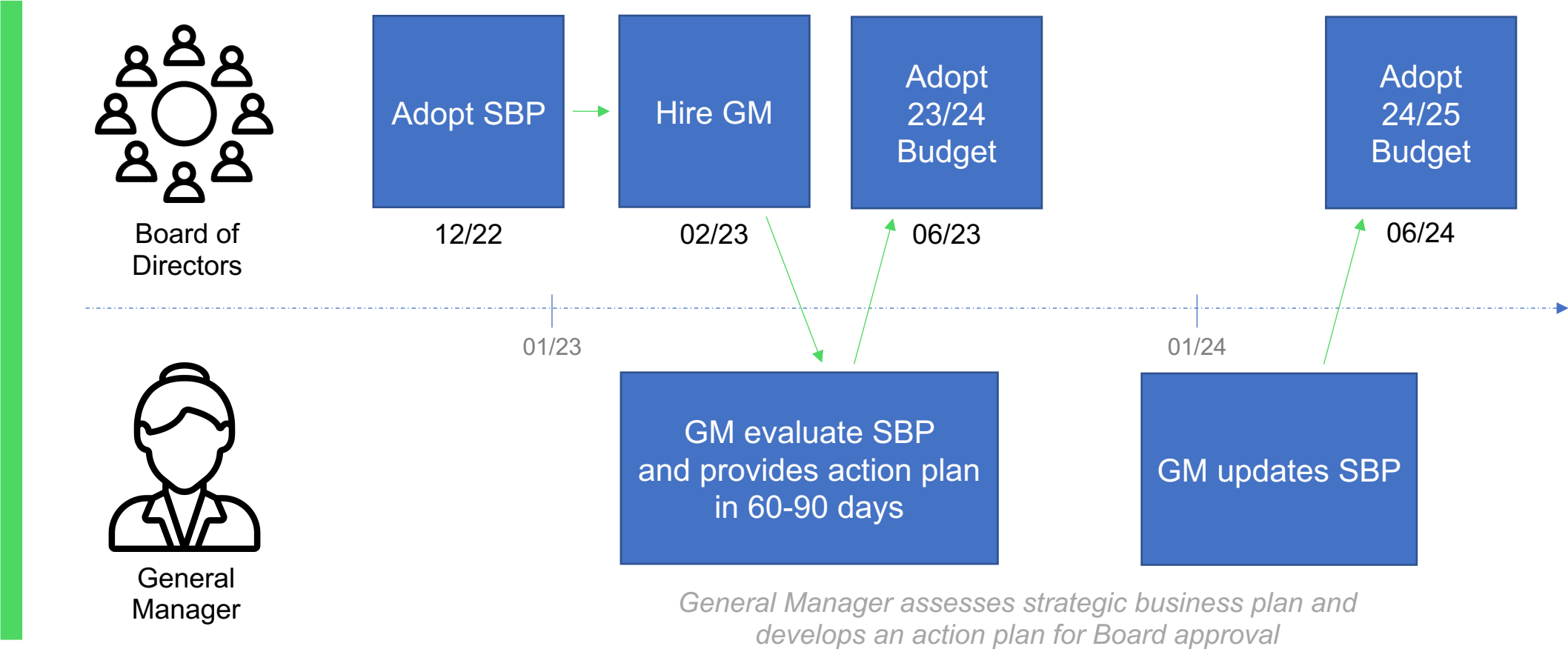
## Year 3

Dream Big  
Build, own, operate projects  
Explore innovation



# Suggested Timeline

## Strategic Business Plan, GM & Budget



# Year One Focus

## **Implement**

Implement the four committed projects

## **Launch**

Launch at least two joint programs or services

## **Review**

Review governance framework

## **Refine and Augment**

Refine and augment policies and procedures

## **Undertake**

Undertake activities to maximize IRA benefits

# Year 1 – Successfully Implement four committed projects – \$2.2 billion

## **Consistent theme from member interviews**

- Viewed as reinforcing credibility

## **Complete Coordinated Operations Agreement and Scheduling Coordinator Agreement**

- Manage all pre-COD contractual obligations

## **Review and standardize project oversight processes (GM's 1st 90 days)**

- Transfer responsibility for project committee functions to General Manager
- GM assigns tasks and coordinates work of consultants
- GM works collaboratively with project participants
  - Continues to draw on expertise of member staff while freeing them to pursue responsibilities of their 'day jobs'
  - Coordinates work to identify future projects and engage in work needed to bring proposals to Board
  - Create process for addressing technical, financial and legal concerns of participating members or those considering participation



# Year 1 – Identify top two priority programs/services and prepare plans



## Develop processes to assess member needs and interests

Consider flexible models for participation; partnerships; expanding or replicating successful work underway by CC Power members

### Examples

- Customer billing interface with PG&E
- Scheduling coordination
- Data management
- Direct installation of energy efficiency
- Energy rebate processing
- Joint procurement: EV charging equipment; solar hot water heaters
- Consulting services for IRPs
- Emerging technologies

# Year 1 – Governance Framework (GM's 1st 90 days days)

## Review Governance Framework

Refine role of board and general manager

- Board-set policies, approve agreements and budgets, give direction to GM
- GM-Operating responsibility; proposes policies, budgets, coordinates proposals, and vendor selection, responsible for contract negotiation and agreements – approved by board

Working Groups/committees – Redefine role

- Composed of members staff; meet as needed
- Informal meetings without decision making authority ( not Brown Act)
- Provide input and support to GM; share interests and ideas
- Ensure member concerns are addressed
- GM reports to Board on group activities

Consultant resources

- Engaged as needed
- Board authorizes; may delegate to GM authority to manage resources

This framework ensures the GM is responsible and member staff expertise is integrated into decisions.

# Year 1 – Functional Areas for board actions, policies and procedures

## **Financial – What’s required to support CC Power current and future obligations?**

- New 1-year budget for FY 23-24 (new fiscal year starts July 2023 per Board action in October 2022) (GM’s 1st 90 days)
- Payments, Cash requirements and Reserve requirements
- Options for financing future projects
- Credit rating?
- Evaluate collaboration with California Financing Authority?





# Year 1 – Functional Areas for board actions, policies and procedures

## Communications - Who is CC Power?

- Creates greater awareness of CC Power as an entity
- Attracts prospective market participants, prospective vendors and partners
- Increases awareness of benefits from CC Power investments



# Year 1 – Undertake activities in preparation for maximizing benefits of IRA

## **Monitor Internal Revenue Service implementation process and public comments submitted**

- Decisions on rules and process expected in 2023
- Rules around direct pay of tax credits of particular importance
- Other provisions address bonus credit or deduction amounts with respect to prevailing wage, apprenticeship, domestic content and energy community requirements

## **Organize one or more workshops on the IRA; separately or with CalCCA**

## **Engage financial and legal consultants to explore ways to optimize the IRA provisions**



# Year 2 – Add Projects that use the benefits of the IRA; Expand Portfolio of Programs and Services

Continue capacity building

Assess implications of direct or indirect ownership of resources

- Resource and budget requirements to manage development, construction and operating risks of generation ownership
- Managing exposure to CA liability and inverse condemnation rules

Continue to assess issues around financing and credit

Assess opportunities to partner –SMUD, NCPA, SCPPA, RENs, other CCAs

Investigate existing programs of members that might be expanded or replicated



# Year 2 – Potential Projects



EV charging installations-  
turn-key services



Joint subscription services  
(e.g., S& P Global)



Joint energy efficiency  
programs



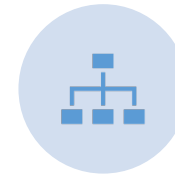
Joint rebate processing  
services



Data management services



Risk assessment and risk  
management services



Creation of pooled services  
for administrative functions,  
human resources and  
employee benefit programs



# Year 3 – Explore emerging technologies – share risks

## Projects to consider

- Large scale on-shore wind, off-shore wind and geothermal projects
- Ownership as well as PPAs
- Solar and solar with storage
- Energy storage
  - Stand-alone and long-duration
  - Energy storage with renewable projects
  - Demonstration energy storage projects – new technologies
- Central management of demand response





# **PUBLIC UTILITIES COMMISSION**

City and County of San Francisco

RESOLUTION NO. 23-0139

WHEREAS, The San Francisco Board of Supervisors established a Community Choice Aggregation (CCA) program in 2004 (Ordinance 86-04) and has implemented the program, called CleanPowerSF, through the work of the San Francisco Public Utilities Commission (SFPUC) in consultation with the San Francisco Local Agency Formation Commission (Ordinances 146-07, 147-07, and 232-09); and

WHEREAS, The SFPUC has adopted program goals and Business Practice Policies (Resolution No. 15-0267, amended with Resolution No. 18-0028), for CleanPowerSF that guide CleanPowerSF's planning and operations, including leading with affordable and reliable service, providing cleaner electricity alternatives, and investing in local renewable projects and jobs while providing for long-term rate and financial stability; and

WHEREAS, CleanPowerSF initiated service to approximately 7,800 customers in May 2016, and following on the success of its initial phase of service, undertook multiple additional auto-enrollments, until citywide enrollment of all eligible customer accounts was completed in June 2020, resulting in now serving approximately 380,000 customer accounts with annual electricity sales of about 3,000 gigawatt-hours and an annual peak demand of 550 megawatts; and

WHEREAS, The SFPUC, by Resolution No. 21-0023, and the Board, by Ordinance No. 25-21, authorized CleanPowerSF to become a member of California Community Power (CC Power), a joint powers authority comprised of nine CCAs representing over 3 million customers across 148 municipalities spanning from Humboldt County to Santa Barbara County, and in April 2021 the CC Power Board approved CleanPowerSF's membership (Resolution 21-04-09); and

WHEREAS, Since joining CC Power, CleanPowerSF has executed Project Participation and Share Agreements to purchase energy and capacity from two long-duration energy storage projects and two geothermal projects, supporting its compliance with California Public Utilities Commission Decision 21-06-035; and

WHEREAS, On December 14, 2022 the CC Power Board approved and adopted a Strategic Business Plan, which establishes business objectives for the agency, including 1) build organizational capacity to provide value to members including hiring a full-time general manager and clarifying or adding operating policies and procedures, 2) successfully implement agreements for long duration storage and firm clean resources [geothermal], 3) pursue opportunities enabled by the Inflation Reduction Act, including innovative technologies; and 4) achieve savings through joint procurement of programs and services; and

WHEREAS, In February 2023, consistent with the adopted Strategic Business Plan, CC Power hired a full-time general manager who is charged with developing the organizational capacity to successfully implement the existing power purchase agreements and pursue new opportunities that would benefit from multi-agency collaboration; and

WHEREAS, This action does not constitute a “project” under the California Environmental Quality Act (CEQA) Guidelines Section 15378 because funds would be used only for general and administrative costs and it does not involve commitment to any specific project that may result in a physical change in the environment; and procurement of energy and capacity from future energy projects will not commence until the project(s) have been reviewed and any appropriate environmental review under the CEQA, if required, has been completed; and

WHEREAS, The CC Power Board adopted a fiscal year 2023-2024 budget for on-going general administrative activities totaling \$759,044, of which CleanPowerSF’s pro-rata share is \$84,833; now, therefore, be it

RESOLVED, This Commission finds it is prudent and reasonable to approve a CleanPowerSF not-to-exceed amount for CleanPowerSF’s pro-rata contributions to CC Power’s on-going general and administrative expenses, including a contingency for additional, unanticipated, expenses for a period of 25 years to ensure that it is able to meet its general obligations as a member of CC Power while the long-term Project Participation and Share Agreements are in effect; and be it

FURTHER RESOLVED, That this Commission hereby approves CleanPowerSF’s share of the on-going general and administrative costs for its participation in the California Community Power Agency, for an amount not-to-exceed \$100,000 per year adjusted by 5% per year for 25 years and authorizes the General Manager to seek Board of Supervisors approval.

*I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of June 27, 2023.*

  
Secretary, Public Utilities Commission

# **PUBLIC UTILITIES COMMISSION**

City and County of San Francisco

RESOLUTION NO.: 21-0023

WHEREAS, The San Francisco Board of Supervisors established a Community Choice Aggregation (CCA) program in 2004 (Ordinance 86-04) and has implemented the program, called CleanPowerSF, through the work of the San Francisco Public Utilities Commission (SFPUC) in consultation with the San Francisco Local Agency Formation Commission (Ordinances 146-07, 147-07, and 232-09); and

WHEREAS, The SFPUC has adopted program goals for CleanPowerSF that guide CleanPowerSF's planning and operations, including leading with affordable and reliable service, providing cleaner electricity alternatives, and investing in local renewable projects and jobs while providing for long-term rate and financial stability; and

WHEREAS, The SFPUC is dedicated to equitable business practices and uplifting a culture of innovation, diversity and inclusion, environmental sustainability and standards, transparency, integrity, and a commitment to the communities we serve; and

WHEREAS, Consistent with the the Racial Equity Resolution (Resolution 20-0149), this Commission adopted on July 14, 2020, the SFPUC recognizes that a diverse and culturally competent workforce that is inclusive and reflective of the communities we serve is a key component for our agency to meet our core mission, goals, environmental standards, and better serve our diverse customers; and

WHEREAS, The SFPUC is committed to providing fair compensation and sustainable workforce opportunities for our diverse communities as CleanPowerSF delivers competitive and affordable power service and promotes the procurement and generation of renewable energy; and

WHEREAS, The SFPUC recognizes the opportunities that CleanPowerSF provides for workforce development and employment, and as such, the SFPUC supports fair compensation in hiring and in the development and procurement of renewable energy sources; and

WHEREAS, The SFPUC supports sustained job opportunities and job creation and recognizes and supports quality State of California approved apprenticeship and pre-apprenticeship training programs within SFPUC's service territory to foster long-term, fairly compensated employment opportunities and believes that apprenticeship and preapprenticeship programs are an efficient vehicle for delivering quality training in construction industry craft occupations; and



WHEREAS, CleanPowerSF and other interested CCAs wish to leverage their combined buying power to provide customers with cost effective services or programs and procure energy resources, products and related services by forming a new joint powers authority (“California Community Power Agency” or “CC Power”), comprised of the CCAs who choose to join; and

WHEREAS, a draft Agreement to form the California Community Power Agency has been prepared after extensive review by the staff of the SFPUC, the San Francisco City Attorney Office, and other interested CCAs; and

WHEREAS, CleanPowerSF desires to enter into the California Community Power Agency Joint Powers Agreement in order to acquire energy resources and promote energy resilience that would be difficult or not cost-effective for CleanPowerSF to achieve on its own; now, therefore be it

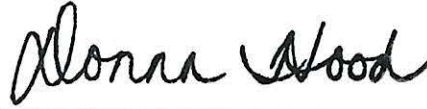
RESOLVED, That the Commission hereby approves the California Community Power Agency Joint Powers Agreement, attached hereto and authorizes the General Manager to execute the Agreement, with any minor, non-substantive modifications, and seek Board of Supervisors approval for the Agreement; and be it

FURTHER RESOLVED, That staff should work with other CC Power members as appropriate to develop policies and guidelines for procuring products and services in a manner that promotes the City’s and SFPUC’s environmental goals and efforts to foster an inclusive and sustainable workforce through support for measures such as fair and equitable compensation, local hiring, and support of local businesses, while maintaining affordable and stable rates for San Franciscans; including:

- Engaging in outreach efforts in local and diverse communities, including disadvantaged and low-income communities, to create a diverse pool of candidates for open positions, while providing fair compensation that aligns with regional market indicators for compensation;
- Conducting marketing and outreach in an inclusive manner in CC Power member communities, including attending important multi-cultural community events with multi-lingual materials and speakers as appropriate, using local, diverse media outlets, and other opportunities to increase awareness of CleanPowerSF services and programs pursued in partnership with CC Power;
- Sharing information and collateral with CC Power members about SFPUC’s Racial Equity initiatives that are promoting inclusion, access, and diverse engagement in a manner consistent with the adopted SFPUC Racial Equity Resolution (Resolution 20-0149);
- Relying on a combination of local labor, union labor and apprenticeship programs, and following fair compensation practices, including proper assignment of work to crafts that traditionally perform the work, when constructing CC Power projects; and

- Promoting fair compensation, fair worker treatment, multi-trade collaboration, and support of the existing and prevailing wage base in local communities where CC Power-contracted projects will be located.

*I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of February 9, 2021.*

A handwritten signature in black ink that reads "Alonna Wood". The signature is written in a cursive style with a large initial 'A'.

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*Secretary, Public Utilities Commission*

# CALIFORNIA COMMUNITY POWER AGENCY JOINT POWERS AGREEMENT

This Joint Powers Agreement ("Agreement") is made by and among those public agencies who are signatories to this Agreement, and those public agencies which may hereafter become signatories to this Agreement, for the purpose of operating a separate joint powers agency, which is named "California Community Power" or "CC Power."

## WITNESSETH

WHEREAS, it is to the mutual benefit of the Members and in the public interest that the Members join together to engage in the exercise of powers they have in common including, but not limited to, (i) the acquisition and operation of wholesale power supplies, resource adequacy and renewable attributes, (ii) the provision of joint consulting and contracting services via master agreements and bulk purchasing and financing of decarbonization products, (iii) the offering of energy risk management and California Independent System Operator ("CAISO") scheduling services; and (iv) other energy services or programs which may be of benefit to Members (collectively, hereinafter "energy related programs");

WHEREAS, CC Power's primary objective is to provide for joint procurement of electrical power and storage and other energy projects for its Members, as set forth in this Agreement;

WHEREAS, the Members intend that CC Power shall better position the Members to administer community choice energy programs, and achieve their local agency goals, including but not limited to meeting or exceeding California's greenhouse gas emission reduction targets through procurement of renewable resources.

WHEREAS, each of the public community choice aggregation agencies which is a Member to this Agreement has the power to establish, manage, operate and maintain Community Choice Aggregation ("CCA") programs, electric service enterprises available to cities and counties pursuant to California Public Utilities Code Section 331.1(c) and 366.2 and to study, promote, develop, conduct, operate and manage energy related programs; and

WHEREAS, Title I, Division 7, Chapter 5, Article 1 of the California Government Code (the "Joint Powers Act" or "Act") authorizes the joint exercise by two or more public agencies of any power which is common to each of them.

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do hereby agree as follows:

## Article I.      DEFINITIONS

In addition to the other terms defined herein, the following terms, whether in the singular or in the plural, when used herein and initially capitalized, shall have the meanings specified throughout this Agreement.

**Section 1.01**    "**Board**" means the Board of Directors of CC Power as established by this Agreement.

**Section 1.02**    "**CC Power**" means the Joint Powers Authority established by this Agreement.

**Section 1.03**    "**Member**" means a Public CCA Agency, or other public agency the Board determines to be eligible pursuant to Section 3.02, that is a signatory to this Agreement and has met the requirements of

Article III; the term “Member” shall, however, exclude any Public CCA Agency or other eligible public agency which shall have withdrawn or been excluded from CC Power pursuant to Section 3.04 below.

**Section 1.04 “Project”** means any and all of the following matters, which are approved by the Board pursuant to Article VI: (i) the construction, financing or acquisition of a wholesale power resource, resource adequacy and/or renewable and environmental attributes for use by the Members, and such other transactions, services, and goods that may be necessary or convenient to construct, finance, acquire or optimize the value of such resources, (ii) the bulk purchasing and/or financing of decarbonization products, including, but not limited to, heat pump water heaters, space heater heat pumps and electric vehicle charging services, (iii) energy risk management and CAISO scheduling products and services, (iv) acquisition, construction and financing of facilities for the generation or transmission of electrical energy and any related transactions, services, and goods that may be necessary or convenient to acquire, construct, and finance these facilities, (v) grid integration services, (vi) acquisition of capacity rights in any facility for the generation or transmission of electric energy, and (vii) any other energy related programs.

**Section 1.05 “Project Agreement”** means a contract between and among CC Power and Project Participants.

**Section 1.06 “Project Participants”** means any Member or group of Members who participate in a Project pursuant to Article VI below.

**Section 1.07 “Public CCA Agency”** means any public agency, or such joint powers agencies/authorities consisting of one or more public agencies, that has implemented a CCA program pursuant to California Public Utilities Code Sections 331.1 and 366.2.

## **Article II. FORMATION OF AUTHORITY**

**Section 2.01 Creation of CC Power.** Pursuant to the Joint Powers Act, there is hereby created a public entity, to be known as “CC Power,” which shall be a public entity separate and apart from its Members.

**Section 2.02 Purpose.** The purpose of this Agreement is for CC Power to develop, acquire, construct, own, manage, contract for, engage in, finance and/or provide energy related programs for the use of and by its Members. CC Power is not intended to be a policy-maker or advocate, though it may, from time to time, advance or support public policies in support of its purpose that do not conflict with interests or policies advanced by any Member.

**Section 2.03 Powers.** CC Power is authorized, in its own name, to do all acts necessary to fulfill the purposes of this Agreement as referred to in Section 2.02 above, and engage in the exercise of powers the Members have in common including, but not limited to, each of the following:

- (a) Acquire, purchase, finance, offer, arrange, construct, maintain, utilize and/or operate one or more Projects;
- (b) Establish, operate, maintain and/or fund energy related programs;
- (c) Make and enter into contracts;
- (d) Employ agents and employees;
- (e) Acquire, contract, manage, maintain, sell or otherwise dispose of real and personal property and operate any buildings, infrastructure, works, or improvements;
- (f) Receive contributions and donations of property, funds, services and other forms of assistance from any source;
- (g) Lease real or personal property as lessee and as lessor;
- (h) Sue and be sued in its own name;

- (i) Incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et seq. and authority under the Act;
- (j) Receive, collect, invest and disburse moneys;
- (k) Issue revenue bonds and other forms of indebtedness, as provided by law;
- (l) Apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;
- (m) Make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer energy related programs;
- (n) Adopt from time to time such policies, procedures, bylaws, rules or regulations for the conduct of its affairs as deemed necessary by the Board;
- (o) Exercise all other powers necessary and proper to carry out this Agreement; and
- (p) Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.

Such powers shall be exercised in the manner provided in Section 6509 of the Government Code of the State of California, as amended, subject only to such restrictions upon the manner of exercising such powers as are imposed upon Silicon Valley Clean Energy in the exercise of similar powers. Should Silicon Valley Clean Energy withdraw or be excluded from this Agreement pursuant to Section 3.04 hereof, the manner of exercising any power shall be subject only to the restrictions upon the manner of exercising such powers as are imposed upon Marin Clean Energy.

**Section 2.04 Compliance with Local Zoning and Building Laws and CEQA.** Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by CC Power within the territory of CC Power shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act.

### **Article III. MEMBERSHIP**

**Section 3.01 Member Agencies.** Any Public CCA Agency, or other public agency determined by the Board to be eligible pursuant to Section 3.02, may become a Member upon meeting the following conditions:

- (a) The Public CCA Agency or other eligible public agency shall file with the Board a certified copy of a resolution of its governing body whereby it (i) agrees to the provisions of this Agreement, and (ii) requests to become a Member; and
- (b) No such Public CCA Agency or other eligible public agency shall become a Member until (i) its admission is approved at a regular or special meeting of the Board by at least two-thirds (2/3) of the entire Board, and (ii) it deposits or agrees to pay CC Power a share of organization, planning and other costs and charges as determined by the Board to be appropriate, if any.

Upon completion of the foregoing, the Public CCA Agency or other eligible public agency shall become a Member for all purposes of this Agreement.

**Section 3.02 Eligible Public Agency Members.** The Board may adopt policies to determine whether public agencies that are not Public CCA Agencies may be eligible to become a Member of CC Power.

**Section 3.03 Cost Allocations.**

- (a) Unless otherwise determined by a two-thirds (2/3) vote of the entire Board, each Member shall pay an equal share of one member one share for general and administrative costs as determined by the Board associated with all operations of CC Power. General and administrative costs do not include any costs that relate solely to any specific Project Agreement.



- (b) Project Agreements and other program agreements between and among any Member and/or CC Power will determine cost allocation and may consider, among other relevant factors, credit strength of the Members and may differ in price and collateral requirements as determined solely for such Project Agreement or other program agreements.

**Section 3.04 Withdrawal or Exclusion of Member.**

- (a) Any Member may withdraw from CC Power upon the following conditions:
  - (i) The Member shall have filed with the Board Secretary a certified copy of a resolution of its governing body expressing its desire to so withdraw. Once a Member files a resolution to withdraw with the Board Secretary, that Member no longer has any voting rights on the Board;
  - (ii) Members participating in Projects, programs or services pursuant to Project Agreements or other program agreements approved by the Board are subject to the participation and withdrawal terms and conditions described in the applicable agreement; and
  - (iii) Prior to accepting the Member's filing of such resolution, any Member so terminating shall be obligated to pay its share of all debts, liabilities, and obligations of CC Power specifically assumed by the Member. However, this obligation shall take into account any refunds due to the Member and shall not extend to debts, liabilities and obligations secured or otherwise committed pursuant to Project Agreements or other program agreements between and among any Member and/or CC Power. The debts, liabilities and obligations of the Members to such Project Agreements or other program agreements shall be determined by their terms. Any obligations under this Agreement are subject to the limitations set forth in Article VIII.
- (b) Upon compliance with the conditions specified in Section 3.04(a), the Board shall accept the withdrawing Member's resolution and the withdrawing Member shall no longer be considered a Member for any reason or purpose under this Agreement and its rights and obligations under this Agreement shall terminate. The withdrawal of a Member shall not affect any obligations of such Member under any Project Agreement or other program agreement.
- (c) Any Member which has (i) defaulted under this Agreement, a Project Agreement, or other program agreement, (ii) failed to appoint a Director to serve on the Board in accordance with Section 4.02 below, or (iii) failed to pay any required share of costs in accordance with Sections 3.01 and 3.03 above, may have its rights under this Agreement terminated and may be excluded from participation in CC Power by the vote (taken at a regular or special meeting of the Board) of at least two-thirds (2/3) of the entire Board (including the Director representing the defaulting Member). Prior to any vote to terminate participation of any Member, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Member whose termination is proposed at least 60 days prior to the Board meeting at which such matter shall first be discussed as an agenda item. The written notice of the proposed termination shall specify the particular provisions of this Agreement or a Project Agreement or other program agreement which the Member has allegedly defaulted on, or whether the proposed termination is based on failure to appoint a Director or pay any required share of costs. The Member subject to possible termination shall have the opportunity to cure the violation prior to the meeting at which termination will be considered. At the meeting where termination of the Member is considered, the Member shall be given the opportunity to respond to any reasons and allegations that may be cited as a basis for termination prior to a termination vote. Any excluded Member shall continue to be liable for its obligations under any Project Agreement or other program agreement and for any unpaid contribution, payment, or advance approved by the Board prior to such Member's exclusion.

- (d) The withdrawal or termination of a Member shall not affect the provisions or obligations set forth in Article VIII or Section 11.03 below.

#### **Article IV. POWERS OF BOARD & MANAGEMENT OF CC POWER**

**Section 4.01 Board.** CC Power shall be administered by a Board which shall consist of one Director representing each Member. Such Board shall be the governing body of this CC Power, and, as such, shall be vested with the powers set forth in this Agreement, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein. The Board shall have the authority to provide for the general management and oversight of the affairs, property and business of CC Power.

**Section 4.02 Appointment and Vacancies.** Each Director shall be the Chief Executive Officer, General Manager, or designee of the Chief Executive Officer or General Manager of each Member and shall be appointed by and serve at the pleasure of the Member that the Director represents, and may be removed as Director by such Member at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed by the Member to fill the position of the previous Director in accordance with the provisions of this Article IV within 60 days of the date that such position becomes vacant or the Member shall be subject to the exclusion procedures in Section 3.04(c) above. Each Director may appoint an alternate to serve in their absence.

**Section 4.03 Notices.** The Board shall comply with the applicable provisions of Sections 6503.5, 6503.6 and 53051 of the Government Code requiring the filing of notices and a statement with the Secretary of State, the State Controller, the applicable county clerk and local agency formation commissions, including, but not limited to:

- (a) Causing a notice of the Agreement or any amendment to the Agreement to be prepared and filed with the office of the Secretary of State within 30 days of the effective date of the Agreement or amendment, and
- (b) Filing a statement of facts with the Secretary of State within 70 days after the date of commencement of CC Power's legal existence. Upon any change in the statement of facts presented to the Secretary of State, an amended statement of facts shall be filed with the Secretary of State within 10 days of the change.

**Section 4.04 Committees.** The Board may create committees to provide advice to the Board or conduct the business of CC Power subject to delegation of authority from the Board.

**Section 4.05 Director Compensation.** Compensation for work performed by Directors, including alternates, on behalf of CC Power shall be borne by the Member that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.

**Section 4.06 Board Officers.** At its first meeting in each calendar year, the Board shall elect or re-elect a Chair and a Vice-Chair each of whom shall be selected from among the Directors and shall also appoint or re-appoint a Secretary and a Treasurer/Controller each of whom may, but need not, be selected from among the Directors.

- (a) **Chair and Vice-Chair.** The duties of the Chair shall be to preside over the Board meetings, sign all ordinances, resolutions, contracts and correspondence adopted or authorized by the Board, and to help ensure the Board's directives and resolutions are carried out. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair.
- (b) **Treasurer and Controller.** The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Controller, neither of whom needs to be a Director. If the Board so designates, and in accordance with the provisions of applicable law,

a qualified person may hold both the office of Treasurer and the office of Controller of CC Power. The Treasurer shall be the depository of CC Power to have custody of all the money of CC Power, from whatever source. The Controller shall draw warrants to pay demands against CC Power when the demands have been approved by the Chair or Vice Chair of CC Power. The Treasurer and Controller shall have the other powers, duties and responsibilities of such officers as specified in Section 6505 of the Government Code of the State of California, as amended, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed, as is provided for and authorized in Section 6550 of the Government Code of the State of California, as amended, pursuant to any resolution, indenture or other instrument providing for the issuance of bonds or notes of CC Power pursuant to this Agreement. The Board may require the Treasurer and/or Controller to file with CC Power an official bond in an amount to be fixed by the Board, and if so requested CC Power shall pay the cost of premiums associated with the bond. The Treasurer and Controller shall cause an independent audit to be made by a certified public accountant, or public accountants, in compliance with Section 6505 of the Government Code.

- (c) **Secretary.** The Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of CC Power, and responding to public records requests of the JPA.

**Section 4.07 Management of CC Power.** The Board shall appoint a part-time or full-time General Manager, and may appoint one or more part-time or full-time Assistant General Managers, to serve at the pleasure of the Board. The General Manager shall be responsible for the day-to-day operation and management of CC Power. The General Manager may enter into and execute contracts in accordance with the policies established and direction provided by the Board, and shall file an official bond in the amount determined from time to time by the Board.

**Section 4.08 Other Officers and Employees.** The Board shall have the power to appoint such other officers and staff as it may deem necessary who shall have such powers, duties and responsibilities as are determined by the Board, and to retain independent accountants, legal counsel, engineers and other consultants. The Members may contract with CC Power to provide staff to perform services for CC Power, but such employees shall at all times, and for all purposes including benefits and compensation, remain employees of the Member only.

**Section 4.09 Budget.** The budget shall be approved by the Board. The Board may revise the budget from time-to-time as may be reasonably necessary to address contingencies and expected expenses. All subsequent budgets of CC Power shall be approved by the Board in accordance with rules as may be adopted by the Board from time to time. All expenditures must be made in accordance with the adopted budget.

## **Article V. MEETINGS OF THE BOARD**

**Section 5.01 Regular Meetings.** The Board shall hold at least one regular meeting per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution of the Board. Regular meetings may be adjourned to another meeting time.

**Section 5.02 Special Meetings.** Special and emergency meetings of the Board may be called in accordance with the provisions of California Government Code Sections 54956 and 54956.5, as amended.

**Section 5.03 Brown Act Compliance.** All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.), and as

augmented by rules of the Board not inconsistent therewith. Directors may participate in meetings telephonically or by other electronic means, with full voting rights, only to the extent permitted by law.

**Section 5.04 Minutes.** The Secretary shall cause to be kept minutes of the meetings of the Board, both regular and special, and shall cause a copy of the minutes to be forwarded promptly to each Director.

**Section 5.05 Quorum.** A quorum of the Board shall consist of a majority of the Directors, except that less than a quorum may adjourn from time to time in accordance with law.

**Section 5.06 Voting.** Except to the extent set forth in a Project Agreement or as otherwise specified in this Agreement, each Member shall have one vote, which may be cast on any matter before the Board by each Director or alternate. Except to the extent otherwise specified in this Agreement, or by law, a vote of the majority of the Directors in attendance shall be sufficient to constitute action, provided a quorum is established and maintained.

**(a) Special Voting Requirements as specified in this Agreement:**

- (i)** Action of the Board to amend Section 3.03 related to cost allocations shall require the affirmative vote of at least two-thirds (2/3) of the entire Board.
- (ii)** Action of the Board on the matters set forth in Section 3.04(c) related to involuntary termination of a Member shall require the affirmative vote of at least two-thirds (2/3) of the entire Board.
- (iii)** Action of the Board on the matters set forth in Section 9.01 related to termination of this Agreement shall require the affirmative vote of at least two-thirds (2/3) of the entire Board approved by resolution of each Member's governing body.
- (iv)** Action of the Board to amend this Agreement shall be subject to the voting requirements set forth in Section 11.02 below.

## **Article VI. PROJECTS**

**Section 6.01 Projects.** The Board has the power, upon majority vote of the Directors in attendance, provided a quorum is established and maintained, to establish Projects within the purpose and power of CC Power and to adopt guidelines for their implementation.

**Section 6.02 Right to Participate in Projects.** The Board shall provide at least sixty (60) days prior written notice to all Members, unless such notice is otherwise waived, before any Project may be considered for adoption by a vote of the Board. Such notice shall be provided to the Director of each Member. Once a Project is approved by the Board as set forth in Section 6.01 above, all Members shall have the right, but not the obligation, to participate in a pro-rata share in the Project as determined by the Project Agreement. All Members who elect not to participate in the Project have no obligations under the Project.

**Section 6.03 Project Agreement.** All expenses, rights and obligations to any specific Projects will be handled through Project Agreements that will be separate and distinct from this Agreement.

## **Article VII. BONDS AND OTHER INDEBTEDNESS**

CC Power shall also have the power to issue, sell and deliver bonds in accordance with the provisions of the Joint Powers Act for the purpose of acquiring, financing, performing or constructing one or more Projects and to enter into other indebtedness for the purpose of financing one or more studies or Projects and for the purpose of providing temporary financing of costs of development, construction or acquisition of one or more Projects. The terms and conditions of the issuance of any such bonds or indebtedness shall be set forth in such resolution, indenture or other instrument, as required by law and as approved by the Board. Bonds issued under this article and contracts or obligations entered into to carry out the purposes for which bonds are issued, payable in whole or in part from the proceeds of said bonds, shall not constitute a debt, liability or

obligation of any of the Members unless the governing body of the Member by resolution expressly agrees that the Member will be obligated under the bond or other indebtedness or the Member takes on obligations pursuant to a Project Agreement.

## **Article VIII. LIMITATION ON LIABILITY OF MEMBERS**

**Section 8.01** Pursuant to Section 6508.1 of the Government Code of the State of California, no debt, liability or obligation of CC Power shall be a debt, liability or obligation of any Member unless such Member agrees in writing to assume any of the debts, liabilities, or obligations of CC Power pursuant to a Project Agreement. Nothing contained in this Article VIII shall in any way diminish the liability of any Member with respect to any Project Agreement such Member enters into pursuant to this Agreement.

### **Section 8.02 Individual Member Provisions.**

- (a) The City of San José is a municipal corporation and is precluded under the California State Constitution and applicable law from entering into obligations that financially bind future governing bodies, and, therefore, nothing in the Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of the Agreement. Any obligations under this Agreement and any Project Agreement are special limited obligations of San José Clean Energy payable solely from the Designated Fund (defined as the San Jose Energy Operating Fund established pursuant to City of San Jose Municipal Code, Title 4, Part 63, Section 4.80.4050 *et seq.*) (“Designated Fund”) and shall not be a charge upon the revenues or general fund of the City of San José or upon any non- San José Clean Energy moneys or other property of the Community Energy Department or the City of San José.
- (b) CleanPowerSF’s payment obligations under this Agreement are special limited obligations of CleanPowerSF payable solely from the revenues of CleanPowerSF. CleanPowerSF’s payment obligations under this Agreement are not a charge upon the revenues or general fund of the San Francisco Public Utilities Commission or the City and County of San Francisco or upon any non-CleanPowerSF moneys or other property of the San Francisco Public Utilities Commission or the City and County of San Francisco. CleanPowerSF’s obligations hereunder shall not at any time exceed the amount certified by the San Francisco City Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of CleanPowerSF are not authorized to request, and CleanPowerSF is not required to reimburse CC Power for, commodities or services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of CleanPowerSF are not authorized to offer or promise, nor is CleanPowerSF required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the San Francisco City Controller. The San Francisco City Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

## **Article IX. TERM; TERMINATION; LIQUIDATION; DISTRIBUTION**

**Section 9.01 Term and Termination.** This Agreement shall become effective when at least two Members execute this Agreement. This Agreement shall continue in full force and effect until terminated as provided in this Article; provided however, this Agreement cannot be terminated until such time as all principal of and interest on bonds and other forms of indebtedness issued by CC Power are paid in full. Thereafter, this Agreement may be terminated by a two-thirds (2/3) vote of the entire Board approved by resolution of each Member’s governing body; provided, however, that this Agreement and CC Power shall continue to exist after termination for the purpose of disposing of all claims, distribution of assets and all other functions necessary to conclude the obligations and affairs of CC Power. In no event shall this

Agreement or the powers herein granted to CC Power be terminated until (a) all bonds and other indebtedness of CC Power and the interest thereon shall have been paid or adequate provision for such payment shall have been made in accordance with the instruments governing such bonds and indebtedness and (b) all other obligations and liabilities of CC Power shall have been met or adequately provided for.

**Section 9.02 Liquidation; Distribution.** Upon termination of this Agreement, the Board shall liquidate the business and assets and the property of CC Power as expeditiously as possible, and distribute any net proceeds, after the conclusions of all debts and obligations of CC Power, to any Members in proportion to the contributions made or in such manner as otherwise provided by law. The Board is vested with all powers of CC Power for the purpose of concluding and dissolving the business affairs of CC Power.

## ARTICLE X. ACCOUNTS AND REPORTS

**Section 10.01 Establishment and Administration of Funds.** CC Power is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with every provision of law relating to the establishment and administration of funds, particularly Section 6505 of the California Government Code. CC Power shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution, indenture or other instrument of CC Power securing its bonds or other indebtedness, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed pursuant to such resolution, indenture or other instrument. The books and records of CC Power shall be open to inspection at all reasonable times to each Member and its representatives.

**Section 10.02 Annual Audits and Audit Reports.** The Treasurer/Controller shall cause an annual independent audit of the accounts and records of CC Power to be made by a certified public accountant or public accountant in accordance with all applicable laws. If permitted by applicable law and authorized by the Board, the audit(s) may be conducted at the longer interval authorized by applicable law. A report of the financial audit will be filed as a public record with each Member. CC Power will pay the cost of the financial audit and charge the cost against the Members in the same manner as other administrative costs.

## ARTICLE XI. GENERAL PROVISIONS

**Section 11.01 Successors and Assigns.** No Member may assign any right or obligation under this Agreement without the consent of all other Members. This section shall not affect, in any respect, any right of assignment under any Project Agreement.

**Section 11.02 Amendments.** Subject to any requirements of law, a two-thirds (2/3) vote of the entire Board will be required to amend Articles II, III, VIII, and IX of this Agreement. Once an amendment of Articles II, III, VIII, or IX is adopted by the Board, the amendment must be approved by two-thirds of the Members pursuant to that Members' applicable approval process. All other provisions of this Agreement may be amended at any time or from time to time by an amendment approved by at least two-thirds (2/3) vote of the entire Board. Written notice shall be provided to all Members of proposed amendments to this Agreement, including the effective date of such amendments, at least 60 days prior to the date upon which the Board votes on such amendments.

**Section 11.03 Indemnification and Insurance.** To the fullest extent permitted by law, CC Power shall defend, indemnify, and hold harmless the Members and each of their respective Directors, alternates, officers, employees and agents from any and all claims losses damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of CC Power under this Agreement to the extent not otherwise provided under a Project Agreement. CC Power shall acquire such insurance coverage as the Board deems is necessary and appropriate to protect the interests of CC Power and the Members.

**Section 11.04 Notices.** The Board shall designate its principal office as the location at which it will receive notices, correspondence, and other communications, and shall designate one of its Directors or staff as an officer for the purpose of receiving service on behalf of the Board. Any notice given pursuant to this Agreement shall be in writing and shall be dated and signed by the Member giving such notice. Notice to each Member under this Agreement is sufficient if mailed to the Member and separately to the Member's Director to their respective addresses on file with CC Power.

**Section 11.05 Severability.** Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**Section 11.06 Section Headings.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which they refer.

**Section 11.07 Choice of Law.** This Agreement will be governed and construed in accordance with the laws of the State of California.

**Section 11.08 Counterparts.** This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument.

**Section 11.09 Dispute Resolution.** The Members shall make reasonable efforts to informally settle all disputes arising out of, or in connection with, this Agreement. Should such informal efforts to settle a dispute fail, the dispute shall be mediated in accordance with policies and procedures established by the Board.

*[Signature Page Follows]*

**Signature Page**

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: *Geof Syphers*  
Geof Syphers (Jan 29, 2021 09:56 PST)

Name: Geof Syphers

Title: CEO

CCA Name: Sonoma Clean Power Authority

Date: Jan 29, 2021

Approved as to form:

By: *Harriet Steiner*  
Harriet Steiner (Jan 29, 2021 09:46 PST)

Name: Harriet Steiner

Title: Special Counsel

Date: Jan 29, 2021



**Signature Page**

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: *Nick Chaset*  
Nick Chaset (Jan 29, 2021 17:24 PST)  
Name: Nick Chaset  
Title: Chief Executive Officer  
CCA Name: East Bay Community Energy  
Date: Jan 29, 2021

Approved as to form:

By: *Inder Khalsa*  
Inder Khalsa (Jan 29, 2021 16:09 PST)  
Name: Inder Khalsa  
Title: General Counsel  
Date: Jan 29, 2021

**Signature Page**

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: *Girish Balachandran*  
Girish Balachandran (Jan 29, 2021 09:12 PST)  
Name: Girish Balachandran  
Title: CEO  
CCA Name: Silicon Valley Clean Energy  
Date: Jan 29, 2021

Approved as to form:

By: *Gregory Stepanicich*  
Gregory Stepanicich (Jan 29, 2021 13:42 PST)  
Name: Gregory Stepanicich  
Title: General Counsel  
Date: Jan 29, 2021

**Signature Page**

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: 

Name: Matthew Marshall

Title: Executive Director

CCA Name: Redwood Coast Energy Authority

Date: January 29, 2021

Approved as to form:

By:   
Nancy Diamond (Jan 29, 2021 12:02 PST)

Name: Nancy Diamond

Title: General Counsel

Date: January 29, 2021

**Signature Page**

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: *Janis C. Pepper*  
Janis C. Pepper (Jan 29, 2021 15:52 PST)

Name: Janis C. Pepper

Title: CEO

CCA Name: Peninsula Clean Energy

Date: Jan 29, 2021

**Signature Page**

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By:  \_\_\_\_\_

Name: Leland Wilcox

Title: Chief of Staff, Office of the City Manager

CCA Name: San José Clean Energy (SJCE)

Date: 1/29/21

Approved as to form:

By:  \_\_\_\_\_

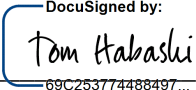
Name: Luisa Elkins

Title: Senior Deputy City Attorney

Date: Jan 29, 2021

### Signature Page

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By:  \_\_\_\_\_  
69C253774488497...

Name: Tom Habashi

Title: Chief Executive Officer

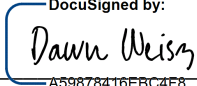
CCA Name: Central Coast Community Energy

Date: 1/29/2021



### Signature Page

**IN WITNESS WHEREOF**, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By:  \_\_\_\_\_  
A59878416EBC4F8...

Name: Dawn Weisz

Title: CEO

CCA Name: MCE

Date: 1/29/21

1 [Authorizing Membership in Community Choice Aggregation Joint Powers Authority for  
2 CleanPowerSF]

3 **Ordinance authorizing the Public Utilities Commission to become a member of a Joint**  
4 **Powers Authority consisting of Community Choice Aggregators for the purpose of joint**  
5 **purchases of electricity and related products and services; and authorizing deviations**  
6 **from certain otherwise applicable contract requirements in the Administrative Code**  
7 **and the Environment Code for purchases that do not otherwise require Board approval.**

8 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
9 **Additions to Codes** are in *single-underline italics Times New Roman font*.  
10 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.  
11 **Board amendment additions** are in double-underlined Arial font.  
12 **Board amendment deletions** are in ~~strikethrough Arial font~~.  
13 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
14 subsections or parts of tables.

15 Be it ordained by the People of the City and County of San Francisco:

16 Section 1. General Background.

17 (a) State law allows cities and counties to develop Community Choice Aggregation  
18 (“CCA”) programs, through which local governments supply electricity to serve the needs of  
19 participating customers within their jurisdictions while the existing utility continues to provide  
20 services such as customer billing, transmission, and distribution.

21 (b) The City implemented a CCA program to provide San Francisco residents and  
22 businesses the option to receive cleaner, more sustainable electricity at rates comparable to  
23 PG&E’s rates. See Ordinance Nos. 86-04, 147-07, 232-09, 45-10, 200-12, and 78-14; and  
24 Resolution Nos. 348-12, 331-13, and 75-15.

25 (c) In May 2016, the San Francisco Public Utilities Commission (“PUC”) launched  
CleanPowerSF with initial service to almost 8,000 accounts. In July 2019, the PUC completed

1 the final phase of customer enrollment, and CleanPowerSF now serves over 400,000  
2 accounts.

3 (d) The goals of CleanPowerSF are to provide affordable and reliable electricity  
4 services, invest in cleaner energy alternatives that advance the City’s Greenhouse Gas  
5 reduction goals, and ensure long-term rate and financial stability.

6 (e) There are currently 23 operational CCAs in California which collectively serve  
7 more than 10,000,000 customers in more than 200 towns, cities, and counties. Over the last  
8 10 years, CCAs have entered into long-term contracts for more than 3,600 megawatts of new,  
9 clean generation resources and over 240 megawatts of energy storage capacity.

10

11 Section 2. CCA Joint Powers Authority.

12 (a) Pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code  
13 commencing with Section 6500 (“JPA Law”) the City, upon authorization of the Board of  
14 Supervisors, may enter into a joint exercise of powers agreement (“JPA”) with one or more  
15 other public agencies through which the contracting parties may jointly exercise any power  
16 common to them.

17 (b) Nine CCAs – CleanPowerSF, Central Coast Community Power, the East Bay  
18 Community Energy Authority, the Marin Clean Energy Authority, the Redwood Coast Energy  
19 Authority, San Jose Clean Energy, the Silicon Valley Clean Energy Authority, Peninsula Clean  
20 Energy, and the Sonoma Clean Power Authority (collectively, “Participating CCAs”) – have  
21 determined that engaging in joint efforts for energy-related procurement and projects will be  
22 beneficial to the Participating CCAs by leveraging economies of scale to achieve lower costs  
23 and more favorable terms and conditions for products and services. Collectively, the  
24 Participating CCAs provide electricity and related services such as self-generation and energy  
25 efficiency programs to customers in Northern California.

1 (c) The Participating CCAs have agreed, subject to the approval of their governing  
2 bodies, to form a JPA called California Community Power (“CC Power”) for the purpose of,  
3 among other things, (1) the construction, financing, or acquisition of wholesale power  
4 supplies, transmission facilities, resource adequacy, renewable and environmental attributes,  
5 and other services and goods needed to optimize the value of such resources, (2) the bulk  
6 purchasing and/or financing of decarbonization products, including, but not limited to, heat  
7 pump water heaters, space heater heat pumps, and electric vehicle charging services, and (3)  
8 contracting for energy risk management, grid integration, and scheduling products and  
9 services.

10 (d) The Participating CCAs have jointly prepared an agreement creating CC Power  
11 (“Agreement”) which is on file with the Clerk of the Board of Supervisors in File No. 201344  
12 and is incorporated by reference as if fully set forth herein. Under the JPA Law and the  
13 Agreement, CC Power is a public entity separate and apart from the parties to the Agreement  
14 and the debts, liabilities, and obligations of the JPA will not be the debts, liabilities, or  
15 obligations of the City or the other Participating CCAs. A Participating CCA may withdraw  
16 from CC Power at any time subject to the terms of the Agreement.

17 (e) As a public agency, CC Power will be subject to the state laws that apply to local  
18 government agencies, including but not limited to open meetings, public records,  
19 environmental review, conflict of interest, and competitive bidding.

20 (f) The Agreement requires the City to pay a proportional share of the start-up and  
21 on-going administrative costs of operating CC Power, which the PUC estimates will not  
22 exceed \$50,000 per year.

23 (g) PUC anticipates that CC Power will be the contracting entity with the suppliers of  
24 products and services. Each Participating CCA will decide whether to participate in any CC  
25 Power project and will enter into separate project agreements with CC Power and the other

1 Participating CCAs that elect to participate in the project. Except as stated in Section 4 of this  
2 ordinance, any individual project agreement entered into by the PUC will be subject to  
3 applicable contracting rules under the Charter and the Municipal Code, including approval by  
4 the Board of Supervisors under Charter Section 9.118 for contracts over 10 years in duration  
5 or \$10 million in amount and amendments over \$500,000 for such contracts.

6 (h) The PUC Commission authorized the General Manager to join CC Power on  
7 February 9, 2021, in Resolution No. 21-0023, which is on file with the Clerk of the Board of  
8 Supervisors in File No. 201344.

9 (i) In its Resolution, the PUC Commission directed staff to work with other CC  
10 Power members as appropriate to develop policies and guidelines for procuring products and  
11 services in a manner that promotes the City’s and SFPUC’s environmental goals and efforts  
12 to foster an inclusive and sustainable workforce through support for measures such as fair  
13 and equitable compensation, local hiring, and support of local businesses, while maintaining  
14 affordable and stable rates for San Franciscans; including:

- 15 • Engaging in outreach efforts in local and diverse communities, including  
16 disadvantaged and low-income communities, to create a diverse pool of  
17 candidates for open positions, while providing fair compensation that aligns with  
18 regional market indicators for compensation;
- 19 • Conducting marketing and outreach in an inclusive manner in CC Power  
20 member communities, including attending important multi-cultural community  
21 events with multi-lingual materials and speakers as appropriate, using local,  
22 diverse media outlets, and other opportunities to increase awareness of  
23 CleanPowerSF services and programs pursued in partnership with CC Power;
- 24 • Sharing information and collateral with CC Power members about SFPUC’s  
25 Racial Equity initiatives that are promoting inclusion, access, and diverse

1                   engagement in a manner consistent with the adopted SFPUC Racial Equity  
2                   Resolution (Resolution 20-0149);

- 3                   • Relying on a combination of local labor, union labor and apprenticeship  
4                   programs, and following fair compensation practices, including proper  
5                   assignment of work to crafts that traditionally perform the work, when  
6                   constructing CC Power projects; and
- 7                   • Promoting fair compensation, fair worker treatment, multi-trade collaboration,  
8                   and support of the existing and prevailing wage base in local communities where  
9                   CC Power-contracted projects will be located.

10  
11                   Section 3. Grant of Authority to Join CC Power.

12                   (a)       The Board of Supervisors approves the Agreement and authorizes the General  
13                   Manager of the PUC to execute the Agreement in substantially the same form, with necessary  
14                   changes that do not materially affect the liabilities of or benefits to the City as a member of CC  
15                   Power and to request approval from the CC Power governing board to become a member of  
16                   CC Power, if necessary. The Board of Supervisors further authorizes te General Manager to  
17                   take steps necessary to implement the Agreement.

18                   (b)       The Board of Supervisors approves PUC's payment of its share of the start-up  
19                   and on-going administrative costs of CC Power in an amount not to exceed \$50,000 for  
20                   calendar years 2021, 2022, and 2023 and further authorizes PUC to seek approval from the  
21                   Board of Supervisors for amendments to the not-to-exceed amount and reauthorization for the  
22                   costs of participation in CC Power by resolution.

23  
24                   Section 4. Waiver of Certain Contract-Related Requirements in the Administrative  
25                   Code and the Environment Code.



1 (a) As public agencies, the members of CC Power have their own contracting  
2 provisions and imposition of each member's rules would be infeasible in operating CC Power.  
3 In addition, CC Power is subject to state laws prohibiting discrimination in hiring (Ca. Govt.  
4 Code Section 12940) and consideration of criminal history in hiring (Ca. Govt. Code Section  
5 12952).

6 (b) The Board of Supervisors hereby grants waivers of the following standard  
7 contract provisions for contracts for goods and services entered into with CC Power and other  
8 CCAs that do not otherwise require Board of Supervisors approval, and finds such waivers to  
9 be reasonable and in the public interest:

- 10 (1) Nondiscrimination in contracts (Administrative Code Chapter 12B);
- 11 (2) Implementing the MacBride Principles (Administrative Code Chapter  
12 12F);
- 13 (3) Consideration of criminal history in hiring (Administrative Code Section  
14 12T);
- 15 (4) Increased participation by small and micro local businesses in City  
16 contracts (Administrative Code Chapter 14B);
- 17 (5) The competitive bidding requirement (Administrative Code Section 21.1);  
18 and
- 19 (6) The tropical hardwood and virgin redwood ban (Environment Code  
20 Chapter 8).

21

22 Section 5. Effective Date.

23 This ordinance shall become effective 30 days after enactment. Enactment occurs  
24 when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not  
25





# City and County of San Francisco

## Tails Ordinance

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**File Number:** 201344

**Date Passed:** March 09, 2021

Ordinance authorizing the Public Utilities Commission to become a member of a Joint Powers Authority consisting of Community Choice Aggregators for the purpose of joint purchases of electricity and related products and services; and authorizing deviations from certain otherwise applicable contract requirements in the Administrative Code and the Environment Code for purchases that do not otherwise require Board approval.

January 27, 2021 Budget and Finance Committee - CONTINUED TO CALL OF THE CHAIR

February 24, 2021 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

February 24, 2021 Budget and Finance Committee - RECOMMENDED AS AMENDED

March 02, 2021 Board of Supervisors - PASSED ON FIRST READING

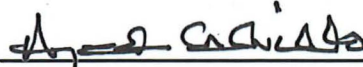
Ayes: 11 - Chan, Haney, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

March 09, 2021 Board of Supervisors - FINALLY PASSED

Ayes: 11 - Chan, Haney, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 201344

I hereby certify that the foregoing  
Ordinance was FINALLY PASSED on  
3/9/2021 by the Board of Supervisors of the  
City and County of San Francisco.



Angela Calvillo  
Clerk of the Board



Mayor

3.12.21

Date Approved

**From:** [Aguilar, Jesica A](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [Oliveros Reyes, Jennifer \(PUC\)](#); [Spitz, Jeremy \(PUC\)](#)  
**Subject:** Reauthorizing Participation Costs for CleanPowerSF Membership in a Joint Powers Authority – Not to Exceed \$4,772,710 – Public Utilities Commission  
**Date:** Friday, August 4, 2023 10:51:21 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[1. CC Power Budget Resolution 2023.docx](#)  
[2. SFPUC Resolution No 21-0023.pdf](#)  
[3. SFPUC Resolution No 23-0139.pdf](#)  
[4. BOS Ordinance No. 25-21.pdf](#)  
[5. CC-Power Strategic Business Plan 12142022.pdf](#)  
[6. Executed Final CC Power JPA Agreement 04.22.2021.pdf](#)

---

Hello BOS Team,

Please see attached a proposed Resolution reauthorizing the Public Utilities Commission's cost for CleanPowerSF's participation in a Joint Powers Authority consisting of Community Choice Aggregators with a not to exceed amount of \$4,772,710 for a duration of twenty-five years

The following is a list of accompanying documents:

- Proposed Resolution (Word Doc Version)
- SFPUC Resolution No.21-0023 (PDF)
- SFPUC Resolution No.23-0139 (PDF)
- BOS Ordinance No.25-21 (PDF)
- California Community Power – Strategic Business Plan (PDF)
- Executed California Community Power Agency Joint Powers Agreement (PDF)

Please contact Jeremy Spitz at [jspitz@sfgwater.org](mailto:jspitz@sfgwater.org) if you need any additional information on these items.

**Jesica Aguilar**

Policy & Government Affairs  
San Francisco Public Utilities Commission  
Desk: 415-551-4860  
*Pronouns: she, her, ella*  
[sfpuc.org](http://sfpuc.org)

