California Community Choice Financing Authority

California Community Choice Financing Authority (CCCFA)
Board of Directors Meeting
Thursday, April 25, 2024
1:00 P.M.

Via Teleconference at the Following Locations:

- Silicon Valley Clean Energy – 333 W. El Camino Real, Ste 330, Sunnyvale, CA 94087
- Marin Clean Energy – 1125 Tamalpais Ave, San Rafael, CA 94901
- Clean Power Alliance – 810 S. Grand, Ste 400, Los Angeles, CA 90017

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-Chair

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)
- C.1 Consider approval of 12/7/23 meeting minutes
- C.2 Consider approval of Professional Services Agreement with Lamb Consulting for website management in an amount not to exceed $24,000 (2-year term)
- C.3 Consider approval of consent to simultaneous representation by Colantuono, Highsmith & Whatley, PC
- C.4 Consider approval of Legal Services Agreement with Duncan Weinberg Genzer & Pembroke for an amount not to exceed $5,000
- C.5 Working Group Project List: The Board will receive an update on the Working Group's current and planned projects

6. Board Member Announcements (Discussion)

7. Closed Session:
Conference with Legal Counsel; Initiation of Litigation
(Gov. Code § 54956.9(d)(4))
Number of Potential Cases: One (1) case

8. Report Out from Closed Session

9. Adjourn

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 (formally East Bay Community Energy),1999 Harrison St. Ste 2300, Oakland CA, 94612, during normal business hours.

California Community Choice Financing Authority

Draft Minutes

California Community Choice Financing Authority (CCCFA)
Board of Directors Meeting
Thursday, December 7, 2023
1:00 P.M.

Via Teleconference at the Following Locations:

- Pioneer Community Energy - 2510 Warren Dr., Suite B, Rocklin, CA 95677 (Zakary Liske)
- Marin Clean Energy - 1125 Tamalpais Ave, San Rafael, CA 94901 (Garth Salisbury)
- Ava Community Energy (formally East Bay Community Energy) - 1999 Harrison St. Ste 2300, Oakland CA, 94612 (Nick Chaset)
- 1389 Gibou Rd, Montgomery Vt 05471 (David McNeil)

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

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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
Present:
Zakary Liske, alternate for Girish Balachandran – Silicon Valley Clean Energy (SVCE)

Garth Salisbury – Marin Clean Energy (MCE)
David McNeil, alternate for Ted Bardacke – Clean Power Alliance (CPA)
Nick Chaset – Ava Community Energy (Ava)

Not Present:
Robert Shaw – Central Coast Community Energy (CCCE)

Staff and Others:
Adrian Bankhead – Board Clerk
David Ruderman – General Counsel
Benjamin Vernon – Ballard Sphar

2. Agenda Update and/or Changes

No updates or changes were requested.

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.

David Ruderman, General Counsel, CCCFA, opened the public comment period. There were no comments.

4. Consent Calendar (Discussion/Action)
C.1 Consider Approval of 10/26/23 Meeting Minutes
C.2 Consider Approval of First Amendment to Second Agreement by and between California Community Financing Authority and Colantuono, Highsmith & Whatley, PC for General Counsel Legal Services
C.3 Working Group Project List: The Board will receive an update on the Working Group's current and planned projects.

Action: It was M/S/C (Salisbury/McNeil) to approve the consent calendar. The motion carried 4/0/1:

:

Approval of Consent Agenda Vote:
CCCE – Not Present
SVCE – Yes
MCE – Yes
CPA – Yes
Ava – Yes

5. Consider Approval of Resolution 2023-12: Resolution of the California Community Choice Financing Authority Authorizing the Execution and Delivery of Certain Commodity Swap Agreements with BP Energy Company in Connection with the Financing of the Acquisition of a Long-Term Supply of Electricity for Silicon Valley Clean Energy Authority and Other Matters Relating Thereto

Member Liske and Ben Vernon opened the presentation and answered questions. There was no public comment.

<u>Action: It was M/S/C (McNeil/Chaset) to approve Resolution 2023-12. The motion carried:</u>

<u>Acceptance of Agenda Vote:</u>
<u>CCCE – Not Present</u>
<u>SVCE – Yes</u>
<u>MCE – Yes</u>
<u>CPA – Yes</u>
<u>Ava – Yes</u>

6. Consider Approval of FY 2024 Budget

Member Salisbury opened the presentation and answered questions. There was no public comment.

<u>Action: It was M/S/C (McNeil/Chaset) to approve the FY 2024 Budget. The motion carried:</u>

<u>Acceptance of Agenda Vote:</u>
<u>CCCE – Not Present</u>
<u>SVCE – Yes</u>
<u>MCE – Yes</u>
<u>CPA – Yes</u>
<u>Ava – Yes</u>

7. Board Member Announcements (Discussion)

Director McNeil announced that SVCE would try to bring its next pre-pay transaction in the second quarter of 2024.

Director Salisbury announced that MCE had recently priced its deal to close next week.

8. Adjourned at 1:33pm.

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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PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

California Community Choice Financing Authority (CCCFA)/Lamb Consulting

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("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 Lamb Consulting, a California sole-proprietorship ("Consultant") (collectively, "parties").

2. RECITALS

2.1 CCCFA has determined that it requires the following professional services from a consultant: Website project management.

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.

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 Adrian Bankhead. 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 Consultant's March 23, 2024 fee schedule to CCCFA attached hereto as "Exhibit B" 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 *May 1, 2024*.

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 twenty-four thousand dollars ($24,000).

3.5 "Scope of Services" means such professional services as are set forth in Consultant's March 13, 2024 proposal to CCCFA attached hereto as "Exhibit A" and fully incorporated herein by this reference.

3.6 "Termination Date" means April 30, 2026

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. Adrian Bankhead 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.

7.7 Right to Withhold Payments. If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, CCCFA shall have the right to withhold payments under this Agreement to offset that amount.

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. Consultant shall defend, indemnify, and hold the CCCFA, its elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage 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. 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

11.1 Definitions. For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “CCCFA” shall include CCCFA, its officers, agents, employees and volunteers.

11.2 Consultant to Indemnify CCCFA. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend CCCFA from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

11.3 Scope of Indemnity. Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify CCCFA for such loss or damage as is caused by the sole active negligence or willful misconduct of the CCCFA.

11.4 Attorneys’ Fees. Such costs and expenses shall include reasonable attorneys’ fees for counsel of CCCFA’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5 Defense Deposit. CCCFA may request a deposit for defense costs from Consultant with respect to a claim. If CCCFA requests a defense deposit, Consultant shall provide it within 15 days of the request.

11.6 Waiver of Statutory Immunity. The obligations of Consultant under this Section 11 are not limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to CCCFA.

11.7 Indemnification by Subcontractors. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant’s behalf. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend CCCFA, from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of CCCFA’s choice.

11.8 Insurance Not a Substitute. CCCFA does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

12.1 Insurance Required. Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by CCCFA shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2 Documentation of Insurance. CCCFA will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with CCCFA:

- Certificate of Insurance, indicating companies acceptable to CCCFA, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: CCCFA website management.
- Documentation of Best's rating acceptable to the CCCFA.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3 Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

- General Liability:
  - General Aggregate: $2,000,000
  - Products Comp/Op Aggregate $2,000,000
  - Personal & Advertising Injury $1,000,000
  - Each Occurrence $1,000,000
  - Fire Damage (any one fire) $ 50,000
  - Medical Expense (any 1 person) $ 5,000
  -
- Automobile Liability
  - Any vehicle, combined single limit $500,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

12.4 **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5 **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance). Concurrent with this Agreement, Consultant has executed an acknowledgement of no worker's compensation insurance and release, which is incorporated herein by this reference.

12.6 **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and trucks.

12.7 **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.8 **Additional Insured Endorsements.** CCCFA, its Board members, Commissions, officers, and employees of CCCFA must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by CCCFA, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the

Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.9 Failure to Maintain Coverage. In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, CCCFA has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

12.10 Notices. Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: CCCFA, Attn: CCCFA Clerk Adrian Bankhead, Address: 1999 Harrison St, Ste 2300, Oakland, CA 94612

12.11 Consultant's Insurance Primary. The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to CCCFA. Any insurance or self-insurance maintained by CCCFA and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.12 Waiver of Subrogation. Consultant hereby waives all rights of subrogation against CCCFA. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.13 Report of Claims to CCCFA. Consultant shall report to CCCFA, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.14 Premium Payments and Deductibles. Consultant must disclose all deductibles and self-insured retention amounts to CCCFA. CCCFA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, CCCFA must approve all such amounts prior to execution of this Agreement. CCCFA has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to CCCFA's approval.

12.15 **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify CCCFA under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement.

13. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF CCCFA

13.1 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:

Adrian Bankhead

CCCFA

Address
1999 Harrison Street, Suite 2300
Oakland, CA 94612
Telephone: 510-906-0491
Facsimile:
E-mail: abankhead@cccfa.org

If to Consultant:

Debra Lamb

Lamb Consulting

Address
34 Romine Way
Vallejo, CA 94591
Telephone: 707-557-74251
Facsimile:
E-mail: lambdebbie@gmail.com

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 12.8 (Claims-Made Policies), Section 12.13 (Waiver of Subrogation), 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.

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"
Lamb Consulting

By:_______________________________
Signature

Printed:____________________________

Title:______________________________

Date:______________________

Attest:

By:_________________________________
Adrian Bankhead, CCCFA Clerk

Date:________________________

By:_______________________________
Signature

Printed:____________________________

Title:______________________________

Date:______________________

Approved as to form:

By: _________________________________
David J. Ruderman, General Counsel

Date: __________________________

Website Consulting Proposal
For: Adrian Bankhead, CCCFA
By: Debbie Lamb, Consultant, Lamb Consulting
Date: Wednesday, March 13, 2024

Scope Of Work For:
Website Project Management

- Update and maintain cccfa.org website to include:
    - Updates to website as needed;
    - Continued updates and improvements as needed;
    - Monitor/improve search engine optimization & web accessibility;
    - Monitor/review website statistics;
    - Provide recommendations for future improvements.

Website Consulting Proposal
For: Adrian Bankhead, CCCFA
By: Debbie Lamb, Consultant, Lamb Consulting
Date: Wednesday, March 13, 2024

Term Of Work: May 1, 2024 – April 30, 2026
Total Hours: Not to exceed $24,000
Billing: Monthly
Hourly Rate: $100/hour or 10 hours/month ($1,000/month) max, whichever is less.

Note: Estimate is based on current website that uses Weebly platform for hosting.

COLANTUONO
HIGHSMITH
WHATLEY, PC

DAVID J. RUDERMAN | 530-798-2417 | DRUDERMAN@CHWLAW.US

Our File No. 33062.0001

April 19, 2024

Board of Directors
California Community Choice Financing Authority
1125 Tamalpais Ave.
San Rafael, CA 94901

Re: **Consent to Simultaneous Representation of CCCFA and Pioneer Community Energy**

Honorable Chair and Members of the Board,

Pioneer Community Energy ("Pioneer") has asked me and my firm to represent it as its general counsel. As you know, I serve as contract General Counsel of CCCFA.

To our knowledge, there is no present adversity between CCCFA and Pioneer. Pioneer is an associate member of CCCFA, which requires Pioneer to pay its share of CCCFA's general and administrative expenses, but does not entail Board representation by Pioneer on CCCFA. CCCFA and its members have a common interest in ensuring its members are able to fund power purchases through pre-payment structures. However, from time to time, Pioneer and CCCFA may enter into agreements between them and have other formal and informal relationships. For example, Pioneer may enter into prepayment agreements with CCCFA to undertake, finance or refinance a prepayment project. A conflict would arise if the agencies disputed the terms of these prepayment transactions. In addition, a conflict could arise between Pioneer and CCCFA regarding reimbursements for founding members' staff time and resources for which Pioneer pays a portion, or if CCCFA sought to exclude Pioneer from membership in CCCFA.

The informed written consent of all clients is required whenever a law firm represents clients with potentially or actually adverse interests, even in unrelated matters. California Rule of Professional Conduct 1.7 provides, in relevant part:

> (a) A lawyer shall not, without the informed written consent of each client and compliance with paragraph (d) [imposing limitations not pertinent here], represent a client if the representation is directly adverse to another client in the same or a separate matter.
>
> (b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client.
>
> …
>
> (d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), and (c), and:
>
> (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
>
> (2) the representation is not prohibited by law; and
>
> (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

Accordingly, I write to request CCCFA's consent to our firm representing Pioneer as its general counsel while we also represent CCCFA. We believe we can effectively serve both clients because CCCFA and Pioneer's interests are not adverse and we will not represent Pioneer on matters related to CCCFA. We are aware of no law which would prohibit our representing Pioneer as general counsel, either. In the event actual adversity arises in the future as to a particular matter, we will advise Pioneer to retain separate counsel as to that matter and CCCFA may need to do the same. However, given the provision of the rule forbidding us to file a formal claim against a client, if CCCFA wished to pursue a formal claim against Pioneer, we would be unable to represent you and there might be additional costs for special counsel to get up to speed on the matter.

You should give careful thought to the pros and cons of granting this request. The pros are that both clients will have our assistance and can extend a courtesy to the other.

The cons include the risk we might be perceived to have divided loyalties and provide less than our most vigorous representation of one client or another and the possible need for special counsel for both clients in the event either files a formal claim against the other. Though we believe we can provide vigorous and effective representation to all our clients, you must make that judgment for CCCFA. You should consider consulting counsel independent of our firm about this request.

If you do wish to consent to this simultaneous representation, please authorize the Chair to sign as indicated below and return the signature page to me.

Sincerely,

David J. Ruderman

DJR

On behalf of the California Community Choice Financing Authority, I hereby agree that Colantuono, Highsmith & Whatley, PC may represent Pioneer Community Energy as referenced above while simultaneously serving as the General Counsel for the California Community Choice Financing Authority.

__________________________________ Date:_________________________, 2024.
Chair

DWG&P
DUNCAN WEINBERG GENZER PEMBROKE
www.dwgp.com

SEAN M. NEAL, ESQ.
Shareholder
915 L Street, Suite 1410
Sacramento, CA 95814
Direct: (916) 320-5577
Office: (916) 498-0121
smn@dwgp.com

April 19, 2024

California Community Choice
Financing Authority
1125 Tamalpais Ave.
San Rafael, CA 94901

RE: Legal Services Agreement

Dear Chair Chaset and Members of the Board of Directors:

This Agreement is effective upon your execution and is between Duncan, Weinberg, Genzer & Pembroke, P.C. ("Firm"), a District of Columbia professional corporation, and California Community Choice Financing Authority ("Client" or "CCCFA"), a joint powers authority ("JPA") organized under the laws of the State of California. The Client will be solely responsible for compensating the Firm for its fees and costs.

The Firm hereby agrees to perform specified legal services as requested for and on behalf of Client and Client hereby authorizes the Firm to perform such legal services. The Firm will submit monthly itemized bills due upon receipt, for professional legal service fees at the rates provided herein and reimbursable expenses, which may include, but are not limited to: travel expenses, postage and delivery costs, filing fees, transcript costs, and the cost and expenses, if any, of consultants retained by the Firm with the approval of the Client.

The Firm hereby agrees to perform legal services for the following scope of work:

> The Firm will provide Client with a brief overview of the petition for a declaratory order filed at the Federal Energy Regulatory Commission ("FERC") in Docket No. EL24-97 concerning the relationship of prepay sellers and market-based rate sellers of electricity and the extent of regulation, if any, due to such relationship. As part of such overview, the Firm will advise as to the pros and cons of Client submitting a comment letter or similar document to FERC supporting such petition, and if authorized by Client, the Firm will submit such comment letter or document to FERC on Client's behalf.

In no event shall the fees and expenses charged by the Firm for providing legal services to Client for the above-described scope of work exceed $5,000.00, unless authorized by the Client. The Firm's rates for such legal services are shown on the attached rate schedule and are effective through 2025.

WASHINGTON, D.C.
1667 K Street NW, Suite 700
Washington, DC 20006

SACRAMENTO, CA
915 L Street, Suite 1410
Sacramento, CA 95814

CCCFA also may request and, subject to conflict clearance, the Firm shall perform, other legal services. The Firm's rates for such legal services are shown on the attached rate schedule and are effective through 2025.

Either Client or Firm may terminate this Agreement, with or without cause, by giving a written termination notice to the other, any such termination to be effective upon receipt of the notice. In the event of such termination, any prepaid amounts for services not yet performed shall be returned to client, and any amount due to the Firm for professional services rendered and expenses incurred prior to termination shall remain due and payable. The Firm may exercise such right of termination only to the extent and under terms and conditions consistent with the obligations of the Firm under the Code of Professional Responsibility applicable in the District of Columbia and the Rules of Professional Conduct of the State of California.

We appreciate the opportunity to work with CCCFA. Please indicate your agreement by signing below (electronic signature is acceptable) and returning a copy to us. We have also attached our Standard Terms of Engagement for Legal Services, which are incorporated by reference herein.

Sincerely,

___*/s/ Sean Neal*________________
Sean Neal

Agreed:

On behalf of California Community Choice Financing Authority:

Signature: ________________________________

Printed Name: ______________________________

Title:_____________________________________

Dated: ___________________________________

CONFIDENTIAL

DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.

Fee Schedule hourly rates
(Effective from date of execution through December 31, 2025)

Shareholders/Of Counsel	$450
Senior Associates (with five years experience)	$365
Other Associates	$320
Non-Attorney Staff (Analysts)	$225
Senior Paralegals	$180
Other Paralegals / Law Clerks	$150

DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.

Standard Terms of Engagement for Legal Services

We appreciate your selection of Duncan, Weinberg, Genzer & Pembroke, P.C. ("DWGP" or "Firm") to represent you. The purpose of this document is to provide you with important information about the scope of this engagement, our fees and billing policies, and other terms that will govern our relationship. It has been our experience that this document is helpful to both the client and the Firm as a way of clarifying our relationship. This agreement is with California Community Choice Financing Authority ("Client" or "CCCFA"). The Client will be solely responsible for compensating the Firm for its fees, costs and expenses.

Unless modified by the Legal Services Agreement forwarded along with this enclosure, this document sets forth the standard terms of our engagement as your lawyers. We therefore ask that you carefully review it to ensure that you understand and agree to our respective responsibilities. If you have any questions concerning the matters discussed below, please contact us promptly so that we may address them with you. We suggest that you retain a copy of this document with your signed copy of the accompanying Legal Services Agreement, as these terms will be an integral part of our agreement with you.

Scope of Engagement

The accompanying Legal Services Agreement describes the work we are to perform on your behalf. We want you to have a clear understanding of the legal services we will provide, and encourage you to review the letter and to discuss with us any questions you may have concerning these services.

We will at all times act on your behalf to the best of our ability. The Firm provides personal attention to each client's needs, and maintains a flexible approach to achieving desired results in the most cost-effective manner. During the course of our representation, you may seek our professional opinion regarding the likely outcome of your legal matters. Any expressions (solicited or otherwise) on our part concerning such possible outcomes are expressions of our best professional judgment, but are not guarantees.

We continually evaluate whether there are any conflicts of interest that would interfere with our representation of a client's interests. Should we determine in the course of our representation that a conflict has arisen, we will promptly notify you. We similarly ask you to notify us if you become aware of any potential conflicts of interest. If either you or we conclude that our representation should or must be terminated, we will do our best to protect your interests by assisting in providing a smooth transition to new counsel.

We wish to emphasize that DWGP provides a wide array of legal services to many clients throughout the country. These services include legislative and administrative representation on matters that may directly or indirectly affect the Client's interests. Therefore, as a condition of our undertaking to represent any client on a particular matter as described in our accompanying Legal

Services Agreement, our clients waive objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on their behalf. Your waiver will permit us to represent another client in advocating a change in law or policy in areas such as environmental law, energy and utility law, communications law, municipal law, and intellectual property law, even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests. It is also possible that some of our current or future clients will have disputes with you during the time we are representing you. We therefore also ask each of our clients to agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those unrelated matters are directly adverse to yours.

In the event the Client's interests and one or more of our other current clients' interests diverge, or at any time either our representation of the Client or one of our other current clients will be or is likely to be adversely affected because of a conflict of any kind, we reserve the right to withdraw as the Client's representative. In the event of such withdrawal, you consent on behalf of the Client to the Firm's continued representation of other clients in the capacity in which we currently represent them. The Client may experience possible extra expense, inconvenience, or other disadvantages if an actual conflict of position should later arise that requires the lawyer to terminate the representation. In all cases, we will preserve the confidentiality of all non-public information that the Client provides us. Your signature on the attached Legal Services Agreement will constitute the Client's agreement to the waivers requested in this and the prior paragraphs.

Who Will Provide the Legal Services

Your representation will be supervised by Sean Neal. Sylwia Dakowicz will also work on this project. They will be supported by paralegal personnel. Subject to the principal attorney's supervision, other lawyers and/or legal assistants (paralegals) in the Firm may perform services on your behalf. The staffing decisions are made by the principal attorney with the objective of rendering timely and cost-effective services to you. Whenever practicable, we will advise you of the names of those attorneys who work on your matters.

How Fees Will Be Set

Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the codes of professional responsibility for the jurisdictions in which we practice. The accompanying Legal Services Agreement details the current billing rates for performance of the primary services on your behalf.

Costs and Expenses

The Firm will submit monthly itemized bills, due upon receipt, for professional legal service fees at the above rates, and reimbursable expenses which may include, but are not limited to: travel expenses, postage and delivery costs, filing fees, transcript costs, support staff overtime and notary fees, and the cost and expenses, if any, of consultants retained by the Firm with the approval of the Client.

The Firm does not accept liability for the fees, costs or expenses of any other consultants or contractors that Client may retain. However, as a convenience to the Client and as may be required for the representation the Firm undertakes, consistent with applicable Bar rules, the Firm in certain circumstances may serve as a pass-through of such non-DWGP fees and payments on behalf of Client. Where the Firm serves as a conduit for the pass-through of the consultant's/contractor's fees, costs or expenses to the Client, the consultant/contractor must agree, in a separate written agreement between the Firm and the consultant/contractor, that the latter will be paid only when the Client pays the Firm's invoice in full, and that any failure to pay the consultant's/contractor's invoice will be a dispute solely between consultant/contractor and Client and not between the Firm and Client nor between the Firm and consultant/contractor.

Billing Arrangements and Terms of Payment

Our invoices are payable upon receipt, but in no event later than 30 days after the invoice date. Please be advised that the Firm will impose a service charge, at the rate of 1.5% per month (*i.e.*, an annual percentage rate of eighteen percent (18%)), on unpaid amounts that have been delinquent for thirty (30) days or longer. This service charge will be added to any balance due on the date of the next billing, and any payments made by you on this balance due will first be credited to any accrued service charges, then to the oldest outstanding principal balance.

We will notify you promptly if your account becomes delinquent, and you agree to bring current the amounts due when so notified. If the delinquency continues and you do not arrange satisfactory payment terms, we reserve the right to postpone or defer providing additional services or to withdraw from the representation and pursue collection of your account. If collection activities are necessary, you agree to pay to us any costs we may incur in collecting the debt, including court costs, filing fees and a reasonable attorney's fee.

To the extent practicable for the Client, the Firm would prefer payment through Wire or ACH. After our Legal Services Agreement is executed, we will work with you to accomplish this.

Termination of Representation

Upon our notification, you may terminate our representation at any time, with or without cause. As a result of such termination, upon your request, we will promptly return to you any papers or property that you have given to us, subject to our rights, where permitted by applicable rules of professional conduct, to retain such papers or property as security for the payment of any outstanding fees, costs or expenses. We will retain our own work-product pertaining to the case for a reasonable period of time after such termination. Your termination of our services will not affect your responsibility for payment of legal services rendered and costs and expenses incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional responsibility for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: nonpayment of fees or costs, misrepresentation of, or failure to disclose, material facts, action contrary to our advice, conflict of interest with another client or, if in our judgment, any fact or circumstance would render our continuing representation unlawful or unethical. If withdrawal ever becomes necessary, we will take all reasonable measures to ensure a smooth transition to new counsel. Your signature on the Legal Service Agreement accompanying this document constitutes your agreement not to contest our motion to withdraw from any court or administrative proceeding in these circumstances.

Document Retention

You are entitled upon written request to any files in our possession relating to the legal services performed by us to you, excluding our internal accounting records and other documents not reasonably necessary to your representation, subject to our right to make and maintain copies of any files withdrawn by you. We will maintain electronic copies of your files to the extent required by contract or legal requirement and our ethical responsibilities. We will provide you with completed documents or file those documents with the appropriate authorities, in which case we will no longer be responsible for maintaining those documents. Once your matter is concluded, we will close your file, and you will receive notice thereof.

CCCFA Treasurer/Controller's Working Group Projects List for April 25, 2024 Board of Directors Meeting

1. Petition for Declaratory Order filed with FERC by Energy Southeast, a Cooperative District and Southeast Energy Authority, a Cooperative District (Ruderman)
    a. Petition filed March 29, 2024. Deadline to provide comments April 29, 2024
    b. Referred to Board for consideration

2. Insurance (McNeil)
    a. CCCFA obtained D&O insurance.
    b. Will contact broker for other insurance product options to determine whether to recommend.

3. CCA prepay savings measurement (McNeil)
    a. WG is researching a "best practice" methodology to measure and compare savings on different prepay transactions on an apples to apples basis. No further update at this time

4. CCCFA Joint Contracting (McNeil)
    a. WG is exploring the cost/benefit/feasibility of CCCFA issuing an RFP and creating a pool of qualified respondents to provide underwriting / prepay supplier and/or funding recipient services.

5. New Member On-Boarding Packet (Salisbury)
    a. Doug Bird under contract with CCCFA to prepare on-boarding packet. Work in process.

6. New Member Selection Criteria (Chang)
    a. WG is developing high-level criteria for determining how CCAs may become associate or founding members, including criteria related to use of qualified vendors, e.g., municipal financial advisor, underwriters, legal counsel, etc.

7. Update on potential new CCCFA members (Salisbury)
    a. San Jose Clean Energy has adopted resolution to request associate member status and will be looking to obtain membership in the near term.
    b. At least two other CCAs have sought additional information on potential membership.

8. Distribution list protocol and consistency (Chang)
    a. WG worked with members and IT to update deal distribution lists and establish consistent policy for same.
    b. Bankhead to follow-up on a few outstanding deals and work with IT (Jelar) to update.

9. Board suggested WG consider increasing deal cost to fund external staffing support for CCCFA
    a. WG considering whether deal cost is the best method for funding due to its intermittent nature and is considering more consistent revenue streams.

10. CCCFA Website Updates (Bankhead–Temp.)
    a. Most updates complete re news/press releases.
    b. No member has personnel to "own" website maintenance.
    c. Bankhead negotiated with Lamb Consulting, who was recommended by MCE's staff that currently maintains the website.

11. Preparation of records and email retention policy (Ruderman)
    a. Work in progress to prepare draft for WG consideration

12. Member announcements
    a. Ava considering personnel change for working group; Salisbury to consider appointing a different Ava representative.