

File No. 250712

Committee Item No. 4

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 23, 2025

Board of Supervisors Meeting Date _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Executed Agreement 4/22/2021</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CPUC Decision 2/23/2023</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>California Community Power Strategic Business Plan 12/2022</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>PUC Resolution No. 21-0023 2/9/2021</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>PUC Resolution No. 23-0139 6/27/2023</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>PUC Resolution No. 25-0104 6/24/2025</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CCP Resolution No. 5/21/2025</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>PUC Presentation 7/23/2025</u>
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Brent Jalipa Date July 17, 2025

Completed by: Brent Jalipa Date _____

1 [Participation Costs for CleanPowerSF Membership - California Community Power Authority -
2 Not to Exceed \$8,286,095]

3 **Resolution approving an increase in the not to exceed amount for the general and**
4 **administrative cost for CleanPowerSF's participation in the California Community**
5 **Power Authority by \$3,513,385 for a new total not to exceed amount of \$8,286,095 with**
6 **no change to the term duration, from January 1, 2024, through December 31, 2048,**
7 **pursuant to Section 9.118 of the Charter.**

8
9 WHEREAS, The San Francisco Board of Supervisors established a Community Choice
10 Aggregation program in 2004 and has implemented the program, called CleanPowerSF,
11 through the work of the San Francisco Public Utilities Commission (SFPUC) in consultation
12 with the San Francisco Local Agency Formation Commission; and

13 WHEREAS, On March 12, 2021, by Ordinance No. 25-21, the Board of Supervisors 1)
14 authorized CleanPowerSF to join a joint powers authority called California Community Power
15 ("CC Power"), 2) approved the CC Power joint powers agreement ("Agreement"), 3)
16 authorized the General Manager of the PUC to execute the Agreement, 4) approved payment
17 of CleanPowerSF's share of the start-up and on-going costs administrative costs of CC Power
18 in an amount not to exceed \$50,000 for calendar years 2021, 2022, and 2023, 5) authorized
19 the PUC to seek reauthorization for CleanPowerSF's cost of participation in CC Power by
20 Board Resolution, and 6) approved waivers of certain otherwise applicable contract terms for
21 agreements entered into with CC Power; and

22 WHEREAS, On June 27, 2023, by Resolution No. 23-0139, the SFPUC Commission
23 approved CleanPowerSF's share of the CC Power administrative costs for 25 years to
24 correspond with the length of the existing long-term contracts for a total amount of
25 \$4,772,710, based on CleanPowerSF's 2023-2024 annual pro-rata share plus a contingency

1 for an annual amount of \$100,000, and annual adjustments of five percent per year for
2 inflation for 25 years; and

3 WHEREAS, On October 3, 2023, by Resolution No. 472-23, this Board of Supervisors
4 reauthorized the payment of CleanPowerSF's pro rata contributions to CC Power's on-going
5 general and administrative expenses for a not to exceed amount of \$4,772,710 for 25 years
6 until December 31, 2048; and

7 WHEREAS, Currently, CleanPowerSF is participating in the purchase of energy and
8 capacity from four energy projects procured by CC Power that support CleanPowerSF's
9 purchases of long duration energy storage and firm clean energy resources (Decision 21-06-
10 035); and

11 WHEREAS, On May 21, 2025, CC Power adopted a Fiscal Year 2025-26 budget for
12 on-going general administrative activities totaling \$1,565,789 and of this amount, \$1,515,789
13 was identified for staffing, service contracts and related operating expenses and \$50,000 was
14 identified for contributions to financial reserves; and

15 WHEREAS, The CC Power joint powers agreement requires all members to share
16 equally in general and administrative costs, resulting in a share for CleanPowerSF of
17 \$173,977; and

18 WHEREAS, This Resolution would approve an increase in the not to exceed amount
19 by \$3,513,385 from \$4,772,710 for a new total not to exceed amount of \$8,286,095 to cover
20 CleanPowerSF's share of on-going administrative costs, estimated to be \$200,000 per year
21 beginning in Fiscal Year 2025-26 and increasing at an annual rate of five percent per year
22 through Fiscal Year 2047-48; and

23 WHEREAS, The estimated amount includes a small contingency for unplanned costs
24 and an escalator over the following 23 years to address inflation; and

1 WHEREAS, Alignment of CleanPowerSF's payment of on-going general and
2 administrative costs with the term of the project agreements it has executed ensure that
3 CleanPowerSF can fulfill its membership obligations during the term of its project agreements,
4 subject to a reasonable not to exceed limit on its share of these expenses; and

5 WHEREAS, On June 24, 2025, by Resolution No. 25-0104, the SFPUC Commission
6 approved an increase of the not to exceed amount for CleanPowerSF's pro rata contributions
7 to CC Power's on-going general and administrative expenses from \$4,772,710 to \$8,286,095
8 for 23 years, based on an estimate of \$200,000 per year, escalated at five percent, pursuant
9 to Section 9.118 of the Charter; now, therefore be it

10 RESOLVED, That this Board of Supervisors approves an increase to SFPUC's general
11 and administrative cost for CleanPowerSF's participation in the California Community Power
12 Authority from \$4,772,710 for an increase of \$3,513,385 for a new total not to exceed amount
13 of \$8,286,095, for a duration of 25 years from January 1, 2024, through December 31, 2048.
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San Francisco
Water
Power
Sewer

Services of the San Francisco
Public Utilities Commission

CleanPowerSF

File # 25-0712

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

July 23, 2025

Today's Action

- *Approve* CleanPowerSF payment of its share of the general and administrative costs of the California Community Power Agency.
- Staff proposing
 - To increase the not-to-exceed amount from \$4,772,710 to \$8,286,095 for the remaining 23 years of the funding approval (BOS Res. No. 472-23).
 - Assumes an annual cost of approximately \$200,000 per year increasing at a rate of 5% per year.
- SFPUC Commission approved in Resolution No. 25-0104.

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/>



CC Power Membership Benefits to CleanPowerSF

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



CC Power's Strategic Business Plan

- ✓ Hire a new full-time General Manager.
- ✓ Hire additional staff to support projects and additional procurement activity (added 4 new staff members).
- Successfully implement committed projects and build organization capacity for further collaboration.
- Add to portfolio of projects, programs and services where and when beneficial to members.

CC Power General & Administrative Budget

FY 2025-26 Budget

Item	General & Admin. (\$)*
Staffing, Services & Operations	\$1,515,789
Operating Reserves**	\$50,000
Total	\$1,565,789

*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:

- Increase not-to-exceed amount from \$4,772,710 to \$8,286,095 for the remaining 23 years of funding approval.
- Term aligns with existing power purchase commitments.
- Assumes annual cost of \$200,000 in FY 2025-26 with a 5% per year cost escalator.



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: _____

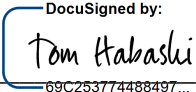
Name: Luisa Elkins

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

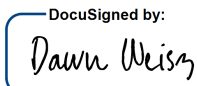
Title: Chief Executive Officer

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

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



Fact Sheet:

Decision Ordering Supplemental Mid-Term Reliability Procurement (2026-2027) and Transmitting Electric Resource Portfolios to the California Independent System Operator for the 2023-2024 Transmission Planning Process

Overview of Decision: This Decision [D.] is part of the CPUC's Integrated Resource Planning (IRP) proceeding, Rulemaking [R.] 20-05-003. It seeks to ensure that there are sufficient resources available for electric reliability by ordering additional resource procurement beyond current requirements, specifically the Mid-Term Reliability (MTR) procurement requirements from D. 21-06-035. It also serves to transmit the base case electric resource portfolio and one policy-driven sensitivity portfolio to the CAISO for the 2023-24 Transmission Planning Process (TPP), as required each year.

Background for Supplemental Procurement and Other Procurement Changes:

- D. 21-06-035 ordered the procurement of 11,500 MW of new net qualifying capacity (NQC) to come online in 2023-2026; enough to power approximately 2.5 million homes, with all of the resources coming from zero-emitting, or otherwise Renewable Portfolio Standard-eligible, sources.
 - 2,000 MW NQC of these resources were required to come from long lead-time resources providing firm clean power or long duration energy storage. These resources were required online by 2026 with opportunity to be extended to 2028.
- On September 8, 2022, ALJ Fitch issued a Ruling seeking comment on potential near-term actions the Commission could take to encourage additional procurement to meet or exceed the requirements of D.19-11-016 and D. 21-06-035.

Summary of Supplemental Procurement and Other Procurement Changes:

- This Decision requires 4,000 MW NQC of new procurement in 2026 and 2027, in addition to the 11,500 MW NQC ordered in D. 21-06-035.
 - 2,000 MW NQC would be required to be online by June 1, 2026, with an additional 2,000 MW NQC by June 1, 2027.
 - The Decision requires the procurement to be clean and otherwise follow all the rules and requirements of D. 21-06-035.
- This additional new procurement is needed as electric demand is projected to increase, the impacts of climate change are accelerating and creating new demands on our electricity resources, and because the Commission expects both additional resource retirements and delays to long lead-time new resource procurement.
- This Decision also recognizes the difficulties in procuring long lead-time resources by 2026, as required by D. 21-06-035, and automatically extends those deadlines to 2028, which was previously provided for in D.21-06-035.
- The Commission proposes this to ensure reliability, while continuing to develop a procurement program that will establish long-term requirements for load serving entities (LSEs) to procure the electricity resources needed to maintain reliability and reduce greenhouse gas (GHG) emissions.
- This Decision also makes changes to existing compliance rules set in previous IRP Proceeding Decisions, including (but not limited to):
 - Creating a process for resources included on the baseline of either D. 19-11-016 or D. 21-06-035 that have not yet come online to be removed from the baseline and allowed to count as new procurement if the LSE agrees to bring online an equal amount of NQC procurement in the year 2025.
 - Allowing additional flexibility for projects that would serve as "bridge" resources when an LSE wants to insure against the risk of project delay.
 - Other clarifications or adjustments on topics including penalties, compliance, and specific procurement categories.



California Public Utilities Commission



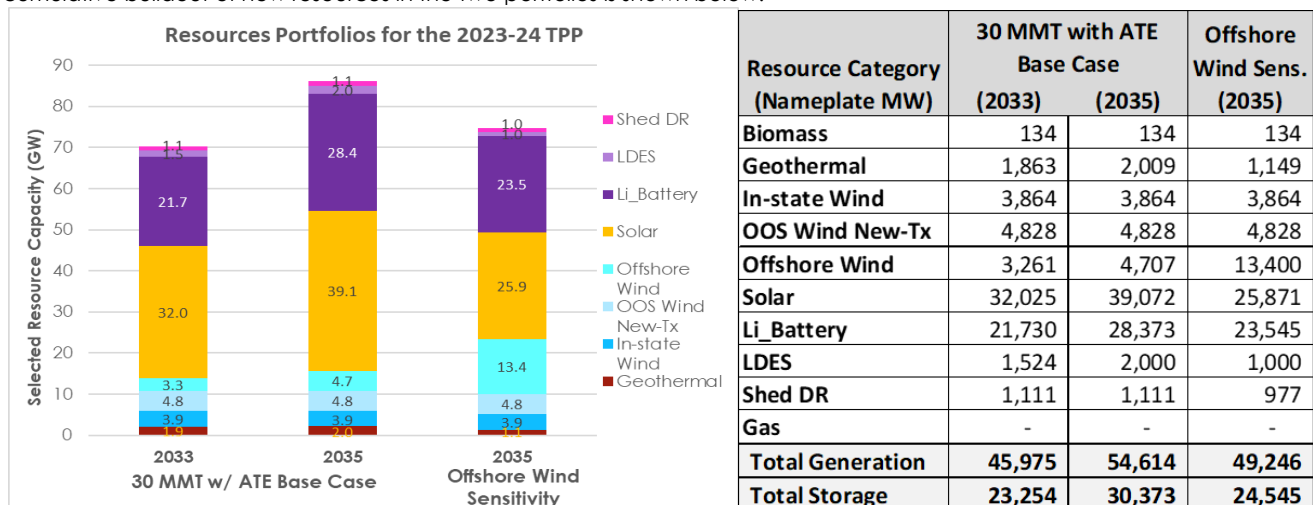
Background on the CPUC Transfer of IRP Resource Portfolios to CAISO's TPP

- The CPUC's annual process for TPP portfolio development ensures that electricity resources identified within IRP inform CAISO's transmission system planning, to facilitate infrastructure development to meet state goals. A 2010 MOU between the CAISO and the CPUC outlines this process in coordination with the California Energy Commission (CEC).
- The CPUC process for developing portfolios for 2023-24 TPP was unprecedented in scope and potential infrastructure impact. A CPUC-led stakeholder process to allow insight into TPP portfolio development and the resource-to-busbar mapping effort commenced in October 2022. This decision is the first time that the CPUC has released busbar mapping results for stakeholder review and feedback prior to the Decision.

Summary of the Portfolios for the 2023-24 Transmission Planning Process:

- The base case portfolio proposed in the Decision will allow CAISO to identify and authorize transmission development needed to accommodate new resource capacity expected to be built to meet a 30 million metric ton (MMT) GHG target, with increased demand associated with a higher electrification future accounting for the policy and market drivers pointing towards higher levels of transportation electrification. New to this TPP cycle, the CPUC is including both the typical ten-years-out 2033 results and results for 2035. The 2035 portfolio contains over 86,000 MW nameplate of new resources, with 54,000 MW of renewable resources, including 2,000 MW of geothermal and 4,700 MW of offshore wind. The portfolio also contains over 28,000 MW of batteries, 2,000 MW of long-duration storage, and 1,100 MW of demand response.
- The sensitivity portfolio proposed in the Decision will allow CAISO to continue studying transmission infrastructure needs and costs that would be triggered to connect over 13,000 MW of offshore wind generation, including over 5,000 MW of Central Coast and 8,000 MW of North Coast offshore wind. The portfolio seeks to build on the results of the 2021-22 TPP offshore wind sensitivity by incorporating policy and assumptions changes including: the increased load scenario, new planning goals in line with AB 525, and the increased focus on North Coast transmission needs.

The cumulative buildout of new resources in the two portfolios is shown below.



CPUC IRP Website: <https://www.cpuc.ca.gov/irp>

CPUC Decision: <https://docs.cpuc.ca.gov/SearchRes.aspx?docformat=ALL&docid=502956567>

Relevant TPP materials: [Portfolios and Modeling Assumptions for the 2023-2024 Transmission Planning Process \(ca.gov\)](#)



December 2022

Strategic Business Plan

About Us

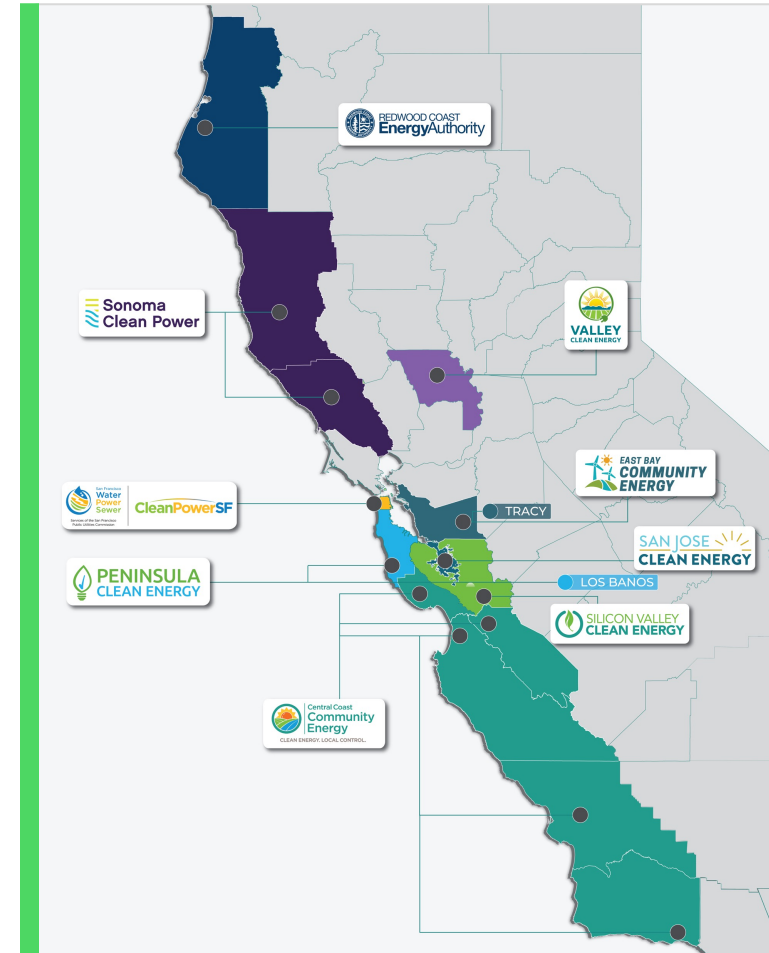
California Community Power is a Joint Powers Agency

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

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

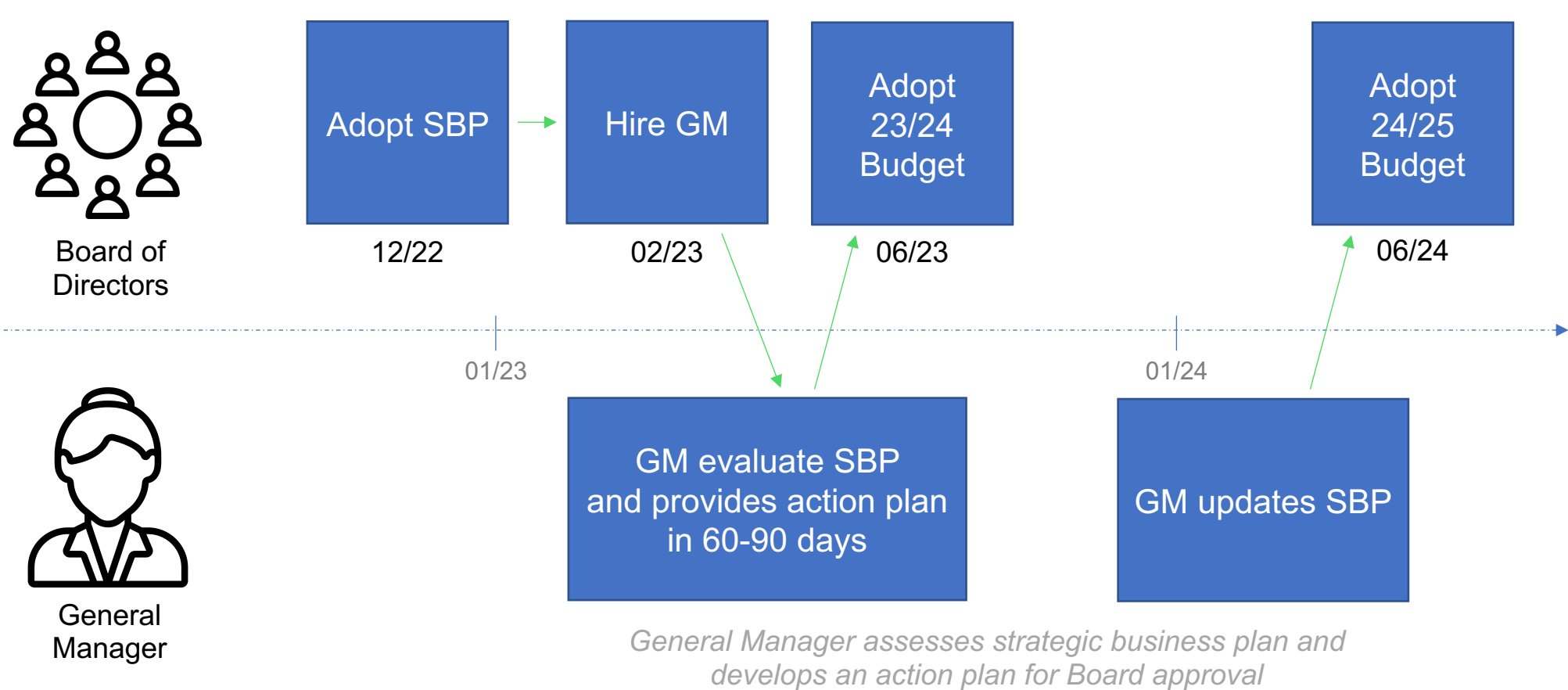
Year 3

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)

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



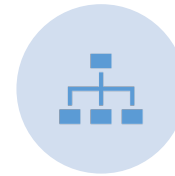
Joint rebate processing
services



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.: 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

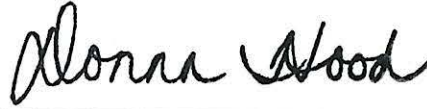
RESOLVED, That the Commission hereby approves the California Community Power Agency Joint Powers Agreement, attached hereto and authorizes the General Manager to execute the Agreement, with any minor, non-substantive modifications, and seek Board of Supervisors approval for the Agreement; and be it

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, reading "Monna Wood". The signature is written in a cursive, flowing style. The first name "Monna" is written with a large, looped 'M' and the last name "Wood" is written with a large, looped 'W'.

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: _____

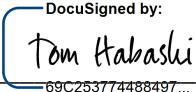
Name: Luisa Elkins

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

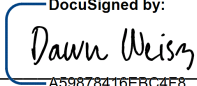
Title: Chief Executive Officer

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

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. 25-0104

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, by Resolution No. 21-0023, and the Board of Supervisors, 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 pay its share of CC Power's general and administrative costs for three years; and

WHEREAS, In April 2021, the CC Power Board approved CleanPowerSF's membership (Resolution 21-04-09); and

WHEREAS, The Commission, by Resolution No. 23-0139, and the Board of Supervisors, by Resolution No. 427-23, reauthorized funds for CleanPowerSF's payment of its share of CC Power's start-up and on-going administrative costs for a total amount not to exceed \$4,772,710 for twenty-five years to ensure CleanPowerSF can fulfill its membership obligations during the term of its project agreements; 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 2025-2026 budget for on-going general administrative activities including staffing, service contracts, related operating expenses, and contribution to financial reserves, totaling \$1,565,789, of which CleanPowerSF's pro-rata share is \$173,977; now, therefore, be it

RESOLVED, This Commission finds it is prudent and reasonable to increase the not-to-exceed amount for CleanPowerSF's pro-rata contributions to CC Power's on-going general and administrative expenses from \$4,772,710 to \$8,286,095 for 23 years, based on an estimate of \$200,000 per year, escalated at 5%, and authorizes the General Manager to seek Board of Supervisors approval.

I hereby certify that the foregoing resolution was adopted by the San Francisco Public Utilities Commission at its meeting of June 24, 2025.

A handwritten signature in dark ink, appearing to read "C. Deane", is written over a horizontal line.

*Director of Commission Affairs
San Francisco Public Utilities Commission*

**California Community Power
Resolution 25-05-01**

APPROVAL OF 2025 – 2026 FISCAL YEAR BUDGET

WHEREAS, California Community Power (“CC Power”) was created by a Joint Powers Agreement (“JPA”); and

WHEREAS, CC Power JPA Section 4.09 describes the non-delegable duty of the CC Power Board of Directors to approve the budget; and

WHEREAS, CC Power Staff has worked with the Board and developed a strategic plan to ensure development of existing resources under contract, explore new resource opportunities, and builds the organizational capabilities of CC Power to support Member interests; and

WHEREAS, CC Power has worked with an Ad Hoc committee of the Board to develop a budget that reflects the outlined priorities of CC Power; and

WHEREAS, attached hereto are supporting materials developed in consultation with the Ad Hoc committee to describe in detail the proposed budget for the 2025-2026 Fiscal Year through June 30, 2026 for consideration and possible adoption by the Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby approves a total 2025 – 2026 Budget in accordance with the materials in Attachment A.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 21st day of May, 2025, by the following vote:

		Aye	No	Abstain	Absent
Ava Community Energy	Howard Chang	X			
Central Coast Community Energy	Robert Shaw	X			
CleanPowerSF	Barbara Hale	X			
Peninsula Clean Energy	Shawn Marshall	X			
Redwood Coast Energy Authority	Lori Biondini	X			
San José Clean Energy	Lori Mitchell	X			
Silicon Valley Clean Energy	Monica Padilla	X			
Sonoma Clean Power Authority	Geof Syphers	X			
Valley Clean Energy	Mitch Sears	X			

DocuSigned by:

Lori Mitchell

CAB71B10...Chair

DocuSigned by:

Howard Chang

5A1AEE...Attest by: Secretary

**California Community Power
Attachment A to Resolution 25-05-01**

Table 1: CC Power 2025-2026 Summary Budget

<u>Item</u>	<u>2025-2026</u>	<u>2024-2025</u>
<u>Revenues</u>		
G&A Contributions	\$1,565,789	\$1,061,684
Member Contributions (includes project advance payments)	\$10,223,899	\$3,452,384
Project Market / Counterparty Project Revenues	\$6,135,848	\$-
Total	\$17,925,537	\$4,514,068
<u>Expenses</u>		
A. Project, Energy and PPA Expenses	\$4,218,750	\$-
B. Personnel	\$1,859,238	\$1,747,629
C. Professional Services		
Legal	\$792,700	\$457,000
Accounting	\$125,000	\$70,000
Marketing & IT	\$43,000	\$31,000
Other Misc Professional	\$1,332,560	\$1,663,300
Total Professional Services	\$2,293,260	\$2,221,300
D. Other Operating Expenses		
Insurance	\$97,605	\$53,505
Travel and External Engagement	\$188,300	\$36,700
Software	\$257,800	\$16,800
Other Misc Operating Expenses	\$543,343	\$263,134
Total Operating Expenses	\$1,087,048	\$370,139
E. Member Distributions	\$4,518,499	\$-
Total Expenses (A+B+C+D+E)	\$13,976,795	\$4,339,068
<u>Reserves</u>		
G&A Reserves	\$50,000	\$175,000
Project Reserves or Excess	\$5,062,500	\$-
Total Reserves	\$5,112,500	\$175,000
2024-25 Rollover Amounts	\$1,163,758	

Table 2: Member Invoice Amount Budgets - does not include already authorized projects with cost-share agreements

<i>In 000s</i>	3CE	Ava	CPSF	PCE	RCEA	SCP	SJCE	SVCE	VCE	Total
G&A	\$174	\$174	\$174	\$174	\$174	\$174	\$174	\$174	\$174	\$1,566
Phase 1	\$90.1	\$90.1	\$90.1	\$90.1	\$90.1	\$90.1	\$90.1	\$90.1	\$90.1	\$811
Phase 2	\$259.1	\$131.2	\$164.4	\$111.2	\$137.4	\$101.8	\$172.7	\$43.2	\$104.1	\$1,225
Phase 3	\$12.2	\$12.2	\$37.4	\$37.4	\$37.4	\$29.4	\$37.4	\$37.4	\$37.4	\$278
Total	\$535.4	\$407.5	\$465.9	\$412.7	\$438.9	\$395.3	\$474.2	\$344.7	\$405.6	\$3,880

Table 3: Invoice Plan by Category

Type	Amount	Timing	Notes
G&A	Full Amount	Following Budget approval.	Annual invoice. Officers will develop future Budget Carryover and Reserves Policy.
Phase 1	Full Amount	Following Budget Approval and execution of Phase 1 agreement.	Annual invoice. Officers will develop future Budget Carryover and Reserves Policy.
Phase 2	Full Amount	Following Budget Approval and execution of Phase 2 agreement.	Annual Invoice. Project Account Balances tracked and updates quarterly. Expect rollovers. Officers will develop future Budget Carryover and Reserves Policy.
Phase 3	Per authorized project or contracts	Per project agreement.	Project account balances. Update every quarter but moving to monthly for some projects.



San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

FROM: Jeremy Spitz, Policy and Government Affairs

DATE: June 27, 2025

SUBJECT: [Approving Participation Costs for CleanPowerSF Membership with the California Community Power Authority- Not to Exceed \$8,286,095]

Please see attached a proposed Resolution approving an increase in the not-to-exceed amount for the general and administrative cost for CleanPowerSF's participation in the California Community Power Authority from \$4,772,710 to a total not-to-exceed amount of \$8,286,095, through December 31, 2048, pursuant to Section 9.118 of the Charter.

The following is a list of accompanying documents:

- Proposed Resolution (Word Doc Version)
- SFPUC Resolution No. 21-0023 (PDF Version)
- SFPUC Resolution No. 23-0139 (PDF Version)
- SFPUC Resolution No. 25-0104 (PDF Version)
- California Community Power Approval of 2025-2026 Budget (PDF Version)
- California Community Power Strategic Business Plan (PDF Version)
- Executed California Community Power Agency Joint Powers Agreement (PDF Version)
- California Public Utilities Commission Decision (PDF Version)

Please contact Jeremy Spitz at jspitz@sfgwater.org if you need any additional information on these items.

Daniel L. Lurie
Mayor

Kate H. Stacy
President

Joshua Arce
Vice President

Avni Jamdar
Commissioner

Stephen E. Leveroni
Commissioner

Meghan Thurlow
Commissioner

Dennis J. Herrera
General Manager

