

Board of Directors Meeting Agenda
January 16, 2020, 2 p.m.
City of Del Mar | Town Hall
1050 Camino Del Mar | Del Mar, CA 92014

CALL TO ORDER & ROLL CALL

FLAG SALUTE

PUBLIC COMMENT

Time is provided so members of the public can address the Board on items that are not listed on the agenda. Speakers are limited to three (3) minutes each. In conformance with the Brown Act, no Board action can occur on items presented during Public Comment. If you desire to speak during Public Comment, fill out a SPEAKER CARD and submit it to the Board Secretary. When you are called to speak, please come forward to the podium and state your name.

BOARD COMMENTS & ANNOUNCEMENTS

PRESENTATIONS

APPROVAL OF MINUTES:

Minutes of the Special Meeting held November 5, 2019

NEW BUSINESS

Item 1: Administrative, Operational and Regulatory Affairs Update

RECOMMENDATION

Receive and file administrative, operational and regulatory affairs update.

Item 2: Clean Energy Alliance CCA Roadmap, Committees and New Member Attraction

RECOMMENDATION

Receive report on Community Choice Aggregation actions, and provide direction regarding committees and new member attraction.

Item 3: Authorize Request for Qualifications for Clean Energy Alliance Technical Consultant Services

RECOMMENDATION

Direct staff to issue a Request for Proposal for Technical Consultant Services.

Item 4: Authorize Request for Proposal for Data Manager/Call Center Services

RECOMMENDATION

Direct staff to issue a Request for Proposal for Data Manager/Call Center Services.

Item 5: Service Agreements with Member Agencies

RECOMMENDATION

Authorize Interim CEO to execute service agreements with Member Agencies at amounts not to exceed.

Item 6: Resolution Designating Authorized Check Signers and Electronic Payment Approvers

RECOMMENDATION

Adopt resolution.

Item 7: Clean Energy Alliance Public Outreach and Marketing

RECOMMENDATION

Receive report on public outreach and marketing efforts and provide direction.

Item 8: Application to Join California Community Choice Association as an Affiliate Member

RECOMMENDATION

1. Authorize the Interim CEO to submit an application to California Community Choice Association (CalCCA) for Clean Energy Alliance to join as an affiliate member.
2. Approve annual CalCCA membership dues of \$1,500.

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURN

NEXT MEETING: February 20, 2020, 2 p.m., City of Solana Beach, City Hall (635 S. Highway 101)

Reasonable Accommodations

Persons with a disability may request an agenda packet in appropriate alternative formats as require by the Americans with Disabilities Act of 1990. Reasonable accommodations and auxiliary aids will be provided to effectively allow participation in the meeting. Please contact the Carlsbad City Clerk's Office at 760-434-2808 (voice), 711 (free relay service for TTY users), 760-720-9461 (fax) or clerk@carlsbadca.gov by noon on the Monday before the Board meeting to make arrangements.

Public Comment

Members of the public may speak on any Authority related item that does not appear on the agenda. State law prohibits the Board from taking action on items not listed on the agenda. Comments requiring follow up will be referred to staff and, if appropriate, considered at a future Board meeting. Members of the public are also welcome to provide comments on agenda items during the portions of the meeting when those items are being discussed. In both cases, a request to speak form must be submitted to the Board Secretary.

Written Comments

To submit written comments to the Board, please contact the Carlsbad City Clerk's office at clerk@carlsbadca.gov or in person at 1200 Carlsbad Village Drive. Written materials related to the agenda that are received by 5:00 p.m. on the day before the meeting will be distributed to the Board in advance of the meeting and posted on the Authority webpage. To review these materials during the meeting, please see the Secretary

**Clean Energy Alliance - Board of Directors
Meeting Minutes
November 5, 2019 - 1:00 p.m.**

**Carlsbad City Hall – City Council Chamber
1200 Carlsbad Village Drive, Carlsbad, CA 92008**

SWEARING IN OF BOARD OF DIRECTORS & ALTERNATES

Carlsbad City Clerk Services Manager Sheila Cobian performed Oath of Office ceremony for Board Member Haviland, Board Member Becker, Alternate Board Member Hegenauer and Board Member Schumacher.

CALL TO ORDER: 1 p.m.

ROLL CALL: Schumacher, Haviland, Becker

FLAG SALUTE

Clerk Services Manager Sheila Cobian led the Pledge of Allegiance.

PUBLIC COMMENT

*Time is provided so members of the public can address the Board on items that are not listed on the agenda. Speakers are limited to three (3) minutes each. In conformance with the Brown Act, no Board action can occur on items presented during Public Comment. If you desire to speak during Public Comment, fill out a **SPEAKER CARD** and submit it to the Board Secretary. When you are called to speak, please come forward to the podium and state your name.*

Gretchen Newsom, representing International Brotherhood of Electrical Workers (IBEW) 569, suggested that the JPA form a Community Advisory Committee.

BOARD COMMENTS & ANNOUNCEMENTS

Board Members Schumacher, Haviland and Becker welcomed everyone to the meeting and spoke about looking forward to working together for a successful future.

NEW BUSINESS

Item 1. Elect Board Chair and Vice Chair

RECOMMENDATION:

That the Board elect a Director to serve as Chair and another Director to serve as Vice Chair through Fiscal Year 2019/2020, pursuant to Section 5.2 of the Clean Energy Alliance (CEA) Joint Powers Agreement (JPA).

City of Del Mar Environmental Sustainability and Special Projects Manager Clem Brown presented the agenda item and reviewed a PowerPoint presentation (on file in the office of the Board Secretary).

Motion by Board Member Becker to appoint Board Member Schumacher to serve as Chair of the Clean Energy Alliance Joint Powers Authority through Fiscal Year 2019/2020. Motion carried unanimously, 3/0.

Motion by Board Member Haviland to appoint Board Member Haviland to serve as Vice Chair of the Clean Energy Alliance Joint Powers Authority through Fiscal Year 2019/2020. Motion carried unanimously, 3/0.

Item 2. Appoint Interim Board Secretary

RECOMMENDATION:

That the Board appoint Sheila Cobian, Clerk Services Manager for the City of Carlsbad, as interim Board Secretary, pursuant to Section 5.3 of the Clean Energy Alliance Joint Powers Agreement.

City of Del Mar Environmental Sustainability and Special Projects Manager Clem Brown introduced the agenda item presented the agenda item and reviewed a PowerPoint presentation (on file in the office of the Board Secretary).

Motion by Chair Schumacher to appoint City of Carlsbad Clerk Services Manager Sheila Cobian to serve as interim Board Secretary, pursuant to Section 5.3 of the Clean Energy Alliance Joint Powers Agreement. Motion carried unanimously, 3/0.

Item 3. Appoint Interim Board Treasurer/Chief Financial Officer and Auditor

RECOMMENDATION:

That the Board appoint Marie Berkuti, Finance Director/Treasurer of the City of Solana Beach, as interim Treasurer/Chief Financial Officer and Auditor, pursuant to Section 5.4 of the Clean Energy Alliance Joint Powers Agreement.

City of Del Mar Environmental Sustainability and Special Projects Manager Clem Brown presented the agenda item and reviewed a PowerPoint presentation (on file in the office of the Board Secretary).

Motion by Board Member Becker to appoint City of Solana Beach Finance Director/Treasurer Marie Berkuti to serve as interim Treasurer/Chief Financial Officer and Auditor, pursuant to Section 5.4 of the Clean Energy Alliance Joint Powers Agreement. Motion carried unanimously, 3/0.

Item 4. Chief Executive Officer – Request for Proposals

RECOMMENDATION:

That the Board direct staff to develop and release a Request for Proposals and return to the Board to select a qualified consultant to serve as Chief Executive Officer for Fiscal Year 2019/2020 at the December Board meeting, pursuant to Section 5.5 of the Clean Energy Alliance Joint Powers Agreement.

City of Solana Beach Assistant City Manager Dan King presented the agenda item and reviewed a PowerPoint presentation (on file in the office of the Board Secretary).

Vice Chair Haviland confirmed with staff that the term Chief Executive Officer is the same as Executive Director.

In response to an inquiry from Chair Schumacher, Mr. King confirmed that staff would be returning to the Board with the responses to the Request for Proposals along with a recommendation in December.

Motion by Board Member Becker to direct staff to develop and release a Request for Proposals and return to the Board to select a qualified consultant to serve as Chief Executive Officer for Fiscal Year 2019/2020 at the December Board meeting, pursuant to Section 5.5 of the Clean Energy Alliance Joint Powers Agreement. Motion carried unanimously, 3/0.

Item 5. Appoint CEA General Counsel

RECOMMENDATION:

That the Board appoint the law firm of Richards, Watson & Gershon as General Counsel, and authorize the Board Chair to execute a Legal Services Agreement in an amount not to exceed \$80,000 for Fiscal Year 2019/2020.

City of Carlsbad Assistant to the City Manager Jason Haber presented the agenda item and reviewed a PowerPoint presentation (on file in the office of the Board Secretary).

Mr. Greg Stepanicich of Richards, Watson & Gershon participated in the meeting via conference call. Mr. Stepanicich expressed his appreciation for the opportunity to participate in the meeting and gave a brief overview of his qualifications to serve as the Clean Energy Alliance General Counsel.

In response to an inquiry from Board Member Becker, Mr. Stepanicich explained that he would be available to attend the Board meetings on Thursdays in person.

Board Member Becker questioned if there was a need for Mr. Stepanicich to attend the meetings in person.

Vice Chair Haviland spoke in support of having Mr. Stepanicich attend the meetings in person.

Chair Schumacher confirmed with Mr. Stepanicich that he would be able to attend the meetings in person provided the meetings take place on Thursdays.

Mr. Stepanicich stated that he would be attending the November 19, 2019 meeting in person.

Motion by Vice Chair Haviland to appoint the law firm of Richards, Watson & Gershon as General Counsel, and authorize the Board Chair to execute a Legal Services Agreement in an amount not to exceed \$80,000 for Fiscal Year 2019/2020. Motion carried unanimously, 3/0.

Item 6. Appoint CEA Regulatory Special Counsel

RECOMMENDATION:

That the Board appoint the law firm of Tosdal APC as Special Regulatory Counsel, and authorize the Board Chair to execute a Legal Services Agreement in an amount not to exceed \$50,000 for Fiscal Year 2019/2020.

City of Solana Beach Assistant City Manager Dan King presented the agenda item and reviewed a PowerPoint presentation (on file in the office of the Board Secretary).

Mr. King introduced Ty Tosdal of Tosdal APC, to provide a brief overview of the firm's qualifications to serve as Special Regulatory Counsel to the JPA.

Motion by Vice Chair Haviland to appoint the law firm of Tosdal APC as Special Regulatory Counsel, and authorize the Board Chair to execute a Legal Services Agreement in an amount not to exceed \$50,000 for Fiscal Year 2019/2020.

Motion carried unanimously, 3/0.

Item 7. Adopt Resolution No. 19-001 Adopting the Conflict of Interest Code

RECOMMENDATION:

That the Board adopt Resolution No. 19-001 Adopting the Conflict of Interest Code pursuant to Government Code Section 87300.

City of Carlsbad Assistant to the City Manager Jason Haber presented the agenda item and reviewed a PowerPoint presentation (on file in the office of the Board Secretary).

Motion by Board Member Becker to adopt Resolution No. 19-001 adopting the Conflict of Interest Code Pursuant to Government Code Section 87300. Motion carried unanimously, 3/0.

Item 8. Adopt Resolution No. 19-002 Setting the Time and Place for Clean Energy Alliance Board Meetings

RECOMMENDATION:

That the Board adopt Resolution No. 19-002 Setting the Time and Place for Clean Energy Alliance Board meetings.

City of Carlsbad Assistant to the City Manager Jason Haber presented the agenda item and reviewed a PowerPoint presentation (on file in the office of the Board Secretary).

Board Member Becker stated that she would prefer a schedule that would allow the meetings to rotate between the City of Carlsbad, Solana Beach and Del Mar.

Chair Schumacher stated she would prefer that all meetings take place on the third Thursday of each month at 2 p.m.

The Board returned the item to staff to prepare a schedule reflecting the desire of the Board to rotate the meeting locations and for the regular meeting dates and times be on the third Thursday of each month at 2 p.m.

Item 9. Review Proposed Implementation Timeline, Overview of Implementation Plan & Statement of Intent and Confirm Implementation Plan Assumptions

RECOMMENDATION:

That the Board review the proposed Clean Energy Alliance Implementation Timeline – Action Items (First Six Months) and overview of the CEA Implementation Plan and Statement of Intent and confirm that the plan’s underlying assumptions are consistent with those identified in the CEA Joint Powers Agreement.

City of Solana Beach Assistant City Manager Dan King presented the agenda item and reviewed a PowerPoint presentation (on file in the office of the Board Secretary).

In response to an inquiry from Chair Schumacher, staff explained that the Board may establish boards, commissions and committees per the agreement and that the Board has the freedom to form any in the best interest of the JPA.

Motion by Vice Chair Haviland confirming the CEA Implementation Plan Statement of Intent underlying assumptions are consistent with those identified in the CEA Joint Powers Agreement. Motion carried unanimously, 3/0.

Item 10. Review Draft FY 2019/2020 Initial Budget and Consider Requests for Member Agency Advances to Fund Initial Costs in the Amount of \$450,000

RECOMMENDATION:

That the Board review the draft Fiscal Year 2019/2020 Clean Energy Alliance initial budget, pursuant to Section 7.3.1 of the CEA Joint Powers Agreement, and consider requesting advances in the amount of \$150,000 from each Member Agency to fund initial costs in the amount of \$450,000, to be repaid from future CEA program revenues, pursuant to Section 7.3.2 of the CEA JPA.

City of Solana Beach Assistant City Manager Dan King presented the agenda item and reviewed a PowerPoint presentation (on file in the office of the Board Secretary).

Motion by Vice Chair Haviland authorizing approval to request advances in the amount of \$150,000 from each Member Agency to fund initial costs in the amount of \$450,000 to be repaid from future CEA program revenues, pursuant to Section 7.3.2 of the CEA JPA. Motion carried unanimously, 3/0.

CLOSING COMMENTS

In response to an inquiry from Board Member Becker, staff stated that members of the public may submit written materials for Distribution to the Board via e-mail at clerk@carlsbadca.gov.

Vice Chair Haviland asked who the Board members should contact should they have any questions.

Mr. King stated that each Board member could contact their staff members from their respective cities.

ADJOURNMENT:

Chair Schumacher adjourned the duly noticed Meeting at 2:08 p.m. and announced that the next meeting would be held on November 19, 2019, at 10 a.m. in the City of Carlsbad City Council Chamber.

Staff Report

DATE: January 16, 2020

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Interim Chief Executive Officer
Ty Tosdal, Special Counsel, Tosdal APC

ITEM 1: Operational, Administrative and Regulatory Affairs Update

RECOMMENDATION:

Receive and file the operational, administrative and regulatory affairs update.

BACKGROUND AND DISCUSSION:

An update will be provided to the Clean Energy Alliance (CEA) Board regarding the status of the operational, administrative and regulatory affairs activities on a regular basis.

OPERATIONAL UPDATE

Implementation Plan & Statement of Intent

At its December 19, 2019 meeting, the CEA Board approved the Community Choice Aggregation (CCA) Implementation Plan and Statement of Intent. The document was submitted to the California Public Utilities Commission (CPUC) for review and certification on December 23, 2019. This date starts the 90-day clock for the CCA registration process. The Implementation Plan was also served on the appropriate CPUC proceeding service lists. The next step will be to develop a draft customer notice to submit to the CPUC Public Advisors Office, which is due by February 21, 2020.

Banking Services Request for Proposal

Pursuant to CEA Board direction of November 11/19/19, a request for proposal for permanent banking services and credit solution was issued on January 15, 2020, with responses due Friday February 7, 2020 and results to be brought to the Board at its February 20, 2020 meeting.

Technical Consultants Request for Qualifications & Data Management Request for Proposal

The CEA Board will consider approval of a Request for Qualifications for Technical Consultant and Request for Proposal for Data Manager/Call Center Services later in today's meeting. The timing of bringing these consulting and professional services on will ensure CEA meets the regulatory compliance and operational requirements to keep its CCA implementation on schedule.

ADMINISTRATIVE UPDATE

Conflict of Interest Code

At its inaugural meeting, the CEA Board approved the Conflict of Interest Code. As required by Government Code, the Conflict of Interest was submitted to the San Diego County Board of Supervisors (BOS) as the code reviewing body. The CEA Conflict of Interest is scheduled for review at the County BOS meeting January 14, 2020 meeting.

Administrative Policies

Staff will be developing administrative policies and bringing them forward for Board consideration, over the next several meetings. These policies include customer confidentiality and privacy, non-energy contracting/procurement policy, as well as policies to ensure appropriate procedures and controls are in place for a new organization.

REGULATORY UPDATE

A regulatory update will be provided to the Board highlighting current CPUC proceedings of interest to CEA.

ATTACHMENTS:

CEA Timeline of Action Items

**Clean Energy Alliance
 Timeline of Action Items**

Timing	Date Completed	Description	Date								
			Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20		
12/19/19	12/19/19	Appoint Interim Executive Director									
12/19/19	12/23/19	Approve & File Implementation Plan & Statement of Intent									
1/16/20		Direction on Banking and Credit Solutions									
1/16/20		Authorize RFP for Technical Consultant to Assist with Regulatory Filings									
1/16/20		Authorize RFP for Data Manager/Call Center									
1/16/20		CEA Public Outreach and Marketing Kickoff									
1/20/20		Issue RFP for Technical Consultant & Data Manager									
2/20/20		Select Financial Institution & Approve Financing Plan									
2/20/20		Select Technical Consultant to Assist with Regulatory Filings									
2/20/20		Select Data Manager									
2/20/20		Staff Develop & Submit Draft Customer Notice to CPUC									
2/20/20		Develop Renewable Portfolio Standards Procurement Plan									
2/20/20		Authorize Execution of Service Agreement with SDG&E									
3/19/20		Post CCA Bond with CPUC									
3/19/20		Execute Service Agreement with SDG&E & Submit to CPUC									
4/16/20		Develop FY 20/21 Staffing Plan									
4/16/20		CEA FY 20/21 Planning and Goal Setting Workshop									
4/23/20		Resource Adequacy Compliance Filing									
5/1/20		Draft CEA FY 20/21 Budget									
6/18/20		Adoption of FY 20/21 Budget									

Staff Report

DATE: January 16, 2020

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Interim Chief Executive Officer

ITEM 2: Clean Energy Alliance Community Choice Aggregation Roadmap, Committees and New Member Attraction Strategy

RECOMMENDATION:

1. Receive report on Community Choice Aggregation Roadmap.
2. Provide direction regarding Clean Energy Alliance (CEA) committees.
3. Provide direction regarding new member attraction strategy.

BACKGROUND AND DISCUSSION:

At its December 19, 2019 meeting, the CEA Board requested an overview of the community choice aggregation roadmap, discussion of role and timing of committees and new member attraction strategy to be placed on this agenda.

Community Choice Aggregation Roadmap

The process to form a community choice aggregation (CCA) program has been established by the California Public Utilities Commission Resolution E-4907 and includes specific action items and timelines to be met. To date, CEA has taken the appropriate actions and met the required timelines.

In parallel with the CCA implementation action items, CEA will also be taking the appropriate administrative actions to establish a new government agency. These include appointing interim staff, approving policies and procedures, and approving initial budgets. To date, CEA has taken the appropriate administrative actions.

Clean Energy Alliance Committees

Members of the CEA Board have expressed interest in considering the establishment of a Citizens Advisory Committee (CAC).

Section 5.9 of the Clean Energy Alliance Joint Powers Authority (JPA) Agreement authorizes the CEA Board to establish committees as it deems appropriate. The purpose of a committee, as stated in the JPA Agreement, is to assist the Board in carrying out its functions and

implementing the CCA program, related energy programs, and the provisions of the JPA Agreement.

Key considerations for establishing a CAC include timing of establishment, purpose/mission of CAC, organizational need and capacity of staff to support the CAC.

New Member Attraction Strategy

The CEA Board has expressed interest in developing a strategy for attracting new members.

Section 2.4 of the CEA JPA Agreement establishes the ability for other cities or counties, within the San Diego Gas and Electric (SDG&E) territory, to become a member of CEA. Those agencies seeking membership would need to have a feasibility study completed that reflects positive financial results, adopt a CCA ordinance pursuant to Public Utilities Code Section 366.2, execute the CEA JPA Agreement and pay its share of the CEA initial costs pursuant to JPA Agreement 7.3.2. These steps would need to be completed prior to October 1, 2020.

The CEA Board may deny membership in CEA if it determines that the addition of the new agency would create an undue risk of financial burden to CEA or the achievement of the Climate Action Plan goals of the current CEA members.

Should new members meet the criteria as established, the CEA Implementation Plan would be amended to reflect the new members and submitted to the California Public Utilities Commission by December 31, 2020 for review and certification. CEA would begin serving customers within the new member agencies during 2022.

Issues to consider when developing a new member attraction strategy include benefits/impacts of climate zone differences and overall load size of CEA, compatibility of goals of CCA between the current member agencies and the new agencies, as well as overall size of the CEA board.

ATTACHMENTS:

None.

Staff Report

DATE: January 16, 2020
TO: Clean Energy Alliance Board of Directors
FROM: Barbara Boswell, Interim Chief Executive Officer
ITEM 3: Authorize Request for Qualifications for Technical Consultant Services

RECOMMENDATION:

Authorize Request for Qualifications for Technical Consultant Services.

BACKGROUND AND DISCUSSION:

Clean Energy Alliance has several activities related to becoming registered as a community choice aggregation (CCA) program and to meet regulatory requirements of a CCA that require the services of a qualified technical consultant. These include preparation and filing of a Renewable Portfolio Standards Procurement Plan, submittal of year-ahead Resource Adequacy forecast (due April 2020), preparation and filing of an Integrated Resource Plan and developing a financial pro forma that can be updated and maintained throughout the year for budgeting and planning purposes, as well as assist with the long-term renewable energy procurement process.

A request for qualifications (RFQ) process is recommended to seek a consultant with the technical expertise to ensure CEA meets the regulatory requirements as established by the California Public Utilities Commission and California Energy Commission.

The proposed RFQ schedule is:

January 20, 2020:	Issue Request for Qualifications
February 10, 2020:	Qualifications proposals due
February 10 – 14:	Evaluate proposals and hold interviews as needed
February 20, 2020:	Board award contract

ATTACHMENTS:

None.

Staff Report

DATE: January 16, 2020
TO: Clean Energy Alliance Board of Directors
FROM: Barbara Boswell, Interim Chief Executive Officer
ITEM 4: Authorize Request for Proposal for Data Management/Call Center Services

RECOMMENDATION:

Authorize Request for Proposal for Data Management/Call Center Services.

BACKGROUND AND DISCUSSION:

Clean Energy Alliance (CEA) requires the services of a 3rd-party provider for data management and call center services. Data management services that CEA needs include working with San Diego Gas & Electric (SDG&E) in planning for and implementing the community choice aggregation (CCA) program, electronic data interchange processes with SDG&E for customer information, billing and payment processing and call center operations for responding to customer inquiries related to CEA products and services and billing.

Bringing the provider early is recommended in light of SDG&E's planned billing system replacement project. An initial meeting with SDG&E regarding its project is scheduled for January 17, 2020. The provider can assist with working with SDG&E to ensure a successful CCA implementation and good customer experience.

The proposed RFP schedule is:

January 20, 2020:	Issue Request for Proposals
February 10, 2020:	Proposals due
February 10 – 14:	Evaluate proposals and hold interviews as needed
February 20, 2020:	Board award contract

ATTACHMENTS:

None.

Staff Report

DATE: January 16, 2020
TO: Clean Energy Alliance Board of Directors
FROM: Barbara Boswell, Interim Chief Executive Officer
ITEM 5: Approve Service Agreements with Member Agencies

RECOMMENDATION:

1. Approve Service Agreements with Carlsbad, Del Mar and Solana Beach for services provided to Clean Energy Alliance, for amounts not to exceed as shown below:
 - a. Carlsbad amount not to exceed: \$65,000
 - b. Del Mar amount not to exceed: \$2,800
 - c. Solana Beach amount not to exceed: \$16,000
2. Authorize the Interim Chief Executive Officer to Execute the Agreements.

BACKGROUND AND DISCUSSION:

The Clean Energy Alliance (CEA) Joint Powers Authority Agreement provides the ability for Member Agencies to provide services to CEA, and for costs associated with those services to be reimbursed by the CEA when it becomes operational. Services being provided by the Member Agencies include:

Carlsbad: Administrative
Interim Board Secretary / Clerk Services (for meetings held at Carlsbad)
Marketing and Communications

Del Mar: Administrative
Clerk Services (for meetings held at Del Mar)

Solana Beach: Administrative
Interim Treasurer
Clerk Services (for meetings held at Solana Beach)
Technical Services for Implementation Plan Preparation and Submittal

The agreements set forth the following terms between the cities and CEA:

Term: November 5, 2019 – June 30, 2024
Scope: As detailed in Exhibit A of the agreements

Reimbursement: Sets not to exceed amount; Member Agencies to submit monthly invoice detailing costs and expenses incurred; Reimbursement for staff time inclusive of salary and benefits, but no overhead charges; Member Agencies will be reimbursed within three years of CCA service commencing.

ATTACHMENTS:

1. Agreement between The Clean Energy Alliance and City of Carlsbad for Administrative, Marketing and Communications, and Board Secretary/Clerk Services
2. Agreement between the Clean Energy Alliance and City of Del Mar for Administrative and Board Secretary/Clerk Services
3. Agreement between the Clean Energy Alliance and City of Solana Beach for Administrative, Treasurer, and Board Secretary/Clerk Services

**AGREEMENT BETWEEN THE CLEAN ENERGY ALLIANCE AND
THE CITY OF CARLSBAD FOR ADMINISTRATIVE, MARKETING AND COMMUNICATIONS AND
BOARD SECRETARY/CLERK SERVICES**

This AGREEMENT, effective November 5, 2019, is by and between the CLEAN ENERGY ALLIANCE, an independent joint powers authority ("Authority"), and the CITY OF CARLSBAD, a municipal corporation ("City") (collectively referred to as the "Parties").

RECITALS:

- A. Authority is an independent joint powers authority duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") with the power to conduct its business and enter into agreements.
- B. Authority is seeking staff assistance from its members to start up its operations and implement a community choice aggregation ("CCA") program.
- C. City has offered to provide certain administrative and marketing/communications services to Authority.
- D. Authority and City desire to enter into an agreement for services and reimbursement upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM

The term of this Agreement shall commence on November 5, 2019, and shall terminate on June 30, 2024 unless terminated earlier as set forth herein. The Agreement may be extended for the period of time mutually agreed by the Parties in writing.

2. SERVICES TO BE PERFORMED

City shall perform the services set forth in **Exhibit "A,"** which is attached hereto and incorporated herein by this reference, for the fiscal year ending June 30, 2020. Any services to be performed after June 30, 2020 shall be subject to a written amendment to this Agreement approved by the Board of Directors of Authority.

3. REIMBURSEMENT FOR SERVICES

City shall be reimbursed for costs described in subsections (b) and (c) below incurred by City for services performed pursuant to this Agreement, in a total amount not to exceed sixty-five thousand dollars (\$65,000.00).

a) City shall provide a monthly invoice to Authority providing a breakdown of the costs and expenses incurred by City in providing services pursuant to this Agreement. For services performed by City employees, the invoice shall provide an itemized breakdown of the time spent by each employee.

- b) City shall be reimbursed for staff time costs inclusive of salaries and benefits, but not overhead charges.
- c) City shall be reimbursed for actual expenses incurred in performing services under this Agreement as agreed upon in advance in writing by Authority's Representative.
- d) Authority shall have no obligation to pay the invoices submitted by City until CCA service is commenced by Authority in which case proper invoices shall be paid within three years after such service is commenced as determined by the Board of Directors of Authority.

4. STANDARD OF CARE

City agrees to perform all services required by this Agreement in a manner commensurate with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement.

5. EMPLOYEES OF CITY NOT EMPLOYEES OF AUTHORITY

Under no circumstances shall the employees of City be considered employees of Authority. City shall be solely responsible and liable for paying all compensation and benefits owed to its employees for the services provided by City under this Agreement.

6. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated November 4, 2019, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. City shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

7. HOLD HARMLESS AND INDEMNIFICATION

Each Party shall defend, indemnify and hold harmless the other Party (including its officers, employees and agents) against any claim, loss or liability arising out of the performance of this Agreement by such Party. Nothing contained herein shall be construed as a waiver of any immunities or defenses that a Party may have under applicable provisions of the law, including the provisions of the California Tort Claims Act (Government Code Section 801 et seq.). This mutual indemnification agreement is adopted pursuant to Government Code Section 895.4 and in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6. This provision shall survive expiration or termination of this Agreement.

8. PROHIBITION AGAINST TRANSFERS

City shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

9. SUBCONTRACTOR APPROVAL

Unless prior written consent from Authority's Representative is obtained, City shall only use its officers and employees in the performance of this Agreement.

10. PARTY REPRESENTATIVES

The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. The City Manager or Assistant City Manager shall represent City in all matters pertaining to the services to be performed under this Agreement.

11. CONFIDENTIAL INFORMATION

City shall maintain in confidence and not disclose to any third party any confidential information or records not subject to disclosure under the California Public Records Act that are prepared or generated by City or provided to City by Authority in the performance of this Agreement.

12. RECORDS

City shall keep and maintain full and complete documentation and accounting records concerning all services performed under this Agreement and shall make such documents and records available to Authority for inspection and copying at any reasonable time. City shall maintain such records for a period of five (5) years following completion of work hereunder. Any reports, data, documents or other records prepared by City for Authority under this Agreement shall be considered the records of Authority and shall not be destroyed without the express written approval of Authority. All financial and accounting records shall be prepared and maintained in accordance with generally accepted accounting principles and all applicable laws.

13. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, addressed as hereinafter provided. Each party may change the address by written notice in accordance with this provision.

All notices, demands, requests, or approvals shall be addressed as follows:

TO AUTHORITY:
Attention: Chief Executive Officer
1200 Carlsbad Village Drive
Carlsbad, CA 92008

TO CITY:
City of Carlsbad
Attention: City Manager
1200 Carlsbad Village Drive
Carlsbad, CA 92008

14. TERMINATION

Either Party may terminate this agreement by providing no less than sixty (60) days' written notice to the other party. Authority shall pay City for services satisfactorily performed up to the effective date of termination. In the event of termination, City, within fourteen (14) days following the date of termination, shall deliver to Authority all records and work products generated by City under this Agreement.

15. COMPLIANCE

City shall comply with all applicable local, state and federal laws.

16. CONFLICT OF LAW

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of San Diego, State of California.

17. WAIVER

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

18. INTEGRATED CONTRACT

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and City.

19. AUTHORITY TO EXECUTE

The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

20. INSERTED PROVISIONS

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

21. CAPTIONS AND TERMS

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.

CITY OF CARLSBAD
A Municipal Corporation

CLEAN ENERGY ALLIANCE
A Joint Powers Authority

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Name: _____

Title: _____

Counsel for Authority

ATTEST:

Authority Clerk

Exhibit A
Scope of Services

The City of Carlsbad shall provide the following services to the Clean Energy Alliance:

1. Interim Board Secretary/Clerk services

2. Interim Marketing and Communications services

3. Board meeting and clerk services when Board meetings are held at the Carlsbad City Hall

**AGREEMENT BETWEEN THE CLEAN ENERGY ALLIANCE AND
THE CITY OF DEL MAR FOR ADMINISTRATIVE SERVICES**

This AGREEMENT, effective November 5, 2019, is by and between the CLEAN ENERGY ALLIANCE, an independent joint powers authority ("Authority"), and the CITY OF DEL MAR, a municipal corporation ("City") (collectively referred to as the "Parties").

RECITALS:

- A. Authority is an independent joint powers authority duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") with the power to conduct its business and enter into agreements.
- B. Authority is seeking staff assistance from its members to start up its operations and implement a community choice aggregation ("CCA") program.
- C. City has offered to provide certain administrative services to Authority.
- D. Authority and City desire to enter into an agreement for services and reimbursement upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM

The term of this Agreement shall commence on November 5, 2019, and shall terminate on June 30, 2024 unless terminated earlier as set forth herein. The Agreement may be extended for the period of time mutually agreed by the Parties in writing.

2. SERVICES TO BE PERFORMED

City shall perform the services set forth in **Exhibit "A,"** which is attached hereto and incorporated herein by this reference, for the fiscal year ending June 30, 2020. Any services to be performed after June 30, 2020 shall be subject to a written amendment to this Agreement approved by the Board of Directors of Authority.

3. REIMBURSEMENT FOR SERVICES

City shall be reimbursed for costs described in subsections (b) and (c) below incurred by City for services performed pursuant to this Agreement, in a total amount not to exceed two thousand, eight hundred dollars (\$2,800.00).

a) City shall provide a monthly invoice to Authority providing a breakdown of the costs and expenses incurred by City in providing services pursuant to this Agreement. For services performed by City employees, the invoice shall provide an itemized breakdown of the time spent by each employee.

b) City shall be reimbursed for staff time costs inclusive of salaries and benefits, but not overhead charges.

c) City shall be reimbursed for actual expenses incurred in performing services under this Agreement as agreed upon in advance in writing by Authority's Representative.

d) Authority shall have no obligation to pay the invoices submitted by City until CCA service is commenced by Authority in which case proper invoices shall be paid within three years after such service is commenced as determined by the Board of Directors of Authority.

4. STANDARD OF CARE

City agrees to perform all services required by this Agreement in a manner commensurate with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement.

5. EMPLOYEES OF CITY NOT EMPLOYEES OF AUTHORITY

Under no circumstances shall the employees of City be considered employees of Authority. City shall be solely responsible and liable for paying all compensation and benefits owed to its employees for the services provided by City under this Agreement.

6. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated November 4, 2019, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. City shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

7. HOLD HARMLESS AND INDEMNIFICATION

Each Party shall defend, indemnify and hold harmless the other Party (including its officers, employees and agents) against any claim, loss or liability arising out of the performance of this Agreement by such Party. Nothing contained herein shall be construed as a waiver of any immunities or defenses that a Party may have under applicable provisions of the law, including the provisions of the California Tort Claims Act (Government Code Section 801 et seq.). This mutual indemnification agreement is adopted pursuant to Government Code Section 895.4 and in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6. This provision shall survive expiration or termination of this Agreement.

8. PROHIBITION AGAINST TRANSFERS

City shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

9. SUBCONTRACTOR APPROVAL

Unless prior written consent from Authority's Representative is obtained, City shall only use its officers and employees in the performance of this Agreement.

10. PARTY REPRESENTATIVES

The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. The City Manager or City Manager’s designee shall represent City in all matters pertaining to the services to be performed under this Agreement. The City Manager shall provide written notice to the Chief Executive Officer if the City’s representative will be a designee of the City Manager.

11. CONFIDENTIAL INFORMATION

City shall maintain in confidence and not disclose to any third party any confidential information or records not subject to disclosure under the California Public Records Act that are prepared or generated by City or provided to City by Authority in the performance of this Agreement.

12. RECORDS

City shall keep and maintain full and complete documentation and accounting records concerning all services performed under this Agreement and shall make such documents and records available to Authority for inspection and copying at any reasonable time. City shall maintain such records for a period of five (5) years following completion of work hereunder. Any reports, data, documents or other records prepared by City for Authority under this Agreement shall be considered the records of Authority and shall not be destroyed without the express written approval of Authority. All financial and accounting records shall be prepared and maintained in accordance with generally accepted accounting principles and all applicable laws.

13. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, addressed as hereinafter provided. Each party may change the address by written notice in accordance with this provision.

All notices, demands, requests, or approvals shall be addressed as follows:

TO AUTHORITY:

Attention: Chief Executive Officer
City of Carlsbad
1200 Carlsbad Village Drive
Carlsbad, CA 92008

TO CITY:

City of Del Mar
Attention: City Manager
1050 Camino Del Mar
Del Mar, CA 92014

14. TERMINATION

Either Party may terminate this agreement by providing no less than sixty (60) days' written notice to the other party. Authority shall pay City for services satisfactorily performed up to the effective date of termination provided that the CCA program is commenced. In the event of termination, City, within fourteen (14) days following the date of termination, shall deliver to Authority all records and work products generated by City under this Agreement.

15. COMPLIANCE

City shall comply with all applicable local, state and federal laws.

16. CONFLICT OF LAW

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of San Diego, State of California.

17. WAIVER

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

18. INTEGRATED CONTRACT

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and City.

19. AUTHORITY TO EXECUTE

The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

20. INSERTED PROVISIONS

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

21. CAPTIONS AND TERMS

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.

CITY OF DEL MAR
A Municipal Corporation

CLEAN ENERGY ALLIANCE
A Joint Powers Authority

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Name: _____

Title: _____

Counsel for Authority

ATTEST:

Authority Clerk

Exhibit A
Scope of Services

The City of Del Mar shall provide the following services to the Clean Energy Alliance:

1. Board meeting and clerk services when Board meetings are held at the Del Mar City Hall.

G

**AGREEMENT BETWEEN THE CLEAN ENERGY ALLIANCE AND
THE CITY OF SOLANA BEACH FOR ADMINISTRATIVE AND FISCAL SERVICES**

This AGREEMENT, effective November 5, 2019, is by and between the CLEAN ENERGY ALLIANCE, an independent joint powers authority ("Authority"), and the CITY OF SOLANA BEACH, a municipal corporation ("City") (collectively referred to as the "Parties").

RECITALS:

- A. Authority is an independent joint powers authority duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") with the power to conduct its business and enter into agreements.
- B. Authority is seeking staff assistance from its members to start up its operations and implement a community choice aggregation ("CCA") program.
- C. City has offered to provide certain administrative and financial services to Authority.
- D. Authority and City desire to enter into an agreement for services and reimbursement upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM

The term of this Agreement shall commence on November 5, 2019, and shall terminate on June 30, 2024 unless terminated earlier as set forth herein. The Agreement may be extended for the period of time mutually agreed by the Parties in writing.

2. SERVICES TO BE PERFORMED

City shall perform the services set forth in **Exhibit "A,"** which is attached hereto and incorporated herein by this reference, for the fiscal year ending June 30, 2020. Any services to be performed after June 30, 2020 shall be subject to a written amendment to this Agreement approved by the Board of Directors of Authority.

3. REIMBURSEMENT FOR SERVICES

City shall be reimbursed for costs described in subsections (b) and (c) below incurred by City for services performed pursuant to this Agreement, in a total amount not to exceed _____ thousand dollars (\$____,000.00).

a) City shall provide a monthly invoice to Authority providing a breakdown of the costs and expenses incurred by City in providing services pursuant to this Agreement. For services performed by City employees, the invoice shall provide an itemized breakdown of the time spent by each employee.

b) City shall be reimbursed for staff time costs inclusive of salaries and benefits, but not overhead charges.

c) City shall be reimbursed for actual expenses incurred in performing services under this Agreement as agreed upon in advance in writing by Authority's Representative.

d) Authority shall have no obligation to pay the invoices submitted by City until CCA service is commenced by Authority in which case proper invoices shall be paid within three years after such service is commenced as determined by the Board of Directors of Authority.

4. STANDARD OF CARE

City agrees to perform all services required by this Agreement in a manner commensurate with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement.

5. EMPLOYEES OF CITY NOT EMPLOYEES OF AUTHORITY

Under no circumstances shall the employees of City be considered employees of Authority. City shall be solely responsible and liable for paying all compensation and benefits owed to its employees for the services provided by City under this Agreement.

6. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated November 4, 2019, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. City shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

7. HOLD HARMLESS AND INDEMNIFICATION

Each Party shall defend, indemnify and hold harmless the other Party (including its officers, employees and agents) against any claim, loss or liability arising out of the performance of this Agreement by such Party. Nothing contained herein shall be construed as a waiver of any immunities or defenses that a Party may have under applicable provisions of the law, including the provisions of the California Tort Claims Act (Government Code Section 801 et seq.). This mutual indemnification agreement is adopted pursuant to Government Code Section 895.4 and in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6. This provision shall survive expiration or termination of this Agreement.

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9. SUBCONTRACTOR APPROVAL

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10. PARTY REPRESENTATIVES

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11. CONFIDENTIAL INFORMATION

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12. RECORDS

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13. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, addressed as hereinafter provided. Each party may change the address by written notice in accordance with this provision.

All notices, demands, requests, or approvals shall be addressed as follows:

TO AUTHORITY:

Attention: Chief Executive Officer
City of Carlsbad City Hall
1200 Carlsbad Village Drive
Carlsbad, CA 92008

TO CITY:

City of Solana Beach
Attention: City Manager
City Hall 635 S. HWY 101
Solana Beach, CA 92075

14. TERMINATION

Either Party may terminate this agreement by providing no less than sixty (60) days' written notice to the other party. Authority shall pay City for services satisfactorily performed up to the

effective date of termination provided that the CCA program is commenced. In the event of termination, City, within fourteen (14) days following the date of termination, shall deliver to Authority all records and work products generated by City under this Agreement.

15. COMPLIANCE

City shall comply with all applicable local, state and federal laws.

16. CONFLICT OF LAW

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of San Diego, State of California.

17. WAIVER

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

18. INTEGRATED CONTRACT

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and City.

19. AUTHORITY TO EXECUTE

The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

20. INSERTED PROVISIONS

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

21. CAPTIONS AND TERMS

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.

CITY OF SOLANA BEACH
A Municipal Corporation

CLEAN ENERGY ALLIANCE
A Joint Powers Authority

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Name: _____

Title: _____

Counsel for Authority

ATTEST:

Authority Clerk

Exhibit A
Scope of Services

The City of Solana Beach shall provide the following services to the Clean Energy Alliance:

1. Interim Fiscal Agent/Treasurer services

2. Board meeting and clerk services when Board meetings are held at the Solana Beach City Hall

3. Use of Solana Energy Alliance consultants for projects or activities approved by the Authority's Board of Directors

G

Staff Report

DATE: January 16, 2020
TO: Clean Energy Alliance Board of Directors
FROM: Barbara Boswell, Interim Chief Executive Officer
ITEM 6: Adopt Resolution Designating Authorized Check Signers and Approve Electronic Payments

RECOMMENDATION:

Adopt a Resolution designating those authorized to sign checks and approve electronic payments on behalf of the Clean Energy Alliance.

BACKGROUND AND DISCUSSION:

Pursuant to the Clean Energy Alliance (CEA) Joint Powers Agreement, Section 5.4, and Government Code Section 6505.5, the CEA Board appointed Marie Berkuti as its Interim Treasurer on November 5, 2019, and subsequently authorized the establishment of an account at Union Bank for the deposit and disbursement of CEA funds.

As part of the process of establishing the account, it is recommended the CEA Board authorize the following to sign checks and approve electronic payments:

Board Chair
Board Vice Chair
Chief Executive Officer
Treasurer

It is further recommended, for internal control purposes, the CEA Board require two signatures on checks and to authorize electronic payments.

ATTACHMENTS:

1. Resolution Designating Authorized Check Signers and Approvers for Electronic Payments

CLEAN ENERGY ALLIANCE
RESOLUTION NO. _____

A RESOLUTION OF THE CLEAN ENERGY ALLIANCE
DESIGNATING AUTHORIZED CHECK SIGNERS AND ELECTRONIC PAYMENT
AUTHORIZERS

WHEREAS, the Clean Energy Alliance (CEA) is a joint powers agency, formed in November 2019, by founding members cities of Carlsbad, Del Mar and Solana Beach; and

WHEREAS, Pursuant to Government Code Section 6505.5, CEA has designated a treasurer; and

WHEREAS, CEA has authorized the treasurer to establish an account with a financial institution for deposit of funds and payment of warrants and invoices; and

WHEREAS, CEA desires to designate those authorized to sign checks and authorize electronic payments.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Clean Energy Alliance, as follows:

Section 1. The Board of Directors of the Clean Energy Alliance hereby designates the following as authorized to sign checks and authorize electronic payments:

Board Chair
Board Vice Chair
Chief Executive Officer
Treasurer

Section 2. A minimum of two authorized signers are required to approve disbursement of CEA funds.

The foregoing Resolution was passed and adopted this _____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Cori Schumacher, Chair

ATTEST:

Sheila Cobian, Board Secretary

Staff Report

DATE: January 16, 2020
TO: Clean Energy Alliance Board of Directors
FROM: Barbara Boswell, Interim Chief Executive Officer
ITEM 6: Clean Energy Alliance Public Outreach and Marketing Update

RECOMMENDATION:

Receive report on status of Clean Energy Alliance public outreach and marketing efforts and provide direction on further development of marketing materials.

BACKGROUND AND DISCUSSION:

As part of its support in establishing Clean Energy Alliance, the City of Carlsbad has engaged NV5 to provide the initial public outreach and marketing services. These services include developing the CEA brand and creating the CEA website and establishing email addresses.

Staff now seeks CEA Board input as we move into the next phase of developing its public outreach and marketing materials.

ATTACHMENTS:

None.

Staff Report

DATE: January 16, 2020

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Interim Chief Executive Officer

ITEM 6: Authorize Application to Join California Community Choice Association as an Affiliate Member

RECOMMENDATION:

1. Authorize the Interim Chief Executive Officer to submit application to join the California Community Choice Association as an Affiliate Member.
2. Authorize payment of \$1,500 Membership Dues.

BACKGROUND AND DISCUSSION:

California Community Choice Association (CalCCA) is the professional association of community choice aggregation (CCA) programs within the state. At its meeting November 19, 2019, Beth Vaughan, Executive Director of CalCCA made a presentation to the CEA Board regarding the activities and benefits of membership in CalCCA.

As a prospective CCA, CEA may join CalCCA as an affiliate member, which provides access to educational sessions and materials, regulatory and marketing support, and attendance at CalCCA business meetings as non-voting members. Affiliate memberships dues are currently set at \$1,500 annually and was included in the approved FY 19/20 CEA budget.

ATTACHMENTS:

None.