

County of Monterey

The Grill at Point Pinos - Banquet Room
9 Asilomar Blvd
Pacific Grove, CA 93950



Meeting Agenda - Final

CITIES PLEASE POST IN YOUR LOCATIONS

Friday, January 3, 2025

12:00 PM

City Selection Committee

Mayor Ian Oglesby (Seaside)

Mayor Robert White (Greenfield)

Mayor Dennis Donohue (Salinas)

Mayor Bruce Delgado (Marina)

Mayor Scott Donaldson (Del Rey Oaks)

Mayor Mike LeBarre (City of King)

Mayor Jose L. Rios (Gonzales)

Mayor Tyller Williamson (Monterey)

Mayor Anna M. Velazquez (Soledad)

Mayor Dale Byrne (Carmel)

Mayor Nick Smith (Pacific Grove)

Mayor Mary Ann Carbone (Sand City)

Call to Order**Roll Call****Additions and Corrections**

The Clerk of the Board will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

General Public Comments

This portion of the meeting is reserved for persons to address any matter not on this agenda.

Committee Matters:**1.**

Review and approve DRAFT CSC meeting Minutes of January 5, 2024

Attachments: [DRAFT CSC Minutes for January 5, 2024](#)

2. Nominate and elect members of the City Selection Committee to serve as 2025 Chair and Vice Chair for a one-year term (CY 2025) or until a successor is elected.**Consider Appointee due to Term Expiration, Vacancy or other action related****3. Airport Land Use Commission:**

a. Appoint One (1) city representative to the subject Commission for a term ending May 7, 2029.

Mayor MaryAnn Carbone appointed May 7, 2021; **Sand City (Will expire May 6, 2025)**

VOTE BY THE FOLLOWING CITIES (All):

Salinas	Greenfield
Seaside	King City
Marina	Soledad
Del Rey Oaks	Gonzales
Sand City	Carmel
Monterey	Pacific Grove

The City Selection Committee appoints representatives of the airports within the County, comprised of the managers of all of the public airports within that County, however; one such representative shall be appointed from an airport operated for the benefit of the general public.

Attachments: [Summary Page - Airport Land Use Commission 1-3-2025](#)
 [ALUC - Formation of Commission & General Information](#)

4. Central Coast Community Energy:

Appoint One (1) mayor to a shared seat for **Monterey Coastal Cities** by Del Rey Oaks, Seaside, Marina and Sand City for a term ending December 2026

Mayor Scott Donaldson appointed January 2023 - Term Expired December 2024; **Del Rey Oaks**

New Term: January 1, 2025 to December 31, 2026

ALTERNATE:

Appoint One (1) alternate to a shared seat for **Monterey Coastal Cities** by Del Rey Oaks, Seaside, Marina and Sand City for a term ending December 2026

Mayor Bruce Delgado appointed January 2023 - Term Expired December 2024; **Marina**

New Term: January 1, 2025 to December 31, 2026

VOTE BY THE FOLLOWING MONTEREY COASTAL CITIES:

- Del Rey Oaks
- Seaside
- Marina
- Sand City

Attachments: [Central Coast Community Energy - Summary Sheet as of 1-3-2025](#)
 [Central Coast Community Energy Amended JPA 9-22-2022](#)
 [Central Coast Community Energy Operating Rules and Regulations](#)
 [Central Coast Community Energy Agreement for Monterey Peninsula Cities for a rotation of shared seat 6-4-2021](#)

5. Central Coast Community Energy:

Appoint One (1) mayor to a shared seat for **Salinas Valley Cities** by Greenfield, Soledad and Gonzales for a term ending December 2026

Mayor Jose L.Rios appointed January 6, 2023 - Term Expiration December 2024; **Gonzales**

New Term: January 1, 2025 to December 31, 2026

ALTERNATE:

Appoint One (1) alternate to a shared seat for **Salinas Valley Cities** by Greenfield, Soledad and Gonzales for a term ending December 2026

Mayor Robert White appointed January 6, 2023 - Term Expiration December 2024; **Greenfield**

New Term: January 1, 2025 to December 31, 2026

VOTE BY THE FOLLOWING SALINAS VALLEY CITIES:

Gonzales
Soledad
Greenfield

Attachments: [Central Coast Community Energy - Summary Sheet as of 1-3-2025](#)
[Central Coast Community Energy Amended JPA 9-22-2022](#)
[Central Coast Community Energy Operating Rules and Regulations](#)
[Central Coast Community Energy Agreement for Monterey Peninsula Cities for a rotation of shared seat 6-4-2021](#)

6. Salinas Valley Basin Groundwater Sustainability Agency Board of Directors:

Appoint One (1) Primary Director to serve a two-year term on the Permanent Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency for the Salinas Valley Cities by Gonzales, Soledad, Greenfield and King City with a term ending June 30, 2028

Steve Adams appointed July 24, 2020; King City Term ends June 30, 2025

Appoint One (1) Alternate Director to serve a two-year term on the Permanent Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency for the Salinas Valley Cities by Gonzales, Soledad, Greenfield and King City with a term ending June 30, 2028

Alternate Carmen Gil appointed June 2023; Gonzales Term ends June 30, 2025

Attachments: [Summary Page - Salinas Valley Basin Groundwater Sustainability Agency Board of Directors as of 1-3-2025](#)

Annual Review of Appointments

7. In January an annual review of all committees' active/existing appointments with terms and serving at the pleasure of the City Selection Committee will be considered for changes in its appointed members. Consideration shall be given for automatic and regional rotations of an alternate member being seated

as a primary member.

City representatives may put forth their interest at the beginning of December the year prior to the Chair and Secretary of the City Selection Committee in other committees they may wish to be considered for. If there is no interest in changes in appointments annual review will not need to occur.

This review does not apply to newly appointed members in January.

Attachments: [Annual Review of CSC Appointment Roster as of 1-5-2024](#)

Adjournment

Note: City Selection Committee rules specify that each city's representative to the Committee is the city's mayor or his/her designee from the city's council (pursuant to §50271 of the Government Code).



County of Monterey

Item No.1

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: MIN 24-078

January 03, 2025

Introduced: 11/7/2024

Current Status: Agenda Ready

Version: 1

Matter Type: Minutes

Review and approve DRAFT CSC meeting Minutes of January 5, 2024

County of Monterey

*Pacific Grove - Meals on Wheels
700 Jewel Avenue
Pacific Grove, CA 93950*



Meeting Minutes - Draft

Friday, January 5, 2024

12:00 PM

City Selection Committee

*Mayor Ian Oglesby (Seaside)
Mayor Robert White (Greenfield)
Mayor Kimbley Craig (Salinas)
Mayor Bruce Delgado (Marina)
Mayor Scott Donaldson (Del Rey Oaks)
Mayor Mike LeBarre (City of King)*

*Mayor Jose L. Rios (Gonzales)
Mayor Tyller Williamson (Monterey)
Mayor Anna M. Velazquez (Soledad)
Mayor Dave Potter (Carmel)
Mayor Bill Peake (Pacific Grove)
Mayor Mary Ann Carbone (Sand City)*

Called to Order

The meeting was called to order by Vice Chair Mayor Tyller Williamson.

Roll Called

Present: 10 - Mayor Ian Oglesby (Seaside), Mayor Robert White (Greenfield), Mayor Tyller Williamson (Monterey), Mayor Bruce Delgado (Marina), Mayor Scott Donaldson (Del Rey Oaks), Mayor Mike Lebarre (King City), Mayor Mary Ann Carbone (Sand City), Mayor Jose L. Rios, Mayor Bill Peake (Pacific Grove) and Mayor Dave Potter (Carmel)

Absent: 2 - Mayor Anna M. Velazquez (Soledad) and Mayor Kimbley Craig (Salinas)

Staff Present

Valerie Ralph, Clerk of the Board and Margarita Hernandez, Board Clerk were present.

Additions and Corrections

There were no additions and corrections for today's agenda.

General Public Comments

Open for general public comments for items not on the agenda; no comments made.

Committee Matters:

1.

Review and approve DRAFT CSC meeting Minutes of January 6, 2023 and March 3, 2023.

Open for public comments; no public comments made.

A motion was made by Mayor Dave Potter, seconded by Mayor Ian Oglesby to:
Approve the meeting minutes of January 6, 2023 and March 3, 2023.

AYES: Mayor Ian Oglesby, Mayor Robert White, Mayor Tyller Williamson, Mayor Bruce Delgado, Mayor Scott Donaldson, Mayor Mike Lebarre, Mayor Mary Ann Carbone, Mayor Jose L. Rios, Mayor Bill Peake and Mayor Dave Potter

NOES: None

ABSENT: Mayor Velazquez and Mayor Craig

ABSTAIN: None

2.

Nominate and elect members of the City Selection Committee to serve as 2024 Chair and Vice Chair for a one-year term (CY 2024) or until a successor is elected.

Open for public comments; no public comments made.

A motion was made by Mayor Bruce Delgado, seconded by Mayor Mike LeBarre to:
Nominate Mayor Tyller Williamson to serve as 2024 Chair for a one year term (CY) or until a successor is elected.

AYES: Mayor Ian Oglesby, Mayor Robert White, Mayor Tyller Williamson, Mayor Bruce Delgado, Mayor Scott Donaldson, Mayor Mike LeBarre, Mayor Mary Ann Carbone, Mayor Jose L. Rios, Mayor Bill Peake and Mayor Dave Potter

NOES: None

ABSENT: Mayor Velazquez and Mayor Craig

ABSTAIN: None

A motion was made by Mayor Mike LeBarre, seconded by Mayor Jose L. Rios to:
Nominate Mayor Robert White to serve as 2024 Vice Chair for a one year term (CY) or until a successor is elected.

AYES: Mayor Ian Oglesby, Mayor Robert White, Mayor Tyller Williamson, Mayor Bruce Delgado, Mayor Scott Donaldson, Mayor Mike LeBarre, Mayor Mary Ann Carbone, Mayor Jose L. Rios, Mayor Bill Peake and Mayor Dave Potter

NOES: None

ABSENT: Mayor Velazquez and Mayor Craig

ABSTAIN: None

Consider Appointee due to Term Expiration, Vacancy or other action related

3. Monterey Bay Air Resources District:

a. Appoint One (1) mayor representing Monterey Peninsula appointed by the City Selection Committee for a term ending December 31, 2025.

Mayor Mary Ann Carbone appointed January 7, 2022 - Term end January 8, 2024; Sand City

VOTE BY THE FOLLOWING MONTEREY PENINSULA CITIES:

- Monterey
- Carmel By the Sea
- Pacific Grove
- Del Rey Oaks
- Seaside
- Marina
- Sand City

The governing board shall reflect, to the extent feasible and practicable, the geographic diversity of the district and the variation of population between the cities in the district.

Open for public comments; no public comments made.

A motion was made by Mayor Scott Donaldson, seconded by Mayor Ian Oglesby to:
Appoint Mayor Mary Ann Carbone to the Monterey Bay Air Resources District representing the Monterey Peninsula for a term ending December 31, 2025.

AYES: Mayor Ian Oglesby, Mayor Tyller Williamson, Mayor Bruce Delgado, Mayor Scott Donaldson, Mayor Mary Ann Carbone, Mayor Dave Potter, and Mayor Bill Peake

NOES: None

ABSENT: None
ABSTAIN: None

4. Local Agency Formation Commission (LAFCO):

Appoint One (1) mayor or council member to the subject Commission to a term ending May 1, 2028.

Alternate Mayor Anna M. Velazquez currently appointed; **Soledad**

New term would be effective: May 7, 2024 to May 1, 2028

VOTE BY THE FOLLOWING CITIES (All):

Salinas	Greenfield
Seaside	King City
Marina	Soledad
Del Rey Oaks	Gonzales
Sand City	Carmel
Monterey	Pacific Grove

Pursuant to Government Code Sections 56325 (b) and 56335, the City Selection Committee is encouraged to select members to fairly represent the diversity of the cities in the county, with respect to population and geography.

Open for public comment; no comments made.

**A motion was made by Mayor Ian Oglesby, seconded by Mayor Bruce Delgado to:
Appoint Mayor Anna M. Velazquez to the Local Agency Formation Commission (LAFCO) for a term effective May 7, 2024 through May 1, 2028.**

AYES: Mayor Robert White, Mayor Scott Donaldson, Mayor Mike Lebarre, Mayor Mary Ann Carbone, Mayor Jose L. Rios, , Mayor Bill Peake, Mayor Dave Potter, Mayor Ian Oglesby, Mayor Tyller Williamson, Mayor Bruce Delgado

NOES: None

ABSENT: Mayor Velazquez and Mayor Craig

ABSTAIN: None

Annual Review of Appointments

- 5.** In January an annual review of all committees’ active/existing appointments with terms and serving at the pleasure of the City Selection Committee will be considered for changes in its appointed members. Consideration shall be given for automatic and regional rotations of an alternate member being seated as a primary member.

City representatives may put forth their interest at the beginning of December the year prior to the Chair

and Secretary of the City Selection Committee in other committees they may wish to be considered for. If there is no interest in changes in appointments annual review will not need to occur.

This review does not apply to newly appointed members in January.

An annual review of the appointments was had:

**A motion was made by Mayor Mike LeBarre, seconded by Mayor Dave Potter to:
Nominate Mayor Tyller Williamson to replace Mayor Scott Donaldson to the subject commission for consideration of appointment to the Community Restorative Justice Commission by the Board of Supervisors for a term ending October 26, 2026.**

AYES: Mayor Ian Oglesby, Mayor Robert White, Mayor Tyller Williamson, Mayor Bruce Delgado, Mayor Scott Donaldson, Mayor Mike Lebarre, Mayor Mary Ann Carbone, Mayor Jose L. Rios, Mayor Bill Peake and Mayor Dave Potter

NOES: None

ABSENT: Mayor Velazquez and Mayor Craig

ABSTAIN: None

**A motion was made by Mayor Tyller Williamson, seconded by Mayor Mary Ann Carbone to:
Appoint Mayor Scott Donaldson to replace Mayor Tyller Williamson to the Monterey County Airport Land Use Commission for a term ending May 3, 2027.**

AYES: Mayor Ian Oglesby, Mayor Robert White, Mayor Tyller Williamson, Mayor Bruce Delgado, Mayor Scott Donaldson, Mayor Mike Lebarre, Mayor Mary Ann Carbone, Mayor Jose L. Rios, Mayor Bill Peake and Mayor Dave Potter

NOES: None

ABSENT: Mayor Velazquez and Mayor Craig

ABSTAIN: None

Adjourned

The meeting was adjourned at 12:24 p.m. by Chair Mayor Tyller Williamson.

ADDENDA

6. For Item No. 4 Local Agency Formation Commission (LAFCO)

A new letter has been attached to the file from LAFCO



County of Monterey

Item No.2

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 24-737

January 03, 2025

Introduced: 11/7/2024

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Nominate and elect members of the City Selection Committee to serve as 2025 Chair and Vice Chair for a one-year term (CY 2025) or until a successor is elected.



County of Monterey

Item No.3

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: APP 24-129

January 03, 2025

Introduced: 11/14/2024

Current Status: Appointment

Version: 1

Matter Type: Appointment

Airport Land Use Commission:

a. Appoint One (1) city representative to the subject Commission for a term ending May 7, 2029.

Mayor MaryAnn Carbone appointed May 7, 2021; **Sand City (Will expire May 6, 2025)**

VOTE BY THE FOLLOWING CITIES (All):

Salinas	Greenfield
Seaside	King City
Marina	Soledad
Del Rey Oaks	Gonzales
Sand City	Carmel
Monterey	Pacific Grove

The City Selection Committee appoints representatives of the airports within the County, comprised of the managers of all of the public airports within that County, however; one such representative shall be appointed from an airport operated for the benefit of the general public.

Airport Land Use Commission

Appointment, Term, Vote, Quorum and Meeting Information

Appoint:

Appoint Two (2) representatives of the cities in the County

Term:

Four (4) years

Vote by the City Selection Committee:

All cities

Quorum:

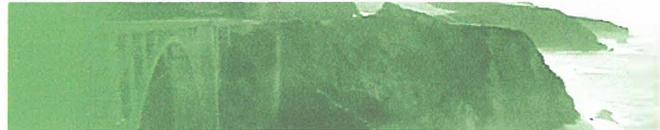
12 Mayors; Quorum = 7

Meeting, Time and Place:

Day: Fourth Monday of the month

Time: 3:00 p.m.

Location: Airport Board Meeting Room, Monterey Peninsula Airport



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Airport Land Use Commission

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<p>The Monterey County Airport Land Use Commission (ALUC) is a 7 member commission created under the authority of California State Aeronautics Act (Public Utility Code section <u>21670</u>). The primary purpose of the commission is to ensure that new land uses around public use airports do not create excessive noise and safety hazards for the public. Development proposals in the vicinity of local airports are referred to the ALUC by governing jurisdictions (County or incorporated city).</p>	
<p>Airport Land Use Commission Links and General Information</p> <ul style="list-style-type: none"> • ALUC Agendas • ALUC 2012-2013 Calendar • ALUC Commission Membership • California Airport Land Use Planning Handbook • Caltrans Division of Aeronautics • Salinas Municipal Airport Comprehensive Land Use Plan (11/18/76) 	
<p>Staff Contacts:</p>	<p>Joe Sidor & Dan Lister Monterey County RMA Planning Department 168 W Alisal St 2nd Floor Salinas CA 93901 (831) 755-5262 (Joe Sidor) sidorj@co.monterey.ca.us (831) 759-6617 (Dan Lister) listerdm@co.monterey.ca.us (831) 757-9516 Fax</p>
<p>Legislative Reference:</p>	<p>Created under Section 21670 of Public Utilities Code</p>
<p>Membership:</p>	<p>Commission shall consist of 7 members to be selected from:</p> <ul style="list-style-type: none"> • 2 representatives of the cities in the county, appointed by a selection committee comprised of the Mayors of all cities with that county. • 2 representatives of the County, appointed by the Board of Supervisors. • 2 representatives of the airports within the County, appointed by a selection committee, comprised of the managers of all of the public airports within that County, however; one such representative shall be appointed from an airport operated for the benefit of the general public. • 1 representative of the general public, appointed by the other six members of the commission
<p>Terms:</p>	<p>Terms shall be for 4 years, with expiration dates to be the first Monday in May of the year in which the Commissioner's term expires.</p>
<p>Meeting Time and Place:</p>	<p>Meetings are held regularly on the fourth Monday of each month, 3:00 p.m., Airport Board meeting room, Monterey Peninsula Airport.</p>
<p>Purpose:</p>	<p>(1) It is in the public interest to provide for the orderly development of each public use airport in this state and the area surrounding these airports so as to promote the overall goals and objectives of the California airport noise standards adopted pursuant to Section 21669 and to prevent the creation of new noise and safety problems. (2) It is the purpose of this article to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.</p>
<p>Powers and Duties:</p>	<p>The commission has the following powers and duties, subject to the limitations upon its jurisdiction set forth in Section 21676: (a) To assist local agencies in ensuring compatible land uses in the vicinity of all new airports and in the vicinity of existing airports to the extent that the land in the vicinity of those airports is not already devoted to incompatible uses. (b) To coordinate planning at the state, regional, and local levels so</p>

as to provide for the orderly development of air transportation, while at the same time protecting the public health, safety, and welfare.

(c) To prepare and adopt an airport land use compatibility plan pursuant to Section 21675.

(d) To review the plans, regulations, and other actions of local agencies and airport operators pursuant to Section 21676.

(e) The powers of the commission shall in no way be construed to give the commission jurisdiction over the operation of any airport.

(f) In order to carry out its responsibilities, the commission may adopt rules and regulations consistent with this article.



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County of Monterey

Item No.4

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: APP 24-130

January 03, 2025

Introduced: 11/14/2024

Current Status: Appointment

Version: 1

Matter Type: Appointment

Central Coast Community Energy:

Appoint One (1) mayor to a shared seat for **Monterey Coastal Cities** by Del Rey Oaks, Seaside, Marina and Sand City for a term ending December 2026

Mayor Scott Donaldson appointed January 2023 - Term Expired December 2024; **Del Rey Oaks**

New Term: January 1, 2025 to December 31, 2026

ALTERNATE:

Appoint One (1) alternate to a shared seat for **Monterey Coastal Cities** by Del Rey Oaks, Seaside, Marina and Sand City for a term ending December 2026

Mayor Bruce Delgado appointed January 2023 - Term Expired December 2024; **Marina**

New Term: January 1, 2025 to December 31, 2026

VOTE BY THE FOLLOWING MONTEREY COASTAL CITIES:

Del Rey Oaks
Seaside
Marina
Sand City

Central Coast Community Energy

Appointment, Term, Vote, Quorum and Meeting Information

Appoint:

Appoint One (1) mayor or city representative to the subject commission representing **Salinas Valley Cities** Greenfield, Soledad and Gonzales (Shared Seat)

Appoint One (1) mayor or city representative to the subject commission representing **Monterey Peninsula Cities** (Southern area) Monterey, Carmel by the Sea and Pacific Grove (Shared Seat selected per an Agreement of the parties on a rotational appointment schedule)

Appoint One (1) mayor or city representative to the subject commission representing **Monterey Coastal Cities** (Northern area) Marina, Del Rey Oaks, Sand City and Seaside (Shared Seat selected per an Agreement of the parties on a rotational appointment schedule)

Term:

2 years (Shared Seat)

Vote by the City Selection Committee:

Sub-Vote by the following cities:

Salinas Valley Cities

Greenfield
Soledad
Gonzales

Monterey Peninsula Cities

Monterey
Carmel By the Sea
Pacific Grove

Monterey Coastal Cities

Del Rey Oaks
Seaside
Marina
Sand City

Quorum:

Three (3) **Salinas Valley Cities** vote quorum = Two (2)

Three (3) **Monterey Peninsula Cities** vote quorum = Two (2)

Four (4) **Monterey Coastal Cities** vote quorum = Three (3)

Meeting, Time and Place:

No meeting dates, location or times have been determined

**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 the Board(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	County of San Benito
City of Santa Cruz	City of Hollister
City of Watsonville	City of San Juan Bautista
City of Capitola	City of Morro Bay
City of Scotts Valley	City of San Luis Obispo
County of Monterey	City of Paso Robles
City of Salinas	City of Pismo Beach
City of Monterey	City of Grover Beach
City of Pacific Grove	City of Arroyo Grande
City of Carmel	County of Santa Barbara
City of Seaside	City of Santa Maria
City of Marina	City of Solvang
City of Sand City	City of Guadalupe
City of Soledad	City of Goleta
City of Greenfield	City of Carpinteria
City of Gonzales	City of Buellton
City of Del Rey Oaks	City of Atascadero

Exhibit C

Regional Allocation

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

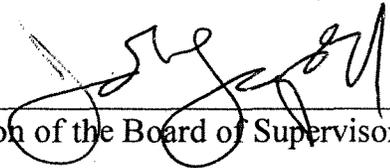
- i. One seat for Santa Cruz County;
- ii. One seat for Monterey County;
- iii. One seat for San Benito County;
- iv. One Seat for Santa Barbara County;
- v. One seat for the City of Santa Cruz;
- vi. One seat for the City of Salinas;
- vii. One seat for the City of Watsonville;
- viii. One seat for 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

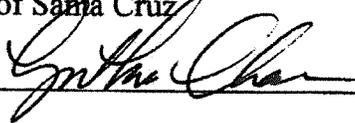
Monterey Bay Community Power Authority

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

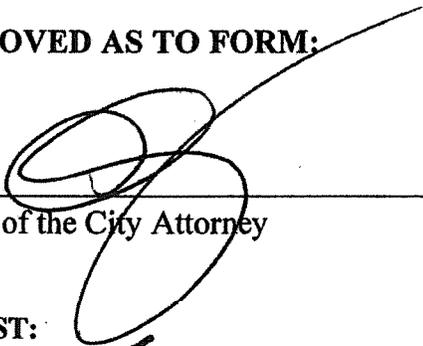
5/2/17
Date



City Manager

5/2/17
Date

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:

[Signature]
City Attorney

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

Signature Page

City of Scotts Valley

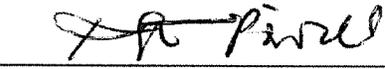


Randy Johnson, Mayor

2-15-2017

Date

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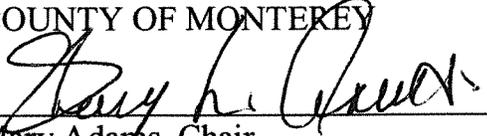


Kirsten Powell, City Attorney

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

Signature Page

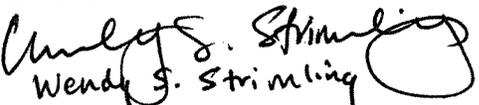
COUNTY OF MONTEREY



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

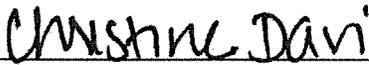


Chairperson of the Board of Supervisors/Mayor

5-24-17

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 Peace Grove

Bill Kamps

Mayor

4/20/17

Date

APPROVED AS TO FORM:

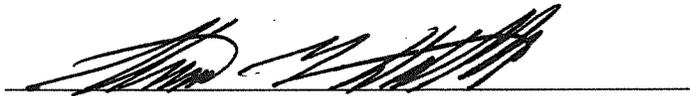
[Signature]

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



Chairperson of the Board of Supervisors/Mayor

5-5-17

Date

APPROVED AS TO FORM:



Office of the County Counsel/City Attorney

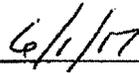
Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz and San Benito Counties

Signature Page

City of Seaside, California.



Mayor Ralph Rubio



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

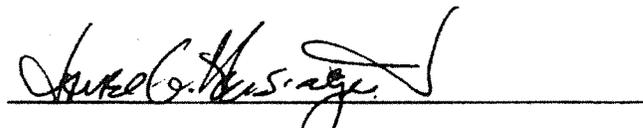


Mayor David K. Pendergrass



Date

APPROVED AS TO FORM:

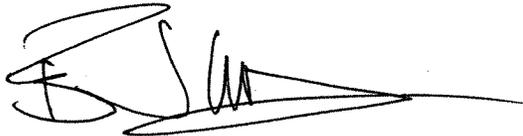


City Attorney Jim Heisinger

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

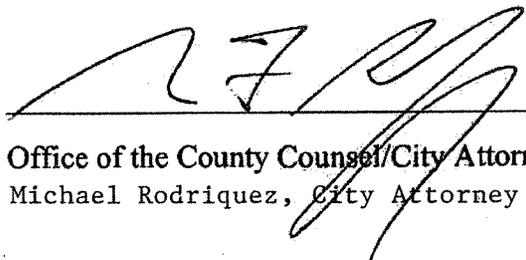
Signature Page

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 Rodriguez, 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

6/02/17
Date

APPROVED AS TO FORM:

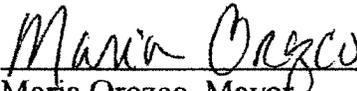


Office of the County Counsel/City Attorney

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

Signature Page

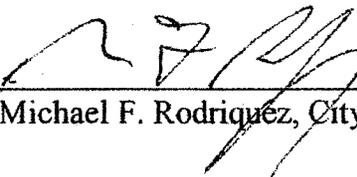
City of Gonzales



Maria Orozco, Mayor

5-1-17
Date

APPROVED AS TO FORM:



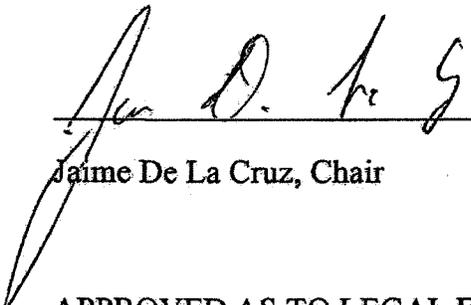
Michael F. Rodriguez, City Attorney

5-1-2017
Date

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

Signature Page

County of San Benito



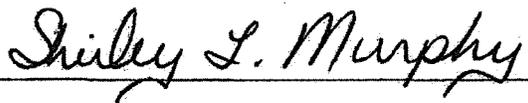
Jaime De La Cruz, Chair

2/7/17

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



Shirley L. Murphy, Deputy County Counsel

Feb. 3, 2017

Date

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

Signature Page

City of Hollister



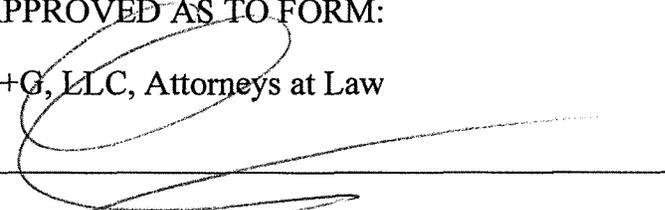
Ignacio Velazquez, Mayor

6-1-17

Date

APPROVED AS TO FORM:

L+G, LLC, Attorneys at Law



E. Soren Diaz, City Attorney

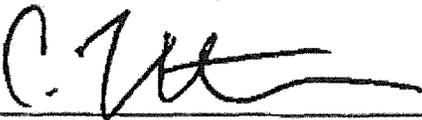
May 30, 2017

Date

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

Signature Page

City of San Juan Bautista

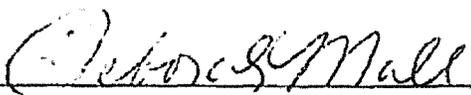


Chris Martorana, Mayor

May 30, 2017

Date

APPROVED AS TO FORM:



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:

[Signature]
Office of the City Attorney

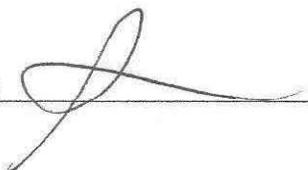
Monterey Bay Community Power Authority

Of

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

Signature Page

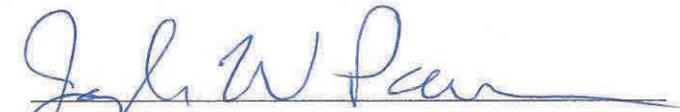
CITY OF MORRO BAY

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

COUNTY OF SANTA BARBARA:

By: Shahab Al-Guena
Deputy Clerk

By: Steve Lavagnino
STEVE LAVAGNINO
Chair, Board of Supervisors

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

BY: George Chapjian
GEORGE CHAPJIAN
Director, Community Services Department

By: [Signature]
Deputy Auditor- Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: [Signature]
Deputy County Counsel

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

By: [Signature]
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

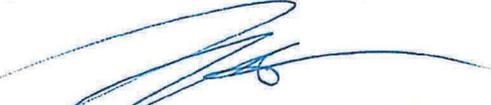
CITY OF SANTA MARIA

12/4/19
Date

Its:


Mayor / City Manager

APPROVED AS TO FORM:

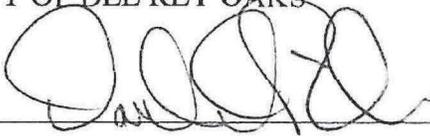


Office of the City Attorney

**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

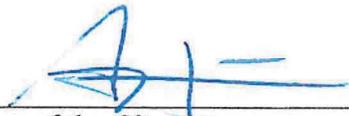
CITY OF DEL REY OAKS



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

Steve D. Martin

12-6-19
Date

Its: *Mayor*
Mayor / City Manager

APPROVED AS TO FORM:

King E. Skod

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 PISMO BEACH

DocuSigned by:

561A55223494438

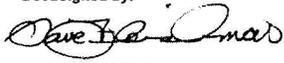
11/21/2019

Date

Its: James R.
Lewis

Mayor / City Manager

APPROVED AS TO FORM:

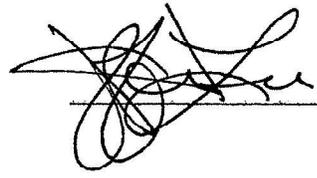
DocuSigned by:

04DEBB6DF47B4DA

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

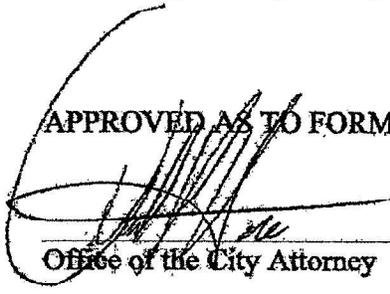
CITY OF GROVER BEACH



12/6/2019
Date

Its: MAYOR
Mayor / City Manager

APPROVED AS TO FORM:

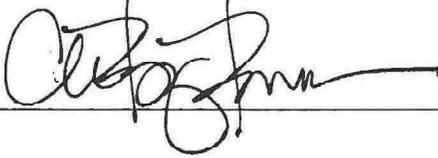


Office of the City Attorney

**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

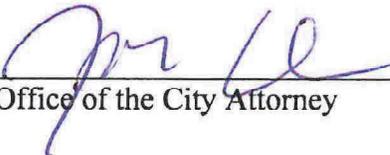
CITY OF ARROYO GRANDE



12/9/19
Date

Its: Mayor, Caren Bay 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

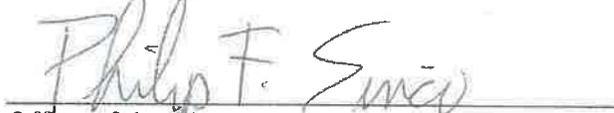
CITY OF GUADALUPE



12/5/19
Date

Its: City Administrator
Mayor / City Manager

APPROVED AS TO FORM:


Office of the City Attorney

1/20/17 as amended 12/5/18 and 12/4/19

**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

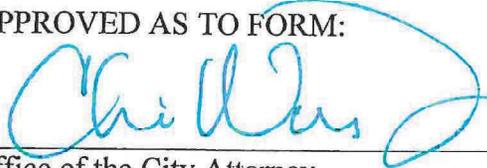
CITY OF SOLVANG

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

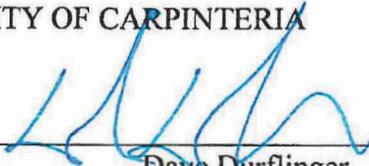
APPROVED AS TO FORM:


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:

[Signature]
Office of the City Attorney

**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:
Rachelle Rickard
B15FCC2C1DE64A1...

Rachelle Rickard

9/27/2022

Date

Its: City Manager

APPROVED AS TO FORM:

DocuSigned by:
Brian Pieirk
C56FEC4F59B54DF...

Office of the City Attorney

CENTRAL COAST COMMUNITY ENERGY OPERATING RULES AND REGULATIONS

ARTICLE I FORMATION

Central Coast Community Energy (the “Authority”) was established on February 21, 2017 pursuant to the execution of the Joint Exercise of Powers Agreement (the “JPA”) by the Counties of Monterey, Santa Cruz, and San Benito, and those cities and towns within the Counties of Monterey, Santa Cruz, and San Benito who become signatories to the JPA. The Initial Participants in the Authority who executed the JPA within 180 days of the establishment of the Authority are, as follows: County of Santa Cruz, County of Monterey, County of San Benito, and the Cities of Santa Cruz, Marina, Sand City, Seaside, Carmel, Monterey, Pacific Grove, Greenfield, Gonzales, Soledad, Hollister, San Juan Bautista, Capitola, Watsonville, Salinas and Scotts Valley.

The Authority’s membership was subsequently expanded in December 2019 and December 2020 to include the County of Santa Barbara and the cities of Arroyo Grande, Carpinteria, Del Rey Oaks, Goleta, Grover Beach, Guadalupe, Morro Bay, Paso Robles, Pismo Beach, San Luis Obispo, Santa Maria, and Solvang.

The Initial Participants and all subsequent members of the Authority are referred to as Party or Parties in these Operating Rules and Regulations (“Rules”). As defined by the JPA, these Rules consist of rules, regulations, policies, bylaws and procedures governing the operation of the Authority. The definition of terms used in these Rules shall be the same as contained in the JPA, unless otherwise expressly provided herein. If any provision of these Rules conflicts with the JPA, the JPA shall govern.

ARTICLE II PURPOSES

The Parties entered into the JPA for the purposes of reducing greenhouse gases, providing electric power to customers at affordable rates, carrying out programs to reduce fossil fuel energy consumption, stimulating and sustaining the local economy by lowering electric rates and creating local jobs and promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources. Pursuant to the JPA, the Authority was formed to study, promote, develop, conduct, operate, and manage energy programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. These programs include but are not limited to the establishment of a Community Choice Aggregation (“CCA”) Program, which is an electric service enterprise available to cities and counties pursuant to California Public Utilities Code Sections 331.1(c) and 366.2, in accordance with the terms of the JPA.

ARTICLE III OFFICES

Section 1. Principal Office. The principal office for the transaction of the business of the Authority shall be located at 70 Garden Court Suite 300 Monterey, CA 93940 or at such other future location that may be selected by the Chief Executive Officer (“CEO”) within the area where the Authority is qualified to do business subject to the approval of the Policy Board of Directors (“Policy Board”) of the Authority.

Section 2. Other Offices and Notice. The CEO may also establish one (1) or more subordinate offices at any place or places within the area where the Authority is qualified to do business subject to the approval of the Policy Board. Written notification shall be given within seven (7) days by the Secretary of the Authority to each Party of any change in the location of the principal office or any subordinate office.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Powers of Directors. Subject to the powers and limitations as provided by law, the JPA, or these Rules, all powers of the Authority shall be exercised, its property controlled and its affairs conducted by two governing bodies consisting of a Policy Board and an Operations Board of Directors of the Authority (individually referred to herein as a “Board,” and collectively, the “Boards”) as is further specified in the JPA.

Section 2. Board Authority. For the purpose of governing the Authority, and consistent with Article 3 of the JPA, the Policy Board shall have the authority to make all high-level decisions of the Authority and the Operations Board shall be empowered to manage the details of implementing all of those high-level decisions. The hierarchical organization chart of the Authority’s organizational structure including its lines of authority begins with the Policy Board at the top layer of governance and the Operations Board at the next level of governance. The Policy Board shall have the full authority to determine the scope, manner and means of all governing functions of the Authority, including but not limited to, the manner in which the Operations Board holds its meetings and performs its duties. The Policy Board shall govern the scope of the Authority’s activities and actions described in Sections 3.3.1 and 3.3.3 of the JPA and in all other sections of the JPA that require Policy Board approval. The Operations Board shall govern, subject to the Policy Board’s direction, the scope of the Authority’s activities and actions described in Sections 3.3.2 and 3.3.4 of the JPA. The Operations Board shall perform its duties according to the parameters set forth by the Policy Board. Joint approval of the Boards shall be required solely for the scope of activities and actions that require joint approval in Section 3.3.5 of the JPA, which relates to litigation related matters of the Authority. The Policy Board shall be empowered to modify any action taken by the Operations Board in the furtherance of the Policy Board’s oversight and decision-making role as the top level of governance of the Authority. The Boards shall be entitled to rely upon the opinion of the Authority’s General Counsel to determine whether their actions comply with the guidelines, rules and intent of the JPA and these Rules.

Section 3. Board Liaisons and Coordination. Each Board shall designate a representative (“Board Liaison”) to attend the other Board’s meetings to clarify any recommendations and decisions already executed by the other Board. Each Board Liaison shall present a report on its Board’s most recent prior activities to the other Board as a regular standing agenda item. In all matters, the Board Liaisons, Chairs, CEO and General Counsel shall ensure the Boards are well-aligned around their respective roles and responsibilities.

Section 4. Appointments. The governing body of each Party shall appoint and designate in writing to the Authority one regular Director for the Policy Board and one regular Director for the Operations Board who shall be authorized to act for and on behalf of the Party on all matters within the power of the Authority. The governing body of each Party also shall appoint and designate in writing to the Authority one alternate Director for the Policy Board and one alternate Director for the Operations Board who may vote on all matters when the regular Director is absent for its applicable Board meeting. The Authority shall be listed by each governing body in its Rules of Procedure for appointing regular and alternate members of local agencies, and such rules shall comply with the requirements of the JPA. All regular Directors and alternate Directors of the Boards shall be appointed according to the formula required by Article 3 of the JPA. The Parties shall notify the Secretary of the Authority, in writing, of all such appointments within thirty days thereof. On an annual basis in February, the governing body of each Party shall, in writing, confirm the appointment of their Director and alternate Director.

Section 5. Terms. Under Section 3.1.4 of the JPA, the Policy and Operations Boards’ seats include one each for the member Counties, with the remaining seats based on a regional allocation by each Party’s population size so long as the JPA maintains more than eleven member agencies. Subject to this

membership threshold minimum, each Party with a population of 50,000 and above shall be allocated one seat with no term limits. Each Party with a population below 50,000, shall be allocated a shared board seat on a sub-regional basis, as set forth in Exhibit C of the JPA, as determined by agreement among the Parties sharing the seat or through the City Selection Committee in the respective County. Any agreements among the Parties sharing a seat must comply with the terms and intent of the JPA and these Rules. Directors in shared Board seats shall serve two-year terms of office, but may be reappointed by their appointing Party and serve multiple terms. When a shared Board seat is vacant on the Board due to an expired term, the termed out Board member can continue to serve until a new appointment is made.

Section 6. Resignation. Any Director may resign at any time by giving written notice of such resignation to the Secretary of the Authority. Such resignation shall be effective at the time specified, and acceptance of such resignation shall not be necessary to make it effective.

Section 7. Removal. Under Section 3.1.1 of the JPA, each Director shall serve at the pleasure of the governing body of their Party, and may be removed or replaced, with or without cause, by the respective governing body of the Party at any time.

Section 8. Withdrawal/Expulsion. Directors who represent Parties which withdraw or are expelled as Parties to the JPA shall be removed as members of the Board and all committees.

Section 9. Removal of Board Members for Cause. A Director may be removed by their respective Board for cause. Cause shall be defined for the purposes of this section as follows:

- a. For the Operations Board, absence from three Board meetings in any year or two consecutive Board meetings.
- b. For the Policy Board, absence from two Board meetings in any year.
- c. Unauthorized disclosure of confidential information or documents from a closed session or the unauthorized disclosure of customer confidential information in violation of the Authority's Customer Confidential Information Policy or information or documents provided to the Director on a confidential basis and whose public disclosure would violate California law, California Public Utility Commission regulations, or may be harmful to the interests of the Authority.

Written notice shall be provided to the Director proposed for removal and the governing body that appointed such Director at least thirty days prior to the meeting at which the proposed removal will be considered by the Board. The notice shall state the grounds for removal, a brief summary of the supporting facts, and the date of the scheduled hearing on the removal. The Director proposed for removal shall be given an opportunity to be heard at the removal hearing and to submit any supporting oral or written evidence. A Director shall not be removed for cause from the Board unless two-thirds of all Directors of their respective Board (excluding the Director subject to removal) vote in favor of the removal.

Section 10. Vacancies and Process for Non-Compliance. If at any time a vacancy occurs on the Board, for whatever reason, the respective Party shall appoint a replacement to fill the position of the previous Director within ninety (90) days of the date that such position becomes vacant. In the event a Party fails to seat a Director as required by the JPA and these Rules, the Authority shall notify the representative for the Party. If a shared-seat Party continues to be in non-compliance for more than thirty (30) days after this notification, the Authority shall either notify: (i.) the Parties sharing the seat to require they take action appoint a new Director and alternate Director pursuant to their agreement, or; (ii.) the City Selection Committee for the shared seat as allocated in Exhibit C of the JPA and the City Selection Committee shall appoint a new Director and alternate Director to serve on the Board. If a non-shared seat Party continues to be in non-compliance for more than thirty (30) days after the notification, the Authority shall notify the governing body of the Party at the governing body's next regular or special meeting, and such governing body shall fix the non-compliance by its subsequent meeting.

Section 11. Participation by Non-Seated Shared-Seat Parties. A Non-Seated Party is a Party that shares a

seat pursuant to the regional allocation set forth in Exhibit C of the JPA, but is not currently seated as a Director pursuant to either the agreement among the parties sharing the seat or through the City Selection Committee. A Non-Seated Party's governing board may, but is not required to, appoint a Limited Member to the Policy and Operations Boards. The Non-Seated Parties shall notify the Secretary of the Authority, in writing, of all such Limited Member appointments within thirty days thereof.

The Limited Member may participate in the discussion of any item on the Boards' open session agenda. The Limited Member may not: (i.) count toward a quorum for Brown Act or voting purposes; (ii.) serve as an Officer of the Boards or the Authority; (iii.) make or second a motion on an item before the Board; (iv.) vote on any item before the Board; (v.) attend or participate in closed session agenda items; (vi.) serve on the CEO's Energy Risk Management Committee, or; (vii.) participate or take action in any manner not expressly authorized in these rules.

Limited Members are not intended to evolve into full Director positions except as may occur the appointment procedure in Article 3 of the JPA. Limited membership is not intended to, and shall not, extend beyond Non-Seated Parties.

ARTICLE V AUTHORITY PARTICIPATION

Section 1. Addition of Parties. Under Section 2.4.14 of the JPA, the Authority is authorized to permit additional Parties to join the JPA after the Effective Date. Approval of the Policy Board shall be required prior to accepting a new Party to the JPA. Subject to a two-thirds vote of the Policy Board, as required by Sections 3.7.1 and 7.4 of the JPA to amend the JPA, including the requirement to provide prior notice to all Parties before such vote occurs, other incorporated municipalities and counties may become Parties upon (a) the adoption of a resolution by the governing body of such incorporated municipality or such county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption, by an affirmative vote of the Policy Board of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(10) and execution of the JPA and other necessary program agreements by the incorporated municipality or county, (d) payment of the membership dues, if any, and (e) satisfaction of any conditions established by the Policy Board.

Section 2. Board Seats. New Board seats for an additional Party or Parties shall be allocated as set forth in Section 3.1.4 of the JPA.

ARTICLE VI DUTIES OF OFFICERS AND TERMS OF OFFICE

Section 1. Chair. The duties of each Board Chair shall be to preside over its Board's meetings, sign all resolutions, contracts and correspondence adopted or authorized by the Board that they represent, act as a liaison between the Board and the CEO to help ensure the Board's directives and resolutions are carried out, lead the Board to carry out its governance functions and ensure the Board has approved policies to help ensure sound and compliant governance and management of the Authority.

Section 2. Vice-Chair. The duties of each Board Vice-Chair shall be to perform the duties of Chair in the absence of such officer.

Section 3. Terms. Under Section 3.9 of the JPA, the Chair and Vice-Chair shall serve one year term, but there shall be no limit on the number of terms held by either the Chair or Vice-Chair.

Section 4. Initial Terms of Office. Notwithstanding the one-year term generally established for the Chair and Vice-Chair above, the terms of the initial Chair and Vice-Chair elected by the Boards shall not expire until the annual meeting of each Board pursuant to Sections 2 and 3 of Article VIII of these Rules, respectively.

Section 5. Treasurer. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all the duties and responsibilities specified in Cal. Gov. Code Section 6505.5 governing Joint Powers Authorities. The Policy Board may require the Treasurer and/or Auditor to file with the Authority an official bond in an amount to be fixed by the Policy Board, and if so requested, the Authority shall pay the cost of premiums associated with the bond. The Treasurer shall report directly to the Policy Board and shall comply with the requirements of treasurers of incorporated municipalities. The positions of Treasurer and Auditor may be combined into one position known as the Treasurer/Auditor of the Authority. Neither the Treasurer nor the Auditor needs to be a Director. There shall be no term limits for the Treasurer or Auditor. The Policy Board may transfer the responsibilities of the Treasurer and Auditor to any person or entity permitted by law.

Section 6. Secretary. Each Board shall have a Secretary who will be responsible for keeping the minutes of all meetings of its Board and all other official records of the Authority. The Secretary does not need to be a Director. If the Secretary appointed is an employee of the Authority, that employee may serve as Secretary of both Boards. There shall be no term limits for the Secretary. As used herein, the term “Secretary” shall be synonymous with the term “Board Clerk.”

Section 7. Removal. An officer of the Board shall be subject to removal with or without cause at any time by a majority vote of the entire Board that he or she represents or, in the case of the Operations Board, by a majority vote of the Policy Board.

Section 8. Ethics Training Legal Compliance. Pursuant to Cal. Gov. Code Section 53235, all Board members that desire to seek reimbursement for Authority related travels expenses in accordance with the Authority’s reimbursement policy shall complete at least two hours of training in general ethics principles and ethics laws (“AB 1234 ethics training”) relevant to his or her public service every two years. Board members may satisfy this requirement by completing the Fair Political Practices Commission (“FPPC”) online 1234 Local Ethics Training program and submitting the Certification of Completion to the Board Clerk.

Section 9. Statements of Economic Interest. Each Director shall comply with the Authority’s Conflict of Interest Code, fully respond to all requests from Authority staff in regard to conflict of interest issues that may arise and timely submit all applicable forms, including Statements of Economic Interest (Form 700), Assuming, Annual, and Leaving Office Statements with the Board Clerk. The Board Clerk shall make and retain copies of these forms in compliance with applicable law and the Authority’s Conflict of Interest Code.

ARTICLE VII COMMITTEES

Section 1. Committees. Committees shall be standing or special (“ad hoc”) and may be appointed by either a majority vote of either Board or the Board’s Chair (“appointing committee”). Each committee shall exercise such power and carry out such functions as are delegated to it at the time of appointment. Except as otherwise provided by the JPA, these Rules, or the appointing committee, such committees shall be advisory only and are subject to the control and direction of the appointing committee. Except as may otherwise be provided for in the JPA or these Rules, any expenditure of funds by a committee shall require prior approval from the appointing committee. All committees shall meet on an “as needed” basis, either in person or by teleconference, and shall report the outcome of such meetings during the next regular meeting of the Board.

Section 2. Community Advisory Council. The Community Advisory Council (“CAC”) shall be a standing committee comprised of fifteen members, representing customers and stakeholders from within the area where the Authority is qualified to do business, formed to advise the Policy and Operations Boards. The term of service of each CAC member will be three years and CAC members can serve only two terms; regardless of the foregoing, the initial terms of the CAC members shall vary from one to three years based on a random selection process in order to allow for staggered appointments. On an ongoing basis, the Authority’s staff shall accept and solicit nominations from citizens that reside or work within the Authority’s territory to become a member of the CAC. A list of all CAC member applicants by geography, skills and association, along with copies of all completed applications, shall be provided to an ad hoc subcommittee of the Policy Board comprised of the Policy Board’s members that represent each county within the area where the Authority is qualified to do business. At the Policy Board’s annual meeting in September of each year, the CAC members shall be selected by a majority of the persons entitled to vote at a meeting at which a quorum is present of the Policy Board. The CAC Chair, or designee, will be the liaison between the Policy Board, Operations Board and the CAC and to the extent requested by each Board subject to the limits of the JPA and applicable law. The CAC shall provide feedback to the Authority on proposals and recommendations and policies as directed by the Boards and the CAC’s by-laws. The bylaws of the CAC shall be drafted by the seated CAC members. Prior to becoming effective, the scope and bylaws of the CAC, including any amendments thereto, must be approved by a majority of the persons entitled to vote at a meeting at which a quorum is present by both Boards during their respective meetings.

Section 3. Audit and Finance Committee. The Boards’ Audit and Finance Committee (“AF Committee”) shall be a permanent standing committee. The AF Committee shall consist of up to five voting members made up of Directors from the Boards. All members of the AF Committee shall be: (1) generally knowledgeable about governmental accounting and finance issues and (2) selected by the Chair of the Policy Board. The purpose of the AF Committee is primarily to provide financial oversight for the Authority. The AF Committee shall meet quarterly, and as needed. AF Committee members shall serve two, three-year terms. The AF Committee shall have the following duties:

- a. Advise and work with the Authority’s staff on budgeting, audits, financial planning/reporting, internal controls, accountability policies and investments.
- b. Review the proposed annual budget of the Authority prior to presentation to the Policy Board.
- c. Provide oversight of the preparation of the annual audit of the Authority's financial statements and review the completed audit reports for clarity, soundness and potential issues prior to the Policy Board’s review.
- d. Recommend policies and procedures on financial matters to the Policy Board.
- e. Be available to review the proposed budget or any financial transactions that might require an in-depth review prior to the Policy Board’s approval.
- f. Perform other duties as assigned by the Policy Board.
- g. Delegate any of these duties and responsibilities as it deems appropriate.

Section 4. Executive Committee. The Boards’ Executive Committee shall be a permanent standing committee. The Executive Committee shall consist of up to seven voting members made up of Directors from the Boards. All members of the Executive Committee shall be selected by the Chair of the Policy Board. The purpose of the Executive Committee is primarily to provide general oversight for the Authority. The Executive Committee shall meet quarterly, and as needed. Executive Committee members shall serve two, three-year terms. The Executive Committee shall have the following duties:

- a. Advise and work with the Authority’s staff to review significant or urgent organizational issues and make initial recommendations for action to the full Policy or Operations Board as may be appropriate.
- b. Perform other duties as assigned by the Policy Board.

ARTICLE VIII MEETINGS

Section 1. Regular Meetings. Regular meetings of the Boards shall be held at such day, time, and place as the Boards may determine subject to any general directives set by the Policy Board.

Section 2. Annual Meeting of Policy Board. The Policy Board shall hold an annual organizational meeting in September of each year beginning in 2020. The meeting will qualify as a "regular" meeting pursuant to the JPA, but will include annual organizational matters. This annual meeting shall include on its agenda the election of Board Officers, the installation of new Directors (if any), appointment of a Board Liaison, appointment of new CAC members, establishment of the Policy Board's next year's meeting schedule and the transaction of other business.

Section 3. Annual Meetings of Operations Board. The Operations Board shall hold an annual organizational meeting in September of each year beginning in 2020. The meeting will qualify as a "regular" meeting pursuant to the JPA, but will include annual organizational matters. This annual meeting shall include on its agenda the election of Board Officers, the installation of new Directors (if any), the appointment of its Board Liaison, establishment of the Operations Board's next year's meeting schedule and the transaction of other business.

Section 4. Annual Joint Meeting of Policy and Operations Boards and CAC. The Policy and Operations Boards, along with the CAC shall hold an annual joint meeting in September of each year beginning in 2020. This annual joint meeting shall include on its agenda speakers and presentations providing an overview of CCCE's programs, operations, accomplishments, goals, and a detailed budget presentation. No action shall be taken at the at the annual Joint Meeting.

Section 5. Special Meetings. Per Section 54956 of Cal. Gov. Code and the JPA, special meetings may be called by the Chair of the respective Board or by a majority of the members of the respective Board by delivering notice personally, or by any other means, to each member of its Board and to each local newspaper of general circulation, radio or television station who has requested such notice in writing. The notice shall be received at least twenty-four (24) hours before the time of the meeting as specified in the notice, except for emergency meetings held in compliance with Section 54956.5 of Cal. Gov. Code. The notice for special meetings shall specify the time and place of the special meeting and the business to be transacted or discussed, and no other business shall be considered at such meetings. A Board member may, at or prior to the time of the special meeting, file a written waiver of notice with the Secretary of the Authority. The Board Clerk will ensure that a December date is reserved for a potential Special Meeting pursuant to this section in order to facilitate a quorum if such a special meeting becomes necessary.

Section 6. Notices of Meetings. Notices of the time and place of any regular meeting for which notice is required by law or these Rules shall be delivered personally, or by any other means, to each Director utilizing the contact information as shown on the records of the Authority.

Section 7. Adjournment of Meetings. The Board may adjourn any regular, special or adjourned special meeting to a time and place specified in the order of adjournment, provided that the provisions of Section 54955 of Cal. Gov. Code are complied with by the Board.

Section 8. Posting of Agendas. In accordance with The Ralph M. Brown Act ("Brown Act"), the Board shall post agendas of all regular meetings, containing a brief general description of each item of business to be transacted or discussed at the meeting, at least seventy-two (72) hours before such regular meeting. The Board shall post agendas of all special meetings at least twenty-four (24) hours in advance of such special meeting. The agenda shall specify the time and location of the meeting and shall be posted in a location that is freely accessible to members of the public for the twenty-four (24) hours or seventy-

two (72) hours prior to the meeting, as applicable. No action shall be taken on any item not appearing on such posted agendas, except as provided by Cal. Gov. Code Sections 54954.2 and 54954.3.

Section 9. Opportunity for Public to Address the Board. Per Cal. Gov. Code Section 54954.3, each agenda for a regular meeting shall provide an opportunity for members of the public to address the Board directly on matters of interest to the public, provided that such matters are within the subject matter jurisdiction of the Board, and provided that no action shall be taken by the Board on any item arising out of such speeches unless the matter already appears on the agenda. The Chair or majority vote of the Board may adopt reasonable regulations which limit the total amount of time allotted for public speakers and for each individual speaker.

Section 10. Additional Guidance. Except as provided in (i) the JPA, (ii) these Rules, and (iii) the Brown Act, as amended, meetings of the Board shall be conducted pursuant to the Robert's Rules of Order, as amended.

ARTICLE IX

REIMBURSEMENT FOR TRAVEL EXPENSES

In accordance with Section 3.6 of the JPA, the Board has adopted a policy that allows reimbursement by the Authority of expenses incurred by their respective Directors outside of regular or special meetings of their Board duties. Members of the Boards shall be reimbursed for all reasonable and necessary travel expenses when required or incurred by those persons in attending events and conferences on behalf of the Authority. Reimbursable expenses shall include all charges for meals, lodging, air fare and costs of travel by automobile at the rate per mile allowed as a business expense by the Internal Revenue Service. The Treasurer-Auditor, upon approval of the CEO, shall be authorized to pay all such expenses deemed reasonable and necessary so long as sufficient funds have been budgeted therefor. Payments for amounts in excess of that budgeted must be approved by the Policy Board. The Authority shall reimburse a Board Member any reasonable and necessary travel expenses incurred for the member to attend a non-Authority Board meeting, and *only if* that member's sole purpose is to attend on behalf of the Authority. *As used in this Article IX, the term "reasonable and necessary" is defined as those expenses which the Board member would not have incurred in performing the normal business of its Party's governing body.*

ARTICLE X

VOTING

Section 1. Voting. Voting on Board matters shall be held in accordance with the requirements of Section 3.7 of the JPA and these Rules.

Section 2. Notice for Contributions. A Board shall provide at least 45 days prior written notice to each Party before considering a program or activity for adoption at a Board meeting that requires financial contributions by individual Parties. Such notice shall be provided to the governing body and the chief administrative officer, city manager or town manager of each Party. A Board also shall provide written notice of such program or activity adoption to the above-described officials of each Party within 5 days after the Board adopts the program or activity. Any Party voting against the approval of such program or activity may elect to opt-out of participation in the program or activity by providing written notice of this election to the Board within 30 days after the program or activity is approved by the Board. Upon timely exercising its opt-out election, a Party shall not have any financial obligation or any liability whatsoever for the conduct or operation of such program or activity.

ARTICLE XI

DELEGATION OF AUTHORITY TO IMPLEMENT SUPPORT POLICY

Section 1. Delegation of Authority to Chief Executive Officer. The Chief Executive Officer of the Authority shall have the authority to take action to support or oppose legislation or other initiatives and to take necessary action to provide that support or opposition consistent with the Authority's mission when

all of the following conditions are met:

- a. The legislation or other initiative is directly related to, and consistent with Authority's mission.
- b. Due to time constraints, bringing the matter to the Policy Board at its next scheduled meeting is not practical
- c. Calling a special meeting to address the matter is neither practical nor appropriate under the circumstances.
- d. The Chief Executive Officer has investigated the positions of other California CCAs and understands the range of opinions on the legislation or initiative and has considered those opinions in determining whether and how to take a position.
- e. The Chief Executive Officer has conferred with the Chair of the Policy Board and both the Chief Executive Officer and the Chair agree that: (a) the position that the Chief Executive Officer intends to take is consistent with the mission of the Authority; (b) bringing the matter to the Policy Board at its next scheduled meeting or at a special meeting is not practical or appropriate under the circumstances; and (c) taking the position without a vote of the Policy Board is appropriate under the circumstances.
- f. The Chief Executive Officer reports any position taken at the next regularly scheduled Policy Board meeting as part of the Chief Executive Officer Report.

ARTICLE XII

ACCOUNTS AND RECORDS

Section 1. Fiscal Year. According to the power provided under Section 5.1 of the JPA, the Authority selected as its fiscal year the 12 months commencing on October 1.

Section 2. Budget. The Authority staff shall prepare an annual budget in August of each year that shall delineate revenues, expenses, and capital expenditures of the Authority. Under Section 5.3.1 of the JPA and these Rules, the Policy Board shall adopt an operating budget for the Authority prior to the start of each fiscal year. The Policy Board shall annually, on or before the first day of the Authority's fiscal year, adopt a budget showing each of the purposes for which the Authority will need money and the estimated amount of money that will be needed for each such purpose for the ensuing fiscal year. The Policy Board shall ensure that a complete and accurate system of accounting of the Authority's funds shall be maintained at all times consistent with established accounting procedures and practices. The Policy Board has the authority to delegate certain duties as it deems appropriate.

Section 3. Funds and Accounts. The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by the Policy Board.

Section 4. Treasurer's Report. The Treasurer, 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Policy Board.

Section 5. Annual Audit. The Policy Board shall provide for a certified, annual audit of the accounts and records of the Authority which audit shall conform to generally accepted auditing standards. When such an audit of the accounts and records is made by a certified public accountant, such report shall be reviewed and approved by the Policy Board.

ARTICLE XIII

LIMITATION OF AUTHORITY'S LIABILITY

No Director, Party or Officer shall make or incur any debt or liability in the name of the Authority or on its behalf unless such debt or liability is authorized by the Chair or Vice Chair of the Policy Board and is not inconsistent with the JPA and these Rules.

ARTICLE XIV
DEBTS, LIABILITIES AND OBLIGATIONS

As provided by Section 2.2 of the JPA, the debts, liabilities and 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.

ARTICLE XV
INVESTMENTS

The Treasurer may invest money not required for the immediate necessities of the Authority, as directed by the Policy Board, as provided by Cal. Gov. Code Section 53601.

ARTICLE XVI
EXPULSION

Member Entities may be expelled from the Authority as provided in the JPA.

ARTICLE XVII
MISCELLANEOUS

Section 1. Agents and Representatives. The Boards may appoint such agents and representatives of the Authority, with such power and to perform such acts or duties on behalf of the Authority, as the Boards may see fit, so far as may be consistent with the JPA, these Rules and applicable laws.

Section 2. Contracts. Except as otherwise provided in these Rules, the Boards may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and such authority may be general or confined to a specific instance. Unless so authorized by the Boards, no officer, agent or employee shall have any power or authority to bind the Authority by any contract or engagement, nor to pledge its credit, nor to render it liable for any purpose or to any amount.

ARTICLE XVIII
AMENDMENTS

These Rules may be amended by a majority vote of the full membership of the Policy Board but only after such amendment has been proposed at a regular meeting and acted upon at the next or later regular meeting of the Policy Board for final adoption. The proposed amendment shall not be finally acted upon unless all members of the Policy Board have received written notice of the amendment at least 10 days prior to the date of the meeting at which final action on the amendment is to be taken. The notice shall include the full text of the proposed amendment.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on _____ ("Effective Date") by and between the City of Pacific Grove, City of Monterey and City of Carmel by the Sea., The three cities shall be collectively referred to as the "Parties" and individually as a "Party".

RECITALS

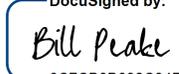
- A. As a public agency, Central Coast Community Energy (3CE) is governed by a Policy Board and an Operational Board comprised of elected officials, city managers and city administrators. This governing structure assures that the voices from each city and county served by 3CE will have a seat at the table when important decision regarding 3CE policies and operations are being made.
- B. The 3CE Policy Board and Operational Board are shared seats by the Parties.
- C. Each board seat shall have a designated primary and alternate designee appointed to 3CE by January 1st every other year.
- D. Appointments will be held for 2-year terms.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties hereby agree as follows:

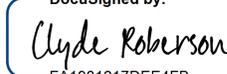
- 1. Purpose. The purpose of this MOU, includes but is not limited to, allowing the Parties to agree to a rotational appointment schedule, further described in Exhibit A for naming elected officials, city managers and city administrators to the 3CE Policy Board and Operational Board shared seats. ("Purpose")
- 2. Term. This MOU may only be terminated by mutual written agreement.
- 3. Amendments. This MOU may only be amended by writing signed by all Parties.

ACKNOWLEDGED AND AGREED:

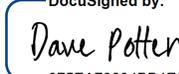
City of Pacific Grove

DocuSigned by:

 By: _____
6C7CB8B632C34D9...
 Name: Bill Peake
 Title: Mayor

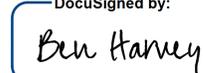
City of Monterey

DocuSigned by:

 By: _____
FA1981217DEE4FB...
 Name: Clyde Roberson
 Title: Mayor

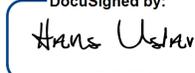
City of Carmel by the Sea

DocuSigned by:

 By: _____
875EA73294BB4E6...
 Name: Dave Potter
 Title: Mayor

City of Pacific Grove

DocuSigned by:

 By: _____
9C3326509B8F4CA...
 Name: Ben Harvey
 Title: City Manager

City of Monterey

DocuSigned by:

 By: _____
6892AD3E4790433...
 Name: Hans Uslar
 Title: City Manager

City of Carmel by the Sea

DocuSigned by:

 By: _____
3CB46BD90EF2440...
 Name: Chip Rerig
 Title: City Manager

EXHIBIT A – 3CE Shared Seats Rotational Schedule

1. Policy Board. Each cycle is two years duration and filled by an elected official. Return to Cycle 1 after Cycle 3 completes.

Cycle 1

Policy Board Primary - Monterey
Policy Board Alternate - Pacific Grove
Policy Board At Large – Carmel by the Sea

Cycle 2

Policy Board Primary – Pacific Grove
Policy Board Alternate - Carmel by the Sea
Policy Board At Large – Monterey

Cycle 3

Policy Board Primary - Carmel by the Sea
Policy Board Alternate - Monterey
Policy Board At Large – Pacific Grove

2. Operational Board. Each cycle is two years duration and is filled by city managers or city administrators. Return to Cycle 1 after Cycle 3 completes.

Cycle 1

Operational Board Primary - Monterey
Operational Board Alternate - Carmel by the Sea
Operational Board At Large – Pacific Grove

Cycle 2

Operational Board Primary – Carmel by the Sea
Operational Board Alternate - Pacific Grove
Operational Board At Large – Monterey

Cycle 3

Operational Board Primary - Pacific Grove
Operational Board Alternate - Monterey
Operational Board At Large – Carmel by the sea

3. Starting Point. Policy Board appointment to the 2021-2022 term shall start on Cycle 2 based on previous 2-year appointment. Operational Board appointment to the 2021-2022 term shall start on Cycle 2 based on previous 2-year appointment.



County of Monterey

Item No.5

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: APP 24-131

January 03, 2025

Introduced: 11/14/2024

Current Status: Appointment

Version: 1

Matter Type: Appointment

Central Coast Community Energy:

Appoint One (1) mayor to a shared seat for Salinas Valley Cities by Greenfield, Soledad and Gonzales for a term ending December 2026

Mayor Jose L.Rios appointed January 6, 2023 - Term Expiration December 2024; **Gonzales**

New Term: January 1, 2025 to December 31, 2026

ALTERNATE:

Appoint One (1) alternate to a shared seat for Salinas Valley Cities by Greenfield, Soledad and Gonzales for a term ending December 2026

Mayor Robert White appointed January 6, 2023 - Term Expiration December 2024; **Greenfield**

New Term: January 1, 2025 to December 31, 2026

VOTE BY THE FOLLOWING SALINAS VALLEY CITIES:

Gonzales
Soledad
Greenfield

Central Coast Community Energy

Appointment, Term, Vote, Quorum and Meeting Information

Appoint:

Appoint One (1) mayor or city representative to the subject commission representing **Salinas Valley Cities** Greenfield, Soledad and Gonzales (Shared Seat)

Appoint One (1) mayor or city representative to the subject commission representing **Monterey Peninsula Cities** (Southern area) Monterey, Carmel by the Sea and Pacific Grove (Shared Seat selected per an Agreement of the parties on a rotational appointment schedule)

Appoint One (1) mayor or city representative to the subject commission representing **Monterey Coastal Cities** (Northern area) Marina, Del Rey Oaks, Sand City and Seaside (Shared Seat selected per an Agreement of the parties on a rotational appointment schedule)

Term:

2 years (Shared Seat)

Vote by the City Selection Committee:

Sub-Vote by the following cities:

Salinas Valley Cities

Greenfield
Soledad
Gonzales

Monterey Peninsula Cities

Monterey
Carmel By the Sea
Pacific Grove

Monterey Coastal Cities

Del Rey Oaks
Seaside
Marina
Sand City

Quorum:

Three (3) **Salinas Valley Cities** vote quorum = Two (2)

Three (3) **Monterey Peninsula Cities** vote quorum = Two (2)

Four (4) **Monterey Coastal Cities** vote quorum = Three (3)

Meeting, Time and Place:

No meeting dates, location or times have been determined

**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 the Board(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	County of San Benito
City of Santa Cruz	City of Hollister
City of Watsonville	City of San Juan Bautista
City of Capitola	City of Morro Bay
City of Scotts Valley	City of San Luis Obispo
County of Monterey	City of Paso Robles
City of Salinas	City of Pismo Beach
City of Monterey	City of Grover Beach
City of Pacific Grove	City of Arroyo Grande
City of Carmel	County of Santa Barbara
City of Seaside	City of Santa Maria
City of Marina	City of Solvang
City of Sand City	City of Guadalupe
City of Soledad	City of Goleta
City of Greenfield	City of Carpinteria
City of Gonzales	City of Buellton
City of Del Rey Oaks	City of Atascadero

Exhibit C

Regional Allocation

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

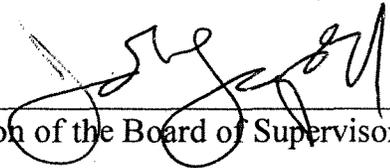
- i. One seat for Santa Cruz County;
- ii. One seat for Monterey County;
- iii. One seat for San Benito County;
- iv. One Seat for Santa Barbara County;
- v. One seat for the City of Santa Cruz;
- vi. One seat for the City of Salinas;
- vii. One seat for the City of Watsonville;
- viii. One seat for 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

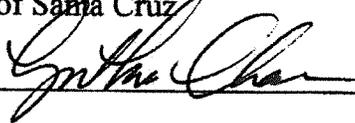
Monterey Bay Community Power Authority

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

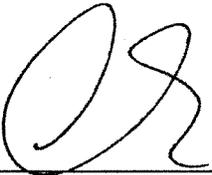
Signature Page

City of Watsonville



Mayor

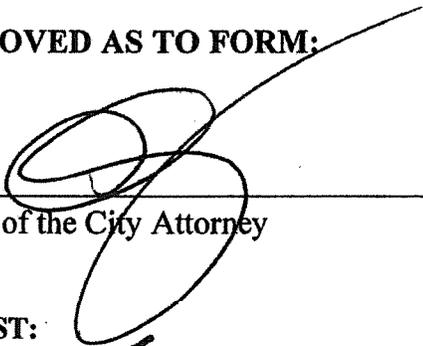
5/2/17
Date



City Manager

5/2/17
Date

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:

[Signature]
City Attorney

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

Signature Page

City of Scotts Valley

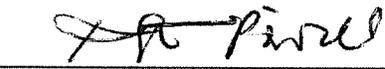


Randy Johnson, Mayor

2-15-2017

Date

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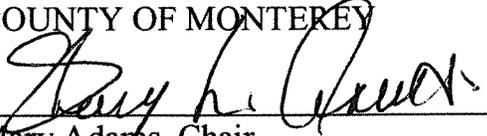


Kirsten Powell, City Attorney

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

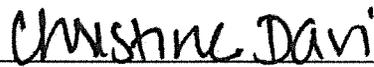


Chairperson of the Board of Supervisors/Mayor

5-24-17

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 Kamps

Mayor

4/20/17

Date

APPROVED AS TO FORM:

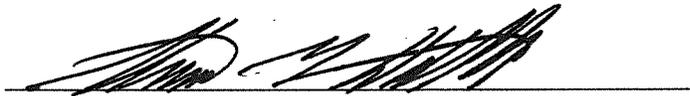
[Signature]

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



Chairperson of the Board of Supervisors/Mayor

5-5-17

Date

APPROVED AS TO FORM:



Office of the County Counsel/City Attorney

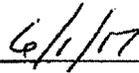
Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz and San Benito Counties

Signature Page

City of Seaside, California.

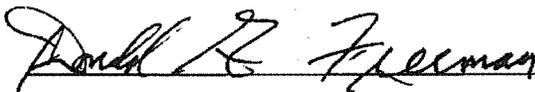


Mayor Ralph Rubio



Date

APPROVED AS TO FORM:



Don Freeman, City Attorney

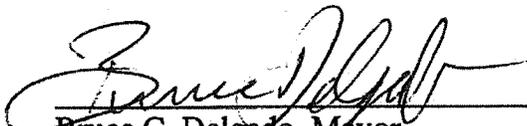
Monterey Bay Community Power Authority

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

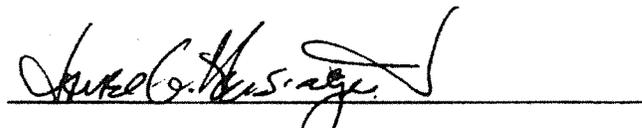


Mayor David K. Pendergrass



Date

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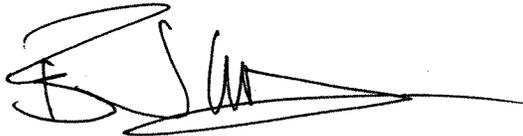


City Attorney Jim Heisinger

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

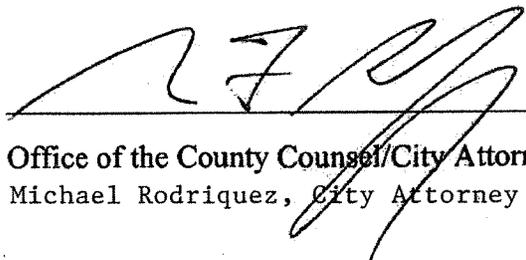
Signature Page

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 Rodriguez, 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

6/02/17
Date

APPROVED AS TO FORM:

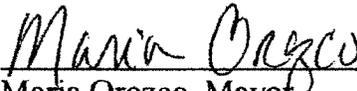


Office of the County Counsel/City Attorney

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

Signature Page

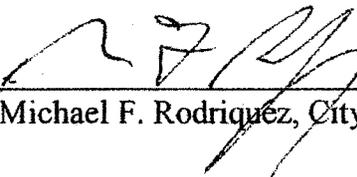
City of Gonzales



Maria Orozco, Mayor

5-1-17
Date

APPROVED AS TO FORM:



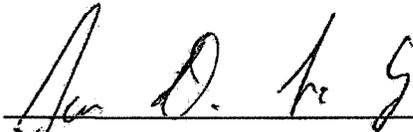
Michael F. Rodriguez, City Attorney

5-1-2017
Date

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

Signature Page

County of San Benito



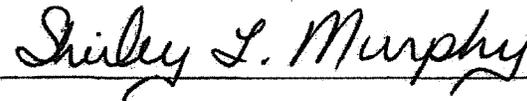
Jaime De La Cruz, Chair

2/7/17

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



Shirley L. Murphy, Deputy County Counsel

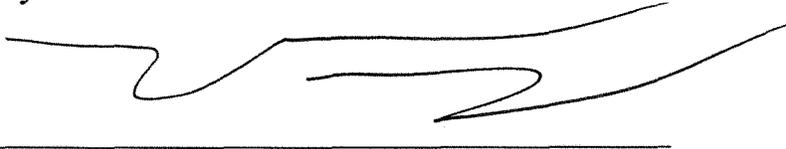
Feb. 3, 2017

Date

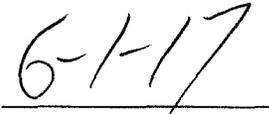
Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz and San Benito Counties
City of Hollister

Signature Page

City of Hollister



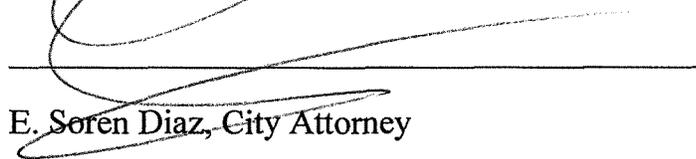
Ignacio Velazquez, Mayor



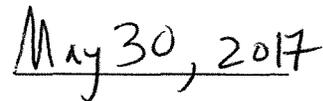
Date

APPROVED AS TO FORM:

L+G, LLC, Attorneys at Law



E. Soren Diaz, City Attorney

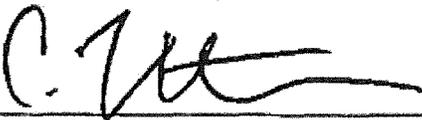


Date

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

Signature Page

City of San Juan Bautista

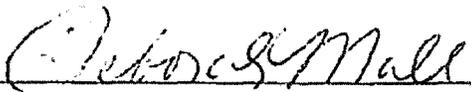


Chris Martorana, Mayor

May 30, 2017

Date

APPROVED AS TO FORM:



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:

[Signature]
Office of the City Attorney

Monterey Bay Community Power Authority

Of

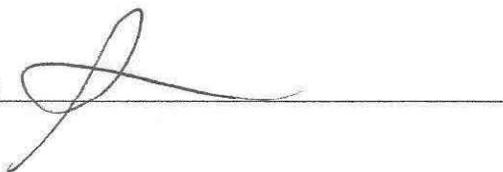
Monterey, Santa Cruz and San Benito Counties and Certain Cities in San Luis

Obispo County

Signature Page

CITY OF MORRO BAY

Signature



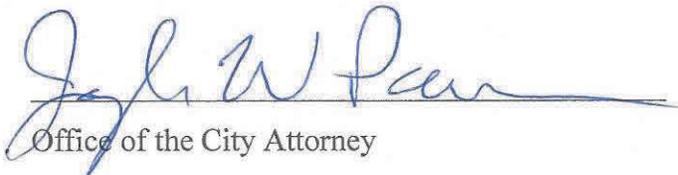
12/5/18

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

COUNTY OF SANTA BARBARA:

By: Shahab Al-Guena
Deputy Clerk

By: Steve Lavagnino
STEVE LAVAGNINO
Chair, Board of Supervisors

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

BY: George Chapjian
GEORGE CHAPJIAN
Director, Community Services Department

By: [Signature]
Deputy Auditor- Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: Michael C. Ghizzoni
Deputy County Counsel

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

By: [Signature]
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:


Mayor / City Manager

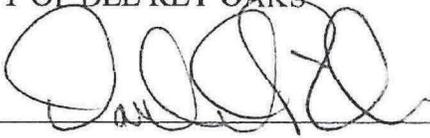
APPROVED AS TO FORM:


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

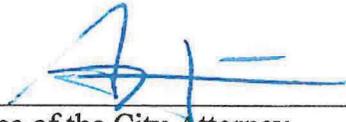


December 5, 2019
Date

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

Steve D. Martin

12-6-19
Date

Its: *Mayor*
Mayor / City Manager

APPROVED AS TO FORM:

King E. Skod

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 PISMO BEACH

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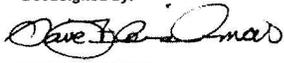
11/21/2019

Date

Its: James R.
Lewis

Mayor / City Manager

APPROVED AS TO FORM:

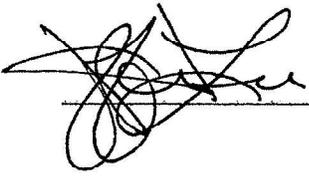
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Office of the City Attorney

**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

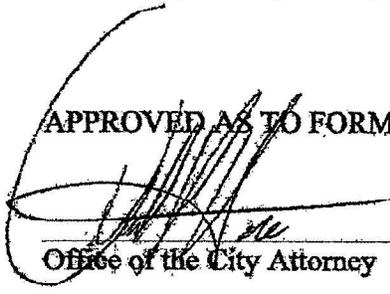
CITY OF GROVER BEACH



12/6/2019
Date

Its: MAYOR
Mayor / City Manager

APPROVED AS TO FORM:

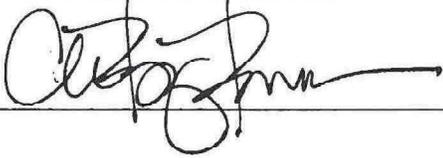


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Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz, San Benito,
and Santa Barbara Counties, and Certain Cities in San Luis Obispo County

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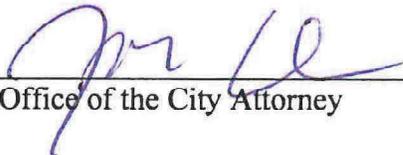
CITY OF ARROYO GRANDE



12/9/19
Date

Its: Mayor, Caren Bay 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

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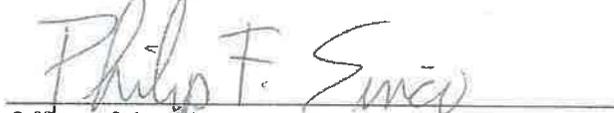
CITY OF GUADALUPE



12/5/19
Date

Its: City Administrator
Mayor / City Manager

APPROVED AS TO FORM:


Office of the City Attorney

1/20/17 as amended 12/5/18 and 12/4/19

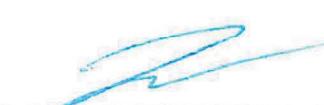
**Monterey Bay Community Power Authority
Of
Monterey, Santa Cruz, San Benito,
and Santa Barbara Counties, and Certain Cities in San Luis Obispo County**

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

Will Greve

11/22/19
Date

Its: *City Manager*
Mayor / City Manager

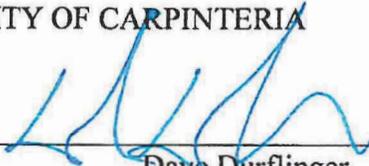
APPROVED AS TO FORM:

W.C.
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:

[Signature]
Office of the City Attorney

**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:
Rachelle Rickard
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Rachelle Rickard

9/27/2022

Date

Its: City Manager

APPROVED AS TO FORM:

DocuSigned by:
Brian Pieirk
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Office of the City Attorney

CENTRAL COAST COMMUNITY ENERGY OPERATING RULES AND REGULATIONS

ARTICLE I FORMATION

Central Coast Community Energy (the “Authority”) was established on February 21, 2017 pursuant to the execution of the Joint Exercise of Powers Agreement (the “JPA”) by the Counties of Monterey, Santa Cruz, and San Benito, and those cities and towns within the Counties of Monterey, Santa Cruz, and San Benito who become signatories to the JPA. The Initial Participants in the Authority who executed the JPA within 180 days of the establishment of the Authority are, as follows: County of Santa Cruz, County of Monterey, County of San Benito, and the Cities of Santa Cruz, Marina, Sand City, Seaside, Carmel, Monterey, Pacific Grove, Greenfield, Gonzales, Soledad, Hollister, San Juan Bautista, Capitola, Watsonville, Salinas and Scotts Valley.

The Authority’s membership was subsequently expanded in December 2019 and December 2020 to include the County of Santa Barbara and the cities of Arroyo Grande, Carpinteria, Del Rey Oaks, Goleta, Grover Beach, Guadalupe, Morro Bay, Paso Robles, Pismo Beach, San Luis Obispo, Santa Maria, and Solvang.

The Initial Participants and all subsequent members of the Authority are referred to as Party or Parties in these Operating Rules and Regulations (“Rules”). As defined by the JPA, these Rules consist of rules, regulations, policies, bylaws and procedures governing the operation of the Authority. The definition of terms used in these Rules shall be the same as contained in the JPA, unless otherwise expressly provided herein. If any provision of these Rules conflicts with the JPA, the JPA shall govern.

ARTICLE II PURPOSES

The Parties entered into the JPA for the purposes of reducing greenhouse gases, providing electric power to customers at affordable rates, carrying out programs to reduce fossil fuel energy consumption, stimulating and sustaining the local economy by lowering electric rates and creating local jobs and promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources. Pursuant to the JPA, the Authority was formed to study, promote, develop, conduct, operate, and manage energy programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. These programs include but are not limited to the establishment of a Community Choice Aggregation (“CCA”) Program, which is an electric service enterprise available to cities and counties pursuant to California Public Utilities Code Sections 331.1(c) and 366.2, in accordance with the terms of the JPA.

ARTICLE III OFFICES

Section 1. Principal Office. The principal office for the transaction of the business of the Authority shall be located at 70 Garden Court Suite 300 Monterey, CA 93940 or at such other future location that may be selected by the Chief Executive Officer (“CEO”) within the area where the Authority is qualified to do business subject to the approval of the Policy Board of Directors (“Policy Board”) of the Authority.

Section 2. Other Offices and Notice. The CEO may also establish one (1) or more subordinate offices at any place or places within the area where the Authority is qualified to do business subject to the approval of the Policy Board. Written notification shall be given within seven (7) days by the Secretary of the Authority to each Party of any change in the location of the principal office or any subordinate office.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Powers of Directors. Subject to the powers and limitations as provided by law, the JPA, or these Rules, all powers of the Authority shall be exercised, its property controlled and its affairs conducted by two governing bodies consisting of a Policy Board and an Operations Board of Directors of the Authority (individually referred to herein as a “Board,” and collectively, the “Boards”) as is further specified in the JPA.

Section 2. Board Authority. For the purpose of governing the Authority, and consistent with Article 3 of the JPA, the Policy Board shall have the authority to make all high-level decisions of the Authority and the Operations Board shall be empowered to manage the details of implementing all of those high-level decisions. The hierarchical organization chart of the Authority’s organizational structure including its lines of authority begins with the Policy Board at the top layer of governance and the Operations Board at the next level of governance. The Policy Board shall have the full authority to determine the scope, manner and means of all governing functions of the Authority, including but not limited to, the manner in which the Operations Board holds its meetings and performs its duties. The Policy Board shall govern the scope of the Authority’s activities and actions described in Sections 3.3.1 and 3.3.3 of the JPA and in all other sections of the JPA that require Policy Board approval. The Operations Board shall govern, subject to the Policy Board’s direction, the scope of the Authority’s activities and actions described in Sections 3.3.2 and 3.3.4 of the JPA. The Operations Board shall perform its duties according to the parameters set forth by the Policy Board. Joint approval of the Boards shall be required solely for the scope of activities and actions that require joint approval in Section 3.3.5 of the JPA, which relates to litigation related matters of the Authority. The Policy Board shall be empowered to modify any action taken by the Operations Board in the furtherance of the Policy Board’s oversight and decision-making role as the top level of governance of the Authority. The Boards shall be entitled to rely upon the opinion of the Authority’s General Counsel to determine whether their actions comply with the guidelines, rules and intent of the JPA and these Rules.

Section 3. Board Liaisons and Coordination. Each Board shall designate a representative (“Board Liaison”) to attend the other Board’s meetings to clarify any recommendations and decisions already executed by the other Board. Each Board Liaison shall present a report on its Board’s most recent prior activities to the other Board as a regular standing agenda item. In all matters, the Board Liaisons, Chairs, CEO and General Counsel shall ensure the Boards are well-aligned around their respective roles and responsibilities.

Section 4. Appointments. The governing body of each Party shall appoint and designate in writing to the Authority one regular Director for the Policy Board and one regular Director for the Operations Board who shall be authorized to act for and on behalf of the Party on all matters within the power of the Authority. The governing body of each Party also shall appoint and designate in writing to the Authority one alternate Director for the Policy Board and one alternate Director for the Operations Board who may vote on all matters when the regular Director is absent for its applicable Board meeting. The Authority shall be listed by each governing body in its Rules of Procedure for appointing regular and alternate members of local agencies, and such rules shall comply with the requirements of the JPA. All regular Directors and alternate Directors of the Boards shall be appointed according to the formula required by Article 3 of the JPA. The Parties shall notify the Secretary of the Authority, in writing, of all such appointments within thirty days thereof. On an annual basis in February, the governing body of each Party shall, in writing, confirm the appointment of their Director and alternate Director.

Section 5. Terms. Under Section 3.1.4 of the JPA, the Policy and Operations Boards’ seats include one each for the member Counties, with the remaining seats based on a regional allocation by each Party’s population size so long as the JPA maintains more than eleven member agencies. Subject to this

membership threshold minimum, each Party with a population of 50,000 and above shall be allocated one seat with no term limits. Each Party with a population below 50,000, shall be allocated a shared board seat on a sub-regional basis, as set forth in Exhibit C of the JPA, as determined by agreement among the Parties sharing the seat or through the City Selection Committee in the respective County. Any agreements among the Parties sharing a seat must comply with the terms and intent of the JPA and these Rules. Directors in shared Board seats shall serve two-year terms of office, but may be reappointed by their appointing Party and serve multiple terms. When a shared Board seat is vacant on the Board due to an expired term, the termed out Board member can continue to serve until a new appointment is made.

Section 6. Resignation. Any Director may resign at any time by giving written notice of such resignation to the Secretary of the Authority. Such resignation shall be effective at the time specified, and acceptance of such resignation shall not be necessary to make it effective.

Section 7. Removal. Under Section 3.1.1 of the JPA, each Director shall serve at the pleasure of the governing body of their Party, and may be removed or replaced, with or without cause, by the respective governing body of the Party at any time.

Section 8. Withdrawal/Expulsion. Directors who represent Parties which withdraw or are expelled as Parties to the JPA shall be removed as members of the Board and all committees.

Section 9. Removal of Board Members for Cause. A Director may be removed by their respective Board for cause. Cause shall be defined for the purposes of this section as follows:

- a. For the Operations Board, absence from three Board meetings in any year or two consecutive Board meetings.
- b. For the Policy Board, absence from two Board meetings in any year.
- c. Unauthorized disclosure of confidential information or documents from a closed session or the unauthorized disclosure of customer confidential information in violation of the Authority's Customer Confidential Information Policy or information or documents provided to the Director on a confidential basis and whose public disclosure would violate California law, California Public Utility Commission regulations, or may be harmful to the interests of the Authority.

Written notice shall be provided to the Director proposed for removal and the governing body that appointed such Director at least thirty days prior to the meeting at which the proposed removal will be considered by the Board. The notice shall state the grounds for removal, a brief summary of the supporting facts, and the date of the scheduled hearing on the removal. The Director proposed for removal shall be given an opportunity to be heard at the removal hearing and to submit any supporting oral or written evidence. A Director shall not be removed for cause from the Board unless two-thirds of all Directors of their respective Board (excluding the Director subject to removal) vote in favor of the removal.

Section 10. Vacancies and Process for Non-Compliance. If at any time a vacancy occurs on the Board, for whatever reason, the respective Party shall appoint a replacement to fill the position of the previous Director within ninety (90) days of the date that such position becomes vacant. In the event a Party fails to seat a Director as required by the JPA and these Rules, the Authority shall notify the representative for the Party. If a shared-seat Party continues to be in non-compliance for more than thirty (30) days after this notification, the Authority shall either notify: (i.) the Parties sharing the seat to require they take action appoint a new Director and alternate Director pursuant to their agreement, or; (ii.) the City Selection Committee for the shared seat as allocated in Exhibit C of the JPA and the City Selection Committee shall appoint a new Director and alternate Director to serve on the Board. If a non-shared seat Party continues to be in non-compliance for more than thirty (30) days after the notification, the Authority shall notify the governing body of the Party at the governing body's next regular or special meeting, and such governing body shall fix the non-compliance by its subsequent meeting.

Section 11. Participation by Non-Seated Shared-Seat Parties. A Non-Seated Party is a Party that shares a

seat pursuant to the regional allocation set forth in Exhibit C of the JPA, but is not currently seated as a Director pursuant to either the agreement among the parties sharing the seat or through the City Selection Committee. A Non-Seated Party's governing board may, but is not required to, appoint a Limited Member to the Policy and Operations Boards. The Non-Seated Parties shall notify the Secretary of the Authority, in writing, of all such Limited Member appointments within thirty days thereof.

The Limited Member may participate in the discussion of any item on the Boards' open session agenda. The Limited Member may not: (i.) count toward a quorum for Brown Act or voting purposes; (ii.) serve as an Officer of the Boards or the Authority; (iii.) make or second a motion on an item before the Board; (iv.) vote on any item before the Board; (v.) attend or participate in closed session agenda items; (vi.) serve on the CEO's Energy Risk Management Committee, or; (vii.) participate or take action in any manner not expressly authorized in these rules.

Limited Members are not intended to evolve into full Director positions except as may occur the appointment procedure in Article 3 of the JPA. Limited membership is not intended to, and shall not, extend beyond Non-Seated Parties.

ARTICLE V AUTHORITY PARTICIPATION

Section 1. Addition of Parties. Under Section 2.4.14 of the JPA, the Authority is authorized to permit additional Parties to join the JPA after the Effective Date. Approval of the Policy Board shall be required prior to accepting a new Party to the JPA. Subject to a two-thirds vote of the Policy Board, as required by Sections 3.7.1 and 7.4 of the JPA to amend the JPA, including the requirement to provide prior notice to all Parties before such vote occurs, other incorporated municipalities and counties may become Parties upon (a) the adoption of a resolution by the governing body of such incorporated municipality or such county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption, by an affirmative vote of the Policy Board of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(10) and execution of the JPA and other necessary program agreements by the incorporated municipality or county, (d) payment of the membership dues, if any, and (e) satisfaction of any conditions established by the Policy Board.

Section 2. Board Seats. New Board seats for an additional Party or Parties shall be allocated as set forth in Section 3.1.4 of the JPA.

ARTICLE VI DUTIES OF OFFICERS AND TERMS OF OFFICE

Section 1. Chair. The duties of each Board Chair shall be to preside over its Board's meetings, sign all resolutions, contracts and correspondence adopted or authorized by the Board that they represent, act as a liaison between the Board and the CEO to help ensure the Board's directives and resolutions are carried out, lead the Board to carry out its governance functions and ensure the Board has approved policies to help ensure sound and compliant governance and management of the Authority.

Section 2. Vice-Chair. The duties of each Board Vice-Chair shall be to perform the duties of Chair in the absence of such officer.

Section 3. Terms. Under Section 3.9 of the JPA, the Chair and Vice-Chair shall serve one year term, but there shall be no limit on the number of terms held by either the Chair or Vice-Chair.

Section 4. Initial Terms of Office. Notwithstanding the one-year term generally established for the Chair and Vice-Chair above, the terms of the initial Chair and Vice-Chair elected by the Boards shall not expire until the annual meeting of each Board pursuant to Sections 2 and 3 of Article VIII of these Rules, respectively.

Section 5. Treasurer. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all the duties and responsibilities specified in Cal. Gov. Code Section 6505.5 governing Joint Powers Authorities. The Policy Board may require the Treasurer and/or Auditor to file with the Authority an official bond in an amount to be fixed by the Policy Board, and if so requested, the Authority shall pay the cost of premiums associated with the bond. The Treasurer shall report directly to the Policy Board and shall comply with the requirements of treasurers of incorporated municipalities. The positions of Treasurer and Auditor may be combined into one position known as the Treasurer/Auditor of the Authority. Neither the Treasurer nor the Auditor needs to be a Director. There shall be no term limits for the Treasurer or Auditor. The Policy Board may transfer the responsibilities of the Treasurer and Auditor to any person or entity permitted by law.

Section 6. Secretary. Each Board shall have a Secretary who will be responsible for keeping the minutes of all meetings of its Board and all other official records of the Authority. The Secretary does not need to be a Director. If the Secretary appointed is an employee of the Authority, that employee may serve as Secretary of both Boards. There shall be no term limits for the Secretary. As used herein, the term “Secretary” shall be synonymous with the term “Board Clerk.”

Section 7. Removal. An officer of the Board shall be subject to removal with or without cause at any time by a majority vote of the entire Board that he or she represents or, in the case of the Operations Board, by a majority vote of the Policy Board.

Section 8. Ethics Training Legal Compliance. Pursuant to Cal. Gov. Code Section 53235, all Board members that desire to seek reimbursement for Authority related travels expenses in accordance with the Authority’s reimbursement policy shall complete at least two hours of training in general ethics principles and ethics laws (“AB 1234 ethics training”) relevant to his or her public service every two years. Board members may satisfy this requirement by completing the Fair Political Practices Commission (“FPPC”) online 1234 Local Ethics Training program and submitting the Certification of Completion to the Board Clerk.

Section 9. Statements of Economic Interest. Each Director shall comply with the Authority’s Conflict of Interest Code, fully respond to all requests from Authority staff in regard to conflict of interest issues that may arise and timely submit all applicable forms, including Statements of Economic Interest (Form 700), Assuming, Annual, and Leaving Office Statements with the Board Clerk. The Board Clerk shall make and retain copies of these forms in compliance with applicable law and the Authority’s Conflict of Interest Code.

ARTICLE VII COMMITTEES

Section 1. Committees. Committees shall be standing or special (“ad hoc”) and may be appointed by either a majority vote of either Board or the Board’s Chair (“appointing committee”). Each committee shall exercise such power and carry out such functions as are delegated to it at the time of appointment. Except as otherwise provided by the JPA, these Rules, or the appointing committee, such committees shall be advisory only and are subject to the control and direction of the appointing committee. Except as may otherwise be provided for in the JPA or these Rules, any expenditure of funds by a committee shall require prior approval from the appointing committee. All committees shall meet on an “as needed” basis, either in person or by teleconference, and shall report the outcome of such meetings during the next regular meeting of the Board.

Section 2. Community Advisory Council. The Community Advisory Council (“CAC”) shall be a standing committee comprised of fifteen members, representing customers and stakeholders from within the area where the Authority is qualified to do business, formed to advise the Policy and Operations Boards. The term of service of each CAC member will be three years and CAC members can serve only two terms; regardless of the foregoing, the initial terms of the CAC members shall vary from one to three years based on a random selection process in order to allow for staggered appointments. On an ongoing basis, the Authority’s staff shall accept and solicit nominations from citizens that reside or work within the Authority’s territory to become a member of the CAC. A list of all CAC member applicants by geography, skills and association, along with copies of all completed applications, shall be provided to an ad hoc subcommittee of the Policy Board comprised of the Policy Board’s members that represent each county within the area where the Authority is qualified to do business. At the Policy Board’s annual meeting in September of each year, the CAC members shall be selected by a majority of the persons entitled to vote at a meeting at which a quorum is present of the Policy Board. The CAC Chair, or designee, will be the liaison between the Policy Board, Operations Board and the CAC and to the extent requested by each Board subject to the limits of the JPA and applicable law. The CAC shall provide feedback to the Authority on proposals and recommendations and policies as directed by the Boards and the CAC’s by-laws. The bylaws of the CAC shall be drafted by the seated CAC members. Prior to becoming effective, the scope and bylaws of the CAC, including any amendments thereto, must be approved by a majority of the persons entitled to vote at a meeting at which a quorum is present by both Boards during their respective meetings.

Section 3. Audit and Finance Committee. The Boards’ Audit and Finance Committee (“AF Committee”) shall be a permanent standing committee. The AF Committee shall consist of up to five voting members made up of Directors from the Boards. All members of the AF Committee shall be: (1) generally knowledgeable about governmental accounting and finance issues and (2) selected by the Chair of the Policy Board. The purpose of the AF Committee is primarily to provide financial oversight for the Authority. The AF Committee shall meet quarterly, and as needed. AF Committee members shall serve two, three-year terms. The AF Committee shall have the following duties:

- a. Advise and work with the Authority’s staff on budgeting, audits, financial planning/reporting, internal controls, accountability policies and investments.
- b. Review the proposed annual budget of the Authority prior to presentation to the Policy Board.
- c. Provide oversight of the preparation of the annual audit of the Authority's financial statements and review the completed audit reports for clarity, soundness and potential issues prior to the Policy Board’s review.
- d. Recommend policies and procedures on financial matters to the Policy Board.
- e. Be available to review the proposed budget or any financial transactions that might require an in-depth review prior to the Policy Board’s approval.
- f. Perform other duties as assigned by the Policy Board.
- g. Delegate any of these duties and responsibilities as it deems appropriate.

Section 4. Executive Committee. The Boards’ Executive Committee shall be a permanent standing committee. The Executive Committee shall consist of up to seven voting members made up of Directors from the Boards. All members of the Executive Committee shall be selected by the Chair of the Policy Board. The purpose of the Executive Committee is primarily to provide general oversight for the Authority. The Executive Committee shall meet quarterly, and as needed. Executive Committee members shall serve two, three-year terms. The Executive Committee shall have the following duties:

- a. Advise and work with the Authority’s staff to review significant or urgent organizational issues and make initial recommendations for action to the full Policy or Operations Board as may be appropriate.
- b. Perform other duties as assigned by the Policy Board.

ARTICLE VIII MEETINGS

Section 1. Regular Meetings. Regular meetings of the Boards shall be held at such day, time, and place as the Boards may determine subject to any general directives set by the Policy Board.

Section 2. Annual Meeting of Policy Board. The Policy Board shall hold an annual organizational meeting in September of each year beginning in 2020. The meeting will qualify as a "regular" meeting pursuant to the JPA, but will include annual organizational matters. This annual meeting shall include on its agenda the election of Board Officers, the installation of new Directors (if any), appointment of a Board Liaison, appointment of new CAC members, establishment of the Policy Board's next year's meeting schedule and the transaction of other business.

Section 3. Annual Meetings of Operations Board. The Operations Board shall hold an annual organizational meeting in September of each year beginning in 2020. The meeting will qualify as a "regular" meeting pursuant to the JPA, but will include annual organizational matters. This annual meeting shall include on its agenda the election of Board Officers, the installation of new Directors (if any), the appointment of its Board Liaison, establishment of the Operations Board's next year's meeting schedule and the transaction of other business.

Section 4. Annual Joint Meeting of Policy and Operations Boards and CAC. The Policy and Operations Boards, along with the CAC shall hold an annual joint meeting in September of each year beginning in 2020. This annual joint meeting shall include on its agenda speakers and presentations providing an overview of CCCE's programs, operations, accomplishments, goals, and a detailed budget presentation. No action shall be taken at the at the annual Joint Meeting.

Section 5. Special Meetings. Per Section 54956 of Cal. Gov. Code and the JPA, special meetings may be called by the Chair of the respective Board or by a majority of the members of the respective Board by delivering notice personally, or by any other means, to each member of its Board and to each local newspaper of general circulation, radio or television station who has requested such notice in writing. The notice shall be received at least twenty-four (24) hours before the time of the meeting as specified in the notice, except for emergency meetings held in compliance with Section 54956.5 of Cal. Gov. Code. The notice for special meetings shall specify the time and place of the special meeting and the business to be transacted or discussed, and no other business shall be considered at such meetings. A Board member may, at or prior to the time of the special meeting, file a written waiver of notice with the Secretary of the Authority. The Board Clerk will ensure that a December date is reserved for a potential Special Meeting pursuant to this section in order to facilitate a quorum if such a special meeting becomes necessary.

Section 6. Notices of Meetings. Notices of the time and place of any regular meeting for which notice is required by law or these Rules shall be delivered personally, or by any other means, to each Director utilizing the contact information as shown on the records of the Authority.

Section 7. Adjournment of Meetings. The Board may adjourn any regular, special or adjourned special meeting to a time and place specified in the order of adjournment, provided that the provisions of Section 54955 of Cal. Gov. Code are complied with by the Board.

Section 8. Posting of Agendas. In accordance with The Ralph M. Brown Act ("Brown Act"), the Board shall post agendas of all regular meetings, containing a brief general description of each item of business to be transacted or discussed at the meeting, at least seventy-two (72) hours before such regular meeting. The Board shall post agendas of all special meetings at least twenty-four (24) hours in advance of such special meeting. The agenda shall specify the time and location of the meeting and shall be posted in a location that is freely accessible to members of the public for the twenty-four (24) hours or seventy-

two (72) hours prior to the meeting, as applicable. No action shall be taken on any item not appearing on such posted agendas, except as provided by Cal. Gov. Code Sections 54954.2 and 54954.3.

Section 9. Opportunity for Public to Address the Board. Per Cal. Gov. Code Section 54954.3, each agenda for a regular meeting shall provide an opportunity for members of the public to address the Board directly on matters of interest to the public, provided that such matters are within the subject matter jurisdiction of the Board, and provided that no action shall be taken by the Board on any item arising out of such speeches unless the matter already appears on the agenda. The Chair or majority vote of the Board may adopt reasonable regulations which limit the total amount of time allotted for public speakers and for each individual speaker.

Section 10. Additional Guidance. Except as provided in (i) the JPA, (ii) these Rules, and (iii) the Brown Act, as amended, meetings of the Board shall be conducted pursuant to the Robert's Rules of Order, as amended.

ARTICLE IX

REIMBURSEMENT FOR TRAVEL EXPENSES

In accordance with Section 3.6 of the JPA, the Board has adopted a policy that allows reimbursement by the Authority of expenses incurred by their respective Directors outside of regular or special meetings of their Board duties. Members of the Boards shall be reimbursed for all reasonable and necessary travel expenses when required or incurred by those persons in attending events and conferences on behalf of the Authority. Reimbursable expenses shall include all charges for meals, lodging, air fare and costs of travel by automobile at the rate per mile allowed as a business expense by the Internal Revenue Service. The Treasurer-Auditor, upon approval of the CEO, shall be authorized to pay all such expenses deemed reasonable and necessary so long as sufficient funds have been budgeted therefor. Payments for amounts in excess of that budgeted must be approved by the Policy Board. The Authority shall reimburse a Board Member any reasonable and necessary travel expenses incurred for the member to attend a non-Authority Board meeting, and *only if* that member's sole purpose is to attend on behalf of the Authority. *As used in this Article IX, the term "reasonable and necessary" is defined as those expenses which the Board member would not have incurred in performing the normal business of its Party's governing body.*

ARTICLE X

VOTING

Section 1. Voting. Voting on Board matters shall be held in accordance with the requirements of Section 3.7 of the JPA and these Rules.

Section 2. Notice for Contributions. A Board shall provide at least 45 days prior written notice to each Party before considering a program or activity for adoption at a Board meeting that requires financial contributions by individual Parties. Such notice shall be provided to the governing body and the chief administrative officer, city manager or town manager of each Party. A Board also shall provide written notice of such program or activity adoption to the above-described officials of each Party within 5 days after the Board adopts the program or activity. Any Party voting against the approval of such program or activity may elect to opt-out of participation in the program or activity by providing written notice of this election to the Board within 30 days after the program or activity is approved by the Board. Upon timely exercising its opt-out election, a Party shall not have any financial obligation or any liability whatsoever for the conduct or operation of such program or activity.

ARTICLE XI

DELEGATION OF AUTHORITY TO IMPLEMENT SUPPORT POLICY

Section 1. Delegation of Authority to Chief Executive Officer. The Chief Executive Officer of the Authority shall have the authority to take action to support or oppose legislation or other initiatives and to take necessary action to provide that support or opposition consistent with the Authority's mission when

all of the following conditions are met:

- a. The legislation or other initiative is directly related to, and consistent with Authority's mission.
- b. Due to time constraints, bringing the matter to the Policy Board at its next scheduled meeting is not practical
- c. Calling a special meeting to address the matter is neither practical nor appropriate under the circumstances.
- d. The Chief Executive Officer has investigated the positions of other California CCAs and understands the range of opinions on the legislation or initiative and has considered those opinions in determining whether and how to take a position.
- e. The Chief Executive Officer has conferred with the Chair of the Policy Board and both the Chief Executive Officer and the Chair agree that: (a) the position that the Chief Executive Officer intends to take is consistent with the mission of the Authority; (b) bringing the matter to the Policy Board at its next scheduled meeting or at a special meeting is not practical or appropriate under the circumstances; and (c) taking the position without a vote of the Policy Board is appropriate under the circumstances.
- f. The Chief Executive Officer reports any position taken at the next regularly scheduled Policy Board meeting as part of the Chief Executive Officer Report.

ARTICLE XII

ACCOUNTS AND RECORDS

Section 1. Fiscal Year. According to the power provided under Section 5.1 of the JPA, the Authority selected as its fiscal year the 12 months commencing on October 1.

Section 2. Budget. The Authority staff shall prepare an annual budget in August of each year that shall delineate revenues, expenses, and capital expenditures of the Authority. Under Section 5.3.1 of the JPA and these Rules, the Policy Board shall adopt an operating budget for the Authority prior to the start of each fiscal year. The Policy Board shall annually, on or before the first day of the Authority's fiscal year, adopt a budget showing each of the purposes for which the Authority will need money and the estimated amount of money that will be needed for each such purpose for the ensuing fiscal year. The Policy Board shall ensure that a complete and accurate system of accounting of the Authority's funds shall be maintained at all times consistent with established accounting procedures and practices. The Policy Board has the authority to delegate certain duties as it deems appropriate.

Section 3. Funds and Accounts. The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by the Policy Board.

Section 4. Treasurer's Report. The Treasurer, 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Policy Board.

Section 5. Annual Audit. The Policy Board shall provide for a certified, annual audit of the accounts and records of the Authority which audit shall conform to generally accepted auditing standards. When such an audit of the accounts and records is made by a certified public accountant, such report shall be reviewed and approved by the Policy Board.

ARTICLE XIII

LIMITATION OF AUTHORITY'S LIABILITY

No Director, Party or Officer shall make or incur any debt or liability in the name of the Authority or on its behalf unless such debt or liability is authorized by the Chair or Vice Chair of the Policy Board and is not inconsistent with the JPA and these Rules.

ARTICLE XIV
DEBTS, LIABILITIES AND OBLIGATIONS

As provided by Section 2.2 of the JPA, the debts, liabilities and 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.

ARTICLE XV
INVESTMENTS

The Treasurer may invest money not required for the immediate necessities of the Authority, as directed by the Policy Board, as provided by Cal. Gov. Code Section 53601.

ARTICLE XVI
EXPULSION

Member Entities may be expelled from the Authority as provided in the JPA.

ARTICLE XVII
MISCELLANEOUS

Section 1. Agents and Representatives. The Boards may appoint such agents and representatives of the Authority, with such power and to perform such acts or duties on behalf of the Authority, as the Boards may see fit, so far as may be consistent with the JPA, these Rules and applicable laws.

Section 2. Contracts. Except as otherwise provided in these Rules, the Boards may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and such authority may be general or confined to a specific instance. Unless so authorized by the Boards, no officer, agent or employee shall have any power or authority to bind the Authority by any contract or engagement, nor to pledge its credit, nor to render it liable for any purpose or to any amount.

ARTICLE XVIII
AMENDMENTS

These Rules may be amended by a majority vote of the full membership of the Policy Board but only after such amendment has been proposed at a regular meeting and acted upon at the next or later regular meeting of the Policy Board for final adoption. The proposed amendment shall not be finally acted upon unless all members of the Policy Board have received written notice of the amendment at least 10 days prior to the date of the meeting at which final action on the amendment is to be taken. The notice shall include the full text of the proposed amendment.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on _____ ("Effective Date") by and between the City of Pacific Grove, City of Monterey and City of Carmel by the Sea., The three cities shall be collectively referred to as the "Parties" and individually as a "Party".

RECITALS

- A. As a public agency, Central Coast Community Energy (3CE) is governed by a Policy Board and an Operational Board comprised of elected officials, city managers and city administrators. This governing structure assures that the voices from each city and county served by 3CE will have a seat at the table when important decision regarding 3CE policies and operations are being made.
- B. The 3CE Policy Board and Operational Board are shared seats by the Parties.
- C. Each board seat shall have a designated primary and alternate designee appointed to 3CE by January 1st every other year.
- D. Appointments will be held for 2-year terms.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties hereby agree as follows:

- 1. Purpose. The purpose of this MOU, includes but is not limited to, allowing the Parties to agree to a rotational appointment schedule, further described in Exhibit A for naming elected officials, city managers and city administrators to the 3CE Policy Board and Operational Board shared seats. ("Purpose")
- 2. Term. This MOU may only be terminated by mutual written agreement.
- 3. Amendments. This MOU may only be amended by writing signed by all Parties.

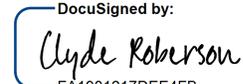
ACKNOWLEDGED AND AGREED:

City of Pacific Grove

DocuSigned by:

 By: _____
6C7CB8B632C34D9...
 Name: Bill Peake
 Title: Mayor

City of Monterey

DocuSigned by:

 By: _____
FA1981217DEE4FB...
 Name: Clyde Roberson
 Title: Mayor

City of Carmel by the Sea

DocuSigned by:

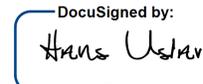
 By: _____
875EA73294BB4E6...
 Name: Dave Potter
 Title: Mayor

City of Pacific Grove

DocuSigned by:

 By: _____
903326509B8F4CA...
 Name: Ben Harvey
 Title: City Manager

City of Monterey

DocuSigned by:

 By: _____
6892AD3E4790433...
 Name: Hans Uslar
 Title: City Manager

City of Carmel by the Sea

DocuSigned by:

 By: _____
3CB46BD90EF2440...
 Name: Chip Rerig
 Title: City Manager

EXHIBIT A – 3CE Shared Seats Rotational Schedule

1. Policy Board. Each cycle is two years duration and filled by an elected official. Return to Cycle 1 after Cycle 3 completes.

Cycle 1

Policy Board Primary - Monterey
Policy Board Alternate - Pacific Grove
Policy Board At Large – Carmel by the Sea

Cycle 2

Policy Board Primary – Pacific Grove
Policy Board Alternate - Carmel by the Sea
Policy Board At Large – Monterey

Cycle 3

Policy Board Primary - Carmel by the Sea
Policy Board Alternate - Monterey
Policy Board At Large – Pacific Grove

2. Operational Board. Each cycle is two years duration and is filled by city managers or city administrators. Return to Cycle 1 after Cycle 3 completes.

Cycle 1

Operational Board Primary - Monterey
Operational Board Alternate - Carmel by the Sea
Operational Board At Large – Pacific Grove

Cycle 2

Operational Board Primary – Carmel by the Sea
Operational Board Alternate - Pacific Grove
Operational Board At Large – Monterey

Cycle 3

Operational Board Primary - Pacific Grove
Operational Board Alternate - Monterey
Operational Board At Large – Carmel by the sea

3. Starting Point. Policy Board appointment to the 2021-2022 term shall start on Cycle 2 based on previous 2-year appointment. Operational Board appointment to the 2021-2022 term shall start on Cycle 2 based on previous 2-year appointment.



County of Monterey

Item No.6

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: APP 24-135

January 03, 2025

Introduced: 11/15/2024

Current Status: Appointment

Version: 1

Matter Type: Appointment

Salinas Valley Basin Groundwater Sustainability Agency Board of Directors:

Appoint One (1) Primary Director to serve a two-year term on the Permanent Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency for the Salinas Valley Cities by Gonzales, Soledad, Greenfield and King City with a term ending June 30, 2028

Steve Adams appointed July 24, 2020; King City Term ends June 30, 2025

Appoint One (1) Alternate Director to serve a two-year term on the Permanent Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency for the Salinas Valley Cities by Gonzales, Soledad, Greenfield and King City with a term ending June 30, 2028

Alternate Carmen Gil appointed June 2023; Gonzales Term ends June 30, 2025

Salinas Valley Basin Groundwater Sustainability Agency Board of Directors

Appointment, Term, Vote and Meeting Information

Appoint:

Appoint a Primary and Alternate Director to serve on the Permanent Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency

Term:

Two (2) years

Vote by the City Selection Committee:

Sub-Vote by the following cities:

South County Cities

Gonzales
Soledad
Greenfield
King City

Quorum:

Four (4) **South County Cities** vote quorum = Three (3)

Meeting, Time and Place:

No meeting information available



County of Monterey

Item No.7

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 24-755

January 03, 2025

Introduced: 11/15/2024

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

In January an annual review of all committees' active/existing appointments with terms and serving at the pleasure of the City Selection Committee will be considered for changes in its appointed members. Consideration shall be given for automatic and regional rotations of an alternate member being seated as a primary member.

City representatives may put forth their interest at the beginning of December the year prior to the Chair and Secretary of the City Selection Committee in other committees they may wish to be considered for. If there is no interest in changes in appointments annual review will not need to occur.

This review does not apply to newly appointed members in January.

City Selection Committee Appointment Roster as of January 5, 2024

*Annual Review will occur if interest was expressed for committees with terms yet to expire

Term	Appointment	Appointed	Term Expiration
Monterey County Airport Land Use Commission			
4 Years	Mary Ann Carbone	5/7/2021	5/6/2025
4 Years	Scott Donaldson Effective 1/5/2024	1/5/2024	5/3/2027
Meetings are held on the 4th Monday of each month at 3:00 p.m. at the Airport Board meeting room, Monterey Peninsula Airport.			

Monterey County Local Agency Formation Commission (LAFCO)			
4 Years	Kimbley Craig (Regular)	5/2/2023	5/2/2027
4 Years	Ian Oglesby (Regular)	5/7/2021	5/5/2025
4 Years	Anna M. Velazquez (Alternate)	5/7/2024	5/1/2028
Meetings are held on the 4th Monday of each month at 3:00 p.m. at the Monterey County Government Center, Board of Supervisors Chambers.			

Monterey County Water Resources Agency			
4 Years	Mike LeBarre	1/11/2022	12/31/2025
Meetings are held on the 4th Monday of each month at 1:00 p.m. at the Monterey County Water Resources Agency Board, Blanco Circle, Rm. 893, Salinas.			

Monterey Bay Air Resources District			
2 Years	Mary Ann Carbone	1/5/2024	12/31/2025
2 Years	Mike LeBarre	1/6/2023	12/31/2025
Meetings are held on the 3rd Wednesday of each month at 2:00 p.m. at the Monterey Bay Resources District office, 24580 Silver Cloud Court, Monterey.			

Community Restorative Justice Commission			
3 Years	Tyller Williamson Effective 1/5/2024 (Regular)	1/5/2024	10/26/2026
Meetings are held on the 3rd Monday of each month at 12:00 p.m. at the Monterey County Government Center, Second Floor, Monterey Room.			

Central Coast Community Energy (Monterey Cities have MOU)			
2 Years	Jeff Baron (Regular); Alan Haffa (Alternate) Monterey Peninsula Cities (MOU)	12/2022	12/2024
2 Years	Scott Donaldson (Regular); Bruce Delgado (Alternate) Monterey Coastal Cities	1/6/2023	12/2024
2 Years	Jose L. Rios (Regular); Robert White (Alternate) Salinas Valley Cities	1/6/2023	12/2024
No meeting dates, location, or times available.			

Salinas Valley Basin Groundwater Sustainability Agency Board of Directors			
2 Years	Steve Adams, City Manager (Primary) Carmen Gil, City Manager (Alternate) Salinas Valley Cities	7/24/2020	6/30/2025
No meeting dates, location, or times available.			

Monterey County Remote Access Network Board (RAN) (Penal Code Section 11112.4)			
	Ian Oglesby (Primary)	1/8/2021	Pleasure of the City Selection Committee
No meeting dates, location, or times available.			

Countywide Oversight Board			
	Bruce Delgado	1/6/2023	Pleasure of the City Selection Committee
No meeting dates, location, or times available.			

Central Coast Housing Working Group			
	Ian Oglesby – Larger city Mike LeBarre – Smaller city	1/7/2022	Pleasure of the City Selection Committee
No meeting dates, location, or times available.			

Monterey Peninsula Water Management District			
	Ian Oglesby	1/6/2023	Pleasure of the City Selection Committee
Meetings are held on the 3rd Monday of each month at 7:00 p.m. at the Monterey Peninsula Water Management District, 5 Harris Court, Building G, Monterey.			