California Community Choice Financing Authority (CCCFA)
Board of Directors Regular Meeting
Thursday, January 22, 2026
1:00 P.M.

Via Teleconference at the Following Locations:

- Clean Power Alliance – 801 S. Grand Avenue Suite 400, Los Angeles, CA 90017
- Ava Community Energy – 1999 Harrison St, Ste 2300, Oakland, CA 94612
- 333 W El Camino Real #330, Sunnyvale, CA 94087
- 2601 Porter Street in Soquel, CA 95073

Members of the public who wish to observe the meeting may do so at one of the locations listed above or telephonically via the following teleconference call-in number and meeting ID:

For Viewing Access Join the Zoom Meeting:
https://us02web.zoom.us/j/87343304744

Dial-in: (669) 900-6833
Webinar PIN: 873 4330 4744

In compliance with the Brown Act, Directors may participate at one of the meeting locations listed above. In either case, please: 1) post this Agenda at a publicly accessible location at the participation location no later than 72 hours before the beginning of the meeting, and 2) have a speaker phone available for members of the public who wish to attend at your location.

Agenda

1. Call to Order & Roll Call

2. Agenda Update and/or Changes

3. Election of Officers
The Board will conduct its biennial election of the Chair and Vice-hair.

    a. Selection of Chair for CCCFA for 2026 and 2027
    b. Selection of Vice Chair for CCCFA for 2026 and 2027

4. Public Comment
This item is reserved for persons wishing to address the Board of Directors on any CCCFA-related matters that are not otherwise on this meeting agenda. Public comments on matters listed on the agenda shall be heard at the time the matter is called. As with all public comment, members of the public who wish to address the Board are customarily limited to three minutes per speaker.

5. Consent Calendar (Discussion/Action)
    a. Consider approval of minutes from the 12/4/25 regular meeting.
    b. Consider Approval of Professional Services Agreement with Garth Salisbury to Provide Amended Scope of Treasurer/Controller Services.

6. Consider Approval of Resolution No. 2026-1: A Resolution of the Board of Directors of the California Community Choice Financing Authority approving Orange County Power Authority as an Associate Member of CCCFA (Discussion/Action)

7. Treasurer/Controller Working Group Project List: Receive an update on the Treasurer/Controller Working Group's current and planned projects (Discussion/Action)

8. Board Member Announcements (Discussion)

9. Adjourn

Next CCCFA Board meeting is scheduled for Thursday, February 26, 2026 at 1:00 pm.

DISABLED ACCOMMODATION: If you are a person with a disability which requires an accommodation, or an alternative format, please contact the Clerk of the Board at (510) 906-0491, 72 hours prior to the scheduled meeting to ensure reasonable accommodations are provided.

Materials related to an item on this agenda submitted to the Board of Directors, or a majority of the Board, after distribution of the agenda are available for public inspection at the Clerk's Office, Ava Community Energy,1999 Harrison St. Ste 2300, Oakland CA, 94612, during normal business hours.

Draft Minutes

California Community Choice Financing Authority (CCCFA)
Board of Directors Regular Meeting
Thursday, December 4, 2025
1:00 P.M.

Via Teleconference at the Following Locations:

- Clean Power Alliance – 801 S. Grand Avenue Suite 400, Los Angeles, CA 90017
- Pioneer Community Energy – 2510 Warren Dr., Suite B, Rocklin, CA 95677
- Ava Community Energy – 1999 Harrison St, Ste 2300, Oakland, CA 94612
- 2601 Porter Street in Soquel, California

Members of the public who wish to observe the meeting may do so at one of the locations listed above or telephonically via the following teleconference call-in number and meeting ID:

For Viewing Access Join the Zoom Meeting:
https://us02web.zoom.us/j/87343304744

Dial-in: (669) 900-6833
Webinar PIN: 873 4330 4744

In compliance with the Brown Act, Directors may participate at one of the meeting locations listed above. In either case, please: 1) post this Agenda at a publicly accessible location at the participation location no later than 72 hours before the beginning of the meeting, and 2) have a speaker phone available for members of the public who wish to attend at your location.

Agenda

1. Call to Order & Roll Call
   Member Robert Shaw – Central Coast Community Energy (CCCE)
   Alternate Member Zakary Liske – Silicon Valley Clean Energy (SVCE)

Member Vicken Kasarjian – Marin Clean Energy (MCE)
Member Howard Chang – Ava Community Energy (Ava)
Chair Ted Bardacke – Clean Power Alliance (CPA)

Staff and Others:
Adrian Bankhead – Board Clerk
Garth Salisbury – Treasurer/Controller
David Ruderman – General Counsel

Member Chang joined the meeting at 1:14pm.

2. Agenda Update and/or Changes
There were no updates or changes to the agenda.

3. Public Comment
This item is reserved for persons wishing to address the Board of Directors on any CCCFA-related matters that are not otherwise on this meeting agenda. Public comments on matters listed on the agenda shall be heard at the time the matter is called. As with all public comment, members of the public who wish to address the Board are customarily limited to three minutes per speaker.
There were no speakers for public comment.

4. Consent Calendar (Discussion/Action)

a. Consider approval of minutes from the 10/23/25 special and regular meetings, and 11/13/25 regular meeting.
b. Consider Approval of Amendment No. 2 to Professional Services Agreement with Garth Salisbury to Provide Treasurer/Controller Services to Increase the Maximum Amount by $25,000 and Extend Expiration Date to December 31, 2026.
c. Consider Approval of Amendment No. 3 to Second Agreement by and between CCCFA and Colantuono, Highsmith & Whatley, PC for General Counsel Legal Services to adjust rates and contract term.

No public comments were received for this item.

Action: It was M/S/C (Liske/Kasarjian) to approve the Consent Calendar. The motion carried 4/0/0/0/1 (yes/no/abstain/recuse/not present):

Approval of Consent Calendar Vote:
CCCE – Yes
SVCE – Yes
MCE – Yes

CPA – Yes
Ava – Not Present

5. Consider Approval of Professional Services Agreement with Municipal Resource Group, LLC for General Manager Services for 14 months in an amount not to exceed $367,100 (Discussion/Action)

   No public comments were received for this item.

   Action: It was M/S/C (Kasarjian/Shaw) to approve the Professional Services Agreement with Municipal Resource Group, LLC for General Manager Services for 14 months in an amount not to exceed $367,100. The motion carried 4/0/0/0/1 (yes/no/abstain/recuse/not present):

   Approval of Professional Services Agreement Vote:
   CCCE – Yes
   SVCE – Yes
   MCE – Yes
   CPA – Yes
   Ava – Not Present

6. Consider Adoption of FY 2026 Annual Budget (Discussion/Action)

   No public comments were received for this item.

   Action: It was M/S/C (Chang/Padilla) to approve adoption of the FY 2026 Annual Budget The motion carried 5/0/0/0/0 (yes/no/abstain/recuse/not present):

   Approval of FY 2026 Annual Budget Vote:
   CCCE – Yes
   SVCE – Yes
   MCE – Yes
   CPA – Yes
   Ava – Yes

   ***At 1:47pm, Chair Bardacke passed the gavel to Vice-Chair Shaw and left the meeting*.**

7. Consider Approval of Resolution No. 2025-16 Authorizing the Issuance of One or More Series of Clean Energy Project Revenue Bonds from Time to Time in an Aggregate Principal Amount Not to Exceed $$1,250,000,000 to Finance the Acquisition of Long-Term Supplies of Electricity for the City of San Jose and Other Matters Relating Thereto (Discussion/Action)

<u>No public comments were received for this item.</u>

<u>Action: It was M/S/C (Kasarjian/Chang) to approve R-2025-16. The motion carried 4/0/0/0/1 (yes/no/abstain/recuse/not present):</u>

<u>Approval of R-2025-16 Vote:</u>
<u>CCCE – Yes</u>
<u>SVCE – Yes</u>
<u>MCE – Yes</u>
<u>CPA – Not Present</u>
<u>Ava – Yes</u>

8. Treasurer/Controller Working Group Project List: Receive an update on the Treasurer/Controller Working Group's current and planned projects (Discussion/Action)

<u>Treasurer Salisbury opened this topic and answered questions from Board members.</u>

<u>No public comments were received for this item.</u>

9. Board Member Announcements (Discussion)
<u>There were no Board Member announcements.</u>

10. Adjourn
<u>The meeting was adjourned at 2:00pm.</u>

Next CCCFA Board meeting is scheduled for Thursday, January 22, 2026 at 1:00 pm.

DISABLED ACCOMMODATION: If you are a person with a disability which requires an accommodation, or an alternative format, please contact the Clerk of the Board at (510) 906-0491, 72 hours prior to the scheduled meeting to ensure reasonable accommodations are provided.

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Staff Report – Item 5b

Item 5b:	Approval of Professional Services Agreement II with Garth Salisbury to Provide Treasurer/Controller Services
From:	David J. Ruderman, General Counsel
Date:	1/22/2026
Attachments:	1. Professional Services Agreement II with Garth Salisbury for Treasurer/Controller Services 2. Professional Services Agreement II with Garth Salisbury for Treasurer/Controller Services (Redline to original PSA)

RECOMMENDATION

The Board is being asked to approve a Professional Services Agreement II with Garth Salisbury to continue to provide services as Treasurer/Controller.

BACKGROUND

Garth Salisbury was appointed by CCCFA's Board as its Treasurer/Controller at its first meeting in 2021. Concurrently, Mr. Salisbury served as Marin Clean Energy's (MCE) representative on CCCFA's Board and was employed by MCE as its Chief Finance Officer and Treasurer. On June 18, 2024, Mr. Salisbury left his position at MCE and, on July 16, 2024, began a new position as the Chief Financial Officer of Sonoma Clean Power. MCE replaced Mr. Salisbury as its representative on the CCCFA Board with Vicken Kasarjian on June 7, 2024 in light of Mr. Salisbury's pending resignation.

Since June of 2024, Mr. Salisbury has acted as CCCFA's Treasurer/Controller pursuant to a Professional Services Agreement (PSA). CCCFA's Joint Powers Agreement (JPA) and Bylaws permit Mr. Salisbury to continue in his role of Treasurer/Controller while also being employed by a member of CCCFA. Section 4.06(b) of the JPA and Section 2.5 of the Bylaws specify the Treasurer/Controller need not be a Director of the CCCFA. The JPA and Bylaws do not impose any limitations on hiring an outside consultant to perform the duties of the Treasurer/Controller. Finally, Mr. Salisbury has explicit written approval from CCCFA member Sonoma Clean Power Authority to continue in his role of Treasurer/Controller under contract to CCCFA.

The PSA between CCCFA and Mr. Salisbury has been amended twice since June 2024 to increase the not-to-exceed (NTE) amount to a total of $75,000 through December 2026. Under the PSA, CCCFA indemnifies Mr. Salisbury against any third party claims arising out of his performance of Treasurer/Controller services. Mr. Salisbury is covered by CCCFA's Directors & Officers Liability Insurance and CCCFA is covered by CCCFA's Theft Insurance.

Since approving the last amendment to Mr. Salisbury's PSA, CCCFA has entered into a separate agreement for general manager services with the Municipal Resources Group, LLC ("MRG"). In light of the services MRG will provide CCCFA, there is a need to clarify the scope of Mr. Salisbury's duties.

ANALYSIS & DISCUSSION

For Mr. Salisbury to continue performing the duties of Treasurer/Controller, staff has prepared a new, updated PSA II. The PSA II is not an amendment to the original PSA, which will terminate if the Board approves the PSA II. PSA II has been changed to reflect the following:

A) Recognition and acknowledgement of a significant change in the Scope of Services to reflect the addition of MRG to provide General Manager and other services to CCCFA.
B) Changes to the Scope of Services to reflect the need for Mr. Salisbury to train and instruct MRG on many of the day-to-day operational requirements of CCCFA and eventually turn over some of these responsibilities to MRG.
C) A change to the hourly compensation to Mr. Salisbury to $275/hr.
D) A new NTE amount of $150,000 for the period of January 22, 2026 – February 1, 2027 (~545 hours of work, approximately 10 hrs/week).
E) Termination of the prior PSA and amendments with Mr. Salisbury.

FISCAL IMPACT

CCCFA may compensate Mr. Salisbury for services performed in an amount up to $150,000 for the period of approximately one year to January 31, 2027. The hourly rate of $275/hr at which Mr. Salisbury would be compensated is commensurate with the amount CCCFA is paying for General Manager services.

RECOMMENDED MOTION

Move to approve the attached Professional Services Agreement II with Garth Salisbury for Treasurer/Controller Services.

PROFESSIONAL SERVICES AGREEMENT II
FOR CONSULTANT SERVICES

California Community Choice Financing Authority (CCCFA) / Garth Salisbury

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT II ("Agreement") is entered into as of the last date indicated below by and between California Community Choice Financing Authority, a California Joint Powers Authority ("CCCFA"), and Garth Salisbury, an individual ("Consultant") (collectively, "parties").

2. RECITALS

2.1 CCCFA has determined that it requires the following professional services from a consultant: Treasurer/Controller services

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3 Consultant represents that it has no known relationships with third parties, CCCFA Board members, or employees of CCCFA which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

2.4 CCCFA originally contracted with Consultant to provided Treasurer/Controller services by agreement commencing June 18, 2024 ("Original Agreement"). The Original Agreement was amended on February 27, 2025 to increase the maximum amount payable to Consultant and extend the term of the agreement through December 31, 2025 ("Amendment No. 1"). The Original Agreement was amended a second time on December 4, 2025 to increase the maximum amount payable to Consultant and extend the term of the agreement through December 31, 2026 ("Amendment No. 2").

2.5 Since approving Amendment No. 2, CCCFA has entered into a separate agreement for general manager services with the Municipal Resources Group, LLC ("MRG"). In light of the services MRG will provide CCCFA, CCCFA and Consultant desire to clarify Consultant's scope and otherwise restate the terms and conditions of Consultant's engagement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CCCFA and Consultant agree as follows:

3. DEFINITIONS

3.1 "Agreement Administrator" means **Ted Bardacke, Chair of the Board of Directors**, or his duly elected successor as Board Chair, or the Chair's designee. The Agreement Administrator shall be the principal point of contact at CCCFA for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. CCCFA reserves the right to change this designation upon written notice to Consultant.

3.2 "Approved Fee Schedule" means such compensation rates as are set forth in "Exhibit B," attached hereto and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.3 "Commencement Date" means January 22, 2026.

3.4 "Maximum Amount": The highest total compensation and costs payable to Consultant by CCCFA under this Agreement. The Maximum Amount under this Agreement is One Hundred Fifty Thousand Dollars ($150,000.00).

3.5 "Scope of Services" means such professional services as are set forth in "Exhibit A," attached hereto and fully incorporated herein by this reference.

3.6 "Termination Date" means January 31, 2027.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by CCCFA in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S SERVICES

5.1 **Services**. Consultant shall perform the services identified in the Scope of Services. CCCFA shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2 Coordination with CCCFA. In performing services under this Agreement, Consultant shall coordinate all contact with CCCFA through its Agreement Administrator.

5.3 Budgetary Notification. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

5.4 Professional Standards. Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to CCCFA. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.5 Avoid Conflicts. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, CCCFA may consent in writing to Consultant's performance of such work.

5.6 Campaign Contributions. This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Consultant to disclose any campaign contribution by the Consultant or the Consultant's agent to CCCFA Board members or other CCCFA officials of more than two-hundred and fifty dollars ($250) in the aggregate within the preceding twelve (12) months. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form, Exhibit C, with Consultant's execution of this Agreement.

5.7 CCCFA Retains Responsibility for Contracting. Consultant's duties and services under this Agreement shall not include preparing or assisting the CCCFA with any portion of the CCCFA's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CCCFA. CCCFA entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with CCCFA to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

5.8 **Appropriate Personnel**. Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Garth Salisbury shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without CCCFA's prior written consent.

5.9 **Substitution of Personnel**. Any persons named in the proposal or Scope of Services constitutes a promise to CCCFA that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of CCCFA. If CCCFA and Consultant cannot agree as to the substitution of key personnel, CCCFA may terminate this Agreement for cause.

5.10 **Permits and Approvals**. Consultant shall obtain, at its sole cost and expense, all permits, licenses, and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional and/or business licenses, encroachment permits and building and safety permits and inspections. Contractor shall promptly provide copies of such licenses and registrations to CCCFA at the request of CCCFA.

5.11 **Notification of Organizational Changes**. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.12 **Records**. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CCCFA under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CCCFA. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CCCFA or as part of any audit of CCCFA, for a period of three (3) years after final payment under this Agreement.

5.13 Skilled and Trained Workforce Requirement. When the use of a skilled and trained workforce is required to complete a contract pursuant to existing law, this contract is subject to such requirement and Consultant agrees to use a skilled and trained workforce.

6. SUBCONTRACTING

6.1 General Prohibition. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2 Consultant Responsible. Consultant shall be responsible to CCCFA for all services to be performed under this Agreement.

6.3 Identification in Fee Schedule. All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

6.4 Compensation for Subcontractors. CCCFA shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. CCCFA shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

7.1 General. CCCFA agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by CCCFA in advance.

7.2 Invoices. Consultant shall submit to CCCFA an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

7.3 Taxes. CCCFA shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

7.4 Disputes. The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

7.5 Additional Work. Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by CCCFA through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of CCCFA.

7.6 CCCFA Satisfaction as Precondition to Payment. Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until CCCFA is satisfied that the services are satisfactory.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws.

9. DATA, CONFIDENTIALITY, AND INTELLECTUAL PROPERTY

9.1 Ownership and Use Rights.

9.1.1 CCCFA Data. Unless otherwise expressly agreed to in writing by the Parties, CCCFA shall retain all of its rights, title and interest in CCCFA's Data. "CCCFA Data" shall mean all data or information provided by or on behalf of CCCFA, including but not limited to, customer Personal Information; energy usage data relating to, of, or concerning, provided by or on behalf of any customers; all data or information input, information systems and technology, software, methods, forms, manuals, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of CCCFA to Contractor as CCCFA may approve of in advance and in writing (in each instance); account numbers, forecasts, and other similar information disclosed to or otherwise made available to Contractor. CCCFA Data shall also include all data and materials provided by or made available to Contractor by CCCFA's licensors, including but not limited to, any and all survey responses, feedback, and reports subject to any limitations or restrictions set forth in the agreements between CCCFA and their licensors.

9.1.2 Intellectual Property. Unless otherwise expressly agreed to in writing by the Parties, any and all materials, information, or other intellectual property created, prepared, accumulated or developed by Contractor or any Contractor Party under this Agreement ("Intellectual Property"), including finished and unfinished inventions, processes, templates, documents, drawings, computer programs, designs, calculations, valuations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, manuals, visual materials, data models and samples, including summaries, extracts, analyses and preliminary or draft materials developed in connection therewith, shall be owned by CCCFA. CCCFA shall have the exclusive right to use Intellectual Property in its sole discretion and without further compensation to Contractor or to any other party. Contractor shall, at CCCFA's expense, provide Intellectual Property to CCCFA or to any party CCCFA may designate upon written request. Contractor may keep one file reference copy of Intellectual Property prepared for CCCFA solely for legal purposes and if otherwise agreed to in writing by CCCFA. In addition, Contractor may keep one copy of Intellectual Property if otherwise agreed to in writing by CCCFA.

9.1.3 Intellectual Property Shall be Owned by CCCFA Upon its Creation. Contractor agrees to execute any such other documents or take other actions as CCCFA may reasonably request to perfect CCCFA's ownership in the Intellectual Property.

9.1.4 Contractor's Pre-Existing Materials. If, and to the extent Contractor retains any preexisting ownership rights ("Contractor's Pre-Existing Materials") in any of the materials furnished to be used to create, develop, and prepare the Intellectual Property, Contractor hereby grants CCCFA on behalf of its customers and the CPUC for governmental and regulatory purposes an irrevocable, assignable, non-exclusive, perpetual, fully paid up, worldwide, royalty-free, unrestricted license to use and sublicense others to use, reproduce, display, prepare and develop derivative works, perform, distribute copies of any intellectual or proprietary property right of Contractor or any Contractor Party for the sole purpose of using such Intellectual Property for the conduct of CCCFA's business and for disclosure to the CPUC for governmental and regulatory purposes related thereto. Unless otherwise expressly agreed to by the Parties, Contractor shall retain all of its rights, title and interest in Contractor's Pre-Existing Materials. Any and all claims to Contractor's Pre-Existing Materials to be furnished or used to prepare, create, develop or otherwise manifest the Intellectual Property must be expressly disclosed to CCCFA prior to performing any Services under this Agreement. Any such Pre-Existing Material that is modified by work under this Agreement is owned by CCCFA.

9.2 Equitable Relief. Each Party acknowledges that a breach of this Section 9 would cause irreparable harm and significant damages to the other Party, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that CCCFA shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of CCCFA Data, in addition to any other rights and remedies that it may have at law or otherwise; and Contractor shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Contractor's Pre-Existing Materials, in addition to any other rights and remedies that it may have at law or otherwise.

10. RELATIONSHIP OF PARTIES

10.1 General. Consultant is, and shall at all times remain as to CCCFA, a wholly independent contractor.

10.2 No Agent Authority. Consultant shall have no power to incur any debt, obligation, or liability on behalf of CCCFA or otherwise to act on behalf of CCCFA as an agent, except as specifically provided in writing by the CCCFA Board of Directors. Neither CCCFA nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of CCCFA.

10.3 Independent Contractor Status. Under no circumstances shall Consultant or its employees look to the CCCFA as an employer. Consultant shall not be entitled to any benefits. CCCFA makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

11. INDEMNIFICATION

CCCFA agrees to indemnify, defend and hold harmless Consultant from and against any and all claims, actions, and damages that may be asserted by any third party against Consultant arising out of the services Consultant renders under this Agreement.

12. INSURANCE

CCCFA and Consultant agree that Consultant, serving as an officer at the direction of and with the consent of CCCFA, shall constitute an "Insured Person" within the scope of CCCFA's Directors and Officers Liability Insurance with regards to any and all liability arising out of services Consultant renders under this Agreement. CCCFA's insurance policies shall be primary as respects any claims related to or as the result of Consultant's work.

13. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF CCCFA

CCCFA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.). Pursuant to CCCFA's Joint Powers Agreement, CCCFA is a public entity separate from its constituent members. CCCFA shall solely be responsible for all debts, obligations, and liabilities accruing and arising out of this Agreement. No Contractor shall have rights and nor shall any Contractor make any claims, take any actions, or assert any remedies against any of CCCFA's constituent members in connection with this Agreement.

14. MUTUAL COOPERATION

14.1 CCCFA Cooperation in Performance. CCCFA shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

14.2 Consultant Cooperation in Defense of Claims. If any claim or action is brought against CCCFA relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that CCCFA may require in the defense of that claim or action.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and CCCFA's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to CCCFA:	If to Consultant:
Ted Bardacke Chair, Board of Directors CCCFA	Garth Salisbury [redacted]
Telephone: (310) 709-2281 E-mail: tbardacke@cleanpoweralliance.org	[redacted] gsalisbury@cccfa.org

With courtesy copy to:

David J. Ruderman, CCCFA General Counsel
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, California 95945-5091
Telephone: (530) 432-7357
Facsimile: (530) 432-7356
E-mail: druderman@chwlaw.us

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.12 (Records), Section 11 (Indemnification), Section 13 (No Recourse Against Constituent Members of CCCFA), Section 14.2 (Consultant Cooperation in Defense of Claims), Section 16 (Surviving Covenants), Section 17 (Interpretation of Agreement), and Section 19 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

17. TERMINATION

17.1 Termination. CCCFA may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All CCCFA data, documents, objects, materials or other tangible things shall be returned to CCCFA upon the termination or expiration of this Agreement.

17.2 Consultant Termination. Consultant may terminate this Agreement for a material breach of this Agreement by CCCFA upon 30 days' notice.

17.3 Compensation Following Termination. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. CCCFA shall have the benefit of such work as may have been completed up to the time of such termination.

17.4 Remedies. CCCFA retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

18.1 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.2 Integration of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the exhibits of this Agreement, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between CCCFA and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by CCCFA and Consultant. By approving this Agreement, the parties mutually agree to terminate the provisions of the Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, and substantively restate the terms of the Original Agreement herein.

18.3 Headings. The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

18.4 Pronouns. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.6 No Presumption Against Drafter. Each party had an opportunity to consult with an attorney in reviewing and drafting this Agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

19. GENERAL PROVISIONS

19.1 Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by CCCFA. CCCFA shall grant such consent if disclosure is legally required. All CCCFA data shall be returned to CCCFA upon the termination or expiration of this Agreement.

19.2 **Conflicts of Interest**. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with CCCFA's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, CCCFA shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CCCFA, during the term of his or her service with CCCFA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

19.3 **Non-assignment**. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CCCFA's prior written consent, and any attempt to do so shall be void and of no effect. CCCFA shall not be obligated or liable under this Agreement to any party other than Consultant.

19.4 **Binding on Successors**. This Agreement shall be binding on the successors and assigns of the parties.

19.5 **No Third-Party Beneficiaries**. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

19.6 **Time of the Essence**. Time is of the essence for each and every provision of this Agreement.

19.7 **Non-Discrimination**. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, sexual orientation, or any other unlawful basis. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

19.8 Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by CCCFA or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by CCCFA or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

19.9 Excused Failure to Perform. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in CCCFA's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

19.10 Remedies Non-Exclusive. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

19.11 Attorneys' Fees. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

19.12 Venue. The venue for any litigation shall be Marin County, California and Consultant hereby consents to sole jurisdiction in Marin County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

19.13 Counterparts; Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

19.14 Recitals. The Recitals are incorporated by this reference.

[Signature page follows]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

"CCCFA"
California Community Choice Financing Authority

By:________________________________
Signature

Printed:_____________________________

Title:_______________________________

Date:______________________

Attest:

By:__________________________________
Adrian Bankhead, CCCFA Clerk

Date:________________________

"Consultant"
Garth Salisbury

By:________________________________
Signature

Printed: Garth Salisbury

Date:______________________

Approved as to form:

By: __________________________________
David J. Ruderman, General Counsel

Date: __________________________

“EXHIBIT A”
SCOPE OF WORK

Contractor shall provide the following Treasurer/Controller Services under the Agreement as requested and directed by the California Community Choice Financing Authority (CCCFA)’s Board of Directors or CCCFA staff, up to the maximum time/fees allowed under this Agreement:

Contractor shall discharge the duties of the office of Treasurer/Controller of CCCFA and shall use his best efforts to provide such services in a competent and professional manner. Contractor shall provide all services to CCCFA of the kind and nature typically provided by an in-house Treasurer/Controller unless specifically stated otherwise in this Agreement or otherwise directed in writing by CCCFA.

The Treasurer/Controller will work with and train representatives of MRG (General Manager or associates) as back up or to eventually assume the responsibilities of certain of the scope of work as outlined below.

These Treasurer/Controller Services shall also include:

- Provide all services delegated to the Treasurer/Controller in CCCFA’s Joint Powers Agreement, including but not limited to section 4.06(b), and CCCFA’s Bylaws, including but not limited to section 2.5, and as otherwise required under the Joint Exercise of Powers Act (Gov. Code, § 6500 et seq.), ;
- In the absence of a General Manager, provide for CCCFA’s day-to-day operations and management.
- Upon retention of a General Manager by CCCFA, assist the General Manager with the day-to-day operations of CCCFA including training the General Manager or their associates on the day-to-day operations of CCCFA.
- Supervise the activities of all contractors retained by CCCFA, other than legal counsel supervised by General Counsel, or if certain contractors are supervised by the General Manager or associates and review the work of such contractors on behalf of CCCFA.
- Provide regular oversight of CCCFA’s prepay issuances and respond to inquiries from counterparties and third parties regarding same.
- Monitoring and responding daily to emails and communications to the Treasurer/Controller email address and to the CCCFA deal specific group email addresses and other general CCCFA group email addresses (e.g. notices@cccfa.org, invoices@cccfa.org, and info@cccfa.org)
- Review individual transaction documentation as required to provide necessary representations and certificates as needed for continuing disclosure, arbitrage rebate and other related bond or ISDA contract documentation.
- Ensure timely completion of CCCFA’s annual audit of financial statements by CCCFA’s independent auditor and assist the General Manager or their associates with same to be able to provide back-up, if necessary, in the annual audit process.
- Ensure that participant Community Choice Aggregators (CCAs) are providing on a timely basis documentation, representations, invoices and certifications as required under

individual deal documents.

- Train the General Manager or their associates on the fundamentals of prepayment transactions and the required documentation, representations, invoices and certifications required under the individual deal documents.
- Oversee and ensure timely payment and invoicing for CCCFA's accounts payable and accounts receivable and train the General Manager or associates as needed to assume certain of these responsibilities over time.
- Ensure that all required memberships and registrations for an issuer of bonds and a participant in interest rate and commodities swaps in the State of California including but not limited to Dodd/Frank protocols, the International Swap Dealers Association, CDIAC, Legal Entity Identifier code through LEI Worldwide and others are maintained in good standing.
- Prepare annual budget for review and approval by CCCFA's Board of Directors, including any necessary budget adjustments during the fiscal year
- Train the General Manager or associates on the annual budget process to ensure back up and the eventual smooth transition of this task to the General Manager or associates
- Meet regularly with the Treasurer/Controller's working group to assist with CCCFA's day-to-day operations and provide recommendations to CCCFA's Board of Directors.
- Provide regular reports on CCCFAs' operations to the Board of Directors or upon request by the CCCFA Board.
- Meet regularly with the General Manager and/or associates as needed to discuss the operations of CCCFA, and/or and policy issues or priorities of the Board of Directors.

"EXHIBIT B"
APPROVED FEE SCHEDULE

Garth Salisbury shall provide Treasurer/Controller services at a billing rate of $275.00 per hour.

“EXHIBIT” C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Local governments are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to CCCFA with your application.

1. No CCCFA Board member of other CCCFA official shall accept, solicit, or direct a contribution of more than $500 from any party,[1] financially interested participant,[2] or agent[3] while a proceeding is pending or for 12 months after CCCFA makes a final decision. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a CCCFA proceeding shall disclose on the record of the proceeding any contribution of more than $500 made to any Board member of official by the party, or agent, in the past 12 months. No party to or participant in a CCCFA proceeding shall make a contribution of more than $500 to a Board member or official during the proceeding and for 12 months after CCCFA makes a final decision. No agent to a party or participant shall make a contribution in any amount to a Board member or official during the proceeding and for 12 months after CCCFA makes a final decision.

3. Before CCCFA makes a decision as to a proceeding, any Board member or official who received contributions of more than $500 in the past 12 months from any party to a proceeding, or agent, shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any Board member or official receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of: (a) making the decision, or (b) knowing about the contribution and the relevant proceeding, whichever comes last, that Board member or official may participate in the proceeding.

[1] "Party" is defined as any person who files an application for, or is the subject of, a proceeding.[2] "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.
[3] "Agent" is defined as a person who represents a

To determine whether your or your agent have made a campaign contribution of more than $500 to a Board member or official in the past 12 months, all contributions made by you or your agent in that period must be aggregated.

Names of current CCCFA Board members and officials are available on CCCFA's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the Board Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:
□ License
□ Lease
□ Permit
□ Franchise
□ Other Contract
□ Other Entitlement

Name and address of any party, participant, or agent who contributed more than $500 to any CCCFA Board member or official within the preceding 12 months:

1. ______________________________
2. ______________________________
3. ______________________________

(b) Date and amount of contribution:

Date ____________________ Amount $ __________

Date ____________________ Amount $ __________

Date ____________________ Amount $ __________

(c) Name of CCCFA Board members or officials to whom contribution was made:

1. ______________________________
2. ______________________________
3. ______________________________

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name ______________________________

Signature ______________________________

Date ____________________ Phone ______________ party in connection with a proceeding for compensation who appears before or otherwise communicates with CCCFA for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closely held corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To be completed by City:

Document No:

____

PROFESSIONAL SERVICES AGREEMENT II
FOR CONSULTANT SERVICES

California Community Choice Financing Authority (CCCFA) / Garth Salisbury

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT II ("Agreement") is entered into as of the last date indicated below by and between California Community Choice Financing Authority, a California Joint Powers Authority ("CCCFA"), and Garth Salisbury, an individual ("Consultant") (collectively, "parties").

2. RECITALS

2.1 CCCFA has determined that it requires the following professional services from a consultant: Treasurer/Controller services

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3 Consultant represents that it has no known relationships with third parties, CCCFA Board members, or employees of CCCFA which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

2.4 CCCFA originally contracted with Consultant to provided Treasurer/Controller services by agreement commencing June 18, 2024 ("Original Agreement"). The Original Agreement was amended on February 27, 2025 to increase the maximum amount payable to Consultant and extend the term of the agreement through December 31, 2025 ("Amendment No. 1"). The Original Agreement was amended a second time on December 4, 2025 to increase the maximum amount payable to Consultant and extend the term of the agreement through December 31, 2026 ("Amendment No. 2").

~~2.3~~2.5 Since approving Amendment No. 2, CCCFA has entered into a separate agreement for general manager services with the Municipal Resources Group, LLC ("MRG"). In light of the services MRG will provide CCCFA, CCCFA and Consultant desire to clarify Consultant's scope and otherwise restate the terms and conditions of Consultant's engagement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CCCFA and Consultant agree as follows:

3. DEFINITIONS

3.1 "Agreement Administrator" means **Ted Bardacke, Chair of the Board of Directors**, or his duly elected successor as Board Chair, or the Chair's designee. The Agreement Administrator shall be the principal point of contact at CCCFA for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. CCCFA reserves the right to change this designation upon written notice to Consultant.

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3.2 "Approved Fee Schedule" means such compensation rates as are set forth in "Exhibit B," attached hereto and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.3 "Commencement Date" means ~~June 18, 2024~~ January 22, 2026.

3.4 "Maximum Amount": The highest total compensation and costs payable to Consultant by CCCFA under this Agreement. The Maximum Amount under this Agreement is One Hundred Fifty ~~Twenty-Five~~ Thousand Dollars ($150~~25~~,000.00).

3.5 "Scope of Services" means such professional services as are set forth in "Exhibit A," attached hereto and fully incorporated herein by this reference.

3.6 "Termination Date" means January 31, 2027.~~June 18, 2025.~~

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by CCCFA in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S SERVICES

5.1 **Services**. Consultant shall perform the services identified in the Scope of Services. CCCFA shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2 **Coordination with CCCFA**. In performing services under this Agreement, Consultant shall coordinate all contact with CCCFA through its Agreement Administrator.

5.3 **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

5.4 **Professional Standards**. Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to CCCFA. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.5 **Avoid Conflicts**. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, CCCFA may consent in writing to Consultant's performance of such work.

5.6 **Campaign Contributions**. This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Consultant to disclose any campaign contribution by the Consultant or the Consultant's agent to CCCFA Board members or other CCCFA officials of more than two-hundred and fifty dollars ($250) in the aggregate within the preceding twelve (12) months. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form, Exhibit C, with Consultant's execution of this Agreement.

5.7 **CCCFA Retains Responsibility for Contracting**. Consultant's duties and services under this Agreement shall not include preparing or assisting the CCCFA with any portion of the CCCFA's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CCCFA. CCCFA entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with

CCCFA to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

5.8 **Appropriate Personnel**. Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Garth Salisbury shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without CCCFA's prior written consent.

5.9 **Substitution of Personnel**. Any persons named in the proposal or Scope of Services constitutes a promise to CCCFA that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of CCCFA. If CCCFA and Consultant cannot agree as to the substitution of key personnel, CCCFA may terminate this Agreement for cause.

5.10 **Permits and Approvals**. Consultant shall obtain, at its sole cost and expense, all permits, licenses, and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional and/or business licenses, encroachment permits and building and safety permits and inspections. Contractor shall promptly provide copies of such licenses and registrations to CCCFA at the request of CCCFA.

5.11 **Notification of Organizational Changes**. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.12 **Records**. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CCCFA under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CCCFA. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CCCFA or as part of any audit of CCCFA, for a period of three (3) years after final payment under this Agreement.

5.13 Skilled and Trained Workforce Requirement. When the use of a skilled and trained workforce is required to complete a contract pursuant to existing law, this contract is subject to such requirement and Consultant agrees to use a skilled and trained workforce.

6. SUBCONTRACTING

6.1 General Prohibition. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2 Consultant Responsible. Consultant shall be responsible to CCCFA for all services to be performed under this Agreement.

6.3 Identification in Fee Schedule. All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

6.4 Compensation for Subcontractors. CCCFA shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. CCCFA shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

7.1 General. CCCFA agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by CCCFA in advance.

7.2 Invoices. Consultant shall submit to CCCFA an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

7.3 **Taxes**. CCCFA shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

7.4 **Disputes**. The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

7.5 **Additional Work**. Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by CCCFA through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of CCCFA.

7.6 **CCCFA Satisfaction as Precondition to Payment**. Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until CCCFA is satisfied that the services are satisfactory.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws.

9. DATA, CONFIDENTIALITY, AND INTELLECTUAL PROPERTY

9.1 Ownership and Use Rights.

9.1.1 CCCFA Data. Unless otherwise expressly agreed to in writing by the Parties, CCCFA shall retain all of its rights, title and interest in CCCFA's Data. "CCCFA Data" shall mean all data or information provided by or on behalf of CCCFA, including but not limited to, customer Personal Information; energy usage data relating to, of, or concerning, provided by or on behalf of any customers; all data or information input, information systems and technology, software, methods, forms, manuals, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of CCCFA to Contractor as CCCFA may approve of in advance and in writing (in each instance); account numbers, forecasts, and other similar information disclosed to or otherwise made available to Contractor. CCCFA Data shall also include all data and materials provided by or made available to Contractor by CCCFA's licensors, including but not limited to, any and all survey responses, feedback, and reports subject to any limitations or restrictions set forth in the agreements between CCCFA and their licensors.

9.1.2 Intellectual Property. Unless otherwise expressly agreed to in writing by the Parties, any and all materials, information, or other intellectual property created, prepared, accumulated or developed by Contractor or any Contractor Party under this Agreement ("Intellectual Property"), including finished and unfinished inventions, processes, templates, documents, drawings, computer programs, designs, calculations, valuations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, manuals, visual materials, data models and samples, including summaries, extracts, analyses and preliminary or draft materials developed in connection therewith, shall be owned by CCCFA. CCCFA shall have the exclusive right to use Intellectual Property in its sole discretion and without further compensation to Contractor or to any other party. Contractor shall, at CCCFA's expense, provide Intellectual Property to CCCFA or to any party CCCFA may designate upon written request. Contractor may keep one file reference copy of Intellectual Property prepared for CCCFA solely for legal purposes and if otherwise agreed to in writing by CCCFA. In addition, Contractor may keep one copy of Intellectual Property if otherwise agreed to in writing by CCCFA.

9.1.3 Intellectual Property Shall be Owned by CCCFA Upon its Creation. Contractor agrees to execute any such other documents or take other actions as CCCFA may reasonably request to perfect CCCFA's ownership in the Intellectual Property.

9.1.4 Contractor's Pre-Existing Materials. If, and to the extent Contractor retains any preexisting ownership rights ("Contractor's Pre-Existing Materials") in any of the materials furnished to be used to create, develop, and prepare the Intellectual Property, Contractor hereby grants CCCFA on behalf of its customers and the CPUC for governmental and regulatory purposes an irrevocable, assignable, non-exclusive, perpetual, fully paid up, worldwide, royalty-free, unrestricted license to use and sublicense others to use, reproduce, display, prepare and develop derivative works, perform, distribute copies of any intellectual or proprietary property right of Contractor or any Contractor Party for the sole purpose of using such Intellectual Property for the conduct of CCCFA's business and for disclosure to the CPUC for governmental and regulatory purposes related thereto. Unless otherwise expressly agreed to by the Parties, Contractor shall retain all of its rights, title and interest in Contractor's Pre-Existing Materials. Any and all claims to Contractor's Pre-Existing Materials to be furnished or used to prepare, create, develop or otherwise manifest the

Intellectual Property must be expressly disclosed to CCCFA prior to performing any Services under this Agreement. Any such Pre-Existing Material that is modified by work under this Agreement is owned by CCCFA.

9.2 Equitable Relief. Each Party acknowledges that a breach of this Section 9 would cause irreparable harm and significant damages to the other Party, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that CCCFA shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of CCCFA Data, in addition to any other rights and remedies that it may have at law or otherwise; and Contractor shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Contractor's Pre-Existing Materials, in addition to any other rights and remedies that it may have at law or otherwise.

10. RELATIONSHIP OF PARTIES

10.1 General. Consultant is, and shall at all times remain as to CCCFA, a wholly independent contractor.

10.2 No Agent Authority. Consultant shall have no power to incur any debt, obligation, or liability on behalf of CCCFA or otherwise to act on behalf of CCCFA as an agent, except as specifically provided in writing by the CCCFA Board of Directors. Neither CCCFA nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of CCCFA.

10.3 Independent Contractor Status. Under no circumstances shall Consultant or its employees look to the CCCFA as an employer. Consultant shall not be entitled to any benefits. CCCFA makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

11. INDEMNIFICATION

CCCFA agrees to indemnify, defend and hold harmless Consultant from and against any and all claims, actions, and damages that may be asserted by any third party against Consultant arising out of the services Consultant renders under this Agreement.

12. INSURANCE

CCCFA and Consultant agree that Consultant, serving as an officer at the direction of and with the consent of CCCFA, shall constitute an "Insured Person" within the scope of CCCFA's Directors and Officers Liability Insurance with regards to any and all liability arising out of services Consultant renders under this Agreement. CCCFA's insurance policies shall be primary as respects any claims related to or as the result of Consultant's work.

13. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF CCCFA

CCCFA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.). Pursuant to CCCFA's Joint Powers Agreement, CCCFA is a public entity separate from its constituent members. CCCFA shall solely be responsible for all debts, obligations, and liabilities accruing and arising out of this Agreement. No Contractor shall have rights and nor shall any Contractor make any claims, take any actions, or assert any remedies against any of CCCFA's constituent members in connection with this Agreement.

14. MUTUAL COOPERATION

14.1 CCCFA Cooperation in Performance. CCCFA shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

14.2 Consultant Cooperation in Defense of Claims. If any claim or action is brought against CCCFA relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that CCCFA may require in the defense of that claim or action.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and CCCFA's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to CCCFA:

Ted Bardacke
Chair, Board of Directors
CCCFA
~~1125 Tamalpais Ave,~~
~~San Rafael, CA 94901~~

Telephone: (310) 709-2281 ~~(415) 335-6115~~
E-mail: tbardacke@cleanpoweralliance.org

If to Consultant:

Garth Salisbury
[redacted]

[redacted]
gsalisbury@cccfa.org

With courtesy copy to:

David J. Ruderman, CCCFA General Counsel
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, California 95945-5091
Telephone: (530) 432-7357
Facsimile: (530) 432-7356
E-mail: druderman@chwlaw.us

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.12 (Records), Section 11 (Indemnification), Section 13 (No Recourse Against Constituent Members of CCCFA), Section 14.2 (Consultant Cooperation in Defense of Claims), Section 16 (Surviving Covenants), Section 17 (Interpretation of Agreement), and Section 19 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

17. TERMINATION

17.1 Termination. CCCFA may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All CCCFA data, documents, objects, materials or other tangible things shall be returned to CCCFA upon the termination or expiration of this Agreement.

17.2 Consultant Termination. Consultant may terminate this Agreement for a material breach of this Agreement by CCCFA upon 30 days' notice.

17.3 Compensation Following Termination. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this

Agreement. CCCFA shall have the benefit of such work as may have been completed up to the time of such termination.

17.4 **Remedies**. CCCFA retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

18.1 **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.2 **Integration of Exhibits**. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the exhibits of this Agreement, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between CCCFA and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by CCCFA and Consultant. By approving this Agreement, the parties mutually agree to terminate the provisions of the Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, and substantively restate the terms of the Original Agreement herein.

18.3 **Headings**. The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

18.4 **Pronouns**. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.5 **Severability**. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.6 No Presumption Against Drafter. Each party had an opportunity to consult with an attorney in reviewing and drafting this Agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

19. GENERAL PROVISIONS

19.1 Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by CCCFA. CCCFA shall grant such consent if disclosure is legally required. All CCCFA data shall be returned to CCCFA upon the termination or expiration of this Agreement.

19.2 Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with CCCFA's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, CCCFA shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CCCFA, during the term of his or her service with CCCFA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

19.3 Non-assignment. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CCCFA's prior written consent, and any attempt to do so shall be void and of no effect. CCCFA shall not be obligated or liable under this Agreement to any party other than Consultant.

19.4 Binding on Successors. This Agreement shall be binding on the successors and assigns of the parties.

19.5 No Third-Party Beneficiaries. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

19.6 Time of the Essence. Time is of the essence for each and every provision of this Agreement.

19.7 Non-Discrimination. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, sexual orientation, or any other unlawful basis. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

19.8 Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by CCCFA or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by CCCFA or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

19.9 Excused Failure to Perform. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in CCCFA's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

19.10 Remedies Non-Exclusive. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

19.11 Attorneys' Fees. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

19.12 Venue. The venue for any litigation shall be Marin County, California and Consultant hereby consents to sole jurisdiction in Marin County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

19.13 Counterparts; Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

19.14 Recitals. The Recitals are incorporated by this reference.

[Signature page follows]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

"CCCFA"
California Community Choice Financing Authority

By:________________________________
Signature

Printed:____________________________

Title:______________________________

Date:______________________

"Consultant"
Garth Salisbury

By:________________________________
Signature

Printed: Garth Salisbury

Date:______________________

Attest:

By:__________________________________
Adrian Bankhead, CCCFA Clerk

Date:________________________

Approved as to form:

By: __________________________________
David J. Ruderman, General Counsel

Date: ___________________________

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"EXHIBIT A"
SCOPE OF WORK

Contractor shall provide the following Treasurer/Controller Services under the Agreement as requested and directed by the California Community Choice Financing Authority (CCCFA)'s Board of Directors or CCCFA staff, up to the maximum time/fees allowed under this Agreement:

Contractor shall discharge the duties of the office of Treasurer/Controller of CCCFA ~~the California Community Choice Financing Authority~~ and shall use his best efforts to provide such services in a competent and professional manner. Contractor shall provide all services to CCCFA of the kind and nature typically provided by an in-house Treasurer/Controller unless specifically stated otherwise in this Agreement or otherwise directed in writing by CCCFA.

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The Treasurer/Controller will work with and train representatives of MRG (General Manager or associates) as back up or to eventually assume the responsibilities of certain of the scope of work as outlined below.

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These Treasurer/Controller Services shall also include:

- Provide all services delegated to the Treasurer/Controller in CCCFA's Joint Powers Agreement, including but not limited to section 4.06(b), and CCCFA's Bylaws, including but not limited to section 2.5, and as otherwise required under the Joint Exercise of Powers Act (Gov. Code, § 6500 et seq.). ;
- In the absence of a General Manager, provide for CCCFA's day-to-day operations and management.
- Upon retention of a General Manager by CCCFA, assist the General Manager with the day-to-day operations of CCCFA including training the General Manager or their associates on the day-to-day operations of CCCFA.
- Supervise the activities of all contractors retained by CCCFA, other than legal counsel supervised by General Counsel, or if certain contractors are supervised by the General Manager or associates and review the work of such contractors on behalf of CCCFA.
- Provide regular oversight of CCCFA's prepay issuances and respond to inquiries from counterparties and third parties regarding same.
- Monitoring and responding daily to emails and communications to the Treasurer/Controller email address and to the CCCFA deal specific group email addresses and other general CCCFA group email addresses (e.g. notices@cccfa.org, invoices@cccfa.org, and ~~-~~info@cccfa.org)
- Review individual transaction documentation as required to provide necessary representations and certificates as needed for continuing disclosure, arbitrage rebate and other related bond or ISDA contract documentation.
- Ensure timely completion of CCCFA's annual audit of financial statements by CCCFA's independent auditor and assist the General Manager or their associates with same to be able to provide back-up, if necessary, in the annual audit process. ~~-~~
- Ensure that participant Community Choice Aggregate (CCA)s are providing on a timely basis documentation, representations, invoices and certifications as required under

individual deal documents.

- Train the General Manager or their associates on the fundamentals of prepayment transactions and the required documentation, representations, invoices and certifications required under the individual deal documents.
- Oversee and ensure timely payment and invoicing for CCCFA's accounts payable and accounts receivable and train the General Manager or associates as needed to assume certain of these responsibilities over time.
- Ensure that all required memberships and registrations for an issuer of bonds and a participant in interest rate and commodities swaps in the State of California including but not limited to Dodd/Frank protocols, the International Swap Dealers Association, CDIAC, Legal Entity Identifier code through LEI Worldwide and others are maintained in good standing.
- Prepare annual budget for review and approval by CCCFA's Board of Directors, including any necessary budget adjustments during the fiscal year~~.~~
- Train the General Manager or associates on the annual budget process to ensure back up and the eventual smooth transition of this task to the General Manager or associates
- Meet regularly with the Treasurer/Controller's working group to assist with CCCFA's day-to-day operations and provide recommendations to CCCFA's Board of Directors.
- Provide regular reports on CCCFAs' operations to the Board of Directors or upon request by the CCCFA Board.
- Meet regularly with the General Manager and/or associates as needed to discuss the operations of CCCFA, and/or and policy issues or priorities of the Board of Directors.

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“EXHIBIT B”
APPROVED FEE SCHEDULE

Garth Salisbury shall provide Treasurer/Controller services at a billing rate of $275~~150~~.00 per hour.

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“EXHIBIT” C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Local governments are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to CCCFA with your application.

1. No CCCFA Board member of other CCCFA official shall accept, solicit, or direct a contribution of more than $500 from any party,[1] financially interested participant,[2] or agent[3] while a proceeding is pending or for 12 months after CCCFA makes a final decision. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a CCCFA proceeding shall disclose on the record of the proceeding any contribution of more than $500 made to any Board member of official by the party, or agent, in the past 12 months. No party to or participant in a CCCFA proceeding shall make a contribution of more than $500 to a Board member or official during the proceeding and for 12 months after CCCFA makes a final decision. No agent to a party or participant shall make a contribution in any amount to a Board member or official during the proceeding and for 12 months after CCCFA makes a final decision.

3. Before CCCFA makes a decision as to a proceeding, any Board member or official who received contributions of more than $500 in the past 12 months from any party to a proceeding, or agent, shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any Board member or official receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of: (a) making the decision, or (b) knowing about the contribution and the relevant proceeding, whichever comes last, that Board member or official may participate in the proceeding.

[1] "Party" is defined as any person who files an application for, or is the subject of, a proceeding.[2] "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.
[3] "Agent" is defined as a person who represents a

To determine whether your or your agent have made a campaign contribution of more than $500 to a Board member or official in the past 12 months, all contributions made by you or your agent in that period must be aggregated.

Names of current CCCFA Board members and officials are available on CCCFA's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the Board Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:
□ License
□ Lease
□ Permit
□ Franchise
□ Other Contract
□ Other Entitlement

Name and address of any party, participant, or agent who contributed more than $500 to any CCCFA Board member or official within the preceding 12 months:

1. ______________________________
2. ______________________________
3. ______________________________

(b) Date and amount of contribution:

Date ____________________ Amount $ __________

Date ____________________ Amount $ __________

Date ____________________ Amount $ __________

(c) Name of CCCFA Board members or officials to whom contribution was made:

1. ______________________________
2. ______________________________
3. ______________________________

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name ______________________________

Signature ______________________________

Date ____________________ Phone __________

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party in connection with a proceeding for compensation who appears before or otherwise communicates with CCCFA for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closely held corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To be completed by City:
Document No: ______________________________

~~CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS~~

~~Local governments are subject to the campaign disclosure provisions detailed in Government Code Section 84308.~~

~~Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the CCCFA with your application.~~

~~No CCCFA Board member or other CCCFA official shall accept, solicit, or direct a campaign contribution of more than $250 from any party[1] or agent[2] for 12 months after the CCCFA approves a contract. This prohibition commences when an application is filed, or a proceeding is otherwise initiated.~~

~~A party to a CCCFA proceeding shall disclose on the record of the proceeding any campaign contribution of more than $250 by a party or agent to any CCCFA member or other CCCFA official during the preceding 12 months. No party to a CCCFA proceeding, or agent, shall make a campaign contribution to a CCCFA Board member or other CCCFA official during a proceeding and for 12 months after the CCCFA approves a contract.~~

~~A CCCFA Board member or other CCCFA official who received a campaign contribution of more than $250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall abstain from participating in the proceeding. However, if he or she returns the portion of a campaign contribution in excess of $250 within 30 days of knowing about the contribution and the relevant proceeding, he or she may participate in the proceeding.~~

~~To determine whether you or your agent made a campaign contribution of more than $250 to a CCCFA Board member or other CCCFA official within the preceding 12 months, you must aggregate all such contributions.~~

~~Names of current CCCFA Board members and other CCCFA officials are available on CCCFA's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the CCCFA Clerk.~~

~~CAMPAIGN CONTRIBUTION DISCLOSURE FORM~~

~~(a) Document:~~

- ☐ ~~License~~
- ☐ ~~Lease~~
- ☐ ~~Permit~~
- ☐ ~~Franchise~~
- ☐ ~~Other Contract~~
- ☐ ~~Other Entitlement~~

~~Name and address of any party, or agent, who has contributed more than $250 to any CCCFA Board Member or other CCCFA official within the preceding 12 months:~~

~~1.~~ ______________________________

~~2.~~ ______________________________

~~3.~~ ______________________________

~~(b) Date and amount of contribution:~~

~~Date~~ __________________ ~~Amount $~~ __________

~~Date~~ __________________ ~~Amount $~~ __________

~~(c) Name of CCCFA Board member or other CCCFA official to whom contribution was made:~~

~~1.~~ ______________________________

~~2.~~ ______________________________

~~3.~~ ______________________________

~~(d)~~ X ~~Check here If no contributions have been made to any member or other CCCFA official in the preceding 12 months.~~

~~(e) I certify that the above information is provided to the best of my knowledge.~~

~~Printed Name~~ ______________________________

~~Signature~~ ______________________________

~~Date~~ __________________ ~~Phone~~ ____________

~~[1] "Party" is defined as any person who files an application for, or is the subject of, a proceeding.~~

~~[2] "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.~~

Staff Report – Item 6

Item 5:	Resolution No. 2026-1: Resolution of the Board of Directors of the California Community Choice Financing Authority (CCCFA) Approving Orange County Power Authority as an Associate Member of CCCFA
From:	Treasurer/Controller Garth Salisbury
Date:	1/22/2026
Attachment:	A. CCCFA Resolution No. 2026-1 B. OCPA Resolution No. 2025-05 C. CCCFA New Membership and Prepay Transaction Criteria

RECOMMENDATION

The Board is being asked to consider approving Orange County Power Authority's request to join CCCFA as an Associate Member.

BACKGROUND

Article III, Section 3.02 of CCCFA's Joint Powers Agreement allows public CCA agencies to join CCCFA as an associate member, subject to approval of a majority of the Directors in attendance at a regular or special meeting. Associate members do not have a seat on the CCCFA Board of Directors or provide a representative to the CCCFA Treasurer/Controller's Working Group. The CCCFA Board adopted a $50,000 new membership fee that must be paid by any new members of CCCFA.

CCCFA's Membership Criteria, adopted by the Board in July 2024, further provides that, to be eligible to become an Associate Member of CCCFA, one must:

1. Comply with all requirements for associate membership under CCCFA's JPA, including:
    a. Be a current CCA that is actively serving load in California as required under the CCCFA JPA.
    b. File a resolution of the applicant's legislative body approving CCCFA's JPA and requesting associate membership.
    c. Receive approval by a majority of CCCFA's Board in attendance as required under the CCCFA JPA.

   d. File an executed counterpart to the CCCFA JPA with the Board clerk.
   e. Pay the new member fee and agree to pay ongoing costs for share of CCCFA planning costs, any prepay transaction fee, or any other future fees agreed upon by the Board.
2. Complete the required onboarding process as detailed by CCCFA.

ANALYSIS & DISCUSSION

Orange County Power Authority (OCPA) is a CCA formed in 2020 which launched service in 2022 and currently serves more than 177,000 customer accounts with an annual load of 2,185 GWh within the Southern California Edison service territory. Member cities include Buena Park, Fullerton, Irvine, and Fountain Valley (scheduled for enrollment in late 2026), with plans for continued expansion in the coming years. An additional Associate Member would result in a positive fiscal impact.

CCCFA would receive a fiscal benefit from accepting OCPA as a member. As a new member, OCPA would help capitalize CCCFA and defray the costs for existing members. OCPA would be required to pay a $50,000 new membership fee. Due to the payment of the new membership fee and consistent with past practice with the previous seven new Associate members, the Treasurer/Controller intends to charge OCPA for its share of CCCFA General and Administrative expenses beginning with its first full year of membership (i.e., 2027) rather than require OCPA to pay an additional pro-rata share for 2026. However, the Board may consider providing other direction.

Since Associate Members do not have Board representation, adding OCPA as an Associate Member is not expected to create significant additional administrative complexity associated with operating CCCFA.

FISCAL IMPACT

CCCFA would receive a $50,000 new membership fee.

RECOMMENDED MOTION

Move to adopt Resolution No. 2026-1 approving OCPA as an associate member of CCCFA.

Attachments:

A. Resolution No. 2026-1 Resolution of the Board of Directors of the California Community Choice Financing Authority Approving Orange County Power Authority as an Associate Member
B. Resolution No. 2025-05 Resolution of the Orange County Power Authority Board of Directors to Approve Orange County Power Authority Joining California Community Choice Financing Authority (CCCFA) as an Associate Member and to Approve the Entry into a Joint Powers Agreement Related Thereto and Delegating Authority to the Orange County Power Authority Authorized Representatives to Execute and Deliver Such Joint Powers Agreement
C. CCCFA New Membership Criteria and Prepay Transaction Criteria (approved Oct. 23, 2025)

RESOLUTION NO. 2026-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY APPROVING ORANGE COUNTY POWER AUTHORITY AS AN ASSOCIATE MEMBER

WHEREAS, the California Community Choice Financing Authority ("CCCFA") is a joint powers authority established on June 25, 2021, and organized under the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended and supplemented (the "Act"); and

WHEREAS, CCCFA was established pursuant to a Joint Powers Agreement, as amended from time to time ("CCCFA Joint Powers Agreement"); and

WHEREAS, CCCFA members include the following community choice aggregators: Ava Community Energy Authority, Central Coast Community Energy, City of San José, Clean Power Alliance of Southern California, Marin Clean Energy, Peninsula Clean Energy Authority, Pioneer Community Energy, San Diego Community Power, Silicon Valley Clean Energy Authority, Sonoma Clean Power, and Valley Clean Energy Allicance; and

WHEREAS, the CCCFA Joint Powers Agreement allows a new member to join as an Associate Member, subject to approval by the CCCFA Board of Directors; and

WHEREAS, the CCCFA Board of Directors adopted a $50,000 new membership entry fee during the March 11, 2022 CCCFA Board Meeting for a share of organization planning, and other costs and charges ("Membership Fee"); and

WHEREAS, Orange County Power Authority ("OCPA") is a community choice aggregator, as defined in Section 331.1 of the Public Utilities Code, and a public agency as defined in Section 6500 of the Government Code, which has implemented a CCA program pursuant to Section 366.2 of the Public Utilities Code; and

WHEREAS, OCPA possesses the power to purchase and sell electric energy, enter into related contracts for such purposes, and is qualified for membership in CCCFA; and

WHEREAS, OCPA has filed a resolution of its legislative body approving CCCFA's Joint Powers Agreement and agreeing to pay to CCCFA the Membership Fee and its share of organization, planning and other costs and charges; and

WHEREAS, on December 8, 2025, OCPA requested Associate Membership in CCCFA;

NOW, THEREFORE, BE IT RESOLVED by the CCCFA Board of Directors as follows:

1. The above recitals are true and correct and incorporated by this reference.

2. OCPA is hereby approved as an Associate Member of CCCFA.

3. Upon satisfaction of the following conditions, the Secretary is directed to file an executed counterpart of the CCCFA Joint Powers Agreement as an amendment thereto, effective upon such filing. Upon completion of these conditions, OCPA shall become an Associate Member for all purposes:

   a. OCPA shall file an executed counterpart of the CCCFA Joint Powers Agreement with the Secretary.

   b. OCPA shall pay, upon invoice by the Treasurer/Controller, CCCFA's $50,000 Membership Fee.

4. The officers, employees and agents of CCCFA are hereby authorized and directed, jointly and severally, to execute and deliver any and all documents, agreements and instruments and to do any and all things which they may deem necessary or advisable in order to consummate the transaction herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of the CCCFA Joint Powers Agreement and this Resolution.

PASSED AND ADOPTED at a special meeting of the CCCFA Board of Directors on this 22nd day of January 2026, by the following vote:

	YES	**NO**	**ABSTAIN**	**ABSENT**
Ted Bardacke				
Robert Shaw				
Vicken Kasarjian				
Monica Padilla				
Howard Chang				

CHAIR, CCCFA

Attest:

SECRETARY, CCCFA

RESOLUTION NO. 2025-05

RESOLUTION OF THE ORANGE COUNTY POWER AUTHORITY BOARD OF DIRECTORS TO APPROVE ORANGE COUNTY POWER AUTHORITY JOINING CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY (CCCFA) AS AN ASSOCIATE MEMBER AND TO APPROVE THE ENTRY INTO A JOINT POWERS AGREEMENT RELATED THERETO AND DELEGATING AUTHORITY TO THE ORANGE COUNTY POWER AUTHORITY AUTHORIZED REPRESENTATIVES TO EXECUTE AND DELIVER SUCH JOINT POWERS AGREEMENT

THE ORANGE COUNTY POWER AUTHORITY BOARD OF DIRECTORS DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:

WHEREAS, ORANGE COUNTY POWER AUTHORITY ("Orange County Power Authority" or "OCPA") was formed on November 20, 2020, under the provisions of the Joint Exercise Powers Act of the State of California, Government Code section 6500 et seq. (the "JPA Law");

WHEREAS, Orange County Power Authority is duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California, is duly authorized to transact business, having obtained all necessary filings, governmental licenses and approvals in the State of California, and has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage;

WHEREAS, Orange County Power Authority is a community choice aggregator (as defined in Section 331.1 of the Public Utilities Code of the State of California (the "**Public Utilities Code**"), and is a public agency (as defined in the JPA Law) that has implemented a CCA program pursuant to Section 366.2 of the Public Utilities Code, and possesses the power to purchase and sell electric energy and enter into related contracts for such purposes;

WHEREAS, Orange County Power Authority, acting pursuant to the JPA Law, may enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them and, pursuant to Government Code Section 6588, to exercise certain additional powers;

WHEREAS, the California Community Choice Financing Authority ("CCCFA") is a joint exercise of powers agency established under JPA Law and a Joint Powers Agreement (the "JPA Agreement") among various California Community Choice Aggregators ("CCAs") for the purpose of undertaking the financing and refinancing of energy prepayments that can be financed with tax advantaged bonds on behalf of one or more of its members by, among other things, issuing or incurring bonds and entering into related contracts;

WHEREAS, Orange County Power Authority is considering an energy prepayment transaction and using CCCFA as the issuer of bonds for the purpose of financing such transaction, and in connection therewith has determined that it is in the best interests of Orange County Power Authority to join CCCFA as an Associate Member (as defined in the JPA Agreement herein defined) and to execute and deliver the JPA Agreement in order to establish such membership;

WHEREAS, there has been submitted to this meeting (i) a copy of the JPA Agreement, and (ii) the by-laws of CCCFA as in effect on the date hereof (the "**By-Laws**");

WHEREAS, CCCFA has established a new membership entry fee of $50,000 for a new associate member's portion of organization, planning, and other costs, in addition to each member's equal share of general and administrative costs as determined by the CCCFA and a transaction fee of $20,000 to cover the "Prepayment Project" costs as defined in Section 1.11 of the CCCFA JPA Agreement;

WHEREAS, under the JPA Law and the JPA Agreement, CCCFA is a public entity separate and apart from the parties to the JPA Agreement, and the debts, liabilities, and obligations of the CCCFA will not constitute debts, liabilities, or obligations of Orange County Power Authority.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED as follows:

Section 1. **AUTHORIZED REPRESENTATIVES**. The following named individuals are the authorized representatives of Orange County Power Authority with the respective titles specified below (collectively referred to as "**Authorized Representatives**" and individually referred to as an "**Authorized Representative**"):

NAMES	**TITLES**
Susan Sonne	Chair of the Board
Joseph M. Mosca	Chief Executive Officer
Tiffany Law	Chief Financial Officer
Nicholaus Norvell	General Counsel

Section 2. **AUTHORIZATION TO JOIN CCCFA AS AN ASSOCIATE MEMBER**.

The Board of Directors of Orange County Power Authority does hereby authorize and approve Orange County Power Authority joining CCCFA as an Associate Member, subject to approval by CCCFA by a majority vote of the Board of Directors of CCCFA as required by the JPA Agreement.

Section 3. **JOINT POWERS AGREEMENT AND BY-LAWS**. The JPA Agreement, attached hereto as Exhibit A, and the By-Laws of CCCFA, attached hereto as Exhibit B, are hereby approved.

Section 4. **ACTIONS AUTHORIZED**. Any one of the Authorized Representatives is authorized and approved to (a) execute and deliver the JPA Agreement as an Associate Member, (b) pay any and all fees and costs and execute and deliver such other documents and agreements as may be required of an Associate Member under the terms of the JPA Agreement or the By- Laws, and (c) do and perform such other acts and things as any Authorized Representative may in his or her discretion deem reasonably necessary or proper in order comply with the terms and intent of the JPA Agreement and to carry into effect the provisions of this Resolution.

IT IS HEREBY FURTHER DETERMINED AND ORDERED that the Authorized Representatives are duly elected, appointed, or employed by or for Orange County Power Authority, as the case may be. This Resolution now stands of record on the books of Orange County Power Authority, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

IT IS HEREBY FURTHER DETERMINED AND ORDERED that any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved.

IT IS HEREBY FURTHER DETERMINED AND ORDERED that this Resolution shall take effect upon its passage, shall be continuing and shall remain in full force and effect unless and until expressly revoked by further resolution of the Board of Directors.

ADOPTED AND APPROVED this 8th day of December 2025.

By:

Signed by:

Susan Sonne

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Susan Sonne, Chair
OCPA Board of Directors

ATTEST:

Signed by:

Lisette Chel Walker

08821064D462484...

Lisette Chel Walker, Interim Board Secretary
OCPA Board of Directors

CCCFA Membership Criteria

I. To be eligible to become an Associate Member of CCCFA, one must:

1. Comply with all requirements for associate membership under CCCFA's JPA, including:
    a. Be a current CCA that is actively serving load in California as required under the CCCFA JPA.
    b. File a resolution of the applicant's legislative body approving CCCFA's JPA and requesting associate membership.[1]
    c. Receive approval by a majority of CCCFA's Board in attendance as required under the CCCFA JPA.
    d. File an executed counterpart to the CCCFA JPA with the Board clerk.
    e. Pay the new member fee and agree to pay ongoing costs for share of CCCFA planning costs, any prepay transaction fee, or any other future fees agreed upon by the Board.
2. Complete the required onboarding process as detailed by CCCFA's summary of policies and procedures.[2]

II. To be eligible to become a Founding Member of CCCFA, one must:

1. Be an Associate Member of CCCFA.
2. Comply with all requirements for founding membership under CCCFA's JPA, including:
    a. File a resolution of the applicant's legislative body approving CCCFA's JPA and requesting founding membership.
    b. Receive approval of two-thirds of the entire CCCFA board as stated in JPA.
    c. File an executed counterpart to the CCCFA JPA with the Board clerk.

[1] CCCFA recommends use of its model resolution for applicants.

[2] Available on CCCFA's website at https://www.cccfa.org/uploads/1/3/8/3/138337146/cccfa_-_policies_and_procedures_for_prepayment_bonds__final__402372.5__with_appendix_v2.pdf.

   d. Pay the new member fee (if 3.b below applies) and agree to pay ongoing costs for share of CCCFA planning costs, any prepay transaction fee, or any other future fees agreed upon by the Board.

3. Have either:

   a. received energy deliveries through a CCCFA prepay transaction for a minimum of one year, or

   b. employ a Director/Manager-level staff member with at least one year's direct oversight of prepay issuances and prepay operations while employed by a Founding Member CCA.

4. Be in good standing in all compliance related obligations related to the energy prepay transaction, including but not limited to ongoing disclosures, arbitrage rebate reporting and payments, eligible energy deliveries and/or remediation.

5. Designate a CCA full-time employee (at Director/Manager level or above) to serve in the CCCFA Treasurer/Controller working group as an active participant for one year and commit to continued future contributions in the working group.

6. Be current on all CCCFA associated fees and other energy prepay related fees and payments.

7. Must comply with any other transactional requirements as set forth and required by CCCFA.

CCCFA Prepay Transaction Criteria

I. To be eligible for approval of a member's first prepay issuance through CCCFA, a member must:

1. Use an underwriter that has previously executed an electricity prepay issuance for a CCA in California
2. Utilize legal counsel to provide advice related to several issues, including but not limited to bonds, tax, disclosures, energy prepay buyer, and energy procurement. Tax counsel, disclosure counsel, and energy prepay buyer counsel must have prior experience with electricity prepay transactions. All legal counsel must be licensed to practice law in California.
3. Employ the services of an MSRB-accredited Municipal Financial Advisor that has previously advised on electricity prepay issuance in California.
4. Receive approval from the member's legislative body for the bond issuance before CCCFA Board consideration; provided, however, that a member may receive one of the following accommodations:
   a. CCCFA may consider a transaction the same day as a member's legislative body so long as both:
      i. CCCFA's approval is contingent on the member's legislative body's approval at its meeting commencing that same day and, if the member does not approve the issuance at that same meeting (without continuances), CCCFA's approval shall be void; and
      ii. The prepay documents proposed for CCCFA Board approval are not materially different from those ultimately considered or approved by the member's legislative body.
   b. CCCFA may consider scheduling an additional regular meeting by resolution under section 5.01 of CCCFA's JPA and section 3.1 of its Bylaws to consider a member's prepayment transaction so long as both:
      i. The member provides written notice to the Board Chair or designee of its request for an additional regular meeting at least 45 days before the anticipated date of CCCFA Board consideration of a member's bond issuance; and
      ii. The member's legislative body has approved the prepayment transaction before CCCFA's additional regular meeting at which CCCFA considers authorizing the member's bond issuance.

5. Prepare the following materials for Board consideration:
    a. Staff report that summarizes the transaction in addition to the documents the Board must approve.
    b. Redlines of changes to template prepay documents provided by CCCFA to identify significant changes for Board.
6. Receive approval by a majority of CCCFA's Board in attendance as required under the CCCFA JPA.
7. Pay the transaction fee or any other future fees agreed upon by the Board.
8. Comply with all applicable legal requirements before debt issuance and maintain such compliance throughout the life of the prepay transaction.

II. To be eligible for approval of a member's second or any subsequent prepay issuance through CCCFA, a member must:

1. Utilize legal counsel to provide advice related to several issues, including but not limited to bonds, tax, disclosures, energy prepay buyer, and energy procurement. All legal counsel must be licensed to practice law in California.
2. Employ the services of an MSRB-accredited Municipal Financial Advisor.
3. Comply with requirements I.4 through I.8 appliable to approval of a member's first prepay issuance through CCCFA.

Staff Report – Item 7

Item : CCCFA Treasurer/Controller's Working Group Project List Report

From: Garth Salisbury, Treasurer/Controller
David J. Ruderman, General Counsel

Date: 1/22/2026

1. Announcements

a. Welcome Steve Rymer and Patty Kong from MRG

b. Deals closed since last Board meeting on 12/4/25:

i. PCE (2025G)

c. Deal authorization outstanding

i. CPA (2 deals)

ii. San Jose (2026A has priced but not yet closed)

2. New Business

a. Board approved revised New Deal Criteria regarding order of approvals

i. Need to update onboarding materials, website accordingly

b. January Board Meeting

i. Board officer election (Chair & Vice-Chair)

ii. Orange County Power Authority Associate Membership Request

iii. Treasure/Controller contract with revised scope, rates, term

iv. Minutes

v. Working group project list

c. February Board Meeting

i. SDCP prepayment transaction (tentative)

ii. OCPA prepayment transaction (tentative)

iii. Minutes

iv. Working group project list

d. March Board Meeting

i. SDCP Founding Member application (tentative)

e. Update from MRG to Working Group regarding on-boarding process for General Manager

3. Old Business

a. SDCP Founding Member application

i. Eligible 1 year after receiving energy deliveries through CCCFA prepay and after 1 year on Treasurer/Controller working group

ii. Need SDCP Board approval for Founding Member status

iii. Eligibility date: March 2026

b. Conflict of interest code update

i. Biennial update due in 2026

ii. Bankhead in communication with FPPC regarding timing

iii. Ruderman working with Adrian and Steve to determine requirements for Patty to file Form 700 and be designated employee under conflict of interest code

c. Options for amendment cash call allocation between members

i. The cash call for 2026 will be made pro-rata/equal shares per JPA. MRG and the working group going back to the Board for a review of this “policy” for the 2027 cash call (if any)

d. Other potential new members?

i. Desert Community Energy

ii. Redwood Coast Energy Authority

4. Informational Item—CCCFA Deal Summary Statistics

Number of Issues	Total Par Amount	Annual Savings	Projected Savings (30 Years)
25	**$24,166,150,000**	**$155,100,000**	**$4,750,000,000**

BOARD OPTIONS

Board discretion.

FISCAL IMPACT

N/A

RECOMMENDED MOTION

None. Information only.