

**Board of Directors Regular Meeting Agenda
May 25, 2023, 2:00 p.m.
City of Oceanside, Council Chamber
300 North Coast Hwy, Oceanside CA 92054**

Members of the public can observe the livestream of the meeting via Zoom by clicking:

<https://us06web.zoom.us/j/81376410530>

or telephonically by dialing:

(253) 215-8782

Meeting ID: 813 7641 0530

Members of the public can provide public comment in writing or orally in person as follows:

Written Comments: If you are unable to participate in person and you wish to make a comment, you may submit written comments prior to and during the meeting via email to: Secretary@thecleanenergyalliance.org. All written comments will be posted online and become part of the meeting record. To ensure announcement of receipt of your written comments during the meeting, please submit all written comments by 12:00pm prior to the commencement of the meeting. Public comments received in writing will not be read aloud at the meeting.

Oral Comments: Members of the public can address the Board on items on the agenda at the time the item is being addressed or during Public Comments for topics 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.

To make oral comments please 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. To address the Board regarding an item on the agenda, please fill out a speaker card and submit it to the Board Secretary before the Board Chair announces the item.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

BOARD COMMENTS & ANNOUNCEMENTS

PRESENTATIONS

San Diego Gas & Electric Presentation on Proposed Flat Rate Delivery Charges

PUBLIC COMMENT

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. To address the Board regarding an item on the agenda, please fill out a speaker card and submit it to the Board Secretary before the Board Chair announces the item.

APPROVAL OF MINUTES

March 30, 2023 – Regular Meeting

Consent Calendar

Item 1: Clean Energy Alliance Treasurer’s Report for February 2023

RECOMMENDATION

Receive and file Clean Energy Alliance Treasurer’s Report for February 2023.

Item 2: Clean Energy Alliance Treasurer’s Report for March 2023

RECOMMENDATION

Receive and file Clean Energy Alliance Treasurer’s Report for March 2023.

Item 3: Consider Approval of Execution of Memorandum of Understanding with Jubilant One Escondido, LLC and Jubilant One San Marcos for Partnership in Applying for US Department of Transportation Charging and Fueling Infrastructure Grant

RECOMMENDATION

Approve execution of Memorandum of Understanding with Jubilant One Escondido and Jubilant One San Marcos for Partnership in applying for US Department of Transportation Charging and Fueling Infrastructure Grant and authorize Chief Executive Officer to sign all documents, subject to General Counsel Approval.



Item 4: Consider Approval of Resolution No. 2023-004 Setting Time and Place for Clean Energy Alliance Regular Board Meetings July 2023 – June 2024

RECOMMENDATION

Approve Resolution No. 2023-004 setting time and place for Clean Energy Alliance Regular Board Meetings July 2023 – June 2024.

Item 5: Clean Energy Alliance Chief Executive Officer Operational Report and Special Counsel Regulatory Report

RECOMMENDATION

Receive Clean Energy Alliance Chief Executive Officer Operational Report and Special Counsel Regulatory Report.

Item 6: Consider Appointment of Tracy Reed to City of Escondido Community Advisory Committee for Term Ending December 31, 2025.

RECOMMENDATION

Appoint Tracy Reed to City of Escondido Community Advisory Committee for term ending December 31, 2025.

New Business

Item 7: Consider Approval of Agreement with Alliance Resource Consulting for Chief Executive Officer Recruitment and Recruitment Process

RECOMMENDATION

- 1) Approve agreement with Alliance Resource Consulting for Chief Executive Officer Recruitment, for an amount not to exceed \$32,000 and authorize Board Chair to execute all documents, subject to General Counsel Approval.
- 2) Approve Chief Executive Officer Recruitment Process.

Item 8: Review Proposed Fiscal Year 2023/24 Budget and Schedule Adoption for June 29, 2023 Regular Clean Energy Alliance Board Meeting

RECOMMENDATION

Review proposed Fiscal Year 2023/24 Budget and Schedule Adoption for June 29, 2023, Regular Clean Energy Alliance Board Meeting.



Item 9: Consider Approval of Clean Energy Alliance Employee Handbook, Drug and Alcohol Policy and Employee Benefits Policy

RECOMMENDATION

- 1) Approve Clean Energy Alliance Employee Handbook.
- 2) Approve Clean Energy Alliance Drug and Alcohol Policy.
- 3) Approve Clean Energy Alliance Benefits Policy.

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

NEXT MEETING: Regular Board Meeting June 29, 2023, City of Oceanside, 300 North Coast Highway, Oceanside, CA 92054

If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act (“ADA”), please contact Secretary@thecleanenergyalliance.org prior to the meeting for assistance.

**Clean Energy Alliance - Board of Directors
Regular Meeting Minutes
March 30, 2023, 2:00 p.m.
City of Oceanside, Council Chamber
300 North Coast Hwy, Oceanside CA 92054**

CALL TO ORDER: Chair Druker called to order the regular meeting of the Clean Energy Alliance at 2:03 p.m.

ROLL CALL: Board Members: Bhat-Patel, Garcia, Joyce, Zito, Vice Chair Musgrove, Chair Druker
Board Member Melendez arrived at 2:05 p.m.

FLAG SALUTE: Board Member Joyce led the flag salute.

BOARD COMMENTS & ANNOUNCEMENTS: Board Member Joyce welcomed all to the City of Oceanside.

PRESENTATIONS: None

PUBLIC COMMENT: Rob Howard addressed the Board with a welcome to Oceanside.

APPROVAL OF MINUTES

January 26, 2023
February 23, 2023

Motion by Vice Chair Musgrove, second by Member Bhat-Patel, to approve the minutes of the January 26, 2023, and February 23, 2023, regular meetings.

Motion carried unanimously, 5/0 with Members Garcia and Joyce abstaining.

Consent Calendar

Item 1: Clean Energy Alliance Treasurer's Report for January 2023

RECOMMENDATION

Receive and file Clean Energy Alliance Treasurer's Report for January 2023.

Item 2: Declare Clean Energy Alliance Community Advisory Committee Vacancy for the City of Escondido for Term Ending December 2025

RECOMMENDATION

Declare Community Advisory Committee vacancy for the City of Escondido for term ending December 2025 and direct application period to be open March 31 – April 30, 2023, and return with recommendation for appointment May 25, 2023.

Item 3: Consider approval of Professional Services Agreements with Tripepi Smith for Communications and Marketing Services through June 30, 2025, and Keyes and Fox Legal Services through June 30, 2024

RECOMMENDATION

- 1.) Approve Professional Services Agreements with Tripepi Smith for Communications and Marketing Services, for a not to exceed amount of \$180,000 for each fiscal year, 2023/24 and FY 2024/25 and authorize the Chief Executive Officer to execute all documents, subject to General Counsel approval.
- 2.) Approve Legal Services Agreement with Keyes and Fox for a not to exceed amount of \$112,500 for FY 2022/23 and \$100,000 for FY 2023/24 and authorize the Chief Executive Officer to execute all documents, subject to General Counsel approval.

Item 4: Consider Approval of Revision of Clean Energy Alliance Policy No. CEA-020 Establishing Terms for Community Advisory Committee Chair and Vice Chair

RECOMMENDATION

Approve revision to Clean Energy Alliance Policy No. CEA-020, Establishing Terms for Community Advisory Committee Chair and Vice Chair

Item 5: Consider Canceling Regular Clean Energy Alliance Regular Board Meeting April 27, 2023

RECOMMENDATION

Cancel the regular Clean Energy Alliance Board meeting April 27, 2023.

Motion by Member Melendez, second by Vice Chair Musgrove, to approve the Consent Calendar. Motion carried unanimously, 7/0.

Public Hearing

Item 6: Consider amending Clean Energy Alliance's Rate Schedule to add rate EV-HP Effective April 1, 2023

RECOMMENDATION

1. Conduct the Public Hearing: Open the Public Hearing, Receive Public Testimony, close the Public Hearing.
2. Approve amendment to Clean Energy Alliance's Rate Schedule to add EV-HP effective April 1, 2023.

Chair Druker opened the public hearing and Interim Board Secretary Caputo reported on the notices. CEO Boswell presented the item noting that CEA does not currently offer the rate EV-high power (EV-HP). With the expansion into Escondido and San Marcos, there are customers being served on this rate and adding the rate will allow CEA to serve customers on this same rate.

Board comments and questions included confirmation of automatic enrollment unless an affirmative action not to join CEA is taken; confirmation of a slight positive measurable financial impact and confirmation that all customers have the same opportunity to opt up or down.

Chair Druker closed the public hearing.

Motion by Vice Chair Musgrove, second by Board Member Bhat-Patel, to conduct the Public Hearing and approve amendment to Clean Energy Alliance's Rate Schedule to add EV-HP effective April 1, 2023.

Motion carried unanimously, 7/0

Item 7: Consider Approval of Resolution No. 2023-003 Approving Credit Agreement Amendment and Fee Agreement with JP Morgan Increasing Line of Credit from \$15M to \$25M

RECOMMENDATION

- 1.) Adopt Resolution No. 2023-003 approving credit agreement amendment with JPMorgan, in a form substantially as attached, increasing line of credit from \$15M to \$25M and authorize the Chief Executive Officer to execute all documents, subject to Special Counsel and General Counsel approval; and
- 2.) Approve related Fee Agreement with JPMorgan and authorize Chief Executive Officer to execute all documents, subject so Special Counsel and General Counsel approval.

CEO Boswell presented the item noting that near-term temporary cash flow needs, and procurement collateral requirements related to expansion to Oceanside and Vista require an increase to the JPMorgan Credit and Fee Agreements.

Chair Druker commented that he previously recused himself from items related to JPMorgan due to a potential conflict of interest regarding JPMorgan and his employment and that any potential conflict of interest no longer exists.

Member Joyce inquired about a reduction in credit line following the expansion.

CEO Boswell commented that the funds would be used for near-term cash flow and procurement needs, noting that as a new business without a lot of credit history the requirement for upfront cash deposit or a letter of credit is common with suppliers. Public Finance Attorney Rudy Salo commented that should the need to reduce the line of credit arise provisions exist in the credit agreement to provide that.

Alan Soto addressed the Board regarding interest rates on the credit line.

Motion by Member Zito, second by Vice Chair Musgrove, to approve Resolution No. 2023-003 approving the Credit Agreement Amendment and Fee Agreement with JP Morgan increasing Line of Credit from \$15M to \$25M.

Motion carried unanimously, 7/0

Item 8: Provide Input into Priorities to be Considered in Developing the Draft Fiscal Year 2023/24 Budget to be Presented to the Clean Energy Alliance Board at the Public Hearing May 25, 2023, and Consider Appointment of Board Subcommittee for Chief Executive Officer Recruitment

RECOMMENDATION

- 1) Provide input into priorities to be considered in developing the draft Fiscal Year 2023/24 budget to be presented to the Clean Energy Alliance Board at the Public Hearing May 25, 2023.
- 2) Appoint Board Subcommittee for Chief Executive Officer Recruitment.

CEO Barbara Boswell gave an overview of the item noting identified budget priorities including ensuring financial stability; meeting regulatory compliance; successful expansion to Escondido and San Marcos; recruitment of locally based CEO; and subcommittee appointment for CEO recruitment.

Addressing the Board was Rob Howard.

Board comments and questions included the importance of consistency and leadership; commending CEO Boswell for all her hard work and effort reaching out to the communities; and including community in recruitment process of the next CEO; and CEO Subcommittee appointments.

Motion by Vice Chair Musgrove, second by Member Bhat-Patel, to approve the recommended action and the appointment of Members Kristie Becker, Katie Melendez, and Chair Druker to the Board Subcommittee for Chief Executive Officer Recruitment.

Motion carried unanimously, 7/0

Item 9: Clean Energy Alliance Chief Executive Officer Operational, Administrative, General Counsel Brown Act Update and Regulatory Affairs Update

RECOMMENDATION

Receive and file Community Choice Aggregation Update Report from Chief Executive Officer, General Counsel Brown Act Update, and Regulatory Affairs Report from Special Counsel Tosdal APC.

CEO Boswell provided an update including the myriad of presentations given regarding CEA; and opt-out stats. General Counsel Johanna Canlas provided a Brown Act update.

Regulatory Counsel Tosdal provided an update on items including Resource Adequacy proceedings; the past winter's spike in natural gas prices; Diablo Canyon; and Provider of Last Resort (POLR) proceedings.

Board received and filed report.

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS: None.

ADJOURN: Chair Druker adjourned the meeting at 4:10 p.m.

Susan Caputo, MMC
Interim Board Secretary



Staff Report

DATE: May 25, 2023

TO: Clean Energy Alliance Board of Directors

FROM: Andy Stern, Interim Chief Financial Officer/Treasurer

ITEM 1: Clean Energy Alliance Treasurer's Report

RECOMMENDATION

Receive and File Clean Energy Alliance (CEA) Interim Treasurer's Report for February 2023.

BACKGROUND AND DISCUSSION

This report provides the Board with the following financial information through February 28, 2023:

- Statement of Financial Position (Unaudited and preliminary) – Reports assets, liabilities, and financial position of the CEA as of February 28, 2023.
- Statement of Revenues, Expenses and Changes in Net Position (Unaudited and preliminary) for the twelve months ended February 28, 2023.
- Budget to Actuals Comparison Schedule (Unaudited and preliminary) – Reports actual revenues and expenditures compared to the annual amended budget as of February 28, 2023.
- List of Payments Issued – Reports payments issued for February 2023.

As of February 28, 2023, liabilities represent invoices and estimated accruals for energy and services received but not yet paid. The noncurrent liabilities relate to debt with JPMorgan as well as amounts due to the member cities of Carlsbad, Del Mar and Solana Beach. CEA is currently making interest only payments on the debt from JPMorgan. The amounts due to the member agency were for start-up costs and services provided to CEA for the period December 2019 to June 2020. These invoices are scheduled to be paid three years from the time CEA is operational.

CLEAN ENERGY ALLIANCE
STATEMENT OF NET POSITION
As of February 28, 2023

ASSETS

Current assets

Cash and cash equivalents	\$ 3,196,703
Accounts receivable, net of allowance	6,147,069
Accrued revenue	2,553,908
Other receivables	29,014
Prepaid expenses	2,764,722
Deposits	<u>54,000</u>
Total current assets	14,745,416

Noncurrent assets

Restricted cash	227,000
Deposits	<u>1,115,000</u>
Total noncurrent assets	<u>1,342,000</u>
Total assets	<u>16,087,416</u>

LIABILITIES

Current liabilities

Accrued cost of electricity	7,450,399
Accounts payable	284,495
Other accrued liabilities	601,552
Interest payable	87,257
Bank note payable	<u>5,000,000</u>
Total current liabilities	<u>13,423,703</u>

Noncurrent liabilities

Due to member agencies	504,017
Bank note payable	<u>8,820,000</u>
Total noncurrent liabilities	<u>9,324,017</u>
Total liabilities	<u>22,747,720</u>

NET POSITION

Unrestricted (deficit)	<u>(6,660,304)</u>
Total net position	<u>\$ (6,660,304)</u>

These financial statements have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

CLEAN ENERGY ALLIANCE
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
Eight Months ended February 28, 2023

OPERATING REVENUES	
Electricity sales, net	\$ 48,264,039
OPERATING EXPENSES	
Cost of electricity	49,065,656
Contract services	1,646,120
Other operating expenses	105,600
Total operating expenses	<u>50,817,376</u>
Operating income (loss)	<u>(2,553,337)</u>
NONOPERATING REVENUES (EXPENSES)	
Grant income - CAPP	279,489
Interest income	35,530
Interest expense	<u>(647,991)</u>
Nonoperating revenues (expenses), net	<u>(332,972)</u>
CHANGE IN NET POSITION	(2,886,309)
Net position at beginning of period	<u>(3,773,995)</u>
Net position at end of period	<u>\$ (6,660,304)</u>

These financial statements have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

BUDGET TO ACTUALS COMPARISON SCHEDULE

At its June 30, 2022, board meeting, the CEA Board approved the Fiscal Year (FY) 2022/23 budget approving \$76,745,240 in total operating and nonoperating expenses. In February 2023, the CEA Board approved a budget amendment that increased overall expenditures by \$14,165,749. For the year-to-date, \$51,465,000 has been expended. Revenues for the year-to-date reached \$48,264,000. The overall change in net position (ignoring loan proceeds) for the year-to-date was a decrease of \$2,886,000.

The Budget to Actuals Comparison Schedules as of February 28, 2023, is shown on the next page.

CLEAN ENERGY ALLIANCE
BUDGETARY COMPARISON SCHEDULE
Eight Months ended February 28, 2023

	AMENDED ANNUAL BUDGET	YEAR-TO- DATE ACTUAL	AMENDED BUDGET REMAINING
Operating Revenues			
Energy Sales	\$ 96,825,523	48,264,039	\$ 48,561,484
Total Operating Revenue	96,825,523	48,264,039	48,561,484
Operating Expenses			
Power Supply	86,635,982	49,065,656	37,570,326
Data Manager / Call Center	1,151,180	568,949	582,231
Staffing/Consultants	382,900	196,372	186,528
Legal Services	335,000	204,647	130,353
Professional Services	1,002,100	588,960	413,140
Audit Services	10,000	8,900	1,100
Software & Licenses	18,800	10,300	8,500
Membership Dues	121,000	79,426	41,574
Printing	55,000	29,583	25,417
Postage	80,000	42,910	37,090
Advertising	15,000	5,798	9,202
Travel Expenses	3,500	3,299	201
Office Rent	1,080	592	488
Insurance	30,000	9,764	20,236
Bank Fees	4,000	2,220	1,780
Total Operating Expenses	89,845,542	50,817,376	39,028,166
Operating Income (Loss)	6,979,981	(2,553,337)	9,533,318
Non-Operating Revenues (Expenses)			
Grant Income - CAPP	-	279,489	(279,489)
Interest Income	50,000	35,530	14,470
Interest Expense	(1,065,447)	(647,991)	(417,456)
Total Non-Operating Revenues (Expenses)	(1,015,447)	(332,972)	(682,475)
Net Increase (Decrease) in Available Fund Balance	\$ 5,964,534	\$ (2,886,309)	\$ 8,850,843

These financial statements have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

LIST OF PAYMENTS ISSUED

The report on the following page provides the detail of payments issued by CEA for February 2023. All payments were within the approved budget.

**Clean Energy Alliance
PAYMENTS ISSUED DURING FEBRUARY 2023**

<u>Date</u>	<u>Type</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
02/01/2023	ACH/CK	Neyenesch Printers	NEW MOVE Postcard Mailing - 1/11 - 1/18	276.01
02/03/2023	ACH/CK	Burke, Williams & Sorensen, LLP	FEES FOR PROFESSIONAL SERVICES RENDERED	5,122.14
02/03/2023	ACH/CK	Keyes & Fox LLP	December 2022 - Professional Services	6,644.75
02/03/2023	ACH/CK	Marie Marron Berkuti	July & August 2022 - Interim Treasurer/CFO Services	15,400.73
02/03/2023	ACH/CK	STERN, ANDREW	CFO Services - December 22, 2022 - January 21, 2023	3,750.00
02/03/2023	ACH/CK	USPS	February 2023 - Postage Payment	5,250.50
02/03/2023	ACH/CK	Multiple Customers	NEM Cash Out	1,165.99
02/06/2023	WIRE	DYNEGY	Capacity Purchases - March 2023	220,000.00
02/06/2023	ACH/CK	Neyenesch Printers	CEA Enrollment Notice 1&2 Postcard Printing	10,376.19
02/06/2023	ACH/CK	The Coast News Group	CNI AD	300.00
02/06/2023	Wire	THE ENERGY AUTHORITY	January 2023 - CAISO Weekly Settlement	199,522.06
02/07/2023	ACH/CK	Calpine Energy Solutions	December 2022 Services	71,058.00
02/07/2023	ACH/CK	USPS	February 2023 - Postage Payment	119.28
02/07/2023	ACH/CK	USPS	February 2023 - Postage Payment	5,220.65
02/08/2023	ACH/CK	The Bayshore Consulting Group,	January 2023 - CEO, Clerk Services & Reimbursable	17,657.72
02/10/2023	ACH/CK	Lupa Affairs Llc	January 2023 - Professional Service	5,022.50
02/10/2023	ACH/CK	Tripepi, Smith & Associates, Inc.	January 2023 - Communications and Marketing	12,012.33
02/10/2023	ACH/CK	USPS	February 2023 - Postage Payment	5,289.54
02/10/2023	ACH/CK	USPS	February 2023 - Postage Payment	2,014.65
02/13/2023	Wire	DYNEGY	Capacity Purchases - April 2023	220,000.00
02/13/2023	Wire	THE ENERGY AUTHORITY	January 2023 - CAISO Weekly Settlement	235,182.15
02/14/2023	ACH/CK	OneStream Networks, LLC	January 2023 - Telephone	344.60
02/15/2023	ACH/CK	Neyenesch Printers	NEW MOVE Postcard Mailing - 1/25 - 2/1	273.89
02/17/2023	ACH/CK	Maher Accountancy	Accounting, cash disbursements - February 2023	7,500.00
02/20/2023	ACH/CK	USPS	February 2023 - Postage Paymen	173.05
02/21/2023	ACH/CK	Braun Blasing Smith Wynne	December 2022 - Professional Services - General	1,584.14
02/21/2023	Wire	SDG&E (Procurement)	Jan-23 Resource Adequacy Sales	108,763.50
02/21/2023	Wire	SDG&E (Procurement)	Jan-23 Resource Adequacy Sales - MCAM	63,527.30
02/21/2023	Wire	SDG&E (Procurement)	January-2023 REC Sales	338,977.65
02/21/2023	Wire	SEMPRA	January 2023 - Capacity Purchases	517,400.00
02/21/2023	ACH/CK	The Coast News Group	CNI AD	300.00
02/21/2023	Wire	THE ENERGY AUTHORITY	January 2023 - CAISO Weekly Settlement	120,514.02
02/22/2023	ACH/CK	Tosdal APC	December 2022 - Regulatory Services	12,318.50
02/24/2023	ACH/CK	San Elijo Life	Banner Advertisement for a 12-month contract at	100.00
02/27/2023	Wire	Powerex	Transactions for the Period of February 2023	143,541.67
02/27/2023	Wire	Resi Station LLC	Proxy Demand Response CEA Jan2023	1,530.00
02/27/2023	Wire	THE ENERGY AUTHORITY	February 2023 - CAISO Weekly Settlement	49,300.65
02/27/2023	ACH/CK	THE ENERGY AUTHORITY	January 2023 - Resource Management Monthly Fees	11,700.00
02/27/2023	ACH/CK	USPS	February 2023 - Postage Payment	5,178.89
02/28/2023	ACH/CK	Neyenesch Printers	EN#1 Eng and EN#1_Span Postcard Mailing	2,401.58
02/28/2023	ACH/CK	Tripepi, Smith & Associates, Inc.	January 2023 - Email: Management Support	522.20
Total for Operating Account				2,427,336.83
02/23/2023	Lockbox	Exelon Generation Company,LLC	December 2022 - Power Purchase	1,669,078.42
02/23/2023	Lockbox	Morgan Stanley Capital Group, Inc.	January 2023 - Energy Purchase	1,630,111.99
02/23/2023	Lockbox	Shell Oil North America	December 2022 - Energy purchase	278,984.55
Total for Lockbox Account				3,578,174.96

FISCAL IMPACT

There is no fiscal impact associated with this report.



Staff Report

DATE: May 25, 2023

TO: Clean Energy Alliance Board of Directors

FROM: Andy Stern, Interim Chief Financial Officer/Treasurer

ITEM 2: Clean Energy Alliance Treasurer's Report

RECOMMENDATION

Receive and File Clean Energy Alliance (CEA) Interim Treasurer's Report for March 2023.

BACKGROUND AND DISCUSSION

This report provides the Board with the following financial information through March 31, 2023:

- Statement of Financial Position (Unaudited and preliminary) – Reports assets, liabilities, and financial position of the CEA as of March 31, 2023.
- Statement of Revenues, Expenses and Changes in Net Position (Unaudited and preliminary) for the twelve months ended March 31, 2023.
- Budget to Actuals Comparison Schedule (Unaudited and preliminary) – Reports actual revenues and expenditures compared to the annual amended budget as of March 31, 2023.
- List of Payments Issued – Reports payments issued for March 2023.

As of March 31, 2023, liabilities represent invoices and estimated accruals for energy and services received but not yet paid. The noncurrent liabilities relate to debt with JPMorgan as well as amounts due to the member cities of Carlsbad, Del Mar and Solana Beach. CEA is currently making interest only payments on the debt from JPMorgan. The amounts due to the member agency were for start-up costs and services provided to CEA for the period December 2019 to June 2020. These invoices are scheduled to be paid three years from the time CEA is operational.

CLEAN ENERGY ALLIANCE
STATEMENT OF NET POSITION
As of March 31, 2023

ASSETS

Current assets

Cash and cash equivalents	\$ 4,799,357
Accounts receivable, net of allowance	6,121,706
Accrued revenue	2,677,839
Other receivables	29,014
Prepaid expenses	4,134,794
Deposits	<u>54,000</u>
Total current assets	17,816,710

Noncurrent assets

Restricted cash	207,000
Deposits	<u>1,115,000</u>
Total noncurrent assets	<u>1,322,000</u>
Total assets	<u>19,138,710</u>

LIABILITIES

Current liabilities

Accrued cost of electricity	7,111,560
Accounts payable	1,228,155
Other accrued liabilities	636,431
Interest payable	114,380
Bank note payable	<u>5,000,000</u>
Total current liabilities	<u>14,090,526</u>

Noncurrent liabilities

Due to member agencies	504,017
Bank note payable	<u>13,450,000</u>
Total noncurrent liabilities	<u>13,954,017</u>
Total liabilities	<u>28,044,543</u>

NET POSITION

Unrestricted (deficit)	<u>(8,905,833)</u>
Total net position	<u>\$ (8,905,833)</u>

These financial statements have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

**CLEAN ENERGY ALLIANCE
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
Nine Months ended March 31, 2023**

OPERATING REVENUES	
Electricity sales, net	\$ 53,339,840
OPERATING EXPENSES	
Cost of electricity	56,046,181
Contract services	1,862,426
Other operating expenses	117,865
Total operating expenses	<u>58,026,472</u>
Operating income (loss)	<u>(4,686,632)</u>
NONOPERATING REVENUES (EXPENSES)	
Grant income - CAPP	279,489
Interest income	37,676
Interest expense	<u>(762,371)</u>
Nonoperating revenues (expenses), net	<u>(445,206)</u>
CHANGE IN NET POSITION	(5,131,838)
Net position at beginning of period	<u>(3,773,995)</u>
Net position at end of period	<u>\$ (8,905,833)</u>

These financial statements have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

BUDGET TO ACTUALS COMPARISON SCHEDULE

At its June 30, 2022, board meeting, the CEA Board approved the Fiscal Year (FY) 2022/23 budget approving \$76,745,240 in total operating and nonoperating expenses. In February 2023, the CEA Board approved a budget amendment that increased overall expenditures by \$14,165,749. For the year-to-date, \$58,789,000 has been expended. Revenues for the year-to-date reached \$53,340,000. The overall change in net position (ignoring loan proceeds) for the year-to-date was a decrease of \$5,132,000.

The Budget to Actuals Comparison Schedules as of March 31, 2023, is shown on the next page.

CLEAN ENERGY ALLIANCE
BUDGETARY COMPARISON SCHEDULE
Nine Months ended March 31, 2023

	AMENDED ANNUAL BUDGET	YEAR-TO- DATE ACTUAL	AMENDED BUDGET REMAINING
Operating Revenues			
Energy Sales	\$ 96,825,523	53,339,840	\$ 43,485,683
Total Operating Revenue	96,825,523	53,339,840	43,485,683
Operating Expenses			
Power Supply	86,635,982	56,046,181	30,589,801
Data Manager / Call Center	1,151,180	640,014	511,166
Staffing/Consultants	382,900	220,922	161,978
Legal Services	335,000	222,902	112,098
Professional Services	1,002,100	653,268	348,832
Audit Services	10,000	8,900	1,100
Software & Licenses	18,800	10,836	7,964
Membership Dues	121,000	89,354	31,646
Printing	55,000	45,801	9,199
Postage	80,000	58,114	21,886
Advertising	15,000	12,507	2,493
Travel Expenses	3,500	4,857	(1,357)
Office Rent	1,080	832	248
Insurance	30,000	9,764	20,236
Bank Fees	4,000	2,220	1,780
Total Operating Expenses	89,845,542	58,026,472	31,819,070
Operating Income (Loss)	6,979,981	(4,686,632)	11,666,613
Non-Operating Revenues (Expenses)			
Grant Income - CAPP	-	279,489	(279,489)
Interest Income	50,000	37,676	12,324
Interest Expense	(1,065,447)	(762,371)	(303,076)
Total Non-Operating Revenues (Expenses)	(1,015,447)	(445,206)	(570,241)
Net Increase (Decrease) in Available Fund Balance	\$ 5,964,534	\$ (5,131,838)	\$ 11,096,372

These financial statements have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

LIST OF PAYMENTS ISSUED

The report on the following page provides the detail of payments issued by CEA for March 2023. All payments were within the approved budget.

Clean Energy Alliance
PAYMENTS ISSUED DURING MARCH 2023

<u>Date</u>	<u>Type</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
03/01/2022	ACH/CK	Burke, Williams & Sorensen, LLP	SERVICES RENDERED THROUGH January 31, 2023	3,298.00
03/01/2022	Wire	JPMorgan	Loan - 01-Feb-2023 28-Feb-2023 28 13,820,000.00 8.117760%	87,256.90
03/01/2022	ACH/CK	Keyes & Fox LLP	January 2023 - Professional Services	2,702.75
03/01/2022	ACH/CK	Neyenesch Printers	Escondido/ San Marcos Flyers (4 Versions)	604.89
03/01/2022	ACH/CK	Pacific Energy Advisors, Inc	January 2023 - Technical Consulting Advisors	23,600.00
03/01/2022	ACH/CK	USPS	March 2023 - Postage Payment	5,181.55
03/01/2022	ACH/CK	USPS	March 2023 - Postage Payment	1,997.06
03/02/2022	ACH/CK	Calpine Energy Solutions	January 2023 Services - 71,249 Meters @ \$1.00	71,249.00
03/02/2022	ACH/CK	Neyenesch Printers	NEW MOVE Postcard Mailing - 2/8 and 2/15	279.18
03/03/2022	Wire	SAAVI ENERGY SOLUTIONS, LLC.	June 2023 - RA	105,000.00
03/03/2022	Wire	SAAVI ENERGY SOLUTIONS, LLC.	June 2023 - RA	618,750.00
03/03/2022	ACH/CK	USPS	March 2023 - Postage Payment	5,170.44
03/03/2022	ACH/CK	USPS	March 2023 - Postage Payment	409.09
03/06/2022	Wire	THE ENERGY AUTHORITY	February 2023 - CAISO Weekly Settlement	124,032.60
03/06/2022	ACH/CK	USPS	March 2023 - Postage Payment	416.74
03/07/2022	ACH/CK	San Marcos Chamber of Commerce	San Marcos Farmer Market booth space	75.00
03/07/2022	ACH/CK	The Coast News Group	CNI AD	300.00
03/07/2022	ACH/CK	Multiple customers	NEMs Payouts	30,094.12
03/08/2022	ACH/CK	Neyenesch Printers	CEA Info Card	356.38
03/10/2022	ACH/CK	USPS	March 2023 - Postage Payment	286.97
03/10/2022	ACH/CK	USPS	March 2023 - Postage Payment	507.67
03/13/2022	Wire	DYNEGY	Capacity Purchases - May 2023	220,000.00
03/13/2022	ACH/CK	Neyenesch Printers	EN#2_Eng and EN#2_Span Mailing	2,661.73
03/13/2022	ACH/CK	OneStream Networks, LLC	February 2023 - Telephone	302.21
03/13/2022	Wire	THE ENERGY AUTHORITY	February 2023 - CAISO Weekly Settlement	165,049.33
03/15/2022	ACH/CK	Tripepi, Smith & Associates, Inc.	February 2023 - Communications and Marketing Service	12,012.33
03/16/2022	ACH/CK	Tosdal APC	January 2023 - Regulatory Services	15,395.00
03/17/2022	ACH/CK	Braun Blaising Smith Wynne	January 2023 - General Matters and Joint CCA Costs	5,396.56
03/17/2022	ACH/CK	Lupa Affairs Llc	February 2023 - Professional Service	2,450.00
03/20/2022	ACH/CK	Carlsbad Chamber of Commerce	Membership Renewal Connector 03/01/2023 to 02/29/2024	269.00
03/20/2022	ACH/CK	Neyenesch Printers	Phase 3.2 Mailing EN#1_Eng and EN#1_Span	407.18
03/20/2022	Wire	SDG&E	Feb-23 Resource Adequacy Sales - MCAM	63,453.40
03/20/2022	Wire	SDG&E	Feb-23 Resource Adequacy Sales	108,738.00
03/20/2022	Wire	SDG&E	Feb 2023 REC Sales	370,398.67
03/20/2022	Wire	SEMPRA	February 2023 - Capacity Purchases	517,400.00
03/20/2022	ACH/CK	The Coast News Group	LEGAL NOTICE OF PUBLIC HEARING 03/17, 03/24	937.50
03/20/2022	Wire	THE ENERGY AUTHORITY	February 2023 - CAISO Weekly Settlement	226,755.15
03/21/2022	ACH/CK	USPS	March 2023 - Postage Payment	210.74
03/21/2022	ACH/CK	USPS	March 2023 - Postage Payment	290.00
03/22/2022	ACH/CK	Neyenesch Printers	Courtesy Letters Phase 3.1 & NEW MOVE Postcard Mailing	1,888.20
03/27/2022	ACH/CK	Granicus, LLC	Mar 2023 - 2024 - Disclosure Docs Subscription & Hosting	456.82
03/27/2022	Wire	Powerex	Transactions for the Period of March 2023	143,541.67
03/27/2022	Wire	Resi Station LLC	Proxy Demand Response CEA Feb2023	1,530.00
03/27/2022	ACH/CK	San Elijo Life	Banner Advertisement at \$100 per month	100.00
03/27/2022	Wire	THE ENERGY AUTHORITY	March 2023 - CAISO Weekly Settlement	188,511.99
03/27/2022	ACH/CK	USPS	March 2023 - Postage Payment	733.99
03/28/2022	ACH/CK	Neyenesch Printers	Phase 3. Post Enrollment Notice Letter printing. EN#3	5,555.05
03/28/2022	ACH/CK	Tripepi, Smith & Associates, Inc.	February 2023 - Communications and Marketing Service	1,183.75
03/29/2022	ACH/CK	Pacific Energy Advisors, Inc	February 2023 - Technical Consulting Advisors	23,600.00
03/29/2022	ACH/CK	Roadrunner Publications, Inc.	Advertising - Times-Advocate 1/2 page color	412.00
03/30/2022	ACH/CK	THE ENERGY AUTHORITY	February 2023 - Resource Management Monthly Fees	11,700.00
03/31/2022	Wire	Elk Hills Power, LLC	June -2023 - Resource Capacity	690,000.00
03/31/2022	Wire	Elk Hills Power, LLC	May-2023 - Resource Capacity	690,000.00
Total for Operating Account				4,552,908.61
03/23/2022	Lockbox	Exelon Generation Company, LLC	January 2023 - Power Purchase	1,181,871.92
03/23/2022	Lockbox	Morgan Stanley Capital Group, Inc.	February 2023 - Energy Purchase	1,468,591.24
03/23/2022	Lockbox	Shell Oil North America	January & February 2023	907,170.10
Total for Lockbox Account				3,557,633.26

FISCAL IMPACT

There is no fiscal impact associated with this report.



Staff Report

DATE: May 25, 2023

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Chief Executive Officer

ITEM 3: Consider Approval of Execution of Memorandum of Understanding with Jubilant One Escondido, LLC and Jubilant One San Marcos, LLC for Partnership in Applying for US Department of Transportation Charging and Fueling Infrastructure Grant

RECOMMENDATION

Approve execution of Memorandum of Understanding with Jubilant One Escondido, LLC and Jubilant One San Marcos, LLC for Partnership in applying for US Department of Transportation Charging and Fueling Infrastructure Grant and authorize the Chief Executive Officer to sign all documents, subject to General Counsel approval.

BACKGROUND AND DISCUSSION

The US Department of Transportation Charging and Fueling Infrastructure Grant Program (CFI Grant Program or Program) provides funding for publicly accessible electric vehicle charging infrastructure and other alternative fueling infrastructure. There are \$700,000,000 in grant funds available through this Program, with proposals due June 13, 2023.

Jubilant One Escondido, LLC and Jubilant One San Marcos, LLC (Jubilant) reached out to Clean Energy Alliance (CEA) to propose a partnership to apply for the grant funds for the installation of EV charging stations at a location in Escondido and a location in San Marcos. As a local government entity, CEA is eligible to apply for the CFI grant. The grant requires a 20% match, which Jubilant would provide.

The Jubilant LLCs were formed by EV-SEG, a charging infrastructure company and High Noon Advisors, a clean infrastructure developer, financier, and advisor. Nexamp, a solar and storage developer is a co-development partner for the project.

The proposed project site locations are:

- 1529 E. Valley Pkwy, Escondido
- 2115 Montiel Rd, San Marcos

Both sites are in low income areas that meet the requirements for the Community Charging award portion of the CFI Grant Program. CEA's participation would provide CEA funds to create outreach and education programs regarding EVs designed specifically for our disadvantaged communities.

The vision for the project is to creatively and meaningfully address three specific goals:

- Provide disadvantaged residents access to nearby low cost EV Charging
- Develop Community-led introduction to EVs
- Create an EV charging facility with amenities that encourage users to select this location for use

The proposed project would build the following infrastructure:

- 20 level 3 EV chargers
- 10 level 2 EV chargers
- A dedicated electrical outlet to charge electric wheelchairs and related equipment
- 2 air compressors to fill tires for automobiles, bicycles, and electric wheelchair wheels
- Two auto vacuum pedestals to clean car interiors
- An outdoor bike/e-bike repair station
- A small (approx. 120 sq ft) multi-purpose kiosk that will house wi-fi equipment as well as small items that are requested by the community, such as a bike-oriented "lending library" with bike helmets, spare bike inner tubes, etc.
- An electrical stub out and designated space for:
 - bike, e-bike, and electric scooter rentals
 - two food trucks, and farmer's market-style pop-ups for hot food & produce stands
 - a pop-up stage and audience area for educational demonstrations
- An emergency call box and signage on how to contact mall security
- Permanent safety-related fixtures and intelligent design to enable areas to be temporarily cordoned off, such as pop-up bollards

The estimated budget for the proposed projects is a total \$6,516,000, with \$5,212,800 in grant funds and \$1,303,200 in match funds provided by Jubilant, and is further broken down below:

USE OF FUNDS

Escondido Site	Per unit price (fully installed*)	SCENARIO: 1 CFI Funding Track: "COMMUNITY" for both sites (preferred)		2 "COMMUNITY" for Escondido & "CORRIDOR" for San Marcos		3 Minimum budget (required by NOFO)	
		Amount	%	Amount	%	Est \$	%
20 Level 3 EV chargers	\$140,000	\$2,800,000	43.0%	\$2,800,000	42.4%	\$2,800,000	46.0%
10 Level 2 EV chargers	\$10,000	\$100,000	1.5%	\$100,000	1.5%	\$100,000	1.6%
2 Micromobility-ready stub outs	\$25,000	\$50,000	0.8%	\$50,000	0.8%		
2 Air compressors to fill tires	\$7,500	\$15,000	0.2%	\$15,000	0.2%		
2 Car vacuums	\$4,000	\$8,000	0.1%	\$8,000	0.1%		
San Marcos Site							
20 Level 3 EV chargers	\$140,000	\$2,800,000	43.0%	\$2,800,000	42.4%	\$2,800,000	46.0%
10 Level 2 EV chargers	\$10,000	\$100,000	1.5%	\$100,000	1.5%	\$100,000	1.6%
2 Micromobility-ready stub outs	\$25,000	\$50,000	0.8%	\$50,000	0.8%		
2 Air compressors to fill tires	\$7,500	\$15,000	0.2%	\$15,000	0.2%		
2 Car vacuums	\$4,000	\$8,000	0.1%	\$8,000	0.1%		
5 5-year O&M costs	\$50,000	n/a		\$250,000	3.8%		
CEA Community Outreach & Ed Budget (for CFI COMMUNITY only)		\$325,000	4.99%	\$162,500	2.5%	\$162,500	2.7%
Signage & Traffic Control Devices (CEA (or subaward to sites' cities)		\$50,000	0.8%	\$50,000	0.8%		0.0%
CEA Grant Administration		\$130,000	2.0%	\$130,000	2.0%	\$130,000	2.1%
CEA Program Evaluation		\$65,000	1.0%	\$65,000	1.0%		
TOTAL BUDGET		\$6,516,000	100.0%	\$6,603,500	100.0%	\$6,092,500	100.0%

	SCENARIO: 1	2	3
FUNDING RECIPIENT			
CEA (applicant)	\$570,000	\$407,500	\$292,500
Jubilant One Escondido (subaward)	\$2,973,000	\$2,973,000	\$2,900,000
Jubilant San Marcos (subaward)	\$2,973,000	\$3,223,000	\$2,900,000
	\$6,516,000	\$6,603,500	\$6,092,500

*Includes prorata design, civil works, bidding, permitting & other costs

SOURCE OF FUNDS

	SCENARIO: 1		2		3	
Source of funds	Amount	%	Amount	%	Amount	%
JUBILANT	\$1,303,200	20%	\$1,320,700	20%	\$1,218,500	20%
FHWA	\$5,212,800	80%	\$5,282,800	80%	\$4,874,000	80%
	\$6,516,000	100%	\$6,603,500	100%	\$6,092,500	100%

The CEA would receive a total \$570,000 for the following activities:

- \$325,000 for community outreach and education
- \$130,000 for grant administration
- \$65,000 for program evaluation.

The Memorandum of Understanding (MOU) (attached) proposes:

- CEA shall be the Proposal Applicant
- CEA shall receive all community-related, administration and program evaluation funds to spend at its discretion in accordance with grant requirements
- Jubilant will use the remainder of the project funds to develop, build, own and operate the EV charging stations, as a customer of CEA, in accordance with the grant requirements
- Jubilant, or project co-development partner such as Nexamp, will contribute 100% of the 20% private sector matching funds required by the grant.

The proposed project is supportive in achieving the goals of CEA and the Climate Action Plan goals of Escondido and San Marcos by expanding the EV charging infrastructure and providing outreach and education funds to encourage use of EVs.

The Community Advisory Committee (CAC) EV and Programs Subcommittee received a presentation from the Jubilant/Nexamp group regarding the proposed partnership. The CAC was generally supportive, however, expressed concern regarding the locations not being on a major transportation corridor.

FISCAL IMPACT

There is no fiscal impact by this action. Should the proposal be successful in receiving funding, CEA would benefit from the receipt of funds for outreach and education, administration, and program evaluation. In addition, the new EV charging infrastructure would be customers of CEA, generating new revenue through the sale of energy for the chargers.

ATTACHMENTS

Proposed Memorandum of Understanding Between Clean Energy Alliance and Jubilant One Escondido, LLC and Jubilant One San Marcos, LLC

**MEMORANDUM OF UNDERSTANDING
CHARGING AND FUELING INFRASTRUCTURE DISCRETIONARY PROGRAM (“CFI”)
GRANT SUBMISSION FOR EV CHARGING**

between

Clean Energy Alliance, Jubilant San Marcos LLC, & Jubilant One Escondido LLC

Jubilant San Marcos LLC, a Delaware limited liability company, and Jubilant One Escondido LLC, a Delaware limited liability company (together, “Jubilant”), are pleased to provide Clean Energy Alliance, a California joint powers authority (“CEA”, and together with Jubilant, the “Parties”), with this Memorandum of Understanding (“MOU”), which by our respective signatures below, we agree shall become effective as of May 26, 2023 (“Effective Date”).

WHEREAS, Jubilant San Marcos LLC and Jubilant One Escondido LLC are each both duly organized and existing under the laws of the State of Delaware and are duly registered and authorized to do business in the State of California; and,

WHEREAS, the U.S. Department of Transportation (USDOT) recently issued Notice of Funding Opportunity (“NOFO”) Number 693JJ323NF00004 for its CFI program that will provide significant grant funding to successful grant applicants that will cover 80% of the cost of the deployment of EV Chargers, specifically in lower income communities and along major thoroughfares; and,

WHEREAS, Jubilant has secured two sites by entering into long term site leases with the owners of two malls located at 2115 Montiel Road in San Marcos, CA and 1520 East Valley Parkway in Escondido, CA for the purpose of building and operating up to 60 EV chargers (the “Project”), and such sites qualify for funding under one or more of the funding categories outlined in the NOFO; and,

WHEREAS, the Project will accelerate the achievement of the Climate Action Plans of the Cities of Escondido and San Marcos, and bring jobs and significant health and economic development benefits to lower income neighborhoods in those cities which are in CEA’s service territory; and,

WHEREAS, the grant opportunity is in alignment with CEA’s goals of increasing EV infrastructure to support the increase in EV use in CEA’s region; and,

WHEREAS, the NOFO includes funding to cover CEA’s costs to provide approximately \$510,000 for CEA to use at its discretion for: 1) significant community education on EVs, community outreach, and other benefits to the communities where the EV chargers will be located, 2) program evaluation, and 3) CEA’s grant administration and overhead expense; and,

WHEREAS, the NOFO states that the CFI applicant must be a public sector entity, such as CEA, who must partner with a private sector entity, such as Jubilant, that shall provide 20% of the funding for the Project, subject to the terms and selection criteria of the NOFO; and,

WHEREAS, the Parties desire to work together to submit an application for funding under the NOFO which is due on May 30, 2023,

THEREFORE, the Parties agree as follows:

- I. Inclusive, Innovative & Excellent Project. It is the intent of the Parties to design and build an innovative and nationally-recognized public-private partnership EV charging neighborhood model that provides desirable benefits and outcomes for lower income communities in CEA's service territory.
- II. Good Faith Effort to Apply For Funding. The Parties agree to work in good faith to submit a grant proposal application ("Proposal") under the NOFO in order to receive 80% of the funding for the Project from the USDOT.
- III. Key Proposal Terms. The Parties agree that the Proposal will be crafted as follows:
 - a. CEA shall be the Proposal applicant.
 - b. CEA shall receive all community-related, administration and program evaluation funds to spend at its discretion (estimated at approximately \$510,000), in accordance with NOFO grant requirements.
 - c. Jubilant will use the remainder of the Project funds to develop, build, own, and operate the EV charging stations, as a customer of CEA, in accordance with NOFO grant requirements.
 - d. Jubilant, or a Project co-development partner such as Nexamp, a national leader and developer, owner, and operator of solar and energy storage solutions, will contribute 100% of the 20% of private sector matching funds required by the NOFO, which is approximately \$1,300,000 based on the proposed budget.
- IV. Additional CEA and Jubilant Approval. If the Proposal to the NOFO is awarded funding, the Parties agree to work in good faith to amend this Agreement (or execute a new agreement) to: 1) add assurances, insurance and indemnifications that remove any Project-related financial risk to CEA; and, 2) add additional specific detail regarding the Key Proposal Terms outlined above. Additionally, any Party, at its sole discretion, may require approval by its respective Board of Directors or owners, before accepting such funding, and any Party may terminate this MOU without penalty upon written notice to the other Parties at any time.

[Signature page follows]

The Parties to this MOU hereby accept the terms and conditions contained herein.

CLEAN ENERGY ALLIANCE

By: _____

Name: Barbara Boswell

Title: Chief Executive Officer

JUBILANT SAN MARCOS LLC,

By: Jubilant One Holdings, LLC, Member

By: High Noon Advisors LLC, Manager

By: _____

Name: Gregory Rosen

Title: Founder & Principal

JUBILANT ONE ESCONDIDO LLC,

By: Jubilant One Holdings, LLC, Member

By: High Noon Advisors LLC, Manager

By: _____

Name: Gregory Rosen

Title: Founder & Principal



Staff Report

DATE: May 25, 2023

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Chief Executive Officer

ITEM 4: Consider Resolution No. 2023-004 Setting Time and Place for Clean Energy Alliance Board Meetings July 2023 – June 2024

RECOMMENDATION

Adopt Resolution No. 2023-004 setting the time and place for Clean Energy Alliance Board Meetings for July 2023 - June 2024.

BACKGROUND AND DISCUSSION

Pursuant to Section 4.8 of the Clean Energy Alliance (CEA) Joint Powers Agreement, the CEA Board shall establish the date, hour, and place of each regular meeting annually by resolution and meet at least four times per year.

The proposed schedule sets meetings on the last Thursday of the month at 2 p.m. with the location at City of Oceanside City Council Chambers.

Staff recommends the following exception to the meeting date:

November 2023 – No Meeting
December 2023 – No Meeting

Adopting the Board meeting calendar by resolution meets the Brown Act requirements (Government Code §54954) and provides the CEA Board the opportunity to notify the public of its scheduled regular meetings. Special meetings may be called as needed by providing 24-hour notice before the time of the special meeting. The meeting schedule will be posted to the CEA website.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

Resolution No. 2023-004 Setting the Time and Place for Clean Energy Alliance Board Meetings July 2023 - June 2024

**CLEAN ENERGY ALLIANCE
RESOLUTION NO. 2023-004**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLEAN ENERGY ALLIANCE
SETTING TIME AND PLACE FOR CLEAN ENERGY ALLIANCE BOARD MEETINGS
JULY 2023 – JUNE 2024

WHEREAS, the Clean Energy Alliance (CEA) is a joint powers agency, formed in November 2019, whose members include the cities of Carlsbad, Del Mar, Escondido, Oceanside, San Marcos, Solana Beach; and Vista

WHEREAS, the CEA Board of Directors has determined it will establish its regular meetings annually by resolution; and

WHEREAS, the Ralph M. Brown Act (Government Code §54954) provides for the establishment of an annual regular meeting calendar procedure; and

WHEREAS, special meetings of the Board of Directors will be called as necessary and following the requirements of the Brown Act (Government Code §54954).

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 establishes the following dates, times, and location, for regular Board meetings during fiscal year 2023/24:

Location: City of Oceanside, City Council Chambers
 300 North Coast Hwy
 Oceanside CA 92054

July 27, 2023	2 p.m.
August 31, 2023	2 p.m.
September 28, 2023	2 p.m.
October 26, 2023	2 p.m.
November 2023	No Meeting
December 2023	No Meeting
January 25, 2024	2 p.m.
February 29, 2024	2 p.m.
March 28, 2024	2 p.m.
April 25, 2024	2 p.m.
May 30, 2024	2 p.m.
June 27, 2024	2 p.m.

Section 2. That the fiscal year 2023-24 meeting calendar will be posted to the Clean Energy Alliance website.

The foregoing Resolution was passed and adopted this 25th day of May 2023, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

David Druker, Chair

ATTEST:

Susan Caputo, Interim Board Secretary



Staff Report

DATE: May 25, 2023
TO: Clean Energy Alliance Board of Directors
FROM: Barbara Boswell, Chief Executive Officer
ITEM 5: Clean Energy Alliance Operational, Administrative and Regulatory Affairs Update

RECOMMENDATION

- 1) Receive and File Operational and Administrative Update Report from Chief Executive Officer.
- 2) Receive Community Choice Aggregation Regulatory Affairs Report from Special Counsel.

BACKGROUND AND DISCUSSION

This report provides an update to the Clean Energy Alliance (CEA) Board regarding the status of operational, administrative, and regulatory affairs activities.

OPERATIONAL UPDATE

Expansion of Clean Energy Alliance

The enrollment of non-Net Energy Metering (NEM) accounts in Escondido and San Marcos has been completed. NEM accounts (customers with rooftop solar) will be enrolled throughout the year effective on the accounts normal NEM annual true-up. The following table summarizes the status of opt-outs and opt-ups for customers in Escondido and San Marcos through April 2023.

STAT	ESCONDIDO	SAN MARCOS	BOTH CITIES
Total Eligible Customers	57,378	38,006	95,385
Opt-Outs	1,320	784	2,104
Opt-Out Percentage	2.30%	2.06%	2.21%
Opt Down to Clean Impact	85	50	135
Opt-Down Percentage	.15%	.13%	.142%
Opt-Up to Green Impact	26	23	49
Opt-Up Percentage	0.045%	0.061%	0.051%

Activities related to the service expansion to Oceanside and Vista, scheduled for April 2024, will begin in January 2024.

San Diego Gas & Electric Credit Resumption

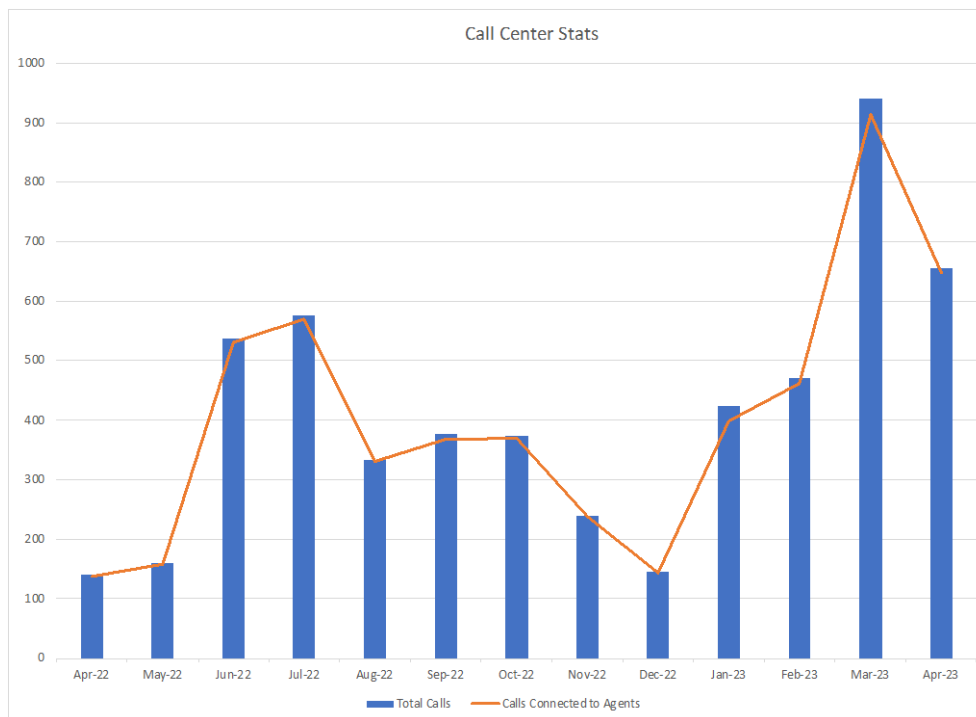
As a result of impacts related to the pandemic, the California Public Utilities Commission ordered the suspension of credit practices for customers who did not pay their bills timely. The consumer protections have now been lifted, and San Diego Gas & Electric (SDG&E) is resuming credit practices, following a phased-in, 3-pronged communication rollout plan. The first phase is planned for late spring and will include High-Risk customer who did not receive funds through the State's CAPP program. High-Risk is defined as having >+\$200 in arrearages and >60 days past due. The process will begin with offering customers payment programs to enroll in, followed by late notices, and finally disconnection notice. The process will be over several months, with disconnection notice four months after the initial payment program offering. Other phases will follow with full credit practices in place by the end of the calendar year.

Risk Oversight Committee

Pursuant to CEA's Energy Risk Management Policy, the Risk Oversight Committee met March 2, 2023, with a follow-up meeting March 23, 2023. The Committee reviewed CEA's recent procurement activity, current portfolio positions and future procurement targets, and portfolio mark to market and counterparty exposure. The Committee confirmed that CEA is in compliance with its Energy Risk Management Policy. The next meeting of the Committee is scheduled for June 1, 2023.

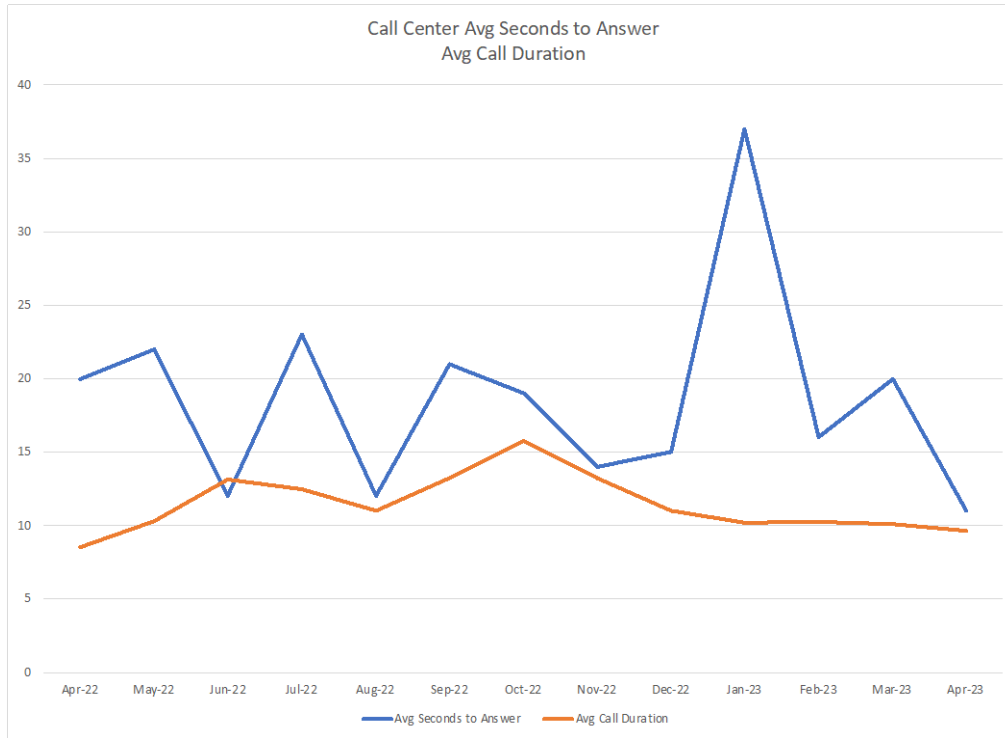
Call Center Activity

The charts below reflect customer activity through April 30, 2023:



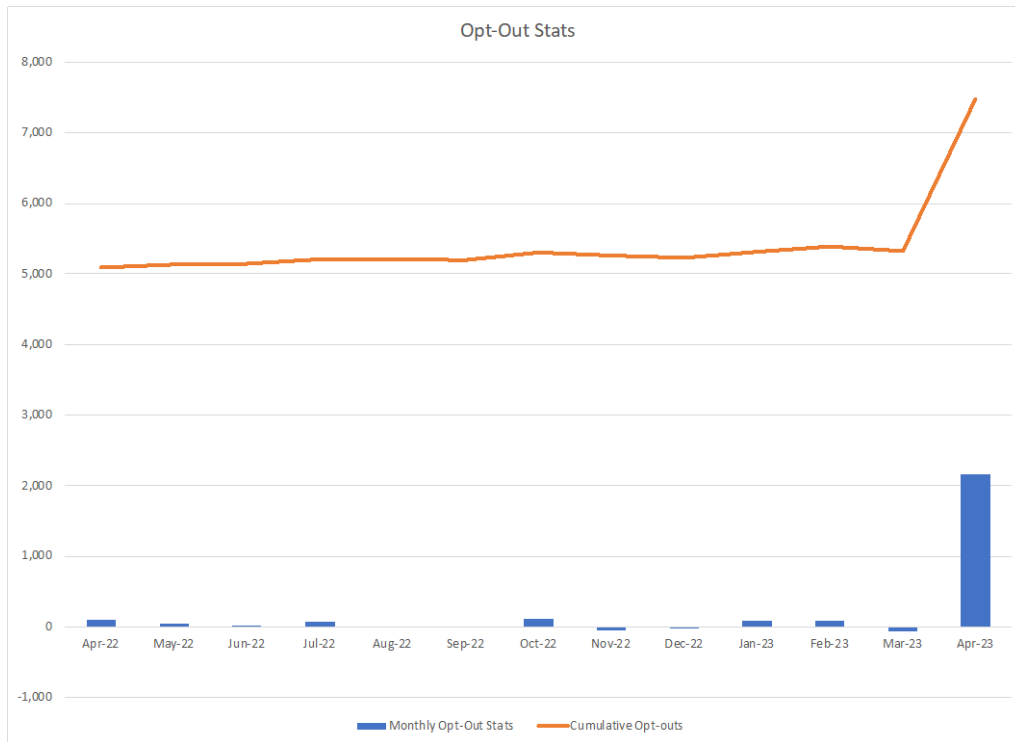
As expected, calls to the call center peaked in March due to the noticing related to the Escondido and San Marcos service launch. Calls began to drop off in April.

The following chart reflects call center average seconds to answer and average call duration:



CEA experienced an increase to time to answer calls in January 2023, which has now dropped back to normal. Duration of calls remains constant with an average 10 minutes.

The following chart reflects the monthly and cumulative opt-outs through April 30, 2023, for CEA. The statistics reflect all 5 cities combined.



CEA’s participation has increased to 95.4%, driven by the low opt outs in Escondido and San Marcos. The increase in opt outs in April is directly related to the Escondido and San Marcos expansion. The most common reasons for opt out given by customers is disliking being automatically enrolled.

The following chart reflects enrollments in CEA’s power supply products:

POWER SUPPLY PRODUCT	FEB 2023	APR 2023	Net Change
Clean Impact – 50% Renewable	188	323	+ 135
Clean Impact Plus - 75% Carbon Free	59,082	152,259	+93,177
Green Impact – 100% Renewable	449	498	+ 49
TOTAL ACCOUNTS	59,719	153,080	+93,361

Contracts \$50,000 - \$100,000 entered into by Chief Executive Officer

VENDOR	DESCRIPTION	AMOUNT
None		

REGULATORY UPDATE

CEA's regulatory attorney, Ty Tosdal, will provide an update to the Board on current regulatory activities (Attachment A).

FISCAL IMPACT

There is no fiscal impact by this action.

ATTACHMENTS

Attachment A – Tosdal APC Regulatory Update Report

Clean Energy Alliance: Regulatory Update

May 16, 2023

Tosdal APC



CONFIDENTIAL

Overview

Renewable Portfolio Standard: Ruling (R. 18-07-003)

Demand Flexibility: Decision Adopting Principles (R. 22-07-005)

SDG&E Data Access Proposal

CONFIDENTIAL

RPS Ruling

Ruling sets RPS plan requirements and procedural schedule.

- CPUC issued a Ruling Identifying Issues and Schedule of Review for 2023 RPS Plans on May 5, 2023. The Ruling includes a summary of requirements for CCAs and other LSEs.
- CCAs are required to report on participation in any Voluntary Allocation and Market Offer (“VAMO”) solicitations and confirm any bids awarded.
- CCAs should assess how RPS Plans comport with local and regional policies, such as regional climate action plans, air quality district plans, transportation plans, and land use plans.
- The Ruling includes a 2023 RPS Procurement Plan Checklist, an RPS Plan Template, and a procedural schedule, which sets **July 17, 2023**, as the due date for CCAs to file draft RPS Plans.
- Energy Division Staff will hold a webinar to discuss questions related to the templates and requirements for 2023 RPS Procurement Plans at least three weeks before the due date.

Demand Flexibility: Update

D. 23-04-040, issued on May 3, 2023, adopts electric design principles.

- i. All residential customers (including low-income customers and those who receive a medical baseline or discount) should have access to enough electricity to ensure that their essential needs are met at an affordable cost.
- ii. Rates should be based on marginal cost.
- iii. Rates should be based on cost causation.
- iv. Rates should encourage economically efficient (i) use of energy, (ii) reduction of greenhouse gas emissions, and (iii) electrification.
- v. Rates should encourage customer behaviors that improve electric system reliability in an economically efficient manner.
- vi. Rates should encourage customer behaviors that optimize the use of existing grid infrastructure to reduce long-term electric system costs.

Demand Flexibility: Update

D. 23-04-040 adopts electric design principles, contd.

- vii. Customers should be able to understand their rates and rate incentives and should have options to manage their bills.
- viii. Rates should avoid cross-subsidies that do not transparently and appropriately support explicit state policy goals.
- ix. Rate design should not be technology-specific and should avoid creating unintended cost-shifts.
- x. Transitions to new rate structures should (i) include customer education and outreach that enhances customer understanding and acceptance of new rates, and (ii) minimize or appropriately consider the bill impacts associated with such transitions.

Demand Flexibility: Update

D. 23-04-040 also adopted demand flexibility principles.

- i. Demand flexibility tariffs should be designed in accordance with all of the Commission's Electric Rate Design Principles.
- ii. Demand flexibility tariffs should provide a dynamic price signal in a standardized format that can be integrated into third-party distributed energy resource and demand management solutions.
- iii. Dynamic prices should, to the extent feasible, accurately incorporate the marginal costs of energy, generation capacity, distribution capacity, and transmission capacity based on grid conditions.
- iv. The systems and processes for calculating dynamic price signals should be able to include bundled and unbundled rate components so that any load serving entity can elect to participate.
- v. Customers (including low-income customers and those who receive a medical baseline or discount) should have access to tools and mechanisms that enable them to plan and schedule their energy use while managing the monthly variability of their bills.
- vi. Demand flexibility tariffs should provide marginal cost-based compensation for exports to enable economically efficient grid integration of customer-sited electrification technologies and distributed energy resources.

Demand Flexibility: Update

Track A (Income-Graduated Fixed Charges) Next Steps:

July 14, 2023 – Joint Case Management Statement

August 2023 – Evidentiary hearing (if necessary)

August 25/September 29, 2023 – Opening briefs

September 29/October 27, 2023 – Reply briefs

January/February 2024 – Proposed Decision

*Statute requires that the CPUC adopt a fixed charge for default residential rates by **July 1, 2024**.

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Demand Flexibility: Update

Track B (Demand Flexibility) Next Steps:

Quarter 2, 2023 – Workshop on expanding existing pilots

Quarter 2, 2023 – Comments on expanding existing pilots

October 2, 2023 – Working group proposals and reports filed

October 2023 – Workshop on proposals

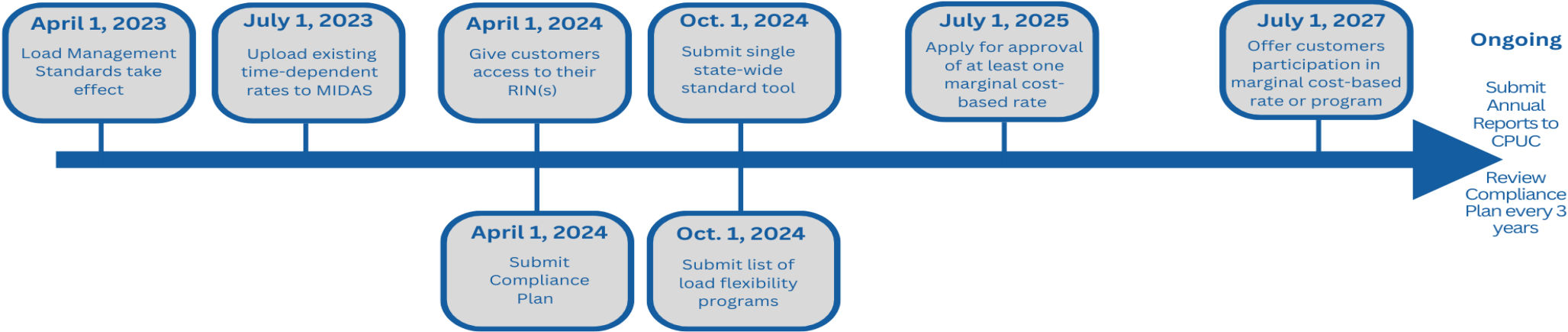
October 30, 2023 – Comments on working group proposals

November 22, 2023 – Reply comments on working group proposals

March 2024 – Proposed decision on remaining issues

SDG&E Data Access Proposal

CEC LMS Major Milestones



CONFIDENTIAL



Staff Report

DATE: May 25, 2023

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Chief Executive Officer

ITEM 6: Consider Appointment of Clean Energy Alliance Community Advisory Committee for City of Escondido

RECOMMENDATION:

Approve Clean Energy Alliance Community Advisory Committee Nominee for City of Escondido for term ending December 2025.

BACKGROUND AND DISCUSSION:

At its regular Board meeting March 30, 2023, the Clean Energy Alliance (CEA) Board declared the Community Advisory Committee (CAC) vacancy for the City of Escondido and directed applications to be accepted April 30, 2023.

CEA advertised the openings on its social media, posted a notice along with the application on its website, and worked with Escondido to advertise the vacancies. Three applications were received and reviewed by the Escondido Board representatives.

FISCAL IMPACT

There is no fiscal impact by the CAC appointment.

ATTACHMENTS

Redacted Applications for Community Advisory Committee Members for City of Escondido

Clean Energy Alliance Community Advisory Committee Application

CAC Purpose & Objectives

The purpose of the CAC is to advise the CEA Board of Directors on those matters concerning the operation of its Community Choice Aggregation (CCA) program as directed by the Board of Directors in an annual workplan for the CAC that is adopted by the Board. The objectives of the CAC are to provide feedback to the Board, act as a liaison between the Board and the community and serve as a forum for community input on those matters assigned to the CAC in the annual workplan. The CAC shall not have any decision-making authority but will serve as an advisory body to the Board of Directors.

NAME: Katharine (Kate) Barba

ADDRESS:

PHONE:

EMAIL:

Are you a resident/business owner of one of the CEA member cities? If yes, which city:

I am a resident of Escondido.

Please attach a current resume: attached

What experience/perspective will you bring to the committee?

With 30 plus years in federal service in environmental management, education, planning, evaluation and training in a range of positions, including managing volunteer programs, I bring a broad perspective and experience at local, regional and national scales in addressing environmental issues and strategies to solve challenges. I currently serve as a planning commissioner for Escondido, and served for several years as a key member of Escondido's community advisory group working closely with City planners in the development and later Commission and Council review process for a comprehensive update to Escondido's Climate Action Plan (2021).

Describe any relevant background in or expertise related to one or more of the following fields: electricity, community outreach or engagement, or policy advocacy.

As noted above, more recent background as a planning commissioner and work on community advisory committees. I have extensive background in facilitation and capacity building among community partners through my work at NOAA in supporting the National Estuarine Research Reserve System. In my overseas work with the US Peace Corps as a volunteer for five years and in-country staff for another eight years, a great deal of my work was to engage communities in project development and at the national level, worked closely with host country ministries to collaboratively design and establish assistance programs and identify placement opportunities for over 500 volunteers.

Do you have any interests or associations that might present a conflict of interest?

No.

What do you hope to accomplish as a member of the Clean Energy Alliance Community Advisory Committee?

Represent clean energy and environment-related interests of Escondido and promote and advocate for clean energy projects and applications across North County.

Please provide three references:

Veronica Morones: Relationship: Friend

Laura Hunter: Relationship: Friend

Rick Paul: Fellow Planning Commissioner, Escondido

By signing below I acknowledge that I have sufficient time to actively participate in the Clean Energy Alliance Community Advisory Committee for the benefit of the program and the communities it serves. I understand that committee members are subject to conflict of interest laws and required to disclose potential conflicts by filing Form 700.

Signature

Date: 7/15/2025

Email application to: Secretary@TheCleanEnergyAlliance.org

Contact



Top Skills

Program Evaluation

Capacity Building

Environmental Education

Languages

Tagalog

Nepali

Kate Barba

Climate Change, Environmental planning

Escondido, California, United States

Experience

Self Employed

Land use planning & projects; Hospice patient care

April 2019 - Present (4 years 1 month)

Currently serving as a Planning Commissioner, City of Escondido; Elisabeth Hospice volunteer and engaged in community project development.

Scripps Institution of Oceanography, UCSD

Program Management Officer, Center for Climate Change Impacts and Adaptation

March 2016 - April 2019 (3 years 2 months)

La Jolla, CA

Program Manager for Scripps Center for Climate Change Impacts and Adaptation. Advised leadership in planning, staffing and launch for the Center. Conducted internal and external outreach to assess priority research interests and to lay the groundwork for partnerships with local and regional stakeholders. The intent of the CCCIA is to build partnerships across UCSD, the region and beyond to foster interdisciplinary research and applications to advance understanding of climate change impacts at community and stakeholder-relevant scales. <https://scripps.ucsd.edu/centers/adaptation/>

NOAA: National Oceanic & Atmospheric Administration

Senior Policy Advisor; Office for Coastal Management

October 2013 - November 2014 (1 year 2 months)

Silver Spring, MD

Senior policy advisor with a focus on strategic collaborations across government and the private sector at national, regional and local levels to enhance coastal community resilience and habitat conservation. Served as acting deputy for operations in a newly merged office with a combined budget of more than \$130M and 170 employees and contractors, integrating statutory coastal and marine financial assistance programs with the development and delivery of coastal management tools, and capacity building for the coastal management community.

National Oceanic and Atmospheric Administration

Division Chief, Policy & Evaluation-Office of Ocean and Coastal
Resource Management

January 2008 - October 2013 (5 years 10 months)

Chief of OCRM's National Policy and Evaluation Division, responsible for policy and program evaluation for OCRM's coastal and ocean resource management programs and state agency partners. Provided lead coordination for intra and inter-agency initiatives. Highlights included the development of policy recommendations for considering climate change in program investments in coastal land acquisition, guidance and support for place-based innovations in climate adaptation and smart growth, mission scoping for coastal and marine capacity building assistance in Southeast Asia, revision of NOAA's CZMA program evaluation process, and integrated policy and planning for NOAA's habitat conservation programs.

NOAA

Program Manager, Estuarine Reserves Division-OCRM

October 1999 - December 2007 (8 years 3 months)

As deputy, provided management, operations support and program direction for the Fed-State Agency partnered network of 27 Estuarine Research Reserves in 22 states and territories. As Education Coordinator from 1999 - 2003, led participatory development of the NERRS Coastal Training Program. Led strategic and collaborative planning, partnership development and capacity building for field staff.

USAID

Env Education and Communication Specialist

1992 - 1999 (7 years)

Project Manager for USAID's Global Environment Bureau's GREENCOM: a 25M environmental education and communication project. Worked with Academy for Educational Development contract professional team of communication, education and research/evaluation specialists to provide technical support to 25 USAID missions. Projects focused on environmental policy reform, community-based behavior change to increase conservation and sustainable livelihoods, and env education initiatives. Directed 3-year water conservation education project with State guidance to support US peace process efforts in the middle east, working with the Palestinians, Jordanians and Israelis. Designed multiple env ed and communication projects in Asia, Latin America and Africa for contract team execution.

N/A

Consultant

1990 - 1992 (2 years)

Independent consultant in training, program design and management, based in Budapest, Hungary. Consulted for US Peace Corps, USAID, Institute for International Education; primarily in non-profit organizational development, training and program design and development. Poland, Romania, Czech Republic, Slovakia, Bulgaria, Russia.

US Peace Corps

Volunteer-Staff

1980 - 1990 (10 years)

College Instructor: agricultural education Philippines 1980-83

Teacher Trainer: Ministry of Education & UNESCO, Nepal 1983-85

Education Consultant: UNICEF Kathmandu, Nepal 1985

Peace Corps Fellow - Asia Pacific - Washington DC

Associate Director/Acting Country Director - Sri Lanka - 1986-1988

Associate Director-Training - Thailand - 1988-1990

Education

The Johns Hopkins University

MS, Environmental Science & Policy · (1996 - 1998)

University of New Hampshire

BS, Environmental Conservation · (1975 - 1979)

Attachment A
Clean Energy Alliance
Community Advisory Committee Application

CAC Purpose & Objectives

The purpose of the CAC is to advise the CEA Board of Directors on those matters concerning the operation of its Community Choice Aggregation (CCA) program as directed by the Board of Directors in an annual workplan for the CAC that is adopted by the Board. The objectives of the CAC are to provide feedback to the Board, act as a liaison between the Board and the community and serve as a forum for community input on those matters assigned to the CAC in the annual workplan. The CAC shall not have any decision-making authority but will serve as an advisory body to the Board of Directors.

NAME: Christine Spencer

ADDRESS: Escondido, CA

PHONE: _____ EMAIL: _____

Are you a resident/business owner of one of the CEA member cities?

If yes, which city: Yes, Escondido

Please attach a current resume and respond to the following questions. Please attach a separate sheet if additional space is needed.

What experience/perspective will you bring to the committee?

I work for an environmental, regenerative farm that tackles climate justice, stewardship of natural resources, and a deep value of clean energy. I grew up in a family that utilized renewable energy sources for power. I purchased solar for my home this past year to ensure my family was using a renewable energy source and a reduction of carbon emissions. Though I was born and raised in North San Diego, I have lived around the world and seen the benefits of utilizing clean energy options and at the same time helping the community save money. It would be an honor to help my fellow community members to understand and get behind Clean Energy Alliance as we work to sustain and steward our environment. I had the pleasure to meet Barbara Boswell and learn about this joint powers authority through Leadership North County and the benefits to residents of the cities it serves in San Diego.

Describe any relevant background in or expertise related to one or more of the following fields: electricity, community outreach or engagement, or policy advocacy.

I have experience in the environmental nonprofit industry, and I am currently the Director of Grants and Impact for a farm that integrates sustainable agriculture. I have worked in nonprofit organizations for more than 16 years reaching out and helping communities throughout San Diego. I am involved in many community organizations including San Diego Women's Foundation, San Diego Grant Professional Association, San Diego Gives, and the Old Escondido Historic District. Each of these organizations plays a role to reach diverse areas in San Diego. I have a Master of Public Administration, specializing in Health Policy and a background of policy advocacy in the health field. I am enrolled in Leadership North County, a program educating leaders in North County about the region's challenges and opportunities.

Do you have any interests or associations that might present a conflict of interest? If yes, please explain:

Currently, I have no interests or associations that are a conflict of interest.

What do you hope to accomplish as a member of the Clean Energy Alliance Community Advisory Committee?

I hope to bring my experience in the community and would like to be a part of reaching and educating San Diegans about the benefits of clean energy, the goals of the board at the Alliance, and the great alternative to investor-owned utilities such as San Diego Gas & Electric. It would be great to collaborate with other professionals at Clean Energy Alliance to achieve their vision.

Please provide three references

NAME	Phone Number	Relationship
Javier Guerrero		Current supervisor Coastal Roots Farm
Stacy Rungaitis		Former supervisor at Feeding San Diego and Palomar College Foundation
Carrie Mercarro		Fellow Board Member of Old Escondido Historic District

By signing below I acknowledge that I have sufficient time to actively participate in the Clean Energy Alliance Community Advisory Committee for the benefit of the program and the communities it serves. I understand that committee members are subject to conflict of interest laws and required to disclose potential conflicts by filing Form 700.

Signature: _____

Date: 4.20.23

Completed applications should be emailed to: Secretary@TheCleanEnergyAlliance.org

Christine Spencer

Summary of Experience

- Individual and corporate major gifts, foundation philanthropy, annual giving, planned giving and business development
- Experience in supervising a team
- Grant development, writing, reporting, and management
- Cultivating lasting relationships with donors, organizations, internal departments and external relations
- Donor and prospect research and management
- Budget development and compliance
- Developing and executing short-term and long-term goals and strategies
- Maintaining high-level professionalism in any situation with a positive attitude with all people

Education

The University of Colorado at Denver, May 2005, Master of Public Administration, specializing in Health Policy
Texas Christian University, December 1998, Bachelor of Arts in Political Science, Minor in Spanish

Work Experience

Coastal Roots Farm

Director of Grants and Impact

February 2022-Present

- Identifies and develops strategies to optimize the grants administration process
- Submits grant applications for all programs at the Farm
- Oversees the grant reporting process and compiles and analyzes all quantitative and qualitative program evaluation content and provides detailed reports to grant funders
- Collaborates with program, philanthropy, and finance team members to prepare grant program budgets and ensure proper administration of grants, including invoicing, expense reporting, and other administrative needs to ensure successful execution of grant process
- Regularly updates grant content and strengthens evidence-based metrics to inspire storytelling and effectively communicate the breadth and depth of Farm's impact
- Regularly assesses the Farm's evaluation strategy and build on and improve processes.

Foundation for Animal Care and Education

Director of Development

July 2020-March 2022

Job Duties

- Developed and oversaw the annual fundraising program and strategy
- Created and grew the corporate partnership program
- Created and grew a major gifts program including identification, cultivation and solicitation of major donors
- Maintained ongoing communications with private and corporate donors

- Built strong and successful relationships and secure financial support from individuals, foundations and corporations
- Built the planned giving program (FACE's Legacy Society)
- Provided input on special events and helped to secure special event sponsors
- Supervised the grant writer and established the Standard Operating Procedures for research, grant submission, grant awards, and reporting
- Spoke at engagements to share information about FACE with the community
- Worked closely with FACE's Executive Director and Board of Directors on development initiatives and education

Phoenix Children's Hospital Foundation

January 2018-January 2020

Corporate Grants Officer

Job Duties

- Developed and builds relationships with key corporate partnerships
- Developed and manages a formal process for the entire grant life cycle including solicitation, preparation and submission, award processing, reporting, and support
- Managed production and assignment schedules and progress for corporate foundations and corporate grant opportunities for philanthropic support
- Worked alongside Phoenix Children's Hospital to ensure implementation of awarded proposals and all compliance requirements are met each year
- Performed prospect research on corporations and corporate foundations for grant opportunities
- Worked to achieve the multi-million-dollar foundation goal

Feeding San Diego, San Diego, California

Corporate & Foundation Relations Manager

April 2016-September 2017

Job Duties

- Responsible for reaching a \$1.8 million goal for corporate and foundation support in fiscal year 2017
- Personally managed a portfolio of 100+ current corporate donors and worked to increase their level of support
- Handled all third-party events and cause marketing campaigns
- Scheduled and conducted corporate donor and prospect calls, visits and meetings each month to engage prospects with Feeding San Diego
- Developed written cultivation, solicitation and stewardship plans for corporate donors, corporate foundations and prospects
- Supervised two grant writers and reviewed all grant requests before submission

UC San Diego, San Diego, California

Assistant Director of Development, Jacobs School of Engineering

September 2014-April 2016

Job Duties

- Managed an individual portfolio of prospects capable of donating gifts from a minimum of \$1,000 to greater than \$100,000
- Comprehensive understanding of University priorities and regulations, regularly meeting with prospects, donors and corporations regarding major gift donations, planned giving and special events
- Traveled throughout California and Washington to meet with prospects
- Attended and spoke about development updates at all Computer Science and Engineering department board meetings

- Prepared regular gift proposals for individual and corporate donations
- Regularly met with key figures in corporations associated with the Jacobs School of Engineering to develop and strengthen the relationship

Texas Wesleyan University, Fort Worth, Texas

Director of Annual Giving/Director of Development

October 2011-April 2014

Job Duties

- Developed and managed a comprehensive annual fund program that included personal solicitations, telemarketing, direct mail, corporate solicitations and web-based campaigns
- Identified, cultivated and solicited individual prospects, as well as corporations and foundations
- Cultivated major gift supporters who have donated at least **\$25,000** to the university
- Increased the donor giving percentage to the Wesleyan Fund from **3.23% to 7.96%**
- Increased faculty and staff giving from **26% to 53%**
- Created targeted programs for specific groups of alumni, friends, parents, trustees, current and prospective donors, such as the new GOLD (Graduates of the Last Decade) Society
- Managed the student phonathon campaign, with an increase of **30%** in donations with this solicitation method

Breast Cancer Network of Strength, San Diego, California

Development Manager

December 2008-October 2010

Job Duties

- Represented the organization at all speaking engagements including media interviews, corporate events, Walk and Ride events and anything affecting the organization in the community
- Organized all logistics for the Walk to Empower in San Diego, including management of a \$50,000 budget, completed and maintained a projection and progress plan and organized the annual Corporate Breakfast, Team Luncheon, kick-off presentations and information session
- Managed 400 volunteers
- Increased money raised at the Walk to Empower from **\$100,000 to \$200,000**
- Responsible for all national and local corporate sponsors for the organization, including new and renewals

St. Paul's Senior Homes & Services, San Diego, California

Special Projects Coordinator

October 2006-July 2008

Job Duties

- Staff coordinator for two major fundraisers, The LUV Gala and the Wine Fest
- Legislative Liaison which included cultivation of relationships with congressional leaders and staff, meeting and coordinating with organizational leaders and organizing the annual Legislative Breakfast
- Coordinated all annual special events for the CEO including the annual Board Tea, Volunteer Appreciation Event, Board Retreat and the Clergy Appreciation Events

Total Longterm Care, Denver, Colorado

Administrative Assistant/Marketing

December 2002-October 2006

Job Duties

- Provided executive support to the Center Director
- Planned all meetings and events for the center

- Provided tours for potential participants
- Assisted with marketing for housing facilities and independent contracts
- Supervised the Receptionist

United States Senate, Texas/Washington D.C.

Constituent Liaison/Legislative Assistant

February 1999-March 2001

Job Duties

- Interviewed constituents in order to handle their immigration, passport, and border dilemmas
- Aided in the filling out of immigration forms
- Worked with federal agencies putting together legislation for immigration policy
- Analyzed new federal immigration policy and reported findings to the senator

Internships

House of Commons, London, England

Former Assemblyman Jan Goldsmith, San Diego, CA

Language Skills

Speaks Spanish

Clean Energy Alliance

JOINT POWERS AUTHORITY

COMMUNITY ADVISORY COMMITTEE PURPOSE AND SCOPE

Community Advisory Committee (CAC) Authorization

Section 5.9 of the Clean Energy Alliance (CEA) Joint Powers Authority (JPA) Agreement provides the authority for the CEA Board to establish an advisory committee to assist the Board in implementing and operating its CCA program. Pursuant to the JPA Agreement, the committee should have equal representation from the member agencies. The Board may establish criteria to qualify for appointment to the committee, and establish rules, regulations, policies or procedures to govern the committee.

CAC Membership Criteria

- The CAC membership shall consist of two (2) appointees from each CEA member agency and 1 Board Alternate. CAC committee members shall serve staggered three (3) year terms with a two-term limit. In the inaugural year, one appointee seat from each member agency shall serve two (2) years.
- Committee members serve at the pleasure of the Board.
- CAC members will be subject to all applicable conflict of interest laws and may be required to disclose potential conflicts by filing a Form 700. (Information about conflicts of interest and Form 700 can be found here: <http://www.fppc.ca.gov/Form700.html>.)
- Members shall be residents (property owners or renters) or business owners within the service territory of CEA.
- CAC membership will be considered for those that have a relevant background in or expertise related to one or more of the following fields: electricity, community outreach or engagement, or policy advocacy.
- Applicants must be committed to serving on the CAC and attending regular committee meetings, and occasional CEA Board meetings. Committee meetings will be held quarterly unless additional meetings are directed by the Board. Members are expected to maintain a good attendance record. A committee member will be removed from the CAC if the member has two consecutive unexcused absences from CAC meetings or has unexcused absences from more than 25% of the CAC meetings in a calendar year.

- The CAC is subject to Brown Act and all meetings will be publicly noticed and held in public settings pursuant to requirements of the Brown Act.
- CAC meetings, times and location will be determined by the CEA Board.
- The CAC will elect a Chair who will facilitate meetings and provide reports to the Board as needed.

CAC Purpose & Objectives

The purpose of the CAC is to advise the CEA Board of Directors on those matters concerning the operation of its Community Choice Aggregation (CCA) program as directed by the Board of Directors in an annual workplan for the CAC that is adopted by the Board. The objectives of the CAC are to provide feedback to the Board, act as a liaison between the Board and the community and serve as a forum for community input on those matters assigned to the CAC in the annual workplan. The CAC shall not have any decision-making authority but will serve as an advisory body to the Board of Directors.

CAC Member Selection Process

Applicants must complete and submit the Clean Energy Alliance Community Advisory Committee Application (Attachment A). Board Members will nominate two applicants from their respective communities to the full Board for approval. In addition, the full Board will select one Board Alternate to participate on the CAC.

Attachment A
Clean Energy Alliance
Community Advisory Committee Application

CAC Purpose & Objectives

The purpose of the CAC is to advise the CEA Board of Directors on those matters concerning the operation of its Community Choice Aggregation (CCA) program as directed by the Board of Directors in an annual workplan for the CAC that is adopted by the Board. The objectives of the CAC are to provide feedback to the Board, act as a liaison between the Board and the community and serve as a forum for community input on those matters assigned to the CAC in the annual workplan. The CAC shall not have any decision-making authority but will serve as an advisory body to the Board of Directors.

NAME: Tracy Reed

ADDRESS: Escondido CA 92027

PHONE: _____ EMAIL: _____

Are you a resident/business owner of one of the CEA member cities?

If yes, which city: Escondido

Please attach a current resume and respond to the following questions. Please attach a separate sheet if additional space is needed.

What experience/perspective will you bring to the committee?

In 2020 and after 30+ years I retired from the City of San Diego where I served in fields such as Community and Long-Range Planning, Redevelopment, and Business and Economic Development. I am a Veteran and served for 20+ years as a Reservist in the Coast Guard (Naval Engineering) and the Navy (Construction Battalions, Seabees). I hold a Bachelor of Architecture degree and a Master of Public Administration.

Describe any relevant background in or expertise related to one or more of the following fields: electricity, community outreach or engagement, or policy advocacy.

I have spent hours researching/learning solar energy, backup battery systems and electric vehicles (EV's). After I decided to purchase a system for my home and family. This knowledge would be relevant in the role of Community Advisory Committee member. My education and work history has allowed me to gain a wealth of experience in outreach and engagement associated with communities, businesses and neighborhoods, and advocacy.

Do you have any interests or associations that might present a conflict of interest? If yes, please explain:

I currently volunteer with San Diego Zoo Wildlife Alliance (SDZWA) and San Diego Mountain Bike Association (SDMBA), Daily Ranch Trail Crew and to the best of my knowledge none of these associations present a conflict.

What do you hope to accomplish as a member of the Clean Energy Alliance Community Advisory Committee?

My intentions are to serve the City of Escondido, its residents and businesses to the best of my abilities. As a Community Advisory Committee member I hope to help all consumers within the City understand the scope of the Community Choice Aggregation program (CCA), the Clean Energy Alliance (CEA), its Board and the implementation of the established rules, policies and procedures.

Please provide three references

NAME	Phone Number	Relationship
Libby Day		Friend
Russ Gibbon		Friend
Juan Baligad		Friend

By signing below I acknowledge that I have sufficient time to actively participate in the Clean Energy Alliance Community Advisory Committee for the benefit of the program and the communities it serves. I understand that committee members are subject to conflict of interest laws and required to disclose potential conflicts by filing Form 700.

Signature: _____

Date: 4/8/2023

Completed applications should be emailed to: Secretary@TheCleanEnergyAlliance.org

Staff Report

DATE: May 25, 2023

TO: Clean Energy Alliance Board of Directors

FROM: Chief Executive Officer Recruitment Board Subcommittee
Johanna Canlas, General Counsel
Barbara Boswell, Chief Executive Officer

ITEM 7: **Consider Approval of Agreement with Alliance Resource Consulting for Chief Executive Officer Recruitment and Recruitment Process**

RECOMMENDATION

- 1) Approve the agreement with Alliance Resource Consulting for Chief Executive Officer Recruitment, for an amount not to exceed \$32,000, authorize the Board Chair to execute all documents, subject to General Counsel Approval.
- 2) Approve the Chief Executive Officer Recruitment Process.

BACKGROUND AND DISCUSSION

At its March 30, 2023 regular meeting, the Board appointed a subcommittee to oversee the Chief Executive Officer Recruitment (Board Subcommittee) composed of Chair Drucker and Board Members Becker and Melendez. At the Board Subcommittee's direction, proposals from professional executive search firms were solicited. The Board Subcommittee reviewed and evaluated the proposals received from four recruitment firms.

Based on its review, the Board Subcommittee invited Alliance Resource Consulting (Alliance) for an interview. The Board Subcommittee met and interviewed Alliance National Director Cindy Krebs on May 3, 2023.

Ms. Krebs and Alliance conducted the recruitment for San Diego Community Power's Chief Executive Officer in 2022 and has the experience with similar executive searches. Ms. Krebs has the expertise and qualifications to assist CEA in its recruitment needs.

Based on the selection process, the Board Subcommittee recommends Alliance to conduct the search for CEA's new Chief Executive Officer and for the Board to approve the agreement with Alliance and authorize the Board Chair to execute the agreement.

The Board Subcommittee recommends the following recruitment process:

- **Week 1:** Recruiter meets with individual Board members to gather background information.
- **Week 2-3:** Recruiter will develop the Recruitment Profile and advertisement flyer for Board Subcommittee approval. List of potential candidates developed.

- **Week 4-7:** Active Recruitment – Recruiter will solicit, receive, and acknowledge resumes.
- **Week 8-9:** Recruiter will evaluate resumes and gather supplemental information. Recruiter submit progress report and meet with the Board Subcommittee to review leading candidates.
- **Week 10:** Board Subcommittee will interview the most qualified candidates.
- **Week 11:** Final report will be submitted to the entire Board to initiate the final interview process.

It is anticipated that the recruitment process will require special closed sessions for the next three regular meetings (June, July, and August).

FISCAL IMPACT

The not to exceed amount of \$32,000 is available in the approved Fiscal Year 2022/23 Budget.

ATTACHMENTS

Consulting Services Agreement with Alliance Resource Consulting

**AGREEMENT BETWEEN THE CLEAN ENERGY ALLIANCE AND
ALLIANCE RESOURCE CONSULTING FOR
RECRUITMENT SERVICES**

THIS AGREEMENT, is entered into this May of 25, 2023, by and between CLEAN ENERGY ALLIANCE, an independent joint powers authority ("Authority"), and ALLIANCE RESOURCE CONSULTING, a California LLC ("Consultant") (collectively referred to as the "Parties" or individually as a "Party"), with respect to the following essential facts:

RECITALS:

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Sections 6500 *et seq.*) ("Act") with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein and is duly authorized and registered to do business in the State of California.

C. Authority and Consultant desire to enter into this Agreement for Consultant to conduct the Chief Executive Officer recruitment for the Authority.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on May 25, 2023, and shall terminate on September 1, 2023, unless terminated earlier pursuant to Section 19 hereof or extended upon the written mutual agreement of the Parties.

2. **SERVICES TO BE PERFORMED**

Consultant shall perform each and every service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein fully by this reference.

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed Thirty Two Thousand dollars (\$32,000) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

Consultant agrees to perform all services required by this Agreement in a manner commensurate with or exceeding the prevailing standards for a recruiter consultant in California and agrees that all services shall be performed by qualified and experienced personnel in conformity with the applicable requirements of federal, state and local laws in effect at the time that the services are being performed.

6. **INDEPENDENT PARTIES**

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant as an independent contractor and in pursuit of Consultant's independent calling, except to the extent that they are limited by statute, rule or regulation or the express terms of this Agreement. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of the services required by this Agreement, Authority only being concerned with the finished results of the work being performed. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, employer-paid payroll taxes, Social Security, retirement benefits, health benefits, unemployment insurance, workers' compensation plans, vacation and sick leave, nor any other benefits are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. It is the intent of the Parties that neither Consultant nor its officers, employees or agents are to be considered employees of Authority, whether "common law" or otherwise, and Consultant shall indemnify, defend and hold Authority harmless from any such obligations related to its officers, employees and agents.

7. **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 Sections 6500 *et seq.*) pursuant to a Joint Powers Agreement dated November 4, 2019, as amended from time to time, 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. Contractor 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.

8. NON-DISCRIMINATION

Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee or contractor, or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital or veteran status, medical condition, pregnancy, sex, age, sexual orientation, genetic information, gender expression, or any other protected class. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION

A. General Indemnification. Consultant shall, to the fullest extent allowed by law indemnify, defend, and hold harmless the Authority, its members, and their respective officers, officials, agents, employees and volunteers (collectively "Indemnitees") from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, demands, damages, judgments, liens, levies, costs, expenses and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to a breach of this Agreement or the negligence (whether active or passive) or willful misconduct of Consultant or Consultant's employees, officers, officials, agents or independent contractors in the performance of or failure to perform this Agreement, except where caused by the sole or active negligence or willful misconduct of any of the Indemnitees. Such costs and expenses shall include reasonable attorneys' fees of counsel of Authority's choice, expert fees and all other costs and fees of litigation.

B. Employee Benefits Eligibility Indemnification. In the event that Consultant's employee, subcontractor, independent contractor or other person providing services under this Agreement on Consultant's behalf (collectively, "Consultant's Personnel") claims or is determined by a court of competent jurisdiction or administrative agency to be eligible for enrollment in or entitled to any benefits of the Authority or its constituent members, Consultant shall indemnify, defend, and hold harmless Authority or its constituent members for the payment of any employer and employee contributions for such benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of the Authority or its constituent members. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant's Personnel providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including, but not limited to, eligibility to enroll in any benefit program as an employee of Authority or its constituent members and entitlement to any contributions to be paid by Authority or its constituent members for employer contributions and/or employee contributions for any employee benefits.

C. Indemnification for Employee Payments. Consultant agrees to defend and indemnify the Authority and its constituent members for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to any retirement system, social security, salary or wages, overtime payment, or workers' compensation payment which the Authority or its constituent members may be required to make for work done under this Agreement.

D. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section 9 shall not be limited by any provision of insurance coverage that the Consultant may have in effect or be required to obtain and maintain during the term of this Agreement. The provisions of this Section 9 are continuing obligations and survive the completion of the services or termination of this Agreement.

10. **INSURANCE:**

A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by certified mail, Attention: General Counsel. Ten (10) days advance written notice for cancellation due to non-payment of premium shall be provided by the insurer to the Authority in the same manner." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates. All endorsements shall be on forms approved by Authority. Consultant shall provide certified copies of required insurance policies, which shall include the declaration pages, a schedule of forms listing all policy endorsements, and all policy forms, upon Authority's request.

B. Subrogation Waiver. Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation that any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. Primary and Non-contributory. The commercial general liability, including any excess or umbrella policies being used to meet the required limits of insurance, and automobile liability policies shall contain, or be endorsed to contain, a provision that such policies are primary and non-contributory to any insurance that may be carried by the Authority or its members, as reflected in an endorsement at least as broad as CG 20 01 04 13, which shall be submitted to the Authority. Any insurance or self-insurance maintained by the Authority, its members or their respective officers, officials, employees, or representatives shall be excess of the Consultant's

insurance and shall not contribute with it.

D. Failure to secure or maintain insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

E. Additional Insured. Authority, its members, and their respective, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

F. Self-Insured Retentions. Any self-insured retentions are the responsibility of the Consultant and must be declared to and approved by Authority. At the option of Authority, either (1) the insurer shall reduce or eliminate such self-insured retentions as respects the Authority, its members and their respective officers, officials, employees and volunteers, or (2) the Consultant shall provide a financial guarantee satisfactory to Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

H. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

I. Special Risks or Circumstances. Authority reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

11. CONFLICT OF INTEREST

Consultant represents and warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it will be required to fill out a conflict of interest form under Authority's Conflict of Interest Code.

12. PROHIBITION AGAINST TRANSFERS

Consultant shall not assign, 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, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or managing member or joint venturer or syndicate member or cotenant, if Consultant is a partnership or limited liability company or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation or partnership or limited liability company or other entity.

13. **SUBCONTRACTOR APPROVAL**

A. Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

B. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

C. If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the Authority for the acts and omissions of Consultant's subcontractors and for the persons either directly or indirectly employed by the subcontractors, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractors of Consultant and the Authority or its members. In any dispute between the Consultant and its subcontractor, neither the Authority nor any of its members shall be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend, hold harmless and indemnify the Indemnitees as described in Section 9 of this Agreement, should any of the Indemnitees be made a party to any judicial or administrative proceeding to resolve any such dispute.

D. Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **REPORTS**

A. Each and every report, draft, work product, map, drawing, specification, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority and is hereby assigned to the Authority. Consultant shall not copyright any Report prepared as part of the services required by this Agreement, except as may be requested on Authority's behalf. Consultant expressly waives and disclaims, any copyright in, and the right to reproduce all Reports, except upon the Authority's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The Consultant shall, upon request of the Authority, execute any further document(s) necessary to further effectuate this waiver and disclaimer. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

C. All Reports also shall be provided in electronic format.

D. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts and copies therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this Agreement.

16. **SUPPLIER DIVERSITY**

General Order 156 (GO 156) is a California Public Utilities Commission ruling that requires utility entities to procure at least 21.5% of their contracts with majority women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises' ("WMDVLGBTBEs") in all categories. Qualified businesses become GO 156 certified through the CPUC and are then added to the GO 156 Clearinghouse database.

The CPUC Clearinghouse can be found here: www.thesupplierclearinghouse.com. While CEA is not legally required to comply with GO 156, CEA's policies and commitment to diversity are consistent with the principles of GO 156, and CEA has an Inclusive and Sustainable Workforce Policy, which can be found at <https://thecleanenergyalliance.org/key-documents>.

CEA will provide a link to a survey annually to each of its contract vendors, which may

ask for disclosure of (a) their GO 156 certification status, (b) their efforts to work with diverse business enterprises, including those owned or operated by women (“WBE”), minorities (“MBE”), disabled veterans (“DVBE”), and lesbian, gay, bisexual, or transgender people (“LGBTBE”); and (c) other information regarding inclusivity in their workforce or related to CEA’s goals as stated in CEA’s Inclusive and Sustainable Workforce Policy. CEA will use the information obtained solely to help evaluate how well it is conforming to its own policies and goals. Pursuant to California Proposition 209, CEA does not discriminate against nor grant preferential treatment based on race, sex, color, ethnicity, or national origin.

17. **CONFIDENTIALITY AND SECURITY**

A. **Confidential Information.** Consultant shall maintain in confidence and not disclose to any third party nor use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority, including confidential information regarding Authority’s customers and employees, except as may be required by law.

B. **Security.**

1. **Implementation.** Consultant shall implement commercially reasonable administrative, technical and physical safeguards designed to: (a) ensure the security and confidentiality of data and information provided by Authority or used in connection with providing services under this Agreement, including data or information about third parties (“Authority’s Data”); (b) protect against any anticipated threats or hazards to the security or integrity of Authority’s Data; and (c) protect against unauthorized access to or use of Authority’s Data. Consultant shall review and test such safeguards on no less than an annual basis.

2. **Network.** If Consultant makes Authority’s Data accessible through the Internet or other networked environment, Consultant shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of Authority’s Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

3. **Personal Data.** If Consultant processes or otherwise has access to any personal data or personal information on Authority’s behalf when performing Consultant’s services and obligations under this Agreement, then: (a) Authority shall be the data controller (where “data controller” means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Consultant shall be a data processor (where “data processor” means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (b) Authority shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Consultant so that Consultant may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Authority’s behalf in order for Consultant to provide the services and perform its other obligations under this Agreement; (c) Consultant shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Authority from time to time and in accordance with the terms of this Agreement; and (d) each Party shall take

appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the Parties will cooperate to document these measures taken.

4. Information Security. Consultant represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from Authority does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, Consultant shall: (a) Provide Authority with the name and contact information for an employee who shall serve as Authority's primary security contact and shall be available to assist Authority twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify Authority of a security breach as soon as practicable, but no later than twenty-four (24) hours after Consultant becomes aware of it. Immediately following Consultant's notification to Authority of a security breach, the Parties shall coordinate with each other to investigate the security breach. Consultant agrees to fully cooperate with Authority in Authority's handling of the matter. Consultant shall use best efforts to immediately remedy any security breach and prevent any further security breach at Consultant's own expense in accordance with applicable privacy rights, laws, regulations and standards. Consultant agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

C. Notice and Remedy of Breaches. Each Party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 16 of this Agreement, whether or not intentional, and the breaching Party shall, at its expense, take all steps reasonably requested by the other Party to prevent or remedy the breach.

D. Enforcement. Each Party acknowledges that any breach of any of the provisions of Section 16 of this Agreement may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured Party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

18. 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, registered or certified, addressed as hereinafter provided.

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

TO AUTHORITY:

Clean Energy Alliance
Chief Executive Officer
5857 Owens Ave, 3rd Floor
Carlsbad, CA 92008

TO CONSULTANT:

Cindy Krebs
Alliance Resource Consulting
1Centerpointe Drive, Suite 440
La Palma, CA 90623

19. TERMINATION

A. In the event Consultant fails or refuses to perform any of the provisions hereof at the time or in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be not less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, Authority may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. Authority also shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance and within five (5) working days: (1) assemble all documents owned by Authority and in Consultant's possession, and deliver said documents to Authority; and (2) place all work in progress in a safe and protected condition.

B. This Agreement may be terminated by Authority, without cause, upon the giving of thirty (30) days' written notice to Consultant.

C. Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials is the property of Authority pursuant to Section 14 hereof.

20. COMPLIANCE

Consultant shall comply with all applicable local, state and federal laws, now existing or hereafter amended or enacted.

21. 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 related to this Agreement shall be filed with the Superior Court of the County of San Diego, State of California. Consultant hereby waives any and all objections to personal jurisdiction and venue in said forum.

22. **ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **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.

24. **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 Consultant.

25. **DRAFTING AMBIGUITIES**

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

26. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be incorporated 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.

27. **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.

28. **CONSEQUENTIAL DAMAGES**

Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

29. **SEVERABILITY**

In the event that any part of this Agreement is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion or portions of this Agreement that is found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

30. **COUNTERPARTS/ELECTRONIC SIGNATURES**

This Agreement may be executed electronically and in any number of counterpart, which together shall constitute one and the same agreement. A true and correct electronic copy of this Agreement may be used for all purposes as an original.

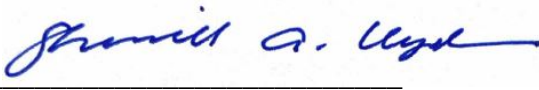
29. **SIGNATORY AUTHORITY**

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.

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

NAME OF CONSULTANT

CLEAN ENERGY ALLIANCE
A Joint Powers Authority

By: 

By: _____

Name: Sherrill Uyeda
Title: Founding Partner

Name: Barbara Boswell
Title: Chief Executive Officer

APPROVED AS TO FORM:

Counsel for Authority

ATTEST:

Authority Clerk

Exhibit A
Scope of Services

Recruitment Methodology & Approach

Alliance Resource Consulting believes that the best way to assist you is to handle all the details of the recruitment process for you. Our objective is to find you qualified candidates that shine – and we do that while working within your expectations and guidelines.

We act as an extension of your organization

Our recruitment approach includes:

1 Strategy Development	2 Active Recruitment	3 Candidate Evaluation & Progress Report Meeting	4 Interviews & Final Reports	5 Background Checks & Negotiations
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Strategy Development

We will interview members of the Search Committee and other client contacts to obtain a detailed understanding of the position, key goals and challenges, and organizational culture. Then we will summarize our findings and submit a Recruitment Profile to you for approval. Once approved, the Recruitment Profile will be sent to potential candidates with authorized information about the organization and the position.

Active Recruitment

Once you have approved the Recruitment Profile, we will actively seek out individuals who meet your expectations.

Our hands-on approach ensures successful outcomes

We will place advertisements in professional journals and online sites because, even today, ads can be an effective means of attracting quality applicants. However, our experience has proven that extra work is often needed to attract the most competitive candidates – they must be sought out and encouraged to explore new opportunities.

To generate a high level of interest in your organization and the position you want to fill, we will conduct thorough research to identify a strong bench of prospective candidates. Then we will reach out to each of them individually via mail, email, social media, and telephone to promote the job and answer any questions they may have. As the application deadline approaches, we will do a final round of follow-up to our target list of candidates to inspire them to pursue the opportunity.

As a matter of corporate policy, we do not discriminate against any applicant on the basis of race, religion, creed, age, color, marital status, sex, sexual identity, gender preference, disability, medical condition, veteran status, or national origin.

Candidate Evaluation & Progress Report Meeting

We will review, acknowledge, and evaluate all applications received. We will conduct screening interviews with the most promising candidates. We will complete article and social media checks.

When we have completed our candidate evaluation, which is typically a week after the resume deadline, we will send you a progress report that includes the leading candidates' application materials. Then we will schedule a meeting with you to walk through the progress report. The purpose here is two-fold: One, you will have the opportunity to review the candidates and select the individuals you would like to interview. Two, we have a chance to learn how your thoughts about the ideal candidate may have evolved during the recruitment process.

Interviews & Final Reports

▶ Candidate Practice Interviews

We will host practice interviews with the candidates on your shortlist. This is an opportunity for us to provide general coaching and feedback to the candidates to ensure they are well-prepared for their interviews with you. We will not share your interview questions with them.

▶ Preliminary Interview & Final Reports

We will schedule the candidates for preliminary interviews with your organization. You will be responsible for identifying and confirming the availability of the interview panelists. When all the candidates' interview times have been confirmed, we will send confidential final reports to the interview panelists so they can familiarize themselves with the candidates' qualifications before the interviews. Interviews can be conducted on-site or virtually. Either way, we will be present on the day of to facilitate the process from start to finish.

▶ Final Interviews

You will be responsible for scheduling follow-up interviews with the candidates who are shortlisted after the preliminary interviews. Upon request and depending on our availability, we may provide support for this step.

Background Checks & Negotiations

▶ Background Checks

In the interest of providing as complete a picture as possible of your top candidate, Alliance will partner with reputable, reliable outside companies who specialize in completing education verifications and conducting civil, criminal, motor vehicle record, and credit checks. In addition, our in-house team will complete 360-degree (supervisor, peer, and subordinate) reference checks for your top candidate. The findings of these efforts will be presented to you in two separate, confidential reports and no extra charge.

► **Negotiations**

As a final step in the recruitment process, we will support you as you negotiate with your top candidate. The goal will be to develop an employment agreement that is acceptable to all parties which creates a solid foundation for future success.

Your Role

As our client, you have a very important role in the recruitment process. While we may identify and recommend qualified candidates, it is you and your organization who must decide which candidate to hire.

To ensure that we are able to provide you with quality candidates, we ask that you:

- Be clear about the qualifications and characteristics you are seeking in the ideal candidate.
- Advise us about any information you would like to keep confidential (e.g., privileged information).
- Provide feedback on the information and recommendations we make.
- Act swiftly with promising candidates. To ensure that your top candidates are not lost to other organizations, we encourage you to schedule interviews within two to three weeks of the application deadline, follow up with the leading candidates immediately after their interviews, and begin negotiations as soon as you have determined who is your top candidate.
- Share complete and honest information about your organization and the employment opportunity with the leading candidates so they feel confident that joining your organization will be the right career move for them.
- Maintain confidentiality (while respecting relevant state laws about open disclosure) to protect the integrity of the recruitment process and to ensure that none of the candidates' current jobs are put at risk.

By doing your part, you will maximize the likelihood of mutual success.

Exhibit B
Schedule of Performance

Week 1	Meet with the appropriate individuals to gather background information.
Week 2-3	Develop and obtain approval for the Recruitment Profile. Develop a list of potential candidates to target. Prepare and place advertisements, if desired.
Week 4-7	Active recruitment — solicit, receive, and acknowledge resumes.
Week 8-9	Evaluate resumes and gather supplemental information. Submit progress report and meet to review leading candidates.
Week 10	Interview the most qualified candidates.
Week 11	Submit final report and initiate the interview process.
Following Interviews	Verify degrees and certifications of the top candidate. Check references and conduct criminal litigation, civil litigation, motor vehicle record and, if appropriate for the position, credit checks. Assist with negotiations.

Exhibit C
Compensation

Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of \$32,000 dollars. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

1st Billing	Due after Start Meeting	\$8,000
2nd Billing	Due upon our submittal of a draft recruitment profile	\$8,000
3rd Billing	Due after we submit our Progress Report to you	\$8,000
4th Billing	Due after preliminary interviews are complete	\$8,000

Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority and must include itemized receipts/documentation.

Additional Services

Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority prior to commencement of any additional services. Consultant shall submit, at the Board’s request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.

Exhibit D
Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with Authority and its members and their respective officials, officers, employees, agents and volunteers named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California and providing, at minimum, \$1,000,000.00 employers' liability coverage.

(2) **Liability:**

Commercial General Liability insurance against claims of Personal Injury (including bodily injury and death) and Property Damage arising from the operations of the contractor, including coverage for premises and operations, use of independent contractors, and products and completed operations. Policy is to be on an occurrence basis with minimum limits of \$1,000,000 per Occurrence for bodily injury, personal injury and property damage. Authority, its board members, officials, agents, and employees shall be named as an additional insured with respects to work performed on behalf of Authority to this policy.

(3) **Automotive:**

Commercial Automobile Liability Insurance for all of the Consultant's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit no less than \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

(4) **Professional Liability**

Professional liability insurance that includes coverage for the professional acts, errors and omissions of Consultant with minimum limit of \$1,000,000. Consultant shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the services or termination of this Agreement, whichever occurs last. Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase Authority's exposure to loss. All defense costs shall be outside the limits of the policy. If Consultant maintains higher limits than the limits shown above, Authority shall be entitled to coverage for the higher limits maintained by Consultant. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Authority.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wigmore Insurance Agency Inc. 880 W. 19th St. License #0811959 Costa Mesa CA 92627	CONTACT NAME: Ken Noden, CPCU PHONE (A/C No. Ext): (714)979-6543 E-MAIL ADDRESS: commercial@wigmoreins.com	FAX (A/C No): (714)549-2943
	INSURER(S) AFFORDING COVERAGE	
INSURED Alliance Resource Consulting, LLC. 1 Centerpointe Drive Suite 440 La Palma CA 90623	INSURER A: Philadelphia Indemnity Ins. Company INSURER B: Hartford Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18058 29424

COVERAGES

CERTIFICATE NUMBER: 22/23 ALL LINES

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2474542	10/15/2022	10/15/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK2474542	10/15/2022	10/15/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB835911	10/15/2022	10/15/2023	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72WECAA6BTQ	08/11/2022	08/11/2023	<input checked="" type="checkbox"/> PER STATUTE	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability			PHPK2474542	10/15/2022	10/15/2023	Each Wrongful Act Limit	\$1,000,000
							Aggregate Limit	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED PER GENERAL LIABILITY DELUXE ENDORSEMENT: TEMPORARY STAFFING PI-GLD-TS (11/15). BLANKET WAIVER OF SUBROGATION PER WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US CG 24 04 05 09. BLANKET WAIVER OF SUBROGATION (WORKERS COMPENSATION) PER WAIVERS OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA FORM WC040306.

CERTIFICATE HOLDER**CANCELLATION**

Clean Energy Alliance 5857 Owens Ave, 3rd Floor Carlsbad, CA 92008	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Timothy Wigmore/K140
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
TEMPORARY STAFFING**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$1,000,000	2
Expected or Intended Injury – Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000	2
Non-Owned Watercraft	Less than 58 feet	3
Damage to Property You Own, Rent or Occupy	\$30,000	3
Medical Payments	\$20,000	3
Medical Payments Reporting Period	3 Years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$2,500	4
Supplementary Payments – Loss of Earnings	\$500 per day	4
Employee Indemnification Defense Coverage	\$25,000	4
Who Is An Insured Additional Insured – Newly Acquired or Formed Organization Additional Insured – Broadened Named Insured Additional Insured – Blanket Additional Insureds When Required by Contract	Included	4
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	4
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Liberalization	Included	5
Unintentional Failure to Disclose Hazards	Included	5
Bodily Injury – Includes Mental Anguish	Included	5
Personal and Advertising Injury – Includes Abuse of Process, Discrimination	Included	6
Other Insurance – Primary Clarification	Clarification	6

Staffing Services Exclusions	Clarification	7
Staffing Services Definitions	Clarification	8

A. Damage to Premises Rented to You

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part:

1. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof;

2. The word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;
 - b. **SECTION III – LIMITS OF INSURANCE**, Paragraph **6.**; and
 - c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**; and
3. The words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**.

B. Expected or Intended Injury – Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2. Exclusions**, Paragraph **a. Expected Or Intended Injury** is deleted in its entirety and replaced by the following:

a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

C. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2. Exclusions**, Paragraph **b. Contractual Liability** is amended by adding the following:

Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000.

This coverage extension only applies to rental lease agreements and is excess over any renter's liability insurance of the client.

D. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, Paragraph (2) is amended to read as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

E. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage To Property, Paragraph (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

F. Medical Payments

- 1. If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part the Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

- 2. Under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, Paragraph a., Item (b) is amended to read:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

G. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, Paragraph e. Athletics Activities is deleted in its entirety and replaced with the following:

e. Athletics Activities

To a person injured while taking part in athletics.

H. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Items 1.b. and 1.d. are amended as follows:

- b. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
- d. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

I. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding.

The most we will pay for any “employee” who is directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

J. Who is An Insured

SECTION II – WHO IS AN INSURED is amended as follows:

1. Newly Acquired or Formed Organization

If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is amended to read:

- a. Coverage under this provision is afforded until the end of the policy period;
- 2. Each of the following is also an insured:
 - a. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - b. **Blanket Additional Insureds When Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

- c. **Interns** – Your interns only while performing duties related to the conduct of your business.
- d. **Contractors** – Any individual or organization under written contract or written agreement with you who provides “staffing services” on your behalf and at your direction for your clients.

K. Duties in the Event of Occurrence, Offense, Claim or Suit

1. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.a.** the requirement that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense, applies only when the “occurrence” or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An "executive officer" or insurance manager, if you are a corporation.
2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. b.** the requirement that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An "executive officer" or insurance manager, if you are a corporation.

L. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us includes the following clarification:

Therefore, the insured can waive the insurer’s rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

M. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period

of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is amended to read:

“Bodily injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14., Item b. is revised to read:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal and advertising injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

Q. Section IV – Commercial General Liability Conditions is amended by the addition of the following:

The following language is added to Item 4. **Other Insurance**:

Insurance under this endorsement is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

R. Staffing Services Exclusions

The following exclusions are added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**:

Actions Or Activities Of PEO Worker

"Bodily injury" or "property damage" arising from the actions or activities of any "PEO worker".

Professional Services Exclusion

"Bodily injury" or "property damage" due to the rendering of or failure to render any professional service. This exclusion does not apply to your liability for "bodily injury" or "property damage" arising out of your "employee's" providing or failing to provide professional health care services to another of your "employees", but no "employee" is an insured for his or her providing or failure to provide such professional health care services.

Wrongful Acts

"Bodily injury" or "property damage" arising from a wrongful act in the rendering or failure to render services to or for your client.

For the purposes of this exclusion, wrongful act shall mean any actual or alleged act, error, or omission, misstatement, or misleading statement in the course of providing "staffing services" to your clients by you or by any person for whose acts you are legally responsible.

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is amended as follows:

1. Exclusion **k.** does not apply.
2. Exclusions **a., b., e., f., g., h., i., l.,** and **p.** do not apply to any insured who did not personally acquiesce in or remain passive after having personal knowledge of such conduct. Our obligation to pay shall begin once the full extent of the assets of the responsible insured has been exhausted and once the Deductible as shown in the Declarations of the policy has been satisfied.
3. The following exclusions are added to Paragraph **2. Exclusions**:

Actions Or Activities Of PEO Worker

"Personal and advertising injury" arising from the actions or activities of any "PEO worker".

Professional Services Exclusion

"Personal and advertising injury" due to the rendering of or failure to render any professional service.

Wrongful Acts

"Personal and advertising injury" arising from a wrongful act in the rendering or failure to render services to or for your client.

For the purposes of this exclusion, wrongful act shall mean any actual or alleged act, error, or omission, misstatement, or misleading statement in the course of providing “staffing services” to your clients by you or by any person for whose acts you are legally responsible.

S. Staffing Services Definitions

1. SECTION V – DEFINITIONS, Paragraph 5. is revised to read:

“Employee” includes but is not limited to a “leased worker” and a “staffing service employee”. “Employee” does not include a “temporary worker” or a “PEO worker”.

2. The following definitions are added to SECTION V – DEFINITIONS:

- a. “PEO service” means staffing related services as a Professional Employer Organization (PEO) you provide to your clients and to “PEO workers” in connection with employment of such workers.
- b. “PEO worker” means a person you lease to your client under a written “PEO service” agreement or contract.
- c. “Staffing Services” means services provided by a staffing company to their clients including but not limited to:
 - (1) Fulfillment of any of the administrative functions which would otherwise be normally fulfilled by an employer’s human resource function;
 - (2) Staffing related administrative services provided by an Administrative Services Organization (ASO);
 - (3) “PEO service”;
 - (4) Staffing related services provided to your clients for the recruitment, selection and placement of a person for employment with a client.
 - (5) Temporary, contingent or contract placement services;
 - (6) Vendor Management Service (VMS), means the facilitation, purchase and management of “staffing services” for clients including the placement and fulfillment of orders for “staffing service employees”;
 - (7) Services performed on behalf of your client by a “staffing service employee” who is not a direct hire or permanent placement;
 - (8) Services performed for a client company to supply that client company with a “staffing service employee”.
- d. “Staffing service employee” means a person who is furnished by you to your client to perform the duties to which you have agreed.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 72 WEC AA6BTQ

Endorsement Number:

Effective Date: 08/11/22

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Alliance Resource Consulting LLC
1 CENTERPOINTE DR STE 440
LA PALMA CA 90623

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____
Authorized Representative



Staff Report

DATE: May 25, 2023

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Chief Executive Officer

ITEM 8: Review Proposed Clean Energy Alliance Fiscal Year 23/24 Budget and Schedule Adoption for June 29, 2023

RECOMMENDATION

Review proposed Clean Energy Alliance Fiscal Year 23/24 Budget, provide direction additions and schedule Adoption for June 29, 2023.

BACKGROUND AND DISCUSSION

The proposed fiscal year 23/24 budget (detail below) reflects service expansion into the cities of Oceanside and Vista, addition of new positions, projected power supply costs based on current forward price curves and existing contracts, on-going regulatory compliance requirements and professional and legal services required to support operations.

The following assumptions were used to develop the proposed budget:

- Revenue based on current adopted rates and projected usage,
- Power supply costs based actual executed contracts and May forward price curves,
- Reasonable power supply cost contingency based on historical volatility,
- Addition of several key positions including hiring of full-time CEO,
- Consulting services based on approved contracts,
- Required pre-payment of \$5 million on Line of Credit due December 2023,
- Repayments of original \$150,000 start-up loans to Carlsbad, Del Mar and Solana Beach.

Fiscal Year 22/23 Year End Estimates

As part of developing the FY 23/24 proposed budget, staff has evaluated the current FY 22/23 budget to determine the projected ending net results.

Revenues are expected to come in as projected while expenditures are expected to come in under budget as reflected in the chart below:

Fiscal Year 22/23	Midyear Adjusted Budget	Year End Estimate	Variance Fav/(Unf)
Projected Revenue	\$96,825,523	\$97,203,350	\$377,827
Projected Operating Expenses	\$89,845,542	\$90,449,730	(\$604,188)
Projected Financing Costs	\$565,447	\$1,050,000	(\$484,553)
Net Results	\$6,414,534	\$5,703,620	(\$710,914)

Expenses above the mid-year adjusted budget are driven primarily by the addition of a previously unplanned expense for bad debt which is deemed necessary given the significant recent expansion. It is possible that the amount estimated is more than needed once all the year-end accounting and year-end audit has been completed. In addition, the projected financing costs are higher than the adjusted budget based on the recent increase in the line of credit with JP Morgan. Additional borrowing was needed to support working capital and early purchases of energy as collections from the recent expansion catch up to power supply expenses.

Proposed Fiscal Year 23/24 Operating Budget

The FY 23/24 proposed budget was based on the following priorities and goals:

- Financial Stability
- Meeting Regulatory Compliance
- Successful Expansion to Oceanside and Vista

Based on current assumptions, including accounting for the additional customers to be served in Oceanside and Vista starting in April 2024, sufficient revenues are projected to cover costs with net positive results of operations in the amount of \$17,553,795, as summarized below and detail reflected in the attachment.

The chart below compares the FY 22/23 Year End Estimates to FY 23/24 Proposed Budget:

	FY 22/23 Year End Estimate	FY 23/24 Proposed Budget	Variance Fav/(Unf)
Projected Revenue	\$97,203,350	\$230,915,000	\$133,711,650
Projected Operating Expenses	\$90,449,730	\$212,661,205	\$122,211,475
Projected Financing Costs	\$1,050,000	\$700,000	\$350,000
Net Results	\$5,703,620	\$17,553,795	\$11,850,175
Required 5% Operating Reserve Contribution	\$4,860,168	\$11,545,750	

The increase in revenues is based on anticipated new revenue generated by the April 2023 service expansion to the cities of Escondido and San Marcos and from the expansion in April 2024 to Oceanside and Vista. The increase in expenditures is due mostly to the increase in energy purchases related to higher energy prices and to the service expansions (increase of \$113.3MM). The two other largest increases are

related to staffing expansion plans (increase of \$2.7MM) and allowance for bad debt expense due to unknowns related to the expansions (increase of \$3.8 million).

Loan Repayments

Per the terms of our line of credit agreement with JP Morgan, CEA is required to make a \$5MM payment by the end of December 2023. Once made, those funds will be made available after 30 days for re-use if needed. In addition, the proposed total outflows up for Board approval includes repayment of the \$504,017 currently owed to member agencies.

Other Line Item Assumptions.

Power supply costs include the costs related to the expansion into Oceanside and Vista, including Resource Adequacy, Conventional Energy, Renewable Portfolio Standards and Carbon Free. To the extent those needs are not yet contracted for, staff utilized current available forward price curves and market data. Due to the uncertainty in those costs, staff has also included additional funds for contingency.

Data Management/Call Center

Data Management/Call Center costs are based on a per account basis. As CEA expands and increases accounts, the Data Management/Call Center costs increase accordingly. The increase from FY 2022/23 to FY 2023/24 reflects the full year of service to Escondido and San Marcos and the partial year service to Oceanside and Vista (April – June 2024).

Staff/Consultants

Staffing and consultant costs are proposed to increase from \$290,500 to \$3,000,000 from FY 22/23 to FY 23/24. The increase is to cover salary and benefits, as well as other overhead items such as technology needs, office space, etc., for the following positions to be hired:

- Chief Executive Officer
- Board Secretary
- Regulatory Analyst
- Procurement Manager
- Account Services/Program Manager

The following table provides the line-item detail of FY 22/23 Year End Estimates and FY 23/24 Proposed Budget.

**Clean Energy Alliance
FY 22/23 Year End Estimates and FY 23/24 Proposed Budget**

Budget and Forecast	FY2022-2023		FY2023-2024
	Mid-Year Adjusted/Approved Budget	Full-Year Forecast	Proposed Budget
OPERATING REVENUES			
Customer Base Revenues	\$96,825,523	\$97,203,350	\$230,915,000
Non-Operating Revenues	-	-	
TOTAL REVENUES	\$96,825,523	\$97,203,350	\$230,915,000
OPERATING EXPENSES			
Power Supply	86,635,982	86,662,905	200,000,000
Data Management/Call Center	1,151,180	1,100,000	2,500,000
Staffing/Consultants	382,900	290,500	3,000,000
Legal Services	335,000	350,000	467,500
Professional Services	1,002,100	934,200	1,448,885
Audit Services	10,000	8,900	10,000
Software & Licenses	15,100	9,325	15,000
Memberships & Dues	121,000	90,000	292,040
G&A (inlcudes Bad Debt expense)	192,280	1,003,900	4,927,780
TOTAL OPERATING EXPENSES	89,845,542	90,449,730	212,661,205
OPERATING MARGIN	\$6,979,981	\$6,753,620	\$18,253,795
FINANCING			
NET INTEREST EXPENSE/(INCOME)	565,447	1,050,000	700,000
CHANGE IN NET POSITION	\$6,414,534	\$5,703,620	\$17,553,795
Net Position at the beginning of period	(\$3,333,642)	(\$3,333,642)	\$2,369,978
Net Position at the end of period	\$3,080,892	\$2,369,978	\$19,923,773
Repaid to Member Agencies			504,017
Repaid to Line of Credit (JP Morgan)			5,000,000
Total Outflows - Board Approval			218,865,222

Total Outflows include the sum of Operating Expenses, Financing Costs, Repayment to Member Agencies, and Repayment of a Portion of the Line of Credit to JP Morgan.

Proposed Additions for Board Consideration not yet Included:

At its last meeting, the Community Advisory Committee (CAC) considered program and project ideas and prioritized the following items for the Board to consider funding in the coming fiscal year budget. These items are not yet reflected in the draft budget as proposed above.

- Community Solar/Feed-in-Tariff – A community solar program would provide funds to support and encourage development of small -scale renewable energy projects within CEA’s service territory. The Board would approve the Feed-in-Tariff at a future meeting that would set the rates CEA would offer for renewable energy projects that meet the specifications and determined in the approved program.
- Grant Writer – The CAC recommends the Board consider adding funds to the budget for a grant writer. There are various grant funding opportunities CEA could apply for with the assistance of a grant writer. Doing so provides funds for programs that are not currently available within CEA’s existing budget.
- Home Electrification – The CAC is interested in CEA establishing a program that would provide funding support for CEA’s customers to implement home electrification conversions such as induction cooktops and heat pumps.

Staff recommends the Board direct staff and the CAC to return to the Board with the program specifics for Board approval and specific funding approval.

The proposed budget will be brought back to the Board for formal adoption at its June 29, 2023, regular meeting.

FISCAL IMPACT

Revenue from energy sales to customers provides sufficient funds for the proposed expenditures and contribution to reserves.

ATTACHMENTS

None



Staff Report

DATE: May 25, 2023

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Chief Executive Officer

ITEM 9: Consider Approval of Clean Energy Alliance Employee Handbook, Drug and Alcohol Policy and Employee Benefits Policy

RECOMMENDATION

- 1) Approve Clean Energy Alliance Employee Handbook.
- 2) Approve Clean Energy Alliance Alcohol and Drug Policy.
- 3) Approve Clean Energy Alliance Employee Benefits Policy.

BACKGROUND AND DISCUSSION

Employee Handbook

As a new organization and in anticipation of hiring staff, Clean Energy Alliance (CEA) needs to have an Employee Handbook (Handbook). The Handbook establishes CEA's employment policies and procedures and workplace code of conduct.

The proposed Handbook was developed utilizing best practices and current employment law. The Handbook was reviewed by CEA's General Counsel and reflects their recommendations.

Alcohol and Drug Policy

The proposed Alcohol and Drug Policy has been drafted using current best practices and reflects current employment law. It establishes CEA's policies and procedures related to alcohol and drug use.

Employee Benefits Policy

The Clean Energy Alliance proposed budget for FY23/24 includes the assumption of hiring of several new employees. In fact, the Board has already initiated a search for a permanent CEO.

As part of hiring employees, CEA will need to offer a reasonable and competitive benefits package. Staff has completed a survey of benefits that are offered by CEA's member cities and CCAs throughout the state.

Below is a summary of the proposed benefits package with estimated costs after the summary, based on the survey results, CEA's size, and staff recommendation.

Clean Energy Alliance

Proposed Benefits Summary (Page 1 of 2)

Health Insurance: For new hires, coverage begins on the first day of the month following the first day of employment. In the case that employment starts on the first day of the month, coverage begins on that day.

Medical Insurance: CEA offers XXXX and XXXX. CEA will pay the full cost of medical insurance for each enrolled employee. CEA also pays 50% of the additional cost for each enrolled dependent.

Dental Insurance: CEA offers XXXX. CEA will pay the full cost of dental insurance for each enrolled employee. CEA also pays 50% of the additional cost for each enrolled dependent.

Vision Insurance: CEA offers XXX. CEA will pay the full cost of vision insurance for each enrolled employee. CEA also pays 50% of the additional cost for each enrolled dependent.

Other Insurance:

Long-Term Disability: CEA pays the full cost of long-term disability insurance in the event an employee is unable to work for longer than 90 days due to illness or injury. Coverage is at 60% of the base compensation at the time of disability up to a maximum of \$10,000 per month.

Basic Life Insurance: CEA pays the full cost of \$50,000 basic life insurance coverage per employee. Coverage begins on the first day of the month following the start of employment.

Supplemental Life: CEA employees are eligible to purchase supplemental life insurance above the \$50,000 base level. Coverage is also available for dependents under the terms of the plan. All Supplemental Life Insurance coverage is voluntary. The cost for all supplemental life insurance is dependent on age and is fully paid by the employee.

Tech Allowance:

- Company-provided equipment includes laptop, monitor, associated keyboard, mouse, and cords.
- \$100 month allowance (taxable) to all full-time employees for cell phone, internet, etc.

Social Security: CEA participates in Social Security – per Federal Law, CEA pays 50%, and the employee pays 50% up to the Federal maximum.

Flexible Spending: CEA offers Flexible Spending Accounts through CEA's payroll provider. Enrollment election is available for medical/vision/dental expenses and

Clean Energy Alliance

Proposed Benefits Summary (Page 2 of 2)

dependent care. Eligibility begins on the first day of the month following 30 days of employment.

Retirement/Deferred Compensation:

457(b) Deferred: Employees can voluntarily contribute to a 457(b) deferred compensation plan according to IRS limits (For 2023, the maximum contribution is \$22,500; an additional \$7,500 is permitted if over 50 years old). Employees can choose to allocate portions of their contributions on a pre-tax basis to a traditional 457(a) and/or on a post-tax basis to a Roth version.

401(a) Retirement: CEA provides a contribution of 5% of salary for each employee. CEA also matches each employee’s contribution to the 457(b) deferred contribution plan (described above) up to a maximum of 5% of their salary in any given calendar year. Both of CEA’s contributions will be made to the 401(a)-retirement plan and vest in equal annual amounts over five (5) years based on the first day of employment.

Accrued Vacation:

Employment Seniority	Days Accrued /Year	Hours Accrued/ Year	Hours Accrued/ Pay Period	Maximum Accrual (Hours)
Hire date to end of 2nd year of employment	15	120	5.00	180
Beginning of 3rd year to end of 6th year	20	160	6.67	240
Beginning of 9th year and after	25	200	8.33	300

Sick Leave: Accrue 8 hours per month (96 hours per year) of sick leave, with maximum accrual of 144 hours.

Holidays: Paid holidays per year are New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Winter Break (December 24 through December 31).

Note: The information contained in this document is a summary for representative purposes only. Employees should consult the individual plan document terms and conditions for detailed terms and explanations of coverage.

Estimated Annual Costs

Based on recent information provided by other CCAs related to their benefit plans and costs, below are estimated costs that might be available.

		100% of Employee + 50% of Dependent for Medical/Dental/Vision		
		Cost to CEA		
Medical		Employee Only	Employee +1	Employee + Family
	PPO (very rich)	\$ 14,647	\$ 21,945	\$ 26,352
	HMO (very rich)	\$ 13,868	\$ 20,814	\$ 24,967
	Kaiser (modest)	\$ 12,731	\$ 18,948	\$ 22,674
Dental		\$ 492	\$ 663	\$ 900
Vision		\$ 96	\$ 141	\$ 196
<u>Assuming Employee Contributes Full 5% of Salary</u>				
Retirement - Executive				
	CEA Contribution 5%	\$ 12,500		
	CEA Match 5%	\$ 12,500		
	Total	\$ 25,000		
Retirement - Analyst				
	CEA Contribution 5%	\$ 5,000		
	CEA Match 5%	\$ 5,000		
	Total	\$ 10,000		
Long-Term Disability		\$ 600		
Life Insurance		\$ 156		
Technology Allowance		\$ 1,200		
<u>Range of Total Costs</u>				
		\$ 42,191	\$ 49,705	\$ 54,404
Executive		\$ 41,412	\$ 48,574	\$ 53,020
		\$ 40,275	\$ 46,708	\$ 50,727
		\$ 27,191	\$ 34,705	\$ 39,404
Analyst		\$ 26,412	\$ 33,574	\$ 38,020
		\$ 25,275	\$ 31,708	\$ 35,727

Range of Annual Costs

The actual cost of benefits will depend on the medical plan chosen by an employee and their family size and makeup. However, based on some broad estimates, we can expect that the full benefits and retirement costs will be as follows:

Executive: \$40,000-\$55,000 per year

Analyst - \$25,000-\$40,000 per year

FISCAL IMPACT

The cost of benefits for each employee will range between \$25,000 and \$55,000 depending on employee level, salary, and family/dependent makeup.

ATTACHMENTS

Attachment A – Clean Energy Alliance Employee Handbook

Attachment B – Clean Energy Alliance Alcohol and Drug Policy



CLEAN ENERGY ALLIANCE

Employee Handbook

May 2023

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Introductory Policies

Introduction & Future Revisions

CEA hopes all employees find their employment with Clean Energy Alliance (“CEA”) to be both rewarding and challenging. CEA’s staff are key to CEA’s success, and CEA carefully selects new employees. This handbook is not a contract, express or implied, nor does it guarantee employment for any specific length of time.

The policies included in this handbook are guidelines only and are subject to change as CEA deems appropriate. From time to time, employees may receive notice of new or modified policies, procedures, benefits, or programs. No oral statements or representations can in any way change or alter the provisions of this employee handbook.

Classification of Employees

All employees of CEA whether exempt, non-exempt, full-time, part-time, or temporary are employed at-will. Participation in CEA’s benefits programs may be affected by an employee’s employment status or classification. The following definitions apply to the classifications of employment at CEA:

1. “Exempt” employees are those employees whose duties and responsibilities allow them to be “exempt” from certain provisions of the Federal Fair Labor Standards Act (FLSA) and applicable state laws and applies to certain administrative, professional, and executive staff. Exempt employees qualify for exemption from overtime regulations under state and federal law and their salaries already take into account that they may work long hours. If an employee is Exempt, they will be advised at the time they are hired, transferred, or promoted.
2. “Non-Exempt” employees are all other regular employees who are not classified as Exempt. Non-Exempt employees receive extra pay for overtime work (as described in the overtime section of this employee handbook). Employees working in Non-Exempt positions are compensated for the actual amount of time spent on duty and are entitled to receive time and one-half (1 ½) their regular rate of pay for each hour worked in excess of forty (40) hours in a workweek.
3. “Full-Time” employees work on a regular basis for at least 40 hours per week. Full-Time employees may be classified as Exempt or Non-Exempt. They are generally eligible for all CEA benefits, so long as they meet the applicable requirements, such as length of service.
4. “Part-Time” employees are regularly scheduled to work fewer than 40 hours per week. Part-Time employees who are regularly scheduled to work a minimum of 30 hours per week are entitled to applicable benefits, according to a prorated formula based on their average hours worked compared to a standard 40-hour workweek. Part-Time employees who are regularly scheduled to work less than 30 hours per week are not eligible for benefits covered in this employee handbook, other than those required by law or as stipulated in writing signed by the Chief Executive Officer or designee.
5. “Temporary Employees” are hired with the understanding that their employment will not

continue beyond a stated date or beyond completion of a specified project or projects. Temporary Employees will generally not be employed for more than six (6) months. Temporary Employees are not eligible for benefits covered in this employee handbook, other than those required by law or as stipulated in writing signed by the Chief Executive Officer or designee.

6. "Interns" are employees who are gaining supervised practical experience in a professional field. Interns will be paid but are not eligible for any benefits listed in this employee handbook, except as required by law.

Our Working Relationship

CEA does not offer tenure or any other form of guaranteed employment. Either CEA or the employee can terminate the employment relationship at any time, with or without cause, with or without notice. This is called Employment-At-Will. This Employment-At-Will relationship exists regardless of any other written statements or policies contained in this handbook or any other CEA documents or any verbal statement to the contrary.

No one except CEA's Chief Executive Officer or designee can enter into any kind of employment relationship or agreement that is contrary to the previous statement. To be enforceable, such relationship or agreement must be in writing, signed by the Chief Executive Officer or designee, and approved by the CEA Board of Directors.

Open Communication Policy

At CEA, courtesy, tact, and consideration should guide each employee in relationships with fellow workers and the public. It is mandatory that each employee show maximum respect to every other person in the organization. The purpose of communication should be to help others and to make the business run as effectively as possible, thereby gaining the respect of colleagues and customers.

Equal Employment Opportunity

CEA is an equal opportunity employer and makes employment decisions on the basis of merit and business need. CEA's policies prohibit unlawful discrimination based on race, color, religious creed, gender, pregnancy (or related medical condition), genetic information, genetic characteristics, gender identity, gender expression, religion, marital status, military or veteran status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, or any other consideration made unlawful by federal, state or local laws. All such discrimination is contrary to CEA policy.

Reasonable Accommodation

Under the California Fair Employment and Housing Act and the Americans with Disabilities Act, CEA will reasonably accommodate an employee or applicant with a disability if the employee or applicant is otherwise qualified to safely perform all of the essential functions of the position.

CEA will make reasonable accommodations when requested to comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability. CEA will engage in a timely, good-faith, interactive process to determine a reasonable accommodation, if any, in response to a

request for reasonable accommodation by an employee or applicant with a known physical or mental disability or known medical condition. CEA will consider all requests for accommodation, but retains discretion to determine what, if any, accommodation to provide.

Unlawful Harassment, Discrimination, and Retaliation

It is CEA's intent and the purpose of this policy to provide all employees, applicants, and contractors with an environment that is free from any form of harassment, discrimination, or retaliation as defined in this policy. CEA prohibits any form of conduct that violates this policy. CEA also prohibits any employee from retaliating in any way against anyone who has raised any concern about harassment or discrimination against another individual. CEA will investigate any complaint of harassment, discrimination, and retaliation and will take immediate and appropriate disciplinary action if any such conduct has been found within the workplace.

The above policy includes both sexual harassment, as well as harassment or discrimination based on an employee's status in a protected class. These classes include, but are not necessarily limited to race, color, religion, age, gender, genetic information, genetic characteristics, gender identity, gender expression, sexual orientation, pregnancy (or related medical condition), national origin or ancestry, disability, medical condition, marital status, veteran status, military status, or any other protected status defined by federal, state, or local laws. This policy also prohibits unlawful harassment or discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy extends to unlawful harassment of CEA employees by any other CEA employees, vendors, independent contractors, customers, or others with whom employees may meet during their work for CEA.

What Is Workplace Harassment?

Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes, social media communication, messages or statements, pranks, intimidation, physical assaults or contact, or violence. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and taking retaliatory action against an employee for discussing or making a harassment complaint. In addition, this policy protects employees against conduct from all individuals in the workplace, such as fellow employees, supervisors, outside customers, vendors, independent contractors, or other non-employees who conduct business with CEA.

What Is Sexual Harassment?

One type of harassment is sexual harassment, which may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature. When this conduct creates an offensive, hostile and intimidating working environment, it may prevent an individual from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implied or stated, and when an employment decision is based on an individual's acceptance or rejection of such conduct.

It is important to note that harassment crosses age and gender boundaries and cannot be stereotyped. Among other perceived unconventional situations, sexual harassment may involve two women or two men.

Generally, two categories of sexual harassment exist. The first, "quid pro quo," may be defined as the demand for sexual favors in exchange for improvement or continuance in an employee's working conditions and/or compensation. The second category, "hostile, intimidating, offensive working environment," can be described as a situation in which unwelcome sexual advances, requests for sexual favors, or verbal or other conduct creates an intimidating or offensive environment. Examples of a hostile, intimidating, and offensive working environment include, but are not limited to, pictures, cartoons, symbols, or items found to be offensive. An employee may have a claim of harassment even if he or she has not lost a job or other economic benefit.

Retaliation

Retaliation against an employee (and an employee's associates) who reports or provides information about harassment or discrimination is strictly prohibited. Any act of reprisal violates this policy and will result in appropriate disciplinary action. Examples of actions that might be retaliation against a complainant, witness, or other participant in the complaint process include: (1) singling a person out for harsher treatment; (2) lowering a performance evaluation; (3) failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion, or discharge; (4) spreading rumors about a complaint or a complainant; (5) shunning and avoiding an individual who reports harassment or discrimination; or (6) real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.

Responsibility

All CEA employees, and particularly supervisors, have a responsibility for keeping the work environment free of harassment, discrimination, and retaliation. Any employee who becomes aware of an incident that violates this policy, whether by witnessing the incident or being told of it, must report it to their immediate supervisor, the Chief Executive Officer or designee, General Counsel, or a management representative with whom they feel comfortable. Employees may report complaints outside of their usual chain of command. When supervisors become aware of the existence of conduct that could violate this policy, they are obligated to direct it to the Chief Executive Officer or designee, whether or not the complainant wants their supervisor to do so. The Chief Executive Officer or designee will determine what level of investigation and response is necessary.

Reporting

If an employee believes they are being harassed, discriminated against, or retaliated against by any CEA employee, customer, contractor, or other business contact, they are required to report it to their supervisor or any other member of management. While CEA encourages employees to communicate directly with the alleged offender and make it clear that their behavior is unacceptable, it is not required. It is essential, however, to notify a supervisor or member of management immediately even if

the employee is not sure the offending behavior is prohibited under this policy. Any incidents in violation of this policy must be immediately reported.

All reports will be promptly, fairly, and thoroughly investigated by qualified personnel and will be closed in a timely manner. Confidentiality will be maintained to the extent possible but cannot be guaranteed. Investigations will be documented and tracked for reasonable progress.

Any employee found to have harassed, discriminated against, or retaliated against another employee will be subject to severe disciplinary action up to and including termination. CEA will also take any additional action necessary to appropriately remedy the situation. Retaliation of any sort will not be permitted. No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

Option to Report to Outside Administrative Agencies

Applicants, employees, officers, officials, and contractors have the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD). These governmental agencies investigate and prosecute complaints of unlawful discrimination, harassment, or retaliation in employment. Employees who believe that they have been unlawfully harassed, discriminated against, or retaliated against may file a complaint with either of these agencies. The EEOC and the CRD serve as neutral fact finders and attempt to help the parties voluntarily resolve disputes. The nearest offices are listed on the specific agency's website, as well as on posters located on CEA's bulletin boards.

Employment Policies and Practices

Job Duties

An employee's supervisor will explain their job responsibilities and the performance standards expected of an employee. An employee's job responsibilities may change at any time during employment. For example, an employee may be asked to work on special projects or to assist with other work necessary or important to the operation of CEA. It is expected that CEA will have an employee's cooperation and assistance in performing such additional work.

CEA also may, at any time, with or without notice, alter or change an employee's job responsibilities, reassign, or transfer their position, or assign an employee additional job responsibilities depending on business needs.

Work Schedules

CEA's normal business hours are 8:00 a.m. through 5:00 p.m., Monday through Friday. Each employee's supervisor will assign an individual work schedule, and an employee is expected to be ready to perform their work at the start of their scheduled shifts. Flexible work schedules and telecommuting (when CEA establishes a physical location for employees to report to) may be allowed with the approval of an employee's supervisor. Alternative work arrangements are not an entitlement or employee benefit. A supervisor may end the arrangement at any time for any reason or without cause. All changes to normal

working hours, flexible work schedules, and telecommuting arrangements should be documented with each employee's supervisor and Human Resources representative, if available.

On occasion, work schedules may fluctuate with customer demand and business needs. If a change in an employee's work schedule is required, their supervisor will notify them at the earliest opportunity. Employees may be required to work overtime or hours other than those normally scheduled. Exempt employees are required to work as many hours as are necessary to complete the responsibilities of their positions.

Personnel Records

A personnel file will be confidentially maintained for each CEA employee. An employee may review their personnel file during regular business hours upon making a request to the Chief Executive Officer or designee. An appointment will be made for the purpose of allowing the review.

CEA will treat all employees' personnel records as confidential and private, to the extent required by law.

Employees should promptly notify CEA of any changes in personal data. Keeping personnel files up to date can be important with regard to pay, deductions, benefits and other matters. Coverage or benefits that an employee and their family may receive under CEA's benefits package could be negatively affected if the information in a personnel file is incorrect.

Inspection of Payroll Records

Employees and former employees have the right to inspect and obtain copies of their own payroll records as required by applicable law. All requests must be submitted in writing to CEA's Chief Executive Officer or designee. Responses will be provided as required by law. Employees who make a request may be asked to provide identification and may be required to pay for the cost of making the copies.

Layoffs and Work Reductions

CEA may implement layoffs. Employees will be selected for layoff at CEA's discretion based on a combination of factors, including, but not limited to, business needs, employee performance and productivity, qualifications, attendance, attitude, ability, willingness to work the required days and hours, and the ability to work cooperatively with others in the affected work unit.

The weight given to the above factors may vary depending upon the needs of the affected work unit and CEA as a whole at the time of the layoff.

Employment Separation

CEA strives to ensure a smooth transition for employees leaving CEA. As noted throughout this handbook, employment at CEA is on an at-will basis. This means that an employee is not required to work for CEA for any specific length of time nor is CEA required to employ individuals for any specific length of time. An "at-will" employee is subject to termination of employment at any time CEA concludes it appropriate to do so. **The statements made in this policy do not alter, modify, or limit the employment-at-will relationship.**

CEA will consider an employee to have voluntarily terminated their employment if an employee:

1. Resigns from CEA;
2. Fails to return from an approved leave of absence on the date specified by CEA; or
3. Fail to report to work or call in for 3 consecutive workdays.

In the event that an employee resigns voluntarily, CEA may ask – but does not require – that they provide two (2) weeks’ notice to allow for a smooth transition and training of any replacement personnel.

All CEA property such as office equipment, credit cards, keys, manuals, computer equipment, and cell phones must be returned to the employee’s immediate supervisor on or prior to the last day of employment.

Final wages for time worked, plus any pay for unused but accrued vacation, will normally be paid on the employee’s last day of employment, but no later than the next regularly scheduled payday.

Involuntary separation from service means that the termination action is being initiated by CEA, rather than by the employee. In general, employees who are involuntarily separated by CEA are not eligible for rehire. In addition, employees who voluntarily resign may still be ineligible for rehire if CEA learns of circumstances that would have justified involuntarily separating them for performance-based reasons regardless of when that information is acquired. However, employees who are separated due to layoff or restructuring may be eligible for rehire or recall at CEA’s discretion.

If an employee meets eligibility requirements for rehire at the time of their separation from CEA, they may apply for any open position. Former employees will be considered along with all other applicants and have no greater chance of being selected for employment than all other applicants.

If an employee is rehired by CEA or converts from Part-Time to Full-Time status, the length of service with CEA for all purposes will be calculated from the rehire date or the date of conversion to Full-Time status. If an employee converts from Part-Time to Full-Time status, the length of service will discontinue accruing while the employee is in Part-Time status.

Employment Verification and References

When CEA receives a request for references or employment verification, CEA will disclose only the dates of employment and the title of the last position held. CEA will provide a prospective employer with an employee’s last earned wage or salary only at the employee’s written request. CEA will release additional information only with an employee’s signed authorization and waiver of liability in a form acceptable to CEA.

Only the Chief Executive Officer or designee is authorized to respond to requests for employee references and verification of employment. No other supervisor or employee is authorized to provide references for current or former employees. All requests for information regarding another employee must be forwarded to the Chief Executive Officer or designee.

Punctuality and Attendance

Regular attendance and punctuality are essential functions of an employee's job. An employee is expected to maintain regular attendance during all scheduled work hours, report to work on a timely basis, and work through the end of their regularly scheduled workday. In the event of an unscheduled absence, an employee:

- Must personally call their supervisor prior to the start of their shift if they are unable to report to work or will be late to work on a scheduled workday.
- Is expected to advise another management representative of their absence if they are not able to reach their supervisor and leave a telephone number where they can be reached. Where appropriate, they are expected to follow such calls with an email.
- May not have a relative or friend call in to report an absence, unless they are unable to call due to an emergency.
- Is expected to provide their supervisor with an explanation of an absence or tardiness and inform them of the expected duration of the absence. An employee need not disclose private information to their supervisor, including an underlying medical condition.
- Must call in each day they are scheduled to work and will not report to work, with the exception of certain extenuating circumstances.

If an employee calls after the start of their shift, they will be considered tardy for that day. Repeated absenteeism or tardiness (whether excused or not) is not tolerated. Continuing patterns of absences, early departures, or tardiness — regardless of the exact number of days—may warrant disciplinary action, up to and including termination of employment. CEA reserves the right to determine what is considered excessive absenteeism. Emergency or extraordinary circumstances concerning an absence or tardiness will be considered, and it is within CEA's sole discretion to determine if an exception to this policy is warranted. For example, repeated car failures, missing the bus, consistently failing to arrange back-up childcare, or oversleeping do not constitute emergency or extraordinary circumstances. In all cases, CEA will make accommodations for qualified employees with disabilities where required by law.

Employees who fail to report for work for three (3) consecutive days without any notification to their supervisor, will be considered to have abandoned their employment, and voluntarily resigned from CEA employment.

Timekeeping Requirements for Non-Exempt Staff

Applicable law requires CEA to keep accurate records of time worked. Employee time records are official CEA records and must be accurately maintained. Employees must input their time at the start and at the end of each workday, and at the start and end of each lunch hour. Completing another employee's time record or intentionally falsifying a time record is a serious violation and may result in immediate termination of employment. If a time record needs to be corrected, both the employee and their supervisor must initial the change in the time record to verify its accuracy.

Meal and Rest Periods for Non-Exempt Staff

Employees will generally be provided with at least a 30-minute lunch break per day, to be scheduled with their supervisor to best accommodate the workday. In addition, non-exempt employees are entitled to a 10-minute, paid rest break for every four (4) hours worked.

Overtime Time Provisions for Non-Exempt Staff

Employees may be required to work overtime. Only actual hours worked in a given workday or workweek will be counted in determining which hours constitute overtime. CEA will attempt to distribute overtime evenly and accommodate individual schedules. A supervisor must previously authorize all overtime work. Any overtime worked without prior authorization may be grounds for discipline.

Hours worked for purposes of overtime do not include unpaid meal periods, or hours away from work, including but not limited to vacation, illness, holiday, and jury duty.

Make-Up Time for Non-Exempt Staff

A Non-Exempt employee may ask their supervisor for time off without pay and request to make up such time. If an employee requests to make up missed time, they should submit a "Make-Up Time Request Form" to their supervisor before the make-up time is worked. It is within the supervisor's discretion to grant the request. Make-Up time must be worked in the same workweek as the missed time in order not to incur overtime. Employees may not work over forty (40) hours total in the week including make-up time, unless approved for overtime pursuant to CEA's overtime policies set forth in this handbook.

Payment of Wages

There are 24 pay periods in a year. Paydays are semi-monthly; on the twentieth day of the month covering the pay period beginning on the first day of the month and ending the fifteenth (15th) day of the month, and on the fifth day of the month covering the pay period beginning on the sixteenth (16th) day of the prior month and ending on the last day of the prior month. The workday (a 24-hour, consecutive period) begins at 12:01 a.m. and ends at midnight. The workweek is defined as Sunday at 12:01 am through Saturday at midnight.

If a regular payday falls on a weekend or holiday, employees will be paid on the last day of work prior to the regularly scheduled payday. Employees must immediately report errors on their paycheck to their supervisor.

Due to the virtual office environment and for convenience, CEA offers and encourages enrollment in direct deposit.

Advances

CEA does not permit advances against paychecks or against unaccrued vacation.

Payroll Deductions, Wage Attachments and Garnishments

CEA makes certain deductions from every employee's paycheck. Among these are applicable federal, state, and local income taxes, social security and Medicare taxes, state disability insurance contributions, and paid family leave contributions. By law, CEA is also required to honor legal

attachments and garnishments of an employee's wages or salaries. If an employee's wages are attached, CEA will withhold the specified amount to satisfy the terms of the attachment.

Lactation Accommodation

CEA will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. CEA shall provide the employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space outlined below. If special arrangements are made to provide a non-exempt employee with extra time beyond her normal rest period, the time will be unpaid.

The room or location designated for the purpose of expressing milk will meet the following requirements: (1) Be shielded from view and free from intrusion while being used to express milk; (2) Be safe, clean, and free of hazardous materials; (3) Contain a surface on which to place a breast pump and personal items; (4) Contain a place to sit; and (4) Have access to electricity needed to operate an electric battery-powered breast pump.

CEA will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee's work area.

An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses for the time it is in use for lactation purposes.

Procedures

Breastfeeding employees who wish to express milk during working hours must submit a completed and signed Lactation Accommodation Request Form to their department least five (5) business days in advance before the start of the request. The form must include signatures of both the employee making the request and the employee's supervisor. Any additional breaks needed to express milk beyond the employee's regular breaks/lunch breaks must be indicated on the form.

The employee's supervisor must respond to the employee's accommodation request in writing on the same lactation accommodation request form submitted by the employee indicating the approval or denial of the break request. The completed request form must be returned to the employee and a copy sent to the Human Resources Department.

CEA reserves the right to deny, in writing, an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Employees have the right to file a complaint with the Labor Commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations. Information for how to file a complaint can be found on the Department of Industrial Relations website, <https://www.dir.ca.gov/>.

Standards of Conduct

Professional Business Conduct and Ethics

By accepting employment with CEA, employees have a responsibility to CEA and to their fellow employees to adhere to certain codes of behavior and conduct. The purpose of these standards of conduct is to ensure that all employees understand what conduct is expected and necessary. When each employee is aware that they can fully depend upon fellow workers to follow these standards of conduct, then CEA will be a better place for everyone to work.

Though it is not possible to list all forms of behavior that are unacceptable in the workplace, the following are examples of behavior that would be considered infractions of CEA rules and standards of conduct. Such behavior may result in disciplinary action, up to and including termination of employment. If an employee has any questions concerning any work or safety rule, or any of the unacceptable activities listed, they should seek an explanation.

Unacceptable Activities:

1. Generally, conduct which is disloyal, disruptive, or damaging to CEA.
2. Falsification of timekeeping records.
3. Dishonesty, falsification, or misrepresentation on an employment application or other work records; dishonesty about sick or personal leave; falsifying reason for a leave of absence or other data requested by CEA; alteration of CEA records or other CEA documents.
4. Working under the influence of alcohol or unauthorized or dangerous drugs or controlled substances as defined under state or federal law, including marijuana.
5. Theft or inappropriate removal or possession of CEA property or the property of fellow employees; unauthorized use of CEA equipment and/or property for personal reasons.
6. Possession, distribution, solicitation, sale, transfer, or use of alcohol or unauthorized or dangerous drugs or controlled substances as defined under state or federal law, including marijuana, in the workplace, while on duty, or while operating CEA-owned vehicles or equipment.
7. Fighting, threatening, or coercing fellow employees on CEA property or during working hours, for any purpose.
8. Boisterous or disruptive activity in the workplace.
9. Negligence or any careless action leading to damage of CEA-owned or customer-owned property, or which endangers the life or safety of another person.
10. Obscene or abusive language toward any supervisor, employee or customer; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct

on CEA premises.

11. Insubordination or other disrespectful conduct; refusing to obey instructions properly issued by a supervisor pertaining to work;
12. Violation of security or safety rules or failure to observe safety rules and/or practices; failure to wear required safety equipment; tampering with CEA equipment or safety equipment.
13. Creating or contributing to unsanitary conditions in the workplace.
14. Smoking in prohibited areas.
15. Any act of harassment, discrimination, or retaliation.
16. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
17. Excessive absenteeism without a valid excuse; failure to report an absence or late arrival.
18. Unauthorized absence from workstation during the workday; sleeping or loitering during working hours.
19. Unauthorized use of telephones, mail system, or other CEA-owned equipment.
20. Originating, spreading, or taking part in malicious gossip or rumors about employees of CEA.
21. Unauthorized disclosure of business "secrets" or confidential information; giving confidential or proprietary information to competitors or other organizations or to unauthorized CEA employees; breach of confidentiality of personnel or CEA information.
22. Violation of CEA rules or policies;-
23. Unsatisfactory or careless work; failure to meet production or quality standards.
24. Soliciting during working time; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on CEA premises.
25. Gambling on CEA property.
26. Failure to immediately report any damage or accident involving CEA equipment or vehicles or safety violations
27. Failure or refusal to comply with the work schedule, including mandatory overtime.
28. Using, removing, or borrowing CEA equipment or property without prior authorization.
29. The use of abusive or threatening language or actions toward anyone.

Performance Evaluations

CEA encourages an open dialogue between an employee and his or her supervisor on an informal, regular basis. CEA believes this type of interaction increases job satisfaction for both an employee and CEA.

Formal performance evaluations will be conducted annually or with frequency dependent on length of service, job position, past performance, changes in job duties, or recurring performance problems. After an evaluation, employees will be asked to sign the evaluation report to acknowledge that it has been presented to them and discussed with them by their supervisor, and that they are aware of its contents.

Positive performance evaluations do not guarantee increases in salary, bonuses, or promotions. Salary increases, bonuses, and promotions are solely within the discretion of CEA, and depend upon many factors in addition to performance.

Customer and Public Relations

The success of CEA depends upon the quality of the relationships between CEA, its employees, and customers, suppliers, and the general public. Customers' impression of CEA and their interest and willingness to do business with CEA are formed by how CEA serves them.

The opinions and attitudes that customers have toward CEA can be affected for a long period of time by the actions of just one employee. It is sometimes easy to take a customer for granted, but when that occurs, CEA runs the risk of not only losing that customer, but their associates, friends, or family who also may be customers or prospective customers.

Here are several things employees can do to help give customers a good impression of CEA:

1. Customers are to be treated courteously and given proper attention at all times. Never regard a customer's questions or concerns as an interruption or an annoyance. Customer inquiries, whether in person or by telephone, must be addressed promptly and professionally.
2. Never place a telephone caller on hold for an extended period of time. Direct incoming calls to the appropriate person and make sure that the call is answered.
3. Act competently and deal with customers in a courteous and respectful manner. Through their conduct, an employee should show their desire to assist the customer in obtaining the help that he or she needs. If an employee is unable to help a customer, they should find someone who can.
4. All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates an employee's commitment to those with whom CEA does business.
5. Never argue with a customer. If a problem develops or if a customer remains dissatisfied, an employee should ask their supervisor to intervene.
6. Communicate pleasantly and respectfully with customers and other employees at all times.

These are the building blocks for employee's and CEA's continued success.

Confidentiality

It is employees' responsibility to safeguard confidential information obtained during their employment with CEA, including financial information obtained from customers and private information about other employees.

Employees may in no way reveal or divulge any such information unless it is necessary in the performance of their duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by an employee's supervisor.

If an employee is questioned by someone outside CEA or their department and is concerned about the appropriateness of disclosing certain information, the employee is not required to answer. Instead, employees should, as politely as possible, refer the request to their supervisor or the Chief Executive Officer or designee.

It is also important to remember that employees may not disclose or use proprietary or confidential information except as their job requires. Employees may not keep or retain any originals or copies of reports, notes, proposals, customer lists or other confidential and proprietary documents, equipment, supplies, or property belonging to CEA. Any and all copies or originals of reports, and notes belong to CEA and must be turned over to CEA within twenty-four (24) hours of termination of employment.

An employee is not permitted to remove or make copies of any CEA records, reports or documents without prior management approval. Employees shall not post confidential information about CEA, customers, employees, or affiliates on any social media. Disclosure of confidential information could lead to termination, as well as other possible legal action.

Conflict of Interest

Employees must avoid actual or potential conflicts of interest with CEA. If an employee is found to have a conflict of interest, they may be subject to discipline, including termination. Employees should contact their supervisor with any questions about this policy. Prohibited activities include, but are not limited to:

1. Having a direct or indirect financial relationship with a CEA customer, vendor, or supplier; however, no conflict will exist in the case of ownership of less than 1 percent (1%) of a publicly traded corporation.
2. Engaging in any other employment or personal activity during work hours, or using CEA's name, logo, equipment or property, including stationery, office supplies, computers, telephones, fax machines, postage, and office machines, for personal purposes.
3. During work time, soliciting CEA employees, suppliers, or customers to purchase goods or services of any kind for non- CEA purposes, or to make contributions to any organizations or in support of any causes.
4. Soliciting or entering into any business or financial transaction with another employee whom the soliciting employee supervises, either directly or indirectly, such as hiring the employee to perform personal services or soliciting the employee to enter into an investment.

Solicitation

An employee is not permitted to solicit or distribute literature during working time. Working time includes both the employee's working time and the working time of the employee to whom the solicitation or distribution is directed.

If employees wish to distribute fundraising items such as cookies, candy, and coupon books for sale, they may place them in their workstations or CEA break rooms.

Media Contact

If an employee is contacted by a news organization regarding CEA business, they should direct the inquiry to his or her supervisor or the Chief Executive Officer or designee.

Employment of Friends or Relatives

The employment of friends and relatives in the same area of an organization may cause conflicts of interest and appearances of impropriety. In addition, personal conflicts may impact the working relationship of the parties. Although CEA does not prohibit the hiring of friends and relatives of existing employees, CEA is committed to monitoring situations in which friends or relatives work in the same area. In the event of an actual or potential problem, CEA's response may include reassignment or termination of one or both of the employees involved. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with an employee is similar to that of persons who are related by blood or marriage, or one who is a domestic partner.

Personal Relationships in the Workplace

CEA desires to avoid misunderstandings, complaints of favoritism, claims of sexual harassment, and employee dissension that may result from personal or social relationships amongst employees. Therefore, CEA asks that if an employee becomes romantically involved with another employee that they disclose that relationship to a supervisor with whom they feel comfortable. This information will be kept as confidential as possible. For purposes of this provision, "romantically involved" will be interpreted broadly. CEA reserves the right to take necessary and appropriate action to resolve any potential conflict of interest arising out of romantic involvement among employees. Depending on the facts of the situation, such action may include reassignment or termination of one or both of the employees involved.

CEA is committed to maintaining a professional work environment where all employees are treated fairly and impartially. Accordingly, supervisors are not allowed to date, or become romantically or intimately involved with, employees who report to them directly or indirectly. Also, spouses and immediate family members are prohibited from working in positions where they directly report to, or are reported to, their spouses or family members. Personal relationships very often cause problems in the workplace, such as a lack of objectivity towards the subordinate's job performance, the perception of favoritism by other employees (whether justified or not), and potential discrimination complaints.

For purposes of this policy, "immediate family" includes significant others (such as unmarried couples who live together), domestic partners, step-parent and step-child relationships, in-law relationships, grandparents and cousins (including analogous relationships with the parents and children of an employee's significant other). This policy covers all family-like relationships, regardless of blood or legal relationships.

Employees who are currently dating one another, or employees who are married or related and report to or supervise each other, may request to be transferred in order to comply with this policy. When possible, CEA will attempt to accommodate such requests. Please understand, however, that CEA reserves the right not to transfer employees based on conflicting business considerations.

Unprofessional behavior in the workplace, such as sexually related conversations, inappropriate touching another employee (i.e., kissing, hugging, massaging, sitting on laps), and any other behavior of a sexual nature, is prohibited.

If two employees marry or become related, causing actual or potential conflicts or problems such as those described, only one of the employees will be retained with CEA unless reasonable accommodations can be made to eliminate the actual or potential conflict or problem. The employees will have 30 days to decide which relative will stay with CEA. If this decision is not made in the time allowed the Chief Executive Officer or designee will make the decision, taking the employment history and job performance of both employees as well as the business needs of CEA into account. Supervisors who have any questions about the application of this policy to an employee or applicant should contact the Chief Executive Officer or designee.

Dress Policy

An employee is expected to dress and groom in accordance with accepted social and business standards, particularly if their job duties involves dealing with customers or visitors in person. A neat, tasteful appearance contributes to the positive impression on CEA's customers.

Business casual dress is generally expected which should include business appropriate shoes, slacks, pantsuits, dresses, skirts, and shirts (and possibly suits and ties, when appropriate). Violating dress code standards may subject employees to appropriate disciplinary action.

Day-to-Day Operations

Electronic Systems and Privacy

CEA's electronic communications systems, electronic communications, and electronic storage are CEA property and are intended for CEA business. Employees have no expectation of privacy in connection with the use of electronic systems, including stored e-mail/voice mail/text messages or any messages sent electronically. All messages created, sent, received, or stored in these systems are and remain the property of CEA. CEA reserves the right to retrieve and review any message composed, sent, or received via the systems. Please note that even when a message is deleted or erased, it is still possible to retrieve the message; therefore, the ultimate privacy of messages cannot be ensured to anyone.

To safeguard and protect the proprietary, confidential, and business-sensitive information of CEA, and to ensure that the use of all electronic systems and equipment is consistent with CEA's legitimate business interests, authorized representatives of CEA may monitor the use of such systems from time to time without notice, which may include printing and reading materials, files on the system, list servers, and equipment.

Employees should be aware that e-mail messages, like CEA correspondence, and all messages sent electronically may be read by other CEA employees and outsiders under certain circumstances. While it is impossible to list all of the circumstances, some examples are the following: (1) during system maintenance of the e-mail system, (2) when CEA has business needs to access the employee's email

inbox, text messages, or voicemails, (3) when CEA receives a legal request that requires disclosure of the messages, or (4) when CEA has reason to believe the employee is using e-mail in violation of CEA policies.

Workplace Monitoring

Workplace monitoring, both human and electronic, may be conducted by CEA to ensure quality control, employee safety, compliance with CEA policies, security, and customer satisfaction.

CEA is sensitive to employees' legitimate privacy rights; every effort will be made to see that workplace monitoring is done in an ethical and respectful manner.

Application of Policies

CEA's policies and standards apply to conduct that occurs in the workplace and while an employee is on duty, wherever they happen to be. They may also apply to activities that occur during an employee's own time, outside of work, if the activities have an actual or potential impact on the employee's performance, the performance of coworkers, or CEA. Employees should therefore understand that they are responsible for certain activities that occur on their own time both to the employer and third parties. Nothing in this handbook prevents employees from exercising their broad rights to discuss the terms and conditions of employment with others, to take action with others to improve working conditions, or to otherwise exercise their rights to engage in protected concerted activity.

Travel Expense Policy

CEA will reimburse employees for work-related travel expenses such as transportation, overnight accommodations, and meals pursuant to CEA's Travel Policy.

Technology Allowance (including Internet and Cell Phone)

CEA will provide a monthly allowance to each Full-Time employee to help cover the cost of home internet access and personal cell phone use, as established in CEA's Employee Benefits Policy. This allowance will be provided as part of the regular paycheck as taxable income.

Driving Record and Insurance

As a condition of employment, CEA requires employees to maintain an acceptable driving record if they drive for CEA business. Any accidents or traffic violations must be reported to a supervisor immediately if they occur during the course of an employee's duties. Employees will be responsible for any tickets they receive while driving on CEA business whether in an CEA vehicle or personal vehicle. Failure to report an on-the-job motor vehicle accident, no matter how minor, will lead to disciplinary action, up to and including termination. Additionally, each employee is required to maintain the level of insurance required by the state of California. A copy of the employee's insurance card must be on file before he or she will be allowed to drive for CEA business.

Health and Safety

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all CEA activities. CEA wants to protect every employee against injury and illness, as well as

minimize the potential loss of production. To achieve CEA's goal of maintaining a safe workplace, everyone must be safety conscious at all times.

A complete copy of the Safety Program is kept by the Chief Executive Officer or designee and is available for review. Each employee will receive a copy of CEA's general safety rules and will receive health and safety training as part of this program. Likewise, in compliance with California law, and to promote a safe workplace, CEA maintains an Injury and Illness Prevention Plan (IIPP). The IIPP is available for review.

Smoking Policies

Smoking, use of e-cigarettes, or vapor products is not allowed in any enclosed area of the building, or within 25 feet of any entrance of the building. Smoking is allowed only during breaks and lunch and only outside of the office or building.

Workplace Violence

CEA recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, careful response by all employers. The costs of workplace violence are great, both in human and financial terms.

CEA has adopted the following policies to ensure the safety of its employees and to provide guidance on dealing with violence in the workplace. An employee is required to:

1. Immediately report all indirect and direct threats of violence to a supervisor.
2. Immediately report all suspicious individuals or activities to a supervisor.
3. Never place themselves or others in peril.
4. Immediately call 911 and seek shelter if an employee hears a violent commotion near their workplace workstation.
5. Cooperate fully with security, law enforcement, and medical personnel who respond to a call for help.
6. Direct all inquiries from the media about violence on CEA premises to their supervisor or the Chief Executive Officer or designee.

The Chief Executive Officer or designee will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the CEA. In making this determination, the Chief Executive Officer or designee may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.

Employee Suggestion Program

We encourage employees to bring forward suggestions and ideas about how CEA can be made a better place to work and service to customers enhanced. When employees see an opportunity for improvement, they should discuss this with their supervisor. All suggestions are valued and listened to.

Paid Time Off (PTO) and Employee Benefits

Vacation

Eligibility

CEA believes that taking time away from work is essential to maintain both good physical and mental health. To this end, CEA encourages all employees to take full advantage of their earned vacation. Payment in lieu of time-off is not permitted by CEA.

Vacation will accrue for Full-Time employees as follows:

Employment Seniority	Days Accrued/Year	Hours Accrued/Year	Hours Accrued/Pay Period	Maximum Accrual (Hours)
Hire date to end of 2nd year of employment	15	120	5.00	180
Beginning of 3rd year to end of 6th year	20	160	6.67	240
Beginning of 9th year and after	25	200	8.33	300

Part-Time employees will accrue vacation on a pro-rated basis based on the employee's full-time equivalent (FTE), also known as percent full-time. For example, if an employee is regularly scheduled to work 3 days per week (i.e.; 60% of a full-time schedule), vacation accrual will be 60% of the full schedule shown above.

For both Full-Time and Part-Time employees, vacation begins accruing upon an employee's date of hire. Vacation accrual may not exceed 1.5 times the annual accrual level. For example, an employee who has been an employee for 4 years, accruing 160 hours per year, will stop accruing vacation hours once he or she has accrued 240 hours. Once this maximum is reached, all further accruals will cease until leave is taken.

Vacation benefits do not accrue when an employee is on unpaid leave or during other periods of unpaid absence, except as required by law.

At the end of employment, eligible employees will be paid for accrued but unused vacation, up to the maximum accrual amount. Any accrued vacation at the end of employment will be paid at the employee's then-current base pay rate but will not include overtime or any special forms of compensation such as incentive, commission, bonuses, or shift differentials.

Vacation can be used in minimum increments of one (1) hour for Non-Exempt employees. Exempt employees may use vacation in half day or full day increments.

To schedule planned vacation, employees need to request advance approval from their supervisor. Given the small number of staff at CEA, it is generally appreciated if employees can provide their time off plans with as much notice as possible. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Length of employment may determine priority in scheduled vacation times. Vacation is paid at an employee's base pay rate at the time of absence. It

does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Sick Leave

In accordance with the Healthy Workplaces, Healthy Families Act of 2014, sick leave will accrue and be used according to the terms outlined in this policy.

All full-time employees will accrue eight (8) hours per month, or 96 hours per year), accruing at the rate of 4.0 hours per pay period. The maximum accrual is one hundred forty-four (144) hours of sick leave. Upon reaching the maximum accrual level, further sick leave will not accrue until the sick leave is used and the accrual falls below the maximum threshold. Part-time employees will accrue sick leave based on their FTE percentage subject to a minimum of twenty-four (24) hours per year.

Sick Leave can be used in minimum one (1) hour increments.

Out of respect for everyone in the workplace, employees should not come to work if they are sick. If an employee comes to the office and is sick, they may be sent home.

Accrued paid sick leave may be used for:

1. Diagnosis, care, or treatment or preventive care of an existing health condition, for an employee; or
2. Diagnosis, care or treatment or preventative care of an existing health condition for an employee's family member. For the purposes of sick leave under this policy, CEA defines "family member" as the employee's spouse or registered domestic partner and/or either of their parents, sibling, child, child's spouse, grandparents, or grandchildren. Special consideration will also be given to any other person whose association with the employee is similar to any of the above relationships.
3. Up to five (5) days of sick leave may be used as bereavement leave to take time off due to the death of an immediate family member. This is in addition to the time off described in the Bereavement Leave section. On a case-by-case basis, additional time without pay may be granted for bereavement leave at the discretion of the Chief Executive Officer or designee.

If the need to use paid sick leave is foreseeable, employees must provide CEA with reasonable advance notification. If the need to use paid sick leave is not foreseeable, employees should provide notice to their immediate supervisor of their intent to use paid sick leave as soon as practicable, preferably no later than one hour after their scheduled start time. Employees who must leave work due to illness or sick leave condition should likewise advise their supervisor. It is the responsibility of every employee to keep his or her supervisor advised as to the anticipated duration and expected date of return.

Accrued, but unused sick leave will not be paid out at the end of employment. If an employee is separated and rehired by the employer within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated, and the employee shall be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring.

Sick leave may run concurrently with any other leave where permitted by state and federal law.

Employees will not be discriminated or retaliated against for taking or requesting leave in accordance with this policy.

Sick leave pay will be used to supplement any payments that an employee is eligible to receive from state disability insurance, or workers' compensation. The combination of any such disability payments and sick leave pay cannot exceed an employee's normal weekly earnings.

Sick leave for Temporary Employees

Sick leave for temporary employees is provided in accordance with the California Healthy Workplace, Healthy Families Act of 2014 (Paid Sick Leave Law – AB 1522). According to the Act and per CEA guidelines for temporary employees, temporary employees are eligible to accrue twenty-four (24) hours of paid sick leave per year. Pro rata accruals will be provided for contracts that are less than one year in duration. Leave accruals may carry over from year to year. There is no cash out for sick leave upon termination. CEA defines a temporary employee as an employee that has been hired for a contracted specified period (typically for a specified project or assignment).

Paid Family Leave (PFL) Insurance

All employees who take time off to care for a seriously ill family member (child, parent, grandparent, grandchildren, in-laws, spouse or registered domestic partner) or bond with a new child may be eligible to receive replacement wages for up to six (6) weeks during any twelve (12) month period, under California's Paid Family Leave program. This program is funded with employee contributions through the State Disability Insurance (SDI) Program. Such contributions are deducted from each employee's paycheck. Even though employees may be eligible to receive Paid Family Leave insurance benefits, a leave of absence must still be requested and approved as defined in CEA's leave policies. This leave does not mandate any guarantee that an employee's job will be available when they are ready to return.

Personal Leaves of Absence

Occasionally, for medical, personal, or other reasons, employees may need to be temporarily released from the duties of their job with CEA. It is the policy of CEA to allow its eligible employees to apply for and be considered for certain specific leaves of absence.

All requests for leaves of absence shall be submitted in writing to the employee's supervisor. Each request shall provide sufficient detail such as the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable. When an employee becomes aware of a need for leave, requests should be provided at least 30 days in advance. If a need for leave is not foreseeable, employees should follow CEA's customary notice and procedural requirements for requesting leave. Failure to return to work as scheduled from an approved leave of absence or to inform the employee's supervisor of an acceptable reason for not returning as scheduled will be considered a voluntary resignation of employment. While on a leave of absence employees may not obtain other employment or apply for unemployment insurance. If either of these instances occurs, employees may be viewed as having voluntarily resigned from CEA.

Employees will not accrue vacation, or sick leave while on an unpaid leave of absence.

Medical Leaves of Absence

A medical leave of absence may be granted for non-work related temporary medical conditions (other than pregnancy, childbirth, and related medical conditions) with a doctor's written certificate of the need for leave (unless leave of a longer duration is required by law). When foreseeable, requests for leave should be made in writing as far in advance as possible and at least 30 days in advance. If the need for leave is not foreseeable, employees should follow CEA's customary notice and procedural requirements for requesting leave. If an employee is granted a medical leave, they are required to use any accrued sick leave. Employees may also use any accrued vacation leave.

A medical leave begins on the first day a medical provider certifies that the employee is unable to work and ends when a medical provider certifies that the employee is able to return to work. The employee's supervisor will supply employees with a form for a medical provider to complete, showing the dates the employee required leave and the estimated date the employee will be able to return to work.

Upon their return from a medical leave, employees must present a certificate from their medical provider showing that the employee is fit for duty.

Employees will not accrue vacation or sick leave while on unpaid medical leave.

If returning from a medical leave, CEA cannot guarantee that their job or a similar job will be available upon an employee's return. If CEA is unable to provide a job for the employee at the end of leave, CEA will separate the employee, but the employee will be eligible to apply for any opening that may arise.

Jury Duty or Witness Leave

CEA encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees will be paid their regular wages while on jury duty.

Employees must show the jury duty or witness summons to their supervisor as soon as possible so that arrangements can be made to cover the absence. An employee is expected to report for work whenever the court schedule permits. If an employee is called for jury duty during a particularly busy time, CEA may ask the employee to request the court to postpone the mandatory jury duty to a more convenient time. Employees retain all fees paid for appearing, plus transportation reimbursements received, if any.

Military Leave

Military leave will be administered in accordance with state and federal law. The employee is required to submit a written request to their immediate supervisor as soon as the employee is informed of the date of their military service so that work schedules can be arranged. The Uniformed Services Employment and Reemployment Act of 1994 governs reemployment rights after military service and protects against discrimination based on military service and protects against discrimination based on military service training and applies to all employers.

Pregnancy Disability Leave

Eligibility and Terms of Leave

Female employees are entitled to an unpaid Pregnancy Disability Leave (PDL) during the time they are disabled due to pregnancy, childbirth, or related medical conditions. This leave will be for the period of disability, up to four months or 17 1/3 workweeks. An employee is “disabled by pregnancy” if they are unable because of pregnancy to work at all, are unable to perform the essential functions of their job, or to perform these functions without undue risk to successful completion of the pregnancy, or to other persons. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by a healthcare provider. Certification from a healthcare provider is required, and the length of Pregnancy Disability Leave will depend on the medical necessity for the leave. If the employee requires intermittent leave or leave on a reduced schedule, during the period of the intermittent or reduced schedule leave, CEA may require the employee to transfer to an available alternative position for which they are qualified, and which better accommodates the recurring periods of leave. Transfer to an alternative position may include altering an existing job to better accommodate an employee’s need for intermittent leave or a reduced work schedule.

Applying For Pregnancy Disability Leave

If possible, employees should give at least 30 days’ notice requesting a pregnancy disability leave. This notice must provide and include the expected date on which the leave will begin, and a written certification from a healthcare provider stating the anticipated delivery date and the duration of the leave.

Return to Work

Before returning to work, employees must provide a release from their healthcare provider certifying they are able to safely perform all of the essential functions of their position with or without reasonable accommodation. CEA will reinstate an employee to their position unless:

1. The employee’s position has ceased to exist for legitimate business reasons;
2. The employee’s position could not be kept open or filled by a temporary employee without substantially undermining CEA’s ability to operate safely and efficiently;
3. The employee directly or indirectly indicated their intention not to return;
4. The employee is no longer able to perform the essential functions of the job with or without reasonable accommodation; or
5. The employee has exceeded the length of the approved leave.

If CEA cannot reinstate the employee to the position held before the pregnancy disability leave began, CEA may offer the employee a comparable position, provided that a comparable position exists and is available, and provided that filling the available position would not substantially undermine CEA’s ability to operate safely and efficiently.

Integration With Other Benefits

Pregnancy disability leave is unpaid. An employee is required to use accrued sick leave during the leave. In addition, employees may elect to use accrued vacation or sick leave during the leave. Sick leave and PTO will supplement any State Disability Insurance benefits. CEA will maintain group medical benefits during a pregnancy disability leave as required by law. Additional Vacation or sick leave will not accrue during the leave (except during the time period the employee is using sick leave or vacation). Employees may also be eligible for short term disability benefits.

Continuation of Medical Benefits

For the duration of pregnancy disability leave, health and life insurance benefits ordinarily provided by CEA, and for which the employee is otherwise eligible, will be continued for the duration of the pregnancy disability leave. During this time, employees will be required to contribute the employee portion of the premium on the same basis as would have been required during the normal working relationship, including payment of any premium for the dependent coverage the employee may have elected. If the employee does not return to work at the conclusion of pregnancy disability leave and wish to continue these benefits, they may do so by electing to continue the benefit through Cal-COBRA. Employees should refer to the section of this handbook pertaining to Cal-COBRA for additional information.

Holidays

CEA's offices will be close in observance of the following holidays:

<u>Holiday</u>	<u>Date</u>
1. New Year's Day	January 1
2. Martin Luther King Jr Day	3 rd Monday in January
3. President's Day	3 rd Monday in February
4. Memorial Day	Last Monday in May
5. Juneteenth	June 19
6. Independence Day	July 4
7. Labor Day	1 st Monday in September
8. Veteran's Day	November 11
9. Thanksgiving	4 th Thursday of November
10. Day after Thanksgiving	Friday after Thanksgiving
11. Winter Holiday Break (6 days)	December 24 through December 31

When a holiday (other than the days included in the Winter Holiday Break) falls on a Saturday it will usually be observed on the preceding Friday. When a holiday falls on a Sunday, it will usually be observed on the following Monday. Holiday observance will be announced in advance. Holiday pay is paid to employees as if they had worked their normal workday.

Non-Exempt employees who work on the above holidays, due to customer job requirements, will receive regular earned wages in addition to holiday pay. Part-Time employees and Interns are not eligible for holiday pay. Eligibility for holiday pay begins upon date of hire. In order to earn holiday pay, employees must be regularly scheduled to work on the day on which the holiday is observed and must

work or be using accrued vacation on the regularly scheduled working days that immediately precede and immediately follow the holiday, unless an absence on either is approved in advance by their supervisor.

Bereavement Leave

CEA provides Full-Time and Part-Time employees up to four (4) days' paid bereavement leave in the event of a death in the employee's immediate family. For purposes of this policy, "immediate family" includes the employee's spouse, parent, parents-in-law, child, sibling, grandparent or grandchildren or employee's spouse or registered domestic partner. If an employee needs to take time off due to the death of an immediate family member, employee should contact their supervisor. A supervisor may also approve additional unpaid bereavement leave.

Benefits

CEA has developed and invested in an employee benefit program to supplement employees' regular wages. CEA will continue these benefits as CEA resources allow. However, CEA reserves the right to change or eliminate any benefit program at any time (including increasing the employee's share of the cost).

Insurance Benefits

Medical, Dental and Vision Insurance:

CEA provides access to medical, dental and vision insurance plans for eligible employees and their dependents. Employees may be required to provide adequate proof of the dependent relationship to add the dependents to CEA's insurance policies. Typically proof of the relationship may be established through a copy of a birth certificate, adoption documents, marriage license, or certificate of registered domestic partnership. CEA cannot guarantee a domestic partner relationship will be kept confidential.

Full-Time employees and Part-Time employees who are regularly scheduled to work a minimum of 30 hours per week are eligible for CEA's medical, dental, and vision insurance coverage. Each employee becomes eligible on the first of the month after starting employment with CEA. For each eligible employee, CEA will pay for the amount up to the combined total of the premium cost of the most expensive plans offered by CEA for medical, dental and vision insurance for Employee-Only coverage. In addition, CEA will pay 50% of the premium cost of the same coverage for eligible dependents. In the event that an employee elects coverage that costs less than the most expensive options that are offered, the difference in the cost for Employee-Only coverage can be applied to offset the employee-required portion of dependent coverage. In no event will employees receive any cash back from the cost differences.

Deductions from the employee's regular paycheck will be made to cover any dependent premium costs. Information describing medical, dental and vision insurance benefits will be given to an employee when they become eligible to participate in the program. Eligible employees who elect not to receive medical insurance coverage from CEA must provide proof of adequate medical coverage from an alternate source within 30 days of becoming eligible through CEA for the benefit. Such election will be effective as

of the employee's eligibility date and will remain in effect until the start of the next open enrollment period. Employees who have declined CEA medical insurance coverage and want to continue to decline coverage must provide proof of adequate medical coverage once per year, no later than 30 days prior to CEA's open enrollment period.

For the duration of any leave of absence, health and life insurance benefits ordinarily provided by CEA, and for which an employee is otherwise eligible, will be continued until the last day of the month in which the leave begins. For the duration of a pregnancy disability leave, health and life insurance benefits ordinarily provided by CEA, and for which an employee is otherwise eligible, will be continued for the duration of the pregnancy disability leave. During this time, an employee will be required to contribute the employee portion of the premium on the same basis as they would have been required during their normal working relationship, including payment of any premium for the dependent coverage they have elected.

Employees should direct any questions regarding medical, dental and/or vision insurance to the Chief Executive Officer or designee.

This handbook contains a number of brief summaries of the benefit programs that CEA provides for eligible employees; it does not contain full statements of all of the terms, conditions, and limitations of the plans. If there are any real or apparent conflicts between the brief information in this handbook and the terms, conditions and limitations of the official plan documents, the provisions of the official plan documents will control. An employee is encouraged to review all plan documents carefully to become familiar with the provisions of the plans.

Retirement Plan

CEA provides eligible employees with a defined contribution program composed of two parts:

1. Employees can voluntarily contribute to a 457(b) deferred compensation plan according to IRS limits.
2. CEA matches up to a maximum of 5% of salary that each employee contributes to the 457(b) deferred contribution plan (described above) in any given calendar year. CEA's matching contributions will be made to the 401(a) retirement plan. CEA's contributions vest in equal annual amounts over five (5) years based on the first day of employment.
3. CEA also provides a contribution of 5% of salary for each employee to a 401(a) retirement plan. CEA's contributions vest in equal annual amounts over five (5) years based on the first day of employment.

Disability Insurance

CEA pays the full cost of short-term and long-term disability insurance in the event an employee is unable to work due to illness or injury. Coverage is at 60% of the base compensation at the time of disability up to a maximum of \$10,000 per month. Coverage begins on the first day of the month following the start of employment. In the case that employment starts on the first day of the month, coverage begins on that day.

Life and Accidental Death and Dismemberment Insurance

CEA will pay the full cost of life insurance coverage of up to \$50,000 for Full-Time employees. This insurance is payable in the event of the employee's death, in accordance with the terms of the insurance policy, while the employee is insured. Employees may change their beneficiary whenever they wish by submitting the appropriate documents to the Chief Executive Officer or designee. Employees should refer to the literature provided by CEA's insurance agency for details on life insurance coverage.

An employee is also eligible to apply for Supplemental Life Insurance in excess of the basic \$50,000 level for themselves or their eligible spouse and/or dependents, in accordance with the terms of the insurance policy. The cost of Supplemental Life Insurance is fully paid by employees through regular payroll deductions.

Section 125 (Cafeteria Plan)

Through the flexible spending account or the health savings account, an employee may designate an annual dollar amount of their before-tax income to pay for certain eligible expenses. Particular care should be taken to assure that the funds required in the flexible spending account are not over-estimated as unused funds cannot be returned to the participant at the end of the plan year. Please refer to the booklets for information about the program. If an employee needs additional information or change forms, they should speak with the Chief Executive Officer or designee.

State Disability Insurance

If an employee is unable to work due to a non-work related medical condition or injury they may be entitled to State Disability Insurance (SDI). SDI benefits are paid by the state and are financed from mandatory payroll tax deductions from all employees' wages. Questions regarding SDI benefits should be directed to the Chief Executive Officer or designee or the state's Employment Development Department.

Workers' Compensation

CEA, in accordance with state law, provides insurance coverage for employees in case of a work-related injury. To ensure that an employee receives any workers' compensation benefits to which they may be entitled, an employee will need to:

1. Immediately report any work-related injury to their supervisor; and
2. Seek medical treatment and follow-up care if required; and
3. Complete a written Employee's Claim Form (DWC Form 1) and return it to their supervisor. If applicable, employees may also need to provide CEA with certification from their healthcare provider regarding the need for leave and the employee's ability to return to work from the leave.

CEA or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of their voluntary participation in any off-duty recreational, social, or athletic activity that is not part of their work-related duties.

Domestic Partners

CEA believes that basic medical/dental/vision coverage should be available to employees and their dependents. To recognize non-traditional family arrangements and to demonstrate CEA's commitment to its community of employees and their families, CEA has instituted this Domestic Partners Policy. This policy gives employees the opportunity to cover a long-term, significant same sex partners under CEA's benefits plans, as well as opposite sex partners for employees over 62 years of age. CEA wishes to make it clear that it cannot guarantee confidentiality of the relationship once a domestic partner is covered under this policy. Employees should see the Chief Executive Officer or designee for more information.

Cal-COBRA

The California Continuation Benefits Replacement Act (Cal-COBRA) gives qualified employees and their dependents the opportunity to continue health insurance coverage under CEA's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Under Cal-COBRA, employees or their beneficiary pays the full cost of coverage at CEA's group rates. In addition, employees or their beneficiary may be required to pay an administration fee. CEA will provide employees with a written notice describing rights granted under Cal-COBRA when they become eligible for coverage. The notice contains important information about an employee's rights and obligations.

Time Off for Victims of a Violent or Serious Crime

Under certain circumstances, employees who are victims of serious crimes may take time off work to participate in judicial proceedings. Qualified family members of such crime victims may also be eligible to take time off from work to participate in judicial proceedings. The law defines a serious crime to include violent or serious felonies, such as felonies involving theft or embezzlement, crimes involving vehicular manslaughter while intoxicated, child abuse, physical abuse of an elder or dependent adult, stalking, solicitation for murder, hit-and-run causing death or injury, driving under the influence causing injury, and sexual assault. When possible, employees must provide CEA with advance notice of the need for the time off. Employee privacy will be protected to the greatest extent possible. Time away from work for Non-Exempt employees will be without pay, unless they wish to use their accrued vacation or sick leave to cover the period of absence.

Time Off to Vote

If an employee does not have sufficient time outside of working hours to vote in a statewide election, employees may, without loss of pay, take off up to two hours of working time to vote. Such time must be at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed. An employee must notify CEA at least two working days in advance to arrange a voting time.

Volunteer Emergency Duty Leave

CEA will allow unpaid time off to employees who perform emergency duty as a volunteer firefighter, reserve peace officer, emergency rescue personnel, an officer, employee, or member of a disaster

medical response entity sponsored or requested by the state. If an employee is a volunteer firefighter, or performs other emergency personnel duties, they must supervisor so that the supervisor will be aware of the fact that they may have to take time off for emergency duty. When possible, an employee must provide CEA with advance notice of the need for the time off. Time away from work will be without pay, unless an employee wishes to use accrued vacation or sick leave to cover the period of absence.

Return to Work and Modified Duty Policy

CEA is committed to returning injured employees to modified or alternative work as soon after a work-related injury as possible. The program is intended to provide CEA’s employees with an opportunity to continue as valuable members of CEA’s team while recovering from a work-related injury. This program is intended to promote speedy recovery, while keeping the employees’ work patterns and income consistent. At the same time, CEA benefits from having its employees returning to providing a service and contributing to the overall productivity of the business.

Temporarily modifying job duties or providing the employee with an alternative position will do this. The employee’s medical condition along with any limitations or restrictions given by the employee’s healthcare provider will be considered as a priority when identifying the modified/alternative position. CEA retains discretion to decide whether to provide modified duty.

Receipt and Acknowledgment of CEA Employee Handbook

I have received my copy of CEA’s employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

At-Will Employment

I further understand that my employment is at-will, and neither CEA nor I have entered into a contract regarding the duration of my employment. I am free to terminate my employment with CEA at any time, with or without cause. Likewise, CEA has the right to terminate my employment with or without cause, at the discretion of CEA. No employee of CEA can enter into an employment contract for a specified period of time or make any agreement contrary to this policy without the written approval from the Chief Executive Officer or designee.

Future Revisions

CEA reserves the right to revise, modify, delete, or add to all policies, procedures, work rules or benefits stated in this employee handbook or in any other document, except for the policy of at-will employment. Any written changes to this employee handbook will be distributed to all employees so that they will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this employee handbook.

Employee’s Printed Name _____

Employee’s Signature _____

Date _____



CEA-XXX

Clean Energy Alliance Drug and Alcohol Policy

DRUG AND ALCOHOL TESTING

CEA has discretion to test a current employee for alcohol or drugs in the following instances:

Reasonable Suspicion Testing

CEA may require a blood test, urinalysis, or other drug and/or alcohol screening of employees reasonably suspected of using or being under the influence of a drug or alcohol at work. Testing must be approved by the Chief Executive Officer or designee.

“Reasonable suspicion” is based on objective factors, including for example, but not limited to, behavior, speech, body odor, appearance, or other evidence of recent drug or alcohol use which would lead a reasonable person to believe that the employee is under the influence of drugs or alcohol at work. In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion and discuss the matter with the Chief Executive Officer or designee.

For example, any of the following examples of objective factors, alone (e.g., a, b, c, d, j, and k) or in combination with other factors (e.g., e, f, g, h, i), may constitute reasonable suspicion:

- a. Slurred speech;
- b. Alcohol odor on breath;
- c. Unsteady walking and movement;
- d. Physical impairment (e.g., glassy eyes, eye dilation, shaking, or erratic movement);
- e. An accident involving CEA property;
- f. Physical altercation;
- g. Verbal altercation;
- h. Unusual behavior;
- i. Job impairment;
- j. Possession of alcohol or drugs; or
- k. Information obtained from a reliable person with personal knowledge.

If there is a reasonable suspicion of drug or alcohol abuse at work, the employee will be relieved from duty and placed on paid administrative leave until the test results are received.

Post-Accident Testing

CEA may require alcohol or drug screening following any work-related accident or any violation of safety precautions or standards, whether or not an injury resulted from the accident or violation, provided that the “reasonable suspicion” factors described above are present.

EMPLOYEE’S RESPONSIBILITIES

A CEA employee must:

1. Not report to work or be on standby or on-call status while under the influence of alcohol or illegal drugs;

2. Not report to work or be subject to duty while under the influence of a legal drug whenever the use of the legal drug might (a) endanger the safety of the employee or another person; (b) pose a risk of significant damage to CEA property or equipment; or (c) substantially interfere with the employee's job performance or the safe or efficient operation of the CEA's business or equipment;
3. Not possess or use controlled substances (illegal drugs or prescription drugs without a prescription) at any time or use alcohol at any time while on CEA property or while on duty for the CEA at any location. This prohibition does not apply at CEA-sponsored events where alcohol is served;
4. Not manufacture, possess, use, trade, offer to sell, sell, or buy drugs or alcohol during working hours or while subject to duty, on breaks, during meal periods, or anytime while on CEA property;
5. Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on duty or subject to being called. This policy is not intended to prevent an employee from possessing alcoholic beverages in sealed containers in his or her personal vehicle. Nor is this policy intended to prevent presentation of alcohol as a gift.
6. Notify his or her supervisor, before beginning work, when taking any medications or drugs, prescription or nonprescription, which may interfere with the safe and effective performance of duties or the employee's operation of CEA equipment;
7. Not store in a locker, desk, automobile, or other repository on CEA property, any alcohol not approved by the Chief Executive Officer for storage for CEA events or illegal drug. This policy is not intended to prevent an employee from possessing alcoholic beverages in sealed containers in his or her personal vehicle. Nor is this policy intended to prevent presentation of alcohol as a gift;
8. Notify CEA of any criminal conviction for a drug violation that occurred in the workplace within no more than five days after the conviction;
9. Notify the supervisor immediately of facts or reasonable suspicions when the employee observes behavior or other evidence that another employee poses a risk to the health and safety of the employee or others;
10. Consent to and cooperate with drug or alcohol testing and searches authorized by this policy;
11. Avoid interference with required test. An employee will be subject to the same consequences of a positive test if he or she:
 - (a) Refuses the screening or the test;
 - (b) Adulterates or dilutes the specimen;
 - (c) Substitutes the specimen with that from another person or sends an imposter;
 - (d) Will not sign the required testing forms; and/or
 - (e) Refuses to cooperate in the testing process in such a way that prevents completion of the test.
12. Provide within 24 hours of request bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug test is positive. The prescription must be in the employee's name.
13. Follow CEA's drug and alcohol-free workplace policy.