



California Community Choice Financing Authority

**California Community Choice Financing Authority (CCCFA)
Board of Directors Meeting
Friday, November 18, 2022
1:00 P.M.**

This Meeting will be conducted via teleconference pursuant to the requirements of [Assembly Bill No. 361](#). By using teleconference for this meeting, CCCFA continues to promote social distancing measures recommended by local officials.

Members of the public who wish to observe the meeting may do so 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**

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1. Roll Call/Quorum
2. Public Open Time (Discussion)
3. Consent Calendar (Discussion/Action)
 - C.1 Approval of 10/21/22 Meeting Minutes
 - C.2 Resolution No. 2022-18: Resolution of the Board of Directors of the California Community Choice Financing Authority Authorizing Continued Remote Teleconferencing Meetings for the Board of Directors Pursuant to Government Code Section 54953(e)
 - C.3 First Agreement by and Between California Community Choice Financing Authority and Chapman and Cutler LLP
4. Board Member Announcements (Discussion)
5. Adjourn

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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 as soon as possible to ensure arrangements for accommodation.

California Community Choice Financing Authority (CCCFA)
Board of Directors Special Meeting
Thursday, October 27, 2022
1:00 P.M.
Draft Minutes

1. Roll Call/Quorum:

Michael Callahan, General Counsel, CCCFA called the regular meeting to order at 1:00pm with quorum established by roll call:

Present:

Girish Balachandran, Silicon Valley Clean Energy (SVCE)

Garth Salisbury, Marin Clean Energy (MCE)

Jaya Bajpai, alternate to Tom Habashi, Central Coast Community Energy (CCCE)

Ted Bardacke, Clean Power Alliance (CPA)

Not Present:

Chair Nick Chaset, East Bay Community Energy (EBCE)

Staff and Others:

Michael Callahan – General Counsel, CCCFA

Adrian Bankhead – Board Clerk, EBCE

David McNeil – Chief Financial Officer, CPA

Don Eckert – Executive Director, Pioneer Community Energy

Amrit Singh – Chief Financial Officer, SVCE

Brad Koehn – Director, Pioneer Community Energy

Howard Chang, Treasurer, EBCE

Doug Bird – Partner, Chapman and Cutler LLP

Brian Dias – Orrick, Herrington & Sutcliffe

Mike Berwanger – Managing Director, PFM

2. Public Open Time (Discussion):

- Michael Callahan, General Counsel, CCCFA opened the public comment period. There were no comments.

3. Consent Calendar (Discussion/Action):

C.1 Approval of 10/21/22 Meeting Minutes

C.2 First Agreement by and Between CCCFA and Orrick, Herrington & Sutcliffe LLP

C.3 First Agreement for Legal Services by and Between CCCFA and Ballard Spahr

- Action: It was M/S/C (Balachandran/Salisbury) to approve Consent Item C.1. - Approval of 10/21/22 Meeting Minutes. The motion carried:

Consent Calendar C.1 Vote:

SVCE – yes
MCE – yes
CCCE – yes
CPA – abstain
EBCE – excused

- Action: It was M/S/C (Balachandran/Salisbury) to approve Consent Item C.2. - First Agreement by and Between CCCFA and Orrick, Herrington & Sutcliffe LLP, and C.3 - First Agreement for Legal Services by and Between CCCFA and Ballard Spahr. The motion carried:

Consent Calendar C.2 and C.3 Vote:

SVCE – yes
MCE – yes
CCCE – yes
CPA – yes
EBCE – excused

4. Resolution 2022-16: Resolution of the California Community Choice Financing Authority Authorizing the Issuance of One or More Series of Clean Energy Project Revenue Bonds in and Aggregate Principal Amount Not to Exceed \$1,300,000,000 to Finance the Acquisition of a Long-Term Supply of Electricity for Clean Power Alliance of Southern California and Other Matters Relating Thereto
 - David McNeil, Clean Power Alliance, introduced this item and addressed questions from Board members
 - Michael Callahan, General Counsel, CCCFA, opened the public comment period. There were no comments.
 - Action: It was M/S/C (Salisbury/Balachandran) to approve Resolution 2022-16. The motion carried:

Resolution 2022-16 Vote:

SVCE – Yes
MCE – Yes
CCCE – Yes
CPA – Yes
EBCE - Excused

5. Resolution 2022-17: Resolution of the California Community Choice Financing Authority Authorizing the Issuance of One or More Series of Clean Energy Project Revenue Bonds in and Aggregate Principal Amount Not to Exceed \$600,000,000 to Finance the Acquisition of a Long-Term Supply of Electricity for Pioneer Community Energy and Other Matters Relating Thereto

- Don Eckert, Executive Director, Pioneer Community Energy, introduced this item and addressed questions from Board members.
- Michael Callahan, General Counsel, CCCFA, opened the public comment period. There were no comments.
- Action: It was M/S/C (Balachandran/Bajpai) to approve Resolution 2022-17. The motion carried:

Resolution 2022-17 Vote:

SVCE – Yes
MCE – Yes
CCCE – Yes
CPA – Yes
EBCE - Excused

6. Board Member Announcements (Discussion):
There were no member announcements.
7. Adjourned at 1:10pm

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 as soon as possible to ensure arrangements for accommodation.

CHAIR, CCCFA

Attest:

SECRETARY, CCCFA

RESOLUTION NO. 2022-18

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY AUTHORIZING CONTINUED REMOTE TELECONFERENCE MEETINGS FOR THE BOARD OF DIRECTORS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)

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 members include the following Community Choice Aggregators: Central Coast Community Energy (“CCCE”, East Bay Community Energy, (“EBCE”), Marin Clean Energy (“MCE”) and Silicon Valley Clean Energy; and

WHEREAS, CCCFA is subject to various provisions of the California Government Code; and

WHEREAS, Government Code section 54953, as amended by Assembly Bill No. 361, allows legislative bodies to hold open meetings by teleconference without reference to otherwise applicable requirements in Government Code section 54953(b)(3), so long as the legislative body complies with certain requirements set forth in Government Code section 54953(e), finding there exists a declared state of emergency, and one of the following circumstances is met:

1. State or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body is holding the meeting for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body has determined, by majority vote, pursuant to option 2, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, the Governor of California proclaimed a state of emergency pursuant to Government Code section 8625 on March 4, 2020; and

WHEREAS, the CCCFA Board of Directors previously adopted Resolution No. 2021-5 finding that the requisite conditions exist for the CCCFA Board of Directors to conduct teleconference meetings under California Government Code section 54953(e);

WHEREAS, Government Code section 54953(e)(3) requires the legislative body

adopt certain findings every 30 days by majority vote to continue holding open meetings by teleconference without reference to otherwise applicable requirements in government Code section 54953(b)(3); and

WHEREAS, the CCCFA Board of Directors desires to hold the CCCFA Board of Directors public meetings by teleconference consistent with Government Code section 54953(e).

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

- A. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- B. The CCCFA Board of Directors hereby finds and declares the following, as required by Government Code section 54953(e)(3):
 1. The CCCFA Board of Directors has reconsidered the circumstances of the state of emergency declared by the Governor pursuant to his or her authority under Government Code section 8625;
 2. The state of emergency continues to directly impact the ability of members of the CCCFA Board of Directors to meet safely in person; and
 3. State and local officials have imposed or recommended measures to promote social distancing.

PASSED AND ADOPTED at a regular meeting of the CCCFA Board of Directors on this 18th day of November, 2022, by the following vote:

	YES	NO	ABSTAIN	ABSENT
Jaya Bajpai, alternate for Tom Habashi				
Nick Chaset				
Garth Salisbury				
Girish Balachandran				
Ted Bardacke				

CHAIR, CCCFA

Attest:

SECRETARY, CCCFA

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY
STANDARD SHORT FORM CONTRACT

**FIRST AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN**

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY AND CHAPMAN AND CUTLER LLP

THIS AGREEMENT FOR LEGAL SERVICES (“Agreement”) is made and entered into on November [], 2022 by and between CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY (hereinafter referred to as “CCCFA”) and CHAPMAN AND CUTLER LLP, an Illinois limited liability partnership with its principal address at: 320 South Canal Street, Chicago, IL 60606 (hereinafter referred to as “Contractor”) (each, a “Party,” and, together, the “Parties”).

RECITALS:

WHEREAS, CCCFA desires to retain Contractor to provide the services described in **Exhibit A** attached hereto and by this reference made a part hereof (“Services”);

WHEREAS, Contractor desires to provide the Services to CCCFA;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the Services in accordance with the terms and conditions of this Agreement. “Services” shall also include any other work performed by Contractor pursuant to this Agreement.

2. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing Services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement (“Term”). Contractor shall provide CCCFA with Contractor’s Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing CCCFA in a timely and accurate manner. Contractor shall email invoices to CCCFA on a monthly basis for any Services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond ninety (90) days will not be reimbursable. The final invoice must be submitted within thirty (30) days of completion of the stated scope of services or termination of this Agreement. CCCFA will process payment for undisputed invoiced amounts within thirty (30) days.

3. MAXIMUM COST TO CCCFA:

In no event will the cost to CCCFA for the Services to be provided herein exceed the maximum sum of **\$25,000**.

4. TERM OF AGREEMENT:

This Agreement shall commence on the date hereof (“Effective Date”) and shall terminate on December 31, 2022, unless earlier terminated pursuant to the terms and conditions set forth in Section 12.

5. REPRESENTATIONS; WARRANTIES; COVENANTS:

5.1. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor represents, warrants and covenants that (a) [it is a limited liability partnership duly organized, validly existing and in good standing under the laws of the State of Illinois, (b) it has full power and authority and all regulatory authorizations required to execute, deliver and perform its obligations under this Agreement and all exhibits and addenda and to engage in the business it presently conducts and contemplates conducting, (c) it is and will be duly licensed or qualified to do business and in good standing under the laws of the State of California and each other jurisdiction wherein the nature of its business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder, (d) it is qualified and competent to render the Services and possesses the requisite expertise to perform its obligations hereunder, (e) the execution, delivery and performance of this Agreement and all exhibits and addenda hereto are within its powers and do not violate the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, (f) this Agreement and each exhibit and addendum constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, and (g) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

5.2. COMPLIANCE WITH APPLICABLE LAW: At all times during the Term and the performance of the Services, Contractor shall comply with all applicable federal, state and local laws, regulations, ordinances and resolutions (“Applicable Law”)

- 5.3. LICENSING.** At all times during the performance of the Services, Contractor represents, warrants and covenants that it has and shall obtain and maintain, at its sole cost and expense, all required permits, licenses, certificates and registrations required for the operation of its business and the performance of the Services. Contractor shall promptly provide copies of such licenses and registrations to CCCFA at the request of CCCFA.
- 5.4. NONDISCRIMINATORY EMPLOYMENT:** Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, gender identity, age or condition of disability. Contractor understands and agrees that Contractor is bound by and shall comply with the nondiscrimination mandates of all federal, state, and local statutes, regulations, and ordinances.
- 5.5. ASSIGNMENT OF PERSONNEL.** The Contractor shall not substitute any personnel for those specifically named in its proposal, if applicable, unless personnel with substantially equal or better qualifications and experience are provided, acceptable to CCCFA, as is evidenced in writing.

6. INSURANCE:

At all times during the Term and the performance of the Services, Contractor shall maintain the insurance coverages set forth below. All such insurance coverage shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to CCCFA. The general liability policy shall be endorsed naming CCCFA and its employees, directors, officers, and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to CCCFA prior to commencement of Services. Certificate(s) of insurance must be current as of the Effective Date, and shall remain in full force and effect through the Term. If scheduled to lapse prior to termination date, certificate(s) of insurance must be automatically updated before final payment may be made to Contractor. Each certificate of insurance shall provide for thirty (30) days' advance written notice to CCCFA of any cancellation or reduction in coverage. Insurance coverages shall be payable on a per occurrence basis only, except those required by Section 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing in this Section 6 shall be construed as a limitation on Contractor's indemnification obligations in Section 17 of this Agreement.

Should Contractor fail to provide and maintain the insurance required by this Agreement, in addition to any other available remedies at law or in equity, CCCFA may suspend payment to the Contractor for any Services provided during any period of time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required insurance coverage.

- 6.1. GENERAL LIABILITY.** The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit. "California Community Choice Financing Authority" shall be named as an additional insured on the commercial general liability policy and the certificate of insurance shall include an additional endorsement page (see sample form: ISO - CG 20 10 11 85).
- 6.2. AUTO LIABILITY (REQUIRED IF CHECKED).** Where the Services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said Services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000).
- 6.3. WORKERS' COMPENSATION.** The Contractor acknowledges that the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, it shall comply with this requirement and a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to CCCFA prior to commencement of Services.
- 6.4. PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED).** Contractor shall maintain professional liability insurance with a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, CCCFA may ask for evidence that Contractor has segregated amounts in a special insurance reserve fund, or that Contractor's general insurance reserves are adequate to provide the necessary coverage and CCCFA may conclusively rely thereon. Coverages required by this subsection may be provided on a claims-made basis with a "Retroactive Date" prior to the Effective Date. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond termination of this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Effective Date, Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after termination of this Agreement.

7. WAIVER OF CONFLICTS AND CONSENTS BY CCCFA:

CCCFA acknowledges that (i) Contractor has represented, and in the future may represent, Community Choice Aggregators (“CCAs”) that are or seek to become members of CCCFA, as well as one or more parties to energy prepayment transactions or other bond transactions undertaken by CCCFA, as the issuer of the bonds, and (ii) the Scope of Services to be performed by Contractor as described on Exhibit A are general and administrative in nature and shall not include any services related to any specific transaction undertaken or to be undertaken by CCCFA. In that regard, CCCFA waives any actual or apparent conflict of interest that may exist as a result of Contractor’s representation of any CCA or other party in any prior or future transaction undertaken by CCCFA, and consents to the representation of any such party in any such transaction.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior, written approval of CCCFA, except for any subcontract work expressly identified herein in Exhibit A. If Contractor hires a subcontractor under this Agreement (a “Subcontractor”), Subcontractor shall be bound by all applicable terms and conditions of this Agreement, and Contractor shall ensure the following:

- 8.1.** Subcontractor shall comply with the following terms of this Agreement: Sections 9, 10, Exhibit A.
- 8.2.** Subcontractor shall provide, maintain and be bound by the representations, warranties and covenants of Contractor contained in Section 5 hereof (as may be modified to be applicable to Subcontractor with respect to Section 5.1(a) hereof) at all times during the Term of such subcontract and its provision of Services.
- 8.3.** Subcontractor shall comply with the terms of Section 6 above, including, but not limited to providing and maintaining insurance coverage(s) identical to what is required of Contractor under this Agreement, and shall name CCCFA as an additional insured under such policies. Contractor shall collect, maintain, and promptly forward to CCCFA current evidence of such insurance provided by its Subcontractor. Such evidence of insurance shall be included in the records and is therefore subject to audit as described in Section 9 hereof.
- 8.4.** Subcontractor shall be contractually obligated to indemnify the CCCFA Parties (as defined in Section 17 hereof) pursuant to the terms and conditions of Section 17 hereof.
- 8.5.** Subcontractors shall not be permitted to further subcontract any obligations under this Agreement.

Contractor shall be solely responsible for ensuring its Subcontractors’ compliance with the terms and conditions of this Agreement made applicable above and to collect and maintain all documentation and current evidence of such compliance. Upon request by CCCFA, Contractor shall promptly forward to CCCFA evidence of same. Nothing contained in this Agreement or otherwise stated between the Parties shall create any legal or contractual relationship between CCCFA and any Subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor’s obligation to pay its Subcontractors is an independent obligation from CCCFA’s obligation to make payments to Contractor. As a result, CCCFA shall have no obligation to pay or to enforce the payment of any monies to any Subcontractor.

9. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor shall keep and maintain on a current basis full and complete records and documentation pertaining to this Agreement and the Services, whether stored electronically or otherwise, including, but not limited to, valuation records, accounting records, documents supporting all invoices, employees’ time sheets, receipts and expenses, and all customer documentation and correspondence (the “Records”). CCCFA shall have the right, during regular business hours, to review and audit all Records during the Term and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor’s premises or, at CCCFA’s option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written request from CCCFA. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by CCCFA based on undisputed audit findings.

10. DATA, CONFIDENTIALITY AND INTELLECTUAL PROPERTY:

10.1. OWNERSHIP AND USE RIGHTS.

- a) **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.

- b) **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 on behalf and for the benefit of CCCFA's respective customers. 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.
- c) **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.
- d) **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.

10.2. EQUITABLE RELIEF. Each Party acknowledges that a breach of this Section 10 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.

11. FORCE MAJEURE:

A Party shall be excused for failure to perform its obligations under this Agreement if such obligations are prevented by an event of Force Majeure (as defined below), but only for so long as and to the extent that the Party claiming Force Majeure ("Claiming Party") is actually so prevented from performing and provided that (a) the Claiming Party gives written notice and full particulars of such Force Majeure to the other Party (the "Affected Party") promptly after the occurrence of the event relied on, (b) such notice includes an estimate of the expected duration and probable impact on the performance of the Claiming Party's obligations under this Agreement, (c) the Claiming Party furnishes timely regular reports regarding the status of the Force Majeure, including updates with respect to the data included in Section 10 above during the continuation of the delay in the Claiming Party's performance, (d) the suspension of such obligations sought by Claiming Party is of no greater scope and of no longer duration than is required by the Force Majeure, (e) no obligation or liability of either Party which became due or arose before the occurrence of the event causing the suspension of performance shall be excused as a result of the Force Majeure; (f) the Claiming Party shall exercise commercially reasonable efforts to mitigate or limit the interference, impairment and losses to the Affected Party; (g) when the Claiming Party is able to resume performance of the affected obligations under this Agreement, the Claiming Party shall give the Affected Party written notice to that effect and promptly shall resume performance under this Agreement. "Force Majeure" shall mean acts of God such as floods, earthquakes, fires, orders or decrees by a governmental authority, civil or military disturbances, wars, riots, terrorism or threats of terrorism, utility power shutoffs, strikes, labor disputes, pandemic, or other forces over which the responsible Party has no control and which are not caused by an act or omission of such Party.

12. TERMINATION:

12.1. If the Contractor fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, violates any Applicable Law, makes an assignment of any general arrangement for the benefit of

creditors, files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it, otherwise becomes bankrupt or insolvent (however evidenced), or becomes unable to pay its debts as they fall due, then CCCFA may terminate this Agreement by giving five (5) business days' written notice to Contractor.

- 12.2.** Either Party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days' written notice to the other Party. Notice of termination shall be by written notice to the other Party and be sent by registered mail or by email to the email address listed in Section 19.
- 12.3.** In the event of termination not the fault of the Contractor, the Contractor shall be paid for Services performed up to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s). Notwithstanding anything contained in this Section 12, in no event shall CCCFA be liable for lost or anticipated profits or overhead on uncompleted portions of the Agreement. Contractor shall not enter into any agreement, commitments or subcontracts that would incur significant cancellation or termination costs without prior written approval of CCCFA, and such written approval shall be a condition precedent to the payment of any cancellation or termination charges by CCCFA under this Section 12. Also, as a condition precedent to the payment of any cancellation or termination charges by CCCFA under this Section 12, Contractor shall have delivered to CCCFA any and all Intellectual Property (as defined in Section 10.1(b)) prepared for CCCFA before the effective date of such termination.
- 12.4.** CCCFA may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.
- 12.5.** Without limiting the foregoing, if either Party's activities hereunder become subject to law or regulation of any kind, which renders the activity illegal, unenforceable, or which imposes additional costs on such Party for which the parties cannot mutually agree upon an acceptable price modification, then such Party shall at such time have the right to terminate this Agreement upon written notice to the other Party with respect to the illegal, unenforceable, or uneconomic provisions only, and the remaining provisions will remain in full force and effect.
- 12.6.** Upon termination of this Agreement for any reason, Contractor shall and shall cause each Contractor Party to bring the Services to an orderly conclusion as directed by CCCFA and shall return all CCCFA Data (as defined in Section 10.1(a) above) and Intellectual Property to CCCFA.
- 12.7.** Notwithstanding the foregoing, this Agreement shall be subject to changes, modifications, or termination by order or directive of the California Public Utilities Commission ("CPUC"). The CPUC may from time to time issue an order or directive relating to or affecting any aspect of this Agreement, in which case CCCFA shall have the right to change, modify or terminate this Agreement in any manner to be consistent with such order or directive.
- 12.8.** Notwithstanding any provision herein to the contrary, Sections 2, 3, 8.4, 9, 10, 12, 15, 16, 17, 18, 19, 20, 21, 22, 24, and Exhibit B of this Agreement shall survive the termination or expiration of this Agreement.

13. ASSIGNMENT:

The rights, responsibilities, and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of CCCFA.

14. AMENDMENT; NO WAIVER:

This Agreement may be amended or modified only by written agreement of the Parties. Failure of either Party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

15. DISPUTES:

Either Party may give the other Party written notice of any dispute which has not been resolved at a working level. Any dispute that cannot be resolved between Contractor's contract representative and CCCFA's contract representative by good faith negotiation efforts shall be referred to General Counsel of CCCFA and an officer of Contractor for resolution. Within 20 calendar days after delivery of such notice, such persons shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If CCCFA and Contractor cannot reach an agreement within a reasonable period of time (but in no event more than 30 calendar days), CCCFA and Contractor shall have the right to pursue all rights and remedies that may be available at law or in equity. All negotiations and any mediation agreed to by the Parties are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

16. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the Parties hereto agree that venue shall be in Marin County, California.

17. INDEMNIFICATION:

To the fullest extent permitted by Applicable Law, Contractor shall indemnify, defend, and hold CCCFA and its employees, officers, directors, representatives, and agents ("CCCFA Parties"), harmless from and against any and all actions, claims, liabilities, losses, costs,

damages, and expenses (including, but not limited to, litigation costs, attorney's fees and costs, physical damage to or loss of tangible property, and injury or death of any person) arising out of, resulting from, or caused by: a) the negligence, recklessness, intentional misconduct, fraud of all Contractor Parties; b) the failure of a Contractor Party to comply with the provisions of this Agreement or Applicable Law; or c) any defect in design, workmanship, or materials carried out or employed by any Contractor Party.

18. 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 Party shall have rights and nor shall any Contractor Party make any claims, take any actions, or assert any remedies against any of CCCFA's constituent members in connection with this Agreement.

19. INVOICES; NOTICES:

This Agreement shall be managed and administered on CCCFA's behalf by the Treasurer/Controller or their designee. All invoices and notices shall be submitted by email to:

Email Address: invoices@CCCFA.org

Notices shall be given to Contractor at the following address:

Contractor: Chapman and Cutler LLP

Address: 1270 Avenue of the Americas

 New York, New York 10020

Email Address: doug.bird@chapman.com

Telephone No.: (212) 655-2519

20. ENTIRE AGREEMENT; ACKNOWLEDGMENT OF EXHIBITS:

This Agreement along with the attached Exhibits marked below constitutes the entire Agreement between the Parties. In the event of a conflict between the terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement shall govern.

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>	<u>CCCFA'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	Scope of Services		
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment		
<u>EXHIBIT C.</u>	<input type="checkbox"/>	Insurance Reduction/Waiver		

21. SEVERABILITY:

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

22. INDEPENDENT CONTRACTOR:

Contractor is an independent contractor to CCCFA hereunder. Nothing in this Agreement shall establish any relationship of partnership, joint venture, employment or franchise between CCCFA and any Contractor Party. Neither CCCFA nor any Contractor Party will have

the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided for herein.

23. TIME:

Time is of the essence in this Agreement and each and all of its provisions.

24. THIRD PARTY BENEFICIARIES:

The Parties agree that there are no third-party beneficiaries to this Agreement either express or implied.

25. FURTHER ACTIONS:

The Parties agree to take all such further actions and to execute such additional documents as may be reasonably necessary to effectuate the purposes of this Agreement.

26. PREPARATION OF AGREEMENT:

This Agreement was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and this Agreement shall not be construed against either Party as a result of the manner in which this Agreement was prepared, negotiated or executed.

27. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED BY

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY: CHAPMAN AND CUTLER LLP:

By: _____

By: _____

Name: _____

Name: Douglas A. Bird

Title: _____

Title: Partner

Date: _____

Date: August , 2022

MODIFICATIONS TO STANDARD SHORT FORM

Standard Short Form Content Has Been Modified

List sections affected: _____

Approved by CCCFA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

Contractor shall provide the following Services under the Agreement as requested and directed by CCCFA staff, up to the maximum time/fees allowed under this Agreement:

Assisting CCCFA with the development of a standard package of information/documents for a Community Choice Aggregator (“CCA”) seeking to join CCCFA as a “founding member” or “associate member” and use CCCFA as a conduit issuer for bonds issued to finance energy prepayment transactions, including:

- Q&A about CCCFA and its role as a conduit issuer, including information such as cost allocation, schedule of Board meetings and requirements for Board approval/timing, execution of documents, etc.;
- Information regarding engagement of bond counsel, tax counsel and underwriter’s counsel, which absent conflicts should be selected by the CCA with fees paid from bond proceeds or otherwise by the CCA, not by CCCFA;
- Copy of the Joint Powers Agreement;
- Copy of the By-laws;
- Form of CCA resolution for associate or founding member status;
- Form of Project Administration Agreement;
- Form of Continuing Disclosure Undertaking;
- Form of Certificate of No Default;
- Representations, warranties and limited liability provisions to be included in the documents to which CCCFA is a party; and
- Form of CCCFA opinion and closing certificates.

EXHIBIT B
FEES AND PAYMENT SCHEDULE

For Services provided under this Agreement, CCCFA shall pay Contractor in accordance with the amount(s) and the payment schedule as specified below:

Contractor will charge a blended rate of \$800 for the Services provided for on Exhibit A, to be billed monthly as provided in the Agreement. Contractor will not charge separately for any expenses unless otherwise approved by CCCFA.

In no event shall the total cost to CCCFA for the services provided herein exceed the maximum sum of \$25,000 for the term of the Agreement.

**EXHIBIT C
INSURANCE REDUCTION/WAIVER (if applicable)**

CONTRACTOR: [Contractor]
 CONTRACT TITLE: [Contract Title]

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CCCFA Use Only</i>
Workers' Compensation Insurance* *Sole Proprietors must provide representation of their exempt status below.	<input type="checkbox"/>		<input type="checkbox"/>

Please set forth the reasons for the requested reductions or waiver.

WORKERS' COMPENSATION STATEMENT OF EXEMPTION

By signing below, I notify CCCFA that I am a
 sole proprietor other (describe): _____

and do not have any employees, pursuant to California Labor Code Sections 3351 and 3352, whose employment requires me to carry workers' compensation insurance. I do not, therefore, carry worker's compensation insurance coverage.

Contractor Signature _____
 Printed Name of Contractor _____
 Date _____

CCCFA Counsel Signature: _____

Date: _____

Telephone: _____

Approved by: _____

Date: _____