JOINT EXERCISE OF POWERS AGREEMENT RELATING TO AND CREATING

CENTRAL COAST COMMUNITY ENERGY

OF

Monterey, Santa Cruz, San Benito, and Santa Barbara Counties and Certain Cities in San Luis Obispo County

This Joint Exercise of Powers Agreement, effective on the date determined by Section 2.1, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the Parties set forth in Exhibit B, establishes Central Coast Community Energy("Authority"), and is by and among the Counties of Monterey, Santa Cruz, San Benito, and Santa Barbara who become signatories to this Agreement ("Counties") and those cities and towns within the Counties of Monterey, Santa Cruz, San Benito, Santa Barbara, and San Luis Obispo who become signatories to this Agreement and relates to the joint exercise of powers among the signatories hereto.

RECITALS

A. The Parties share various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions.

B. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB

32 which will require local governments to develop programs to reduce greenhouse gas emissions.

C. The purposes for entering into this Agreement include:

a. Reducing greenhouse gas emissions related to the use of power in Monterey, Santa Cruz, San Benito, Santa Barbara, and San Luis Obispo Counties and neighboring regions;

b. Providing electric power and other forms of energy to customers at affordable rates that are competitive with the incumbent utility;

c. Carrying out programs to facilitate electrifying the transportation, public infrastructure, and the building sectors to reduce reliance on fossil fuels and thus reduce greenhouse gas emissions;

d. Stimulating and sustaining the local economy by lowering electric generation charges and creating local jobs as a result of Central Coast Community Energy's CCE program; and

e. Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources.

D. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy programs, including but not limited to solar, wind, and geothermal energy production. The purchase of renewable power sources will be the desired approach to decrease regional greenhouse gas emissions and accelerate the State's transition to clean power resources to the extent feasible.

a. It is further desired to establish a long-term energy portfolio that prioritizes the use and development of State, local and regional renewable resources and carbon free resources.

b. In compliance with State law and in alignment with the Authority's desire

to stimulate the development of renewable power, the Authority shall draft an Integrated Resource Plan that includes a range of regional renewable development potential in the California Central Coast Region and plans to incorporate local power into its energy portfolio as technically and economically feasible.

E. The Parties desire to establish a separate public Authority, known as Central Coast Community Energy, under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.

F. The Parties anticipate adopting an ordinance electing to implement through the Authority a common Community Choice Aggregation (CCA) program, an electric service enterprise available to cities and counties pursuant to California Public Utilities Code Sections 331.1(c) and 366.2. The priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1: DEFINITIONS AND EXHIBITS

1.1. Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A unless the context requires otherwise.

1.2. Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A: Definitions
Exhibit B: List of the Parties
Exhibit C: Regional Allocations

ARTICLE 2: FORMATION OF CENTRAL COAST COMMUNITY ENERGY

2.1. Effective Date and Term. This Agreement shall become effective and "Central Coast Community Energy" shall exist as a separate public Authority on the date that this Agreement is executed by at least three Initial Participants from the Counties of Monterey, Santa Cruz, and San Benito and the municipalities within those counties, after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(12). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 6.4, subject to the rights of the Parties to withdraw from the Authority.

2.2. Formation. There is formed as of the Effective Date a public Authority named Central Coast Community Energy. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public Authority separate from the Parties. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 7.4 of this Agreement, this Section 2.2 may not be amended unless such amendment is approved by the governing board of each Party.

2.3. Purpose. The purpose of this Agreement is to establish an independent public Authority in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties

intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate in the CCA Program, as further described in Section 4.1. The Parties intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program and any other energy programs approved by the Authority.

2.4. Powers. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 3.7 through 3.7.1:

2.4.1. to make and enter into contracts;

2.4.2. to employ agents and employees, including but not limited to a Chief Executive Officer;

2.4.3. to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

2.4.4. to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property; however, the Authority shall not exercise the power of eminent domain within the jurisdiction of a Party without approval of the affected Party's governing board;

2.4.5. to lease any property;

2.4.6. to sue and be sued in its own name;

2.4.7. to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing

powers such as Government Code Sections 53850 et seq. and authority under the Act;

2.4.8. to form subsidiary or independent corporations or entities if necessary, to carry out energy supply and energy conservation programs at the lowest possible cost or to take advantage of legislative or regulatory changes;

2.4.9. to issue revenue bonds and other forms of indebtedness;

2.4.10. to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

2.4.11. to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

2.4.12. to adopt Operating Rules and Regulations;

2.4.13. to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services; and

2.4.14. to permit additional Parties to enter into this Agreement after the Effective Date and to permit another entity authorized to be a community choice aggregator to designate the Authority to act as the community choice aggregator on its behalf.

2.5. Limitation on Powers. As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the City of Santa Cruz and any other restrictions on exercising the powers of the authority that may be adopted by the board.

2.6. Compliance with Local Zoning and Building Laws and CEQA. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act ("CEQA").

ARTICLE 3: GOVERNANCE AND INTERNAL ORGANIZATION

3.1. Boards of Directors. The governing bodies of the Authority shall consist of a Policy Board of Directors ("Policy Board") and an Operations Board of Directors ("Operations Board").

3.1.1. Both Boards shall consist of Directors representing any of the four Counties of Monterey, Santa Cruz, San Benito, or Santa Barbara that become a signatory to the Agreement, and Directors representing any of the Cities or Towns, which are members of the Authority, within the five Counties of Monterey, Santa Cruz, San Benito, Santa Barbara, or San Luis Obispo ("Directors"). Each Director shall serve at the pleasure of the governing board of the Party who appointed such Director and may be removed as Director by such governing board at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director within 90 days of the date that such position becomes vacant.

3.1.2. Policy Board Directors must be elected members of the Board of Supervisors or elected members of the City or Town Council of the municipality that is the signatory to this Agreement. Jurisdictions may appoint an alternate to serve in the absence of its Director on the Policy Board. Alternates for the Policy Board must be members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement.

3.1.3. Operations Board Directors must be the senior executive/County Administrative Officer of any County that is the signatory to this Agreement, or senior executive/City Manager from any municipality that is the signatory to this Agreement. Jurisdictions may appoint an alternate to serve in the absence of its Director on the Operations Board. Alternates for the Operations Board must be administrative managers of the County or administrative managers of the governing board of the municipality that is the signatory to this Agreement.

3.1.4. Board seats will be allocated under the following formulas. Policy and Operations Board seats for those jurisdictions that pass a CCA ordinance by February 28, 2017 ("Initial Participants") will be allocated on a one jurisdiction, one seat basis until such time as the number of member jurisdictions exceeds eleven. Once the JPA reaches more than eleven-member agencies, the Policy and Operations Boards' composition shall shift to a regional allocation based on population size. This allocation shall be one seat for each jurisdiction with a population of 50,000 and above, and shared seats for jurisdictions with populations below 50,000 allocated on a sub-regional basis, as set forth in Exhibit C. Notwithstanding the above, the County of San Benito shall be allotted one seat.

3.1.5. Shared board seats, as set forth in Exhibit C, Regional Allocation shall have a term of two years and will be determined either by agreement among the parties sharing the seat or through the City Selection Committee in the respective County. Following appointment, either by agreement or by the City Selection Committee, Directors may be reappointed and serve multiple terms. In the event the addition of new parties requires that an established board seat transition to a shared seat or that a shared seat expand to include new parties, the sitting Director

will automatically be the first representative for that shared seat to ensure continuity and maintain experience.

3.2. Quorum. A majority of the appointed Directors shall constitute a quorum, except that less than a quorum may adjourn in accordance with law.

3.3. Powers and Functions of the Boards. The Boards shall exercise general governance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. The Boards shall provide general policy guidance to the CCA Program.

3.3.1. The Policy Board will provide guidance/approval in the areas of strategic planning and goal setting, passage of Authority budget and customer rates, and large capital expenditures outside the typical power procurement required to provide electrical service.

3.3.2. The Operations Board will provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Authority.

3.3.3. Policy Board approval shall be required for any of the following actions, including but not limited to:

(a) The issuance of bonds, major capital expenditures, or any other financing even if program revenues are expected to pay for such financing;

(b) The appointment or removal of officers described in Section 3.9, subject to Section 3.9.3;

(c) The appointment and termination of the Chief Executive Officer;

(d) The adoption of the Annual Budget;

(e) The adoption of an ordinance;

(f) The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority;

(g) The adoption of the Implementation Plan;

(h) The selection of General Counsel, Treasurer and Auditor;

(i) The amending of this Joint Exercise of Powers Agreement; and

(j) Termination of the CCA Program.

3.3.4. Operations Board approval shall be required for the following actions, including but not limited to:

(a) The approval of Authority contracts and agreements, except as provided by Section 3.4; and

(b) Approval of Authority operating policies and other matters necessary to ensure successful program operations.

3.3.5. Joint approval of the Policy and Operations Boards shall be required for the initiation or resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant or cross petitioner, or intervenor; provided, however, that the Chief Executive Officer or General Counsel, on behalf of the Authority, may

intervene in, become a party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative authority, without approval of the Boards as long as such action is consistent with any adopted Board policies.

3.4. Chief Executive Officer. The Authority shall have a Chief Executive Officer ("CEO"). The Operations Board shall present nomination(s) of qualified candidates to the Policy Board. The Policy Board shall make the selection and appointment of the CEO who will be an employee of the Authority and serve at will and at the pleasure of the Policy Board.

The CEO shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The CEO may exercise all powers of the Authority, including the power to hire, discipline and terminate employees as well as the power to approve any agreement if the total amount payable under the agreement falls within the Authority's fiscal policies to be set by the Policy Board, except the powers specifically set forth in Section 3.3 or those powers which by law must be exercised by the Board(s) of Directors. The CEO shall report to the Policy Board on matters related to strategic planning and goal setting, passage of Authority budget and customer rates, and large capital expenditures outside the typical power procurement required to provide electrical service. The CEO shall report to the Operations Board on matters related to Authority policy and the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Authority. It shall be the responsibility of the CEO to keep both Board(s) appropriately informed and engaged in the discussions and actions of each to ensure cooperation and unity within the Authority.

3.5. Commissions, Boards, and Committees. The Boards may establish any advisory committees they deem appropriate to assist in carrying out the CCA Program, other energy programs, and the provisions of this Agreement which shall comply with the

requirements of the Ralph M. Brown Act. The Boards may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees if the Board(s) deem it appropriate to appoint such commissions, boards or committees, and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

3.6. Director Compensation. Directors shall serve without compensation from the Authority. However, Directors may be compensated by their respective appointing authorities. The Boards, however, may adopt by resolution a policy relating to the reimbursement by the Authority of expenses incurred by their respective Directors.

3.7. Voting. Except as provided in Section 3.7.1 below, actions of the Boards shall require the affirmative vote of a majority of Directors present at the meeting.

3.7.1. Special Voting Requirements for Certain Matters.

(a) Two-Thirds Voting Approval Requirements Relating to Sections 6.2 and 7.4. Action of the Board on the matters set forth in Section 6.2 (involuntary termination of a Party), or Section 7.4 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of Directors present.

(b) Seventy-Five Percent Special Voting Requirements for Eminent Domain and Contributions or Pledge of Assets.

i. A decision to exercise the power of eminent domain on behalf of the Authority to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least 75% of all Directors present.

ii. The imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program shall require a vote of at least

75% of all Directors and the approval of the governing boards of the Parties who are being asked to make such contribution or pledge.

iii. For purposes of this section, "imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program" does not include any obligations of a withdrawing or terminated party imposed under Section 6.3.

3.8. Meetings and Special Meetings of the Board. The Policy Board shall hold up to three regular meetings per year, with the option for additional or special meetings as determined by the Chief Executive Officer or Chair of the Policy Board after consultation with the Chief Executive Officer. The Operations Board shall hold at least eight meetings per year, with the option for additional or special meetings. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special and Emergency Meetings of the Boards may be called in accordance with the provisions of California Government Code Sections 54956 and 54956.5. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.).

3.9. Selection of Board Officers.

3.9.1. Policy Board Chair and Vice Chair. The Policy Board shall select, from among themselves, a Chair, who shall be the presiding officer of all Policy Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The Policy Board Chair and Vice Chair shall act as the overall Chair and Vice Chair for Central Coast Community Energy. The term of office of the Chair and Vice Chair shall continue

for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

(a) the person serving dies, resigns, is no longer holding a qualifying public office, or the Party that the person represents removes the person as its representative on the Board; or

(b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

3.9.2. Operations Board Chair and Vice Chair. The Operations Board shall select, from among themselves, a Chair, who shall be the presiding officer of all Operations Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

(a) the person serving dies, resigns, or is no longer the senior executive of the Party that the person represents or;

(b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

3.9.3. Secretary. Each Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of each Board and all other official records of the Authority. If the Secretary appointed is an employee of the Authority, that employee may serve as Secretary to both Boards.

3.9.4. The Policy Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a

member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall report directly to the Policy Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 5.

3.10. Administrative Services Provider. The Board(s) may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of an Administrative Services Agreement. The appointed administrative services provider may be one of the Parties. An Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program. The Administrative Services Provider shall be either an employee or a contractor of the Authority unless a member agency is providing the service.

ARTICLE 4: IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

4.1. Preliminary Implementation of the CCA Program.

4.1.1. Enabling Ordinance. To be eligible to participate in the CCA Program, each Party must adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

4.1.2. Implementation Plan. The Policy Board shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Policy Board in the manner provided by Section 3.7.

4.1.3. Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

4.2. Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by theBoard(s) through resolution, including but not limited to the CCCE Implementation Plan and Operating Policies. The Parties agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board(s), subject to the Parties' right to withdraw from the Authority as described in Article 6.

ARTICLE 5: FINANCIAL PROVISIONS

5.1. Fiscal Year. The Authority's fiscal year shall be 12 months commencing April 1 or the date selected by the Authority. The fiscal year may be changed by Policy Board resolution.

5.2. Depository.

5.2.1. All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

5.2.2. All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board(s) shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

5.2.3. All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board(s) in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board(s).

5.3. Budget and Recovery of Costs.

5.3.1. Budget. The initial budget shall be approved by the Policy Board. The Board may revise the budget from time-to-time as may be reasonably necessary to address contingencies and unexpected expenses. All

subsequent budgets of the Authority shall be approved by the Policy Board in accordance with the Operating Rules and Regulations.

5.3.2. Funding of Initial Costs. The County of Santa Cruz has funded certain activities necessary to implement the CCA Program. If the CCA Program becomes operational, these Initial Costs paid by the County of Santa Cruz shall be included in the customer charges for electric services as provided by Section 5.3.3 to the extent permitted by law, and the County of Santa Cruz shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the County of Santa Cruz shall provide such documentation of costs paid as the Board may request. The Authority may establish a reasonable time-period over which such costs are recovered. In the event, that the CCA Program does not become operational, the County of Santa Cruz shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

5.3.3. CCA Program Costs. The Parties desire that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but not limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

ARTICLE 6: WITHDRAWAL

6.1. Withdrawal.

6.1.1. Right to Withdraw. A Party may withdraw its participation in the CCA

Program, effective as of the beginning of the Authority's fiscal year, by giving no less than 6 months advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.

6.1.2. Right to Withdraw After Amendment. Notwithstanding Section 6.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement adopted by the Policy Board which the Party's Director voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Party shall require an affirmative vote of the Party's governing board and shall not be subject to the six-month advanced notice provided in Section 6.1.1. In the event of such withdrawal, the Party shall be subject to the provisions of Section 6.3.

6.1.3. The Right to Withdraw Prior to Program Launch. After receiving bids from power suppliers, the Authority must provide to the Parties the report from the electrical utility consultant retained by the Authority that compares the total estimated electrical rates that the Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that the Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than the incumbent utility or to provide power in a manner that has a lower greenhouse gas emissions rate or uses more renewable energy than the incumbent utility, a Party may, immediately after an affirmative vote of the Party's governing board, withdraw its membership in the Authority without any financial obligation, except those financial obligations incurred through the Party's share of the credit guarantee described in 5.3.4, as long as the Party

provides written notice of its intent to withdraw to the Authority Board no more than fifteen business days after receiving the report. Costs incurred prior to withdrawal will be calculated as a pro-rata share of start-up costs expended to the date of the Party's withdrawal, and it shall be the responsibility of the withdrawing Party to pay its share of said costs if they have a material/adverse impact on remaining Authority members or ratepayers.

6.1.4. Continuing Financial Obligation; Further Assurances. Except as provided by Section 6.1.3, a Party that withdraws its participation in the CCA Program may be subject to certain continuing financial obligations, as described in Section 6.3. Each withdrawing Party and the Authority shall execute and deliver all further instruments and documents and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from participation in the CCA Program.

6.2. Involuntary Termination of a Party. Participation of a Party in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Party's participation in the CCA Program upon a vote of the Policy Board as provided in Section 3.7.1. Prior to any vote to terminate participation with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 6.3.

6.3. Continuing Financial Obligations: Refund. Except as provided by Section 6.1.3, upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or other financial obligations arising from the Party membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any financial obligations arising after the date of the Party's withdrawal or involuntary termination. Claims, demands, damages, or other financial obligations for which a withdrawing or terminated Party may remain liable include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Party's load. With respect to such financial obligations, upon notice by a Party that it wishes to withdraw from the CCA Program, the Authority shall notify the Party of the minimum waiting period under which the Party would have no costs for withdrawal if the Party agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Party elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers and may not include punitive charges that exceed actual costs. In addition, such Party shall also be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority and approved by a vote of the Policy Board, to cover the Party's financial obligations for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any financial obligations shall be returned to the Party. The liability of any Party under this section 6.3 is subject and subordinate to the provisions of Section 2.2, and nothing in this section 6.3 shall reduce, impair, or eliminate any immunity from liability provided by Section 2.2.

6.4. Mutual Termination. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its participation in the CCA Program, as described in Section 6.1.

6.5. Disposition of Property upon Termination of Authority. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 7: MISCELLANEOUS PROVISIONS

7.1. Dispute Resolution. The Parties and the Authority shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. Should such informal efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be mediated in accordance with policies and procedures established by the Authority. The costs of any such mediation shall be shared equally among the Parties participating in the mediation.

7.2. Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Sections 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

7.3. Indemnification of Parties. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority and the Parties. The Authority shall defend, indemnify, and hold harmless the Parties and each of their respective Boards of Supervisors or City Councils, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

7.4. Amendment of this Agreement. This Agreement may not be amended except by a written amendment approved by a vote of Policy Board members as provided in Section 3.7.1. The Authority shall provide written notice to all Parties of proposed amendments to this Agreement, including the effective date of such amendments, at least 30 days prior to the date upon which the Board votes on such amendments.

7.5. Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 7.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 7.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

7.6. Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

7.7. Further Assurances. Each Party agrees to execute and deliver all further

instruments and documents and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

7.8. Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

7.9. Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

Exhibit A

Definitions

"Act" means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.)

"Administrative Services Agreement" means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

"Agreement" means this Joint Powers Agreement.

"Annual Energy Use" has the meaning given in Section 3.7.1.

"Authority" means Central Coast Community Energy.

"Authority Document(s)" means document(s) duly adopted by one or both Boards by resolution or motion implementing the powers, functions, and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

"Board" means the Policy Board of Directors of the Authority and/or the Operations Board of Directors of the Authority unless one or the other is specified in this Agreement.

"CCA" or ***"Community Choice Aggregation"*** means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

"CCA Program" means the Authority's program relating to CCA that is principally described in this Agreement.

"Director" means a member of the Policy Board of Directors or Operations Board of Directors representing a Party.

"Effective Date" means the date that this Agreement is executed by at least three Initial Participants from the Counties of Monterey, Santa Cruz, and San Benito and the municipalities within those counties, as further described in Section 2.1.

"Implementation Plan" means the plan generally described in Section 4.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

"Initial Costs" means all costs incurred by the County of Santa Cruz and/or Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, and any required accounting, administrative, technical, or legal services in support of the Authority's initial activities or in support of the negotiation, preparation, and approval of one or more Administrative Services Agreements.

"Initial Participants" means those initial founding JPA members whose jurisdictions pass a CCA ordinance, whose Board seats will be allocated on a one jurisdiction, one seat basis (in addition to one seat for San Benito County) until such time as the number of member jurisdictions exceeds eleven, as described in Section 3.1.4.

"Operating Rules and Regulations" means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

"Operations Board" means the board composed of City Managers and CAOs representing their respective jurisdictions as provided in section 3.1.4 who will provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Authority, as further set forth in section 3.3.

"Parties" means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.1 or 4.1.1 such that it is considered a member of the Authority.

"Party" means singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.1 or 4.1.1 such that it is considered a member of the Authority.

"Policy Board" means the board composed of elected officials representing their respective jurisdictions as provided in section 3.1.4 who will provide guidance/approval in the areas of strategic planning and goal setting, passage of Authority budget and customer rates, large capital expenditures outside the typical power procurement required to provide electrical service, and such other functions as set forth in section 3.3.

Exhibit B

Central Coast Community Energy of Monterey, Santa Cruz, San Benito, and Santa Barbara Counties, and Certain Cities in San Luis Obispo County

List of Parties

County of Santa Cruz

City of Santa Cruz

City of Watsonville

City of Capitola

City of Scotts Valley

County of Monterey

City of Salinas

City of Monterey

City of Pacific Grove

City of Carmel

City of Seaside

City of Marina

City of Sand City

City of Soledad

City of Greenfield

City of Gonzales

City of Del Rey Oaks

County of San Benito

City of Hollister

City of San Juan Bautista

City of Morro Bay

City of San Luis Obispo

City of Paso Robles

City of Pismo Beach

City of Grover Beach

City of Arroyo Grande

County of Santa Barbara

City of Santa Maria

City of Solvang

City of Guadalupe

City of Goleta

City of Carpinteria

City of Buellton

City of Atascadero

Exhibit C

Regional Allocation

Board seats in Central Coast Community Energy will be allocated as follows:

i. One seat for Santa Cruz County;

ii. One seat for Monterey County;

iii. One seat for San Benito County;

iv. One Seat for Santa Barbara County;

v. One seat for the City of Santa Cruz;

vi. One seat for the City of Salinas;

vii. One seat for the City of Watsonville;

viii. One seat for the City of Santa Maria;

ix. One shared seat for remaining Santa Cruz cities including Capitola and Scotts Valley selected by the City Selection Committee;

x. One shared seat for Monterey Peninsula cities including Monterey, Pacific Grove, and Carmel selected by the City Selection Committee;

xi. One shared seat for Monterey Coastal cities including Marina, Seaside, Sand City, and Del Rey Oaks selected by the City Selection Committee;

xii. One shared seat for Salinas Valley cities including Greenfield, Soledad, Gonzales selected by the City Selection Committee;

xiii. One shared seat for San Benito County cities including Hollister and San Juan Bautista selected by the City Selection Committee; and

xiv. One shared seat for the Cities of San Luis Obispo and Morro Bay, selected by agreement or the City Selection Committee; and

xv. One shared seat for the cities of Paso Robles and Atascadero selected by agreement or the City Selection Committee; and

xvi. One shared seat for the Cities of Pismo Beach, Grover Beach, and Arroyo Grande selected by agreement or the City Selection Committee.

xvii. One shared seat for the Cities of Guadalupe, Solvang, and Buellton selected by agreement or the City Selection Committee.

xviii. One shared seat for the Cities of Goleta, and Carpinteria selected by agreement or the City Selection Committee.

Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz and San Benito Counties

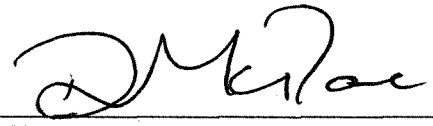
Signature Page

COUNTY OF SANTA CRUZ

Chairperson of the Board of Supervisors

Date

APPROVED AS TO FORM:



Office of the County Counsel

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

City of Santa Cruz

Mayor Cynthia Chase

4-25-17

Date

APPROVED AS TO FORM:

City Attorney Tony Condotti

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

City of Watsonville

Mayor — Date: 5/2/17

City Manager — Date: 5/2/17

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

BY

Beatriz Vázquez Flores, City Clerk

Irwin Ortiz, Assistant City Clerk

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

County of (City) of Capitola

Stephanie Harlan
Chairperson of the Board of Supervisors/Mayor

2/23/17
Date

APPROVED AS TO FORM:

City Attorney

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

City of Scotts Valley

Randy Johnson, Mayor

2-15-2017

Date

APPROVED AS TO FORM:

Kirsten Powell, City Attorney

Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz and San Benito Counties

Signature Page

COUNTY OF MONTEREY

Mary Adams, Chair,
Monterey County Board of Supervisors

3-21-2017
Date

APPROVED AS TO FORM:

Wendy S. Strimling
Senior Deputy County Counsel

Office of the County Counsel

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

City of Salinas

Joe Gunter, Mayor

3.24.17

Date

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

May 30, 2017

Date

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

City of Monterey, CA

_____ 5-24-17

Chairperson of the Board of Supervisors/Mayor Date

APPROVED AS TO FORM:

_____

Office of the City Attorney

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

City of Pacific Grove

Bill Kampe — 4/20/17

Mayor — Date

APPROVED AS TO FORM:

City Attorney

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

County of /City of Carmel by the Sea

5-5-17

Chairperson of the Board of Supervisors/Mayor Date

APPROVED AS TO FORM:

Office of the County Counsel/City Attorney

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

City of Seaside, California.

Mayor Ralph Rubio

6/1/17

Date

APPROVED AS TO FORM:

Don Freeman, City Attorney

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

City of Marina

Bruce C. Delgado, Mayor

3/3/17
Date

APPROVED AS TO FORM:

for the City Attorney

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

City of Sand City

David K. Pendergrass

Mayor David K. Pendergrass

March 8, 2017

Date

APPROVED AS TO FORM:

City Attorney Jim Heisinger

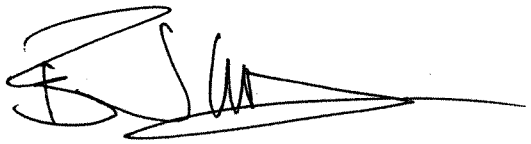
Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

City of Soledad



Mayor Fred J. Ledesma

3/06/17

Date

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

County of /City of Soledad

Chairperson of the Board of Supervisors/Mayor

Date

APPROVED AS TO FORM:

Office of the County Counsel/City Attorney

Michael Rodriquez, City Attorney

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

County of /City of Greenfield

Chairperson of the Board of Supervisors/Mayor

Date 5/02/17

APPROVED AS TO FORM:

Office of the County Counsel/City Attorney

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

City of Gonzales

Maria Orozco
Maria Orozco, Mayor

5-1-17
Date

APPROVED AS TO FORM:

Michael F. Rodriquez, City Attorney

5-1-2017
Date

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

County of San Benito

Jaime De La Cruz, Chair — Date 2/7/17

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy, Deputy County Counsel — Date Feb. 3, 2017

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

City of Hollister

Signature Page

City of Hollister

6-1-17

Ignacio Velazquez, Mayor — Date

APPROVED AS TO FORM:

L+G, LLC, Attorneys at Law

May 30, 2017

E. Soren Diaz, City Attorney — Date

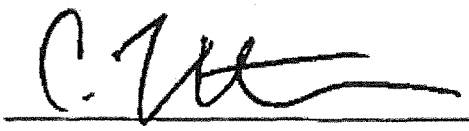
Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

Signature Page

City of San Juan Bautista



Chris Martorana, Mayor

May 30, 2017

Date

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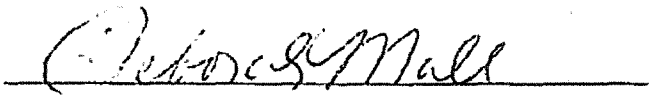

Deborah Mall, City Attorney

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties and Certain Cities in San Luis Obispo County

Signature Page

CITY OF SAN LUIS OBISPO

Signature Heidi Harmon 12/5/18

Date

Its Mayor

Mayor/City Manager

APPROVED AS TO FORM:

Office of the City Attorney

Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties and Certain Cities in San Luis Obispo County

Signature Page

CITY OF MORRO BAY

Signature _____ 12/5/18

Date

Its Scott Collins, City Manager

Mayor/City Manager

APPROVED AS TO FORM:

_____

Office of the City Attorney

Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz, San Benito,

and Santa Barbara Counties, and Certain Cities in San Luis Obispo County

Signature Page

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by their duly authorized representatives as of December 4, 2019.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
STEVE LAVAGNINO
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy Auditor- Controller

BY: _____
GEORGE CHAPJIAN
Director, Community Services Department

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: _____
Risk Manager

Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz, San Benito,
and Santa Barbara Counties, and Certain Cities in San Luis Obispo County

Signature Page

CITY OF SANTA MARIA

_____ 12/4/19
Date

Its: Alice M. Patino
Mayor / City Manager

APPROVED AS TO FORM:

_____
Office of the City Attorney

Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz, San Benito,
and Santa Barbara Counties, and Certain Cities in San Luis Obispo County

Signature Page

CITY OF DEL REY OAKS

December 5, 2019
Date

Its: City Manager
Mayor / City Manager

APPROVED AS TO FORM:

Office of the City Attorney

Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz, San Benito,
and Santa Barbara Counties, and Certain Cities in San Luis Obispo County

Signature Page

CITY OF PASO ROBLES

_____ 12-6-19
Date

Its: Mayor
Mayor / City Manager

APPROVED AS TO FORM:

_____
Office of the City Attorney

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Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz, San Benito,
and Santa Barbara Counties, and Certain Cities in San Luis Obispo County

Signature Page

CITY OF PISMO BEACH

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11/21/2019
Date

Its: James R. Lewis
Mayor / City Manager

APPROVED AS TO FORM:

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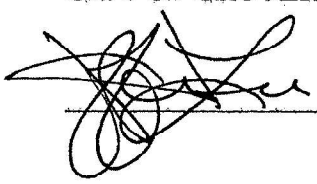
Office of the City Attorney

Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz, San Benito,
and Santa Barbara Counties, and Certain Cities in San Luis Obispo County

Signature Page

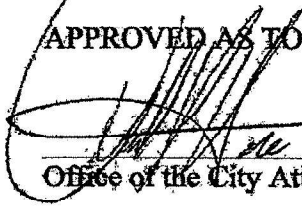
CITY OF GROVER BEACH



12/6/2019
Date

Its: MAYOR
Mayor / City Manager

APPROVED AS TO FORM:



Office of the City Attorney

Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz, San Benito,
and Santa Barbara Counties, and Certain Cities in San Luis Obispo County

Signature Page

CITY OF ARROYO GRANDE

12/9/19
Date

Its: Mayor, Caren Ray Bussom
Mayor / City Manager

APPROVED AS TO FORM:

Office of the City Attorney

Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz, San Benito,
and Santa Barbara Counties, and Certain Cities in San Luis Obispo County

Signature Page

CITY OF GUADALUPE

12/5/19
Date

Its: City Administrator
Mayor / City Manager

APPROVED AS TO FORM:

Office of the City Attorney

Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz, San Benito,
and Santa Barbara Counties, and Certain Cities in San Luis Obispo County

Signature Page

CITY OF SOLVANG

_____ 12/9/19
Date

Its: _____
Mayor / City Manager

APPROVED AS TO FORM:

_____
Office of the City Attorney

Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz, San Benito,
and Santa Barbara Counties, and Certain Cities in San Luis Obispo County

Signature Page

CITY OF GOLETA

_____ 11/22/19
Date

Its: City Manager
Mayor / City Manager

APPROVED AS TO FORM:

_____
Office of the City Attorney

Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz, San Benito,
and Santa Barbara Counties, and Certain Cities in San Luis Obispo County

Signature Page

CITY OF CARPINTERIA

Dave Durflinger

12/5/19
Date

Its: City Manager

APPROVED AS TO FORM:

for

Peter Brown, on behalf of Brownstein
Hyatt Farber Schreck, LLP acting as
City Attorney of the City of Carpinteria

Central Coast Community Energy
(formerly Monterey Bay Community Power Authority)

Of
Monterey, Santa Cruz, San Benito,
and Santa Barbara Counties, and Certain Cities in San Luis Obispo County

Signature Page

CITY OF BUELLTON

Holly Sierra

9-10-2020
Date

Its: Mayor
Mayor / City Manager

APPROVED AS TO FORM:

Office of the City Attorney

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Central Coast Community Energy
Of
Monterey, Santa Cruz, San Benito,
and Santa Barbara Counties, and Certain Cities in San Luis Obispo County

Signature Page

CITY OF ATASCADERO

DocuSigned by:
Rochelle Rickard
B15FCC2C1DE64A1...

Rachelle Rickard

9/27/2022
Date

Its: City Manager

APPROVED AS TO FORM:

DocuSigned by:
Brian Pierik
C56FEC4F59B54DF...

Office of the City Attorney