

**PHASE 2 COST SHARING AGREEMENT OF  
CALIFORNIA COMMUNITY POWER AND INDICATED  
MEMBERS TO CONSIDER, NEGOTIATE, AND  
DEVELOP AGREEMENTS FOR FIRM CLEAN ENERGY  
RESOURCES**

This Phase 2 Cost Sharing Agreement (“Agreement”) is made between and among California Community Power (“CC Power”) and certain Members (“Indicated Members”), effective upon execution by CC Power and all Indicated Members, whom have chosen to participate in ongoing activities to evaluate offers for firm clean energy resources and to negotiate, and develop potential agreements for firm clean energy resources. Indicated Members have agreed to reimburse CC Power for costs incurred in this process, and to otherwise participate and assume other obligations in connection with the consideration, negotiation, and development of Firm Clean Energy Resource (“FCR”) agreements. In this Agreement, CC Power and each Indicated Member are referred to individually as “Party” and collectively as “the Parties.”

**RECITALS**

- A. The Parties seek to jointly procure FCR to cost effectively enhance the integration of each Party’s respective renewable energy portfolios into the California Independent System Operator (“CAISO”) grid and to aid in meeting the mandate of the California Public Utilities Commission (“CPUC”) to procure long lead-time clean resources, as defined in CPUC Decision 21-06-035.
- B. CC Power, a Joint Powers Authority, was formed for the purpose of developing, acquiring, constructing, owning, managing, contracting for, engaging in, or financing electric energy generation and storage projects, and for other purposes.
- C. CC Power issued a Request for Offer (the “FCR RFO”) and received offers for firm clean resources. The Parties intend to consider the offers for potential procurement of one or more such firm clean resources through CC Power, in accordance with the CC Power Agency Joint Powers Agreement dated January 29, 2021 (“JPA Agreement”).
- D. The Parties desire to use the services from consultants and legal counsel (“Professionals”) retained by Parties to consider the offers received from the FCR RFO, and to negotiate and develop potential agreements necessary to procure FCR resources, including but not limited to, power purchase agreements, operation agreements, and project participation agreements between CC Power, project developers, and the Indicated Members (“Services”).
- E. The Parties have agreed to share the costs of Professionals, whose Services will benefit the Parties as provided in this Agreement.
- F. The Parties seek to establish ground rules for the use of Confidential Information and related matters, as that term is defined herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties mutually agree to the following:

1. Recitals. The Recitals stated above are true and correct and are incorporated by this reference into this Agreement.
2. Not to Exceed. The Parties agree that each Party's individual amount shall not exceed the amount set forth in Exhibit A, without the express written consent of the Parties.
3. Role of the Parties. Each of the Parties that will be participating in the cost-sharing arrangement for the various contracts for Services are the "Indicated Members." CC Power is the administrator of the various contracts for Services. The Indicated Members, for whom Professionals will perform Services under contract with CC Power, are third party beneficiaries of the various contracts for Services for the purposes of this Agreement. As third-party beneficiaries, each Indicated Member, will be given reasonable access to the results of the Services, such as the relevant advice, information and analysis, and will be bound as to that information by the confidentiality requirements of this Agreement.
4. Responsibilities of the Parties.
  - a. CC Power, as the responsible party for the contracts for Service, (each a "Contract") will do all of the following:
    - i. Enter into a Contract with Professionals to perform all Services, to the extent the Contract is not already executed.
    - ii. Manage the provision of Services contracted to ensure the cost of Services shall not exceed each party's individual not to exceed limit as defined in Exhibit A and consistent with Section 2 above.
    - iii. Make timely payments to Professionals under the terms of the Contract and administer and manage the Contract.
    - iv. In the event that CC Power determines that it is in the best interests of the Parties to terminate the Contract, CC Power will consult with the Indicated Members before making any recommendations to the CC Power Board.
    - v. Subject to the confidentiality provisions described below in Section 6, CC Power will maintain and make available to the Indicated Members, during regular business hours, accurate books and accounting records relating to this Agreement. CC Power will permit the Indicated Members to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. CC Power shall maintain such data and records in an accessible location and condition for a

period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later.

- b. The Indicated Member/Members for the Contract will do all of the following:
  - i. Reimburse, CC Power for the cost of the payments made by CC Power to Professionals pursuant to the Contract. Individual member payments to CC Power for contract costs shall not exceed each party's individual not to exceed amount as defined in Exhibit A and consistent with Section 2 above. With regard to San Jose Clean Energy only, (1) obligations under this Agreement are special limited obligations payable solely from the Designated Fund (being the San José Energy Operating Fund established pursuant to City of San José Municipal Code, Title 4, Part 63, Section 4.80.4050 et. seq.), and shall not be a charge upon the revenues or general fund of the City of San José or upon any non-SJCE moneys or other property of the City of San José or its Community Energy Department, and (2) cannot exceed the limitations on the contract authority of the City of San José's City Manager (established pursuant to City of San José Municipal Code, Title 4, Chapter, Section 4.04.020) without the prior approval of the City Council. With regard to CleanPowerSF only, (1) obligations under this Agreement are special limited obligations of CleanPowerSF payable solely from the revenues of CleanPowerSF, and shall not be a charge upon the revenues or general fund of the San Francisco Public Utilities Commission or the City and County of San Francisco or upon any non-CleanPowerSF moneys or other property of the San Francisco Public Utilities Commission or the City and County of San Francisco, (2) cannot exceed the amount certified by the San Francisco City Controller for the purpose and period stated in such certification, and (3) absent an authorized emergency per the San Francisco City Charter or Code, no San Francisco City representative is authorized to offer or promise, nor is San Francisco required to honor, any offered or promised payments under this Agreement for work beyond the agreed upon scope or in excess of the certified maximum amount without the San Francisco City Controller having first certified the additional promised amount. Each Indicated Member must pay its share within thirty (30) days of receiving an invoice or invoices from CC Power.
  - ii. Work cooperatively with CC Power in CC Power's (1) negotiation, administration and management of the Contract and (2) supervision of the Services provided by Professionals.

5. Confidential Treatment of Information.

As part of the FCR project consideration and negotiation process, CC Power shall enter into a Non-Disclosure Agreement ("NDA") approved by the CC Power Board with each project developer. The terms of which shall apply to all Parties to this Agreement.

The Parties understand and agree that all materials, documents and information (including meetings and discussions) received subject to the NDA or received in relation to the FCR negotiation and labeled as set forth in subsection a. below shall be confidential (“Confidential Information”).

a. Limited Use of Confidential Information

The Parties understand and agree that the Confidential Information will be used exclusively for the purposes of negotiating potential agreements for one or more FCR projects. The Parties understand and agree that they may receive analysis or other work product from Professionals for the limited purposes of considering and negotiating potential agreements associated with the FCR projects. Parties agree to keep any such analysis or work product marked “Proprietary” or “Confidential” by the Professionals or other Parties, in the strictest confidence and treat confidentially and in accordance with Section 7 below any analysis or work product marked “Proprietary” or “Confidential.”

The Parties expressly acknowledge and agree that they will not use Confidential Information to negotiate or facilitate any commercial agreements with any FCR RFO respondents prior to CC Power’s release of the FCR RFO project.

Each Party to this Agreement is responsible for maintaining the confidentiality and appropriate use of the Confidential Information to at least the same degree of care that the Party would protect its own confidential information.

b. Obligations of Parties

The Confidential Information will be kept confidential and not disclosed by any Party to any other person, except that Confidential Information may be disclosed to any of the Parties’ affiliates, directors, officers, board members, employees, attorneys and consultants (collectively, its “Representatives”) who require access to such information in connection with each of the Party’s participation in the FCR RFO.

Each of the Parties agrees that any of its Representatives to whom Confidential Information is disclosed will be informed of the confidential or proprietary nature thereof and of the Party’s obligations under this Agreement. Each Party shall be responsible for any use of Confidential Information by any of its Representatives. Indicated Members recognize that the relative positions on commercial terms of other individual Indicated Members are particularly sensitive and shall not be shared with third-party consultants.

c. Requests for Confidential Information

Upon any receipt of any request for Confidential Information the Party receiving the request (the “Receiving Party”) shall notify the other Parties of the request and take reasonable steps to assert all privileges or exemptions that might apply to prevent disclosure of such Confidential Information.

Prior to any disclosure of Confidential Information, the Receiving Party shall provide a reasonable opportunity to all other Parties to seek a court order preventing disclosure of the Confidential Information at the sole cost and expense of the Parties seeking such order.

The Parties to this Agreement are subject to the requirements of the California Public Records Act as set forth at California Government Code sections 6250 et seq.

6. Specific Party Provisions. Terms of this agreement specific to individual Parties are incorporated herein as Exhibit B.
7. Term. The term of this Agreement will commence on the effective date below and terminate after the Parties have determined the FCR RFO to be completed and all required reimbursements to CC Power for Services have been made. For clarity, completion of the FCR RFO shall mean the procurement, through executed power purchase agreements, or release of all FCR RFO projects.
8. Hold Harmless and Indemnification. Each Party shall defend, save harmless, and indemnify the other Party or Parties, and their directors, officers, agents, and employees, from any and all claims for injuries or damage to persons and/or property which arise out of the conditions of this Agreement which are caused by the sole negligent acts or omissions or other wrongful conduct of the other Party, its directors, officers, agents and/or employees; provided that, with regard to SJCE, such duty to defend, save harmless, and indemnify extends only to, and in no circumstances will exceed, the Designated Fund for SJCE, and shall not be a charge upon the revenues or general fund of the City of San José or upon any non-SJCE moneys or other property of the City of San José or its Community Energy Department.
9. Amendment and Waiver. Except with regards to Exhibit A which may be amended through action of the CC Power Board, no change or modification of this Agreement shall be valid unless the same is in writing and signed by all Parties, and no verbal understanding or agreement not incorporated herein shall be binding on any Party hereto.
10. Governing Law. This Agreement shall be construed and governed by the laws of the State of California, and any suit or action initiated by any Party shall be brought in the Superior Court for the County of Santa Clara, California, or the United States District Court for the Northern District of California.
11. Time of Essence. Time is of the essence for every provision hereof in which time is a factor.
12. Benefit of Parties. The terms of this Agreement shall be binding and inure to the benefit of the Parties hereto and their successors and assigns. No Party shall assign this Agreement or any portion thereof to a third party without the prior written consent of all of the other Parties. Any such assignment without prior written consent by one Party shall give any or all of the other Parties the right to automatically and immediately terminate this Agreement with respect to the Party making the unauthorized assignment without advance notice.

13. No Waiver; Reservation of Rights. This Agreement is limited as specified and the execution, delivery and effectiveness of this Agreement shall not operate as a modification, amendment or waiver of any provision of the CC Power JPA Agreement. This Agreement does not obligate any Party to participate in any Project, and all Members retain their rights under Article VI, whereby all Members have the right, but not the obligation, to participate in a pro-rata share in the Project as determined by the Project Agreement, and all Indicated Members who elect not to participate in a Project have no obligations under the Project. Notwithstanding anything contained in this Agreement to the contrary, the Parties expressly reserve the right to exercise any and all of their rights and remedies under the JPA Agreement.
14. Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement and contains all of the representations, covenants, and agreements between the Parties with respect to the subject matter of this Agreement.
15. Independent Counsel. Each Party has had the opportunity to consult with its own attorney with respect to this Agreement, and in the event that any language contained herein is construed to be vague or ambiguous, this Agreement shall not be strictly construed against any Party.
16. Notice. Notice given under or regarding this Agreement shall be deemed given upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), or reputable overnight commercial delivery service. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

If to CC Power:

Tim Haines, Interim General Manager  
California Community Power  
70 Garden Court, 3rd Floor  
Monterey, CA 93940  
timhaines@powergridsymmetry.com

If to 3CE:

Robert M. Shaw, Chief Operating Officer & General Counsel  
Central Coast Community Energy  
70 Garden Court, 3rd Floor  
Monterey, CA 93940  
rshaw@3ce.org

If to CPSF:

Dennis Herrera, General Manager  
cc: Barbara Hale, Assistant General Manager, Power  
San Francisco Public Utilities Commission  
525 Golden Gate Ave, 13th Floor  
San Francisco, CA 94102  
DJHerrera@sfgwater.org  
bhale@sfgwater.org

If to MCE: Troy Nordquist  
MCE  
1125 Tamalpais Ave  
San Rafael, CA 94901  
contracts@mcecleanenergy.org

If to PCE: Jan Pepper, CEO  
Peninsula Clean Energy  
2075 Woodside Road  
Redwood City, California 94061  
jpepper@peninsulacleanenergy.com

If to RCEA: Matthew Marshall, Executive Director  
Redwood Coast Energy Authority  
633 3rd Street  
Eureka, CA 95501  
mmarshall@redwoodenergy.org

If to SJCE: Lori Mitchell, Director  
cc: Luisa Elkins, Senior Deputy City Attorney  
San José Clean Energy  
200 E. Santa Clara Street,  
San José, CA 95113  
Lori.Mitchell@sanjoseca.gov  
Luisa.Elkins@sanjoseca.gov

If to SVCE: Girish Balachandran, CEO  
Silicon Valley Clean Energy Authority  
333 W. El Camino Real, Suite 330  
Sunnyvale, CA 94087  
girish@svcleanenergy.org

If to SCPA: Geof Syphers, CEO  
Cc: Deb Emerson, Managing Director of Power Procurement  
Sonoma Clean Power Authority  
P.O. Box 1030  
Santa Rosa, CA 95402  
gsyphers@sonomacleanpower.org  
demerson@sonomacleanpower.org

If to VCE: Mitch Sears, Interim General Manager  
Valley Clean Energy  
604 2nd Street  
Davis, CA 95616  
Mitch.sears@valleycleanenergy.org

17. Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
18. Headings and Captions. The headings and captions used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of the Agreement or any part thereof.
19. Counterparts. This Agreement may be executed in counterpart originals, each of which is deemed to be an original for all purposes.



IN WITNESS WHEREOF, the Parties have executed this Agreement below on February 3, 2022.

**CC Power**

DocuSigned by:  
By: Tim Haines  
7B2DD95820854A3...

Approved as to form by counsel for CC Power:

DocuSigned by:  
By: Brittany Iles  
93ACBC171893454...

**Central Coast Community Energy**

DocuSigned by:  
By: Tom Habashi  
69C253774488497...

Approved as to form by counsel for 3CE:

DocuSigned by:  
By: Robert Shaw  
398728BE39B342A

**CleanPowerSF**

By: \_\_\_\_\_

Approved as to form by counsel for CPSF:

By: \_\_\_\_\_

**Marin Clean Energy**

DocuSigned by:  
By: Dawn Weisz  
A59878416EBC4F8...

Approved as to form by counsel for MCE:

DocuSigned by:  
By: Nathaniel Malcolm  
91FB060A56884CD...

**Peninsula Clean Energy Authority**

by:  
By: Janis C. Pepper  
AF3E8A7990AD404

Approved as to form by counsel for PCE:

DocuSigned by:  
By: Hana Parmer Mandelbaum  
41C91ACF0B4048A...

**Redwood Coast Energy Authority**

DocuSigned by:  
By: Matt R. Mohr  
71854927A198432...

Approved as to form by counsel for RCEA:

By: Nancy Diamond  
8A3FFA8A3B56466

**City of San José, Chief of Staff Office of the City Manager**

By: Sarah Zarate 4/8/22

Approved as to form by counsel for SJCE:

By: Luisa Elkins  
Luisa Elkins (Mar 10, 2022, 09:27 PST)

**Silicon Valley Clean Energy Authority**

By: Girish Balachandran  
5CA64B9AC4C24C3

Approved as to form by counsel for SVCE:

By: Trisha Ortiz  
80CEDB7661684C2

**Sonoma Clean Power Authority**

DocuSigned by:  
By: Geoff Syphers  
239D7A4DA413494...

Approved as to form by counsel for SCP:

DocuSigned by:  
By: Joshua Nelson  
9A14B32C039046B...

**Valley Clean Energy**

DocuSigned by:  
By: Mitch Sears  
3E1FB16CE2754CE

Approved as to form by counsel for VCE:

DocuSigned by:  
By: Under Khalsa  
38687E28343646D...

## Exhibit A

**Table A-1: Not to Exceed Cost Allocation**

<b>PARTICIPANT</b>	<b>TARGET CAP.</b>	<b>ALLOCATION</b>	<b>FCR</b>
	<b>(MW)</b>	<b>(%)</b>	<b>TOTAL</b>
3CE	20	13.8	\$ 20,690
CPSF	18.5	12.8	\$ 19,138
MCE	15	10.3	\$ 15,517
PCE	22	15.2	\$ 22,758
RCEA	3.5	2.4	\$ 3,621
SCPA	14	9.7	\$ 14,483
SJCE	25	17.2	\$ 25,862
SVCE	17	11.7	\$ 17,586
VCE	10	6.9	\$ 10,345
<b>TOTAL</b>	145	100	\$ 150,000

## Exhibit B

### 1. Specific Party Provisions

#### a. Provisions Specific to CleanPowerSF.

- i. False Claims. Pursuant to San Francisco Administrative Code §21.35, any Party to this agreement who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A Party will be deemed to have submitted a false claim to the City if the Party: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.
- ii. Political Activity. In performing its responsibilities under this Agreement, Responsible Party shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure.

IN WITNESS WHEREOF, the Parties have executed this Agreement below on February 3, 2022.

**CC Power**

By: \_\_\_\_\_

Approved as to form by counsel for CC Power:

By: \_\_\_\_\_

**Central Coast Community Energy**

By: \_\_\_\_\_

Approved as to form by counsel for 3CE:

By: \_\_\_\_\_

**CleanPowerSE**

DocuSigned by:  
By: Dennis Herrera  
6619F304C40A4DA...

Approved as to form by counsel for CPSF:

DocuSigned by:  
By: William Sanders  
C2F0C304F8F846C...

**Marin Clean Energy**

By: \_\_\_\_\_

Approved as to form by counsel for MCE:

By: \_\_\_\_\_

**Peninsula Clean Energy Authority**

By: \_\_\_\_\_

Approved as to form by counsel for PCE:

By: \_\_\_\_\_

**Redwood Coast Energy Authority**

By: \_\_\_\_\_

Approved as to form by counsel for RCEA:

By: \_\_\_\_\_

**City of San José, Chief of Staff Office of the City Manager**

By: \_\_\_\_\_

Approved as to form by counsel for SJCE:

By: \_\_\_\_\_

**Silicon Valley Clean Energy Authority**

By: \_\_\_\_\_

Approved as to form by counsel for SVCE:

By: \_\_\_\_\_

**Sonoma Clean Power Authority**

By: \_\_\_\_\_

Approved as to form by counsel for SCP:

By: \_\_\_\_\_

**Valley Clean Energy**

By: \_\_\_\_\_

Approved as to form by counsel for VCE:

By: \_\_\_\_\_



**Certificate Of Completion**

Envelope Id: E9A6BFA7197548BAB6B961491ED5C9F2	Status: Completed
Subject: Please DocuSign: FCR Cost Sharing Agreement w Exhibit A_FINAL Execution Version.docx	
Source Envelope:	
Document Pages: 13	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Kris Kirkegaard
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	555 CAPITOL MALL
	STE 570
	SACRAMENTO, CA 95814
	administrator@braunlegal.com

**Record Tracking**

Status: Original 3/4/2022 10:44:27 AM	Holder: Kris Kirkegaard administrator@braunlegal.com	Location: DocuSign
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**Signer Events**

Dennis Herrera  
[Redacted]  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
*Dennis Herrera*  
6619F304C40A4DA...

**Timestamp**

Sent: 3/4/2022 11:32:32 AM  
Viewed: 3/4/2022 3:40:15 PM  
Signed: 3/4/2022 3:40:29 PM

Signature Adoption: Pre-selected Style  
Using [Redacted]

**Electronic Record and Signature Disclosure:**  
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ID: ba6b3748-594a-491b-998b-1c52868451d6

William Sanders  
[Redacted]  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*William Sanders*  
C2F0C304F8F846C

Sent: 3/4/2022 11:32:33 AM  
Viewed: 3/4/2022 11:46:01 AM  
Signed: 3/4/2022 11:46:17 AM

Signature Adoption: Pre-selected Style  
Using [Redacted]

**Electronic Record and Signature Disclosure:**  
Accepted: 3/4/2022 11:46:01 AM  
ID: eebb1f2b-ab7e-481a-8d41-693b6dc49089

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Brittany Iles  
[Redacted]  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 3/4/2022 11:32:32 AM  
Viewed: 3/4/2022 12:15:53 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 2/25/2022 10:45:54 AM  
ID: e6e3b46c-836c-40b4-8f6c-94f8a335549e

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	3/4/2022 11:32:33 AM
Certified Delivered	Security Checked	3/4/2022 11:46:01 AM
Signing Complete	Security Checked	3/4/2022 11:46:17 AM
Completed	Security Checked	3/4/2022 3:40:29 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Kris Kirkegaard (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Kris Kirkegaard:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [administrator@braunlegal.com](mailto:administrator@braunlegal.com)

**To advise Kris Kirkegaard of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [administrator@braunlegal.com](mailto:administrator@braunlegal.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Kris Kirkegaard**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [administrator@braunlegal.com](mailto:administrator@braunlegal.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Kris Kirkegaard**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [administrator@braunlegal.com](mailto:administrator@braunlegal.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.


### **Acknowledging your access and consent to receive and sign documents electronically**

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**Certificate Of Completion**

Envelope Id: 839331D48AE6410BA4BA68182D3A56E1	Status: Completed
Subject: Please DocuSign: FCR Cost Sharing Agreement w Exhibit A_FINAL Execution Version.docx	
Source Envelope:	
Document Pages: 13	Signatures: 16
Certificate Pages: 7	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Kris Kirkegaard
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	555 CAPITOL MALL
	STE 570
	SACRAMENTO, CA 95814
	administrator@braunlegal.com
	

**Record Tracking**

Status: Original	Holder: Kris Kirkegaard	Location: DocuSign
2/3/2022 11:50:58 AM	administrator@braunlegal.com	

**Signer Events**


Brittany Iles  
  
 Security Level: Email, Account Authentication (None)

**Signature**


DocuSigned by:  
  
93ACBC171893454...


**Timestamp**

Sent: 2/3/2022 1:23:55 PM  
 Viewed: 2/3/2022 2:01:44 PM  
 Signed: 2/3/2022 2:02:39 PM


Signature Adoption: Pre-selected Style  
 Using 

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/3/2022 2:01:44 PM  
 ID: 4970ea5d-7969-4e7b-873a-6cc8eedb218b


Dawn Weisz  
  
 CEO  
 MCE  
 Security Level: Email, Account Authentication (None)

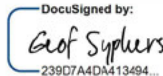
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 Viewed: 2/3/2022 5:02:40 PM  
 Signed: 2/3/2022 5:02:52 PM


Signature Adoption: Pre-selected Style  
 Using 

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/3/2022 5:02:40 PM  
 ID: ce98f52e-c4c8-4a8f-881f-436430d40773


Geof Syphers  
  
 Security Level: Email, Account Authentication (None)

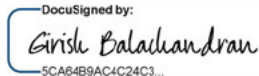
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 Viewed: 2/4/2022 12:01:41 PM  
 Signed: 2/4/2022 12:03:34 PM


Signature Adoption: Pre-selected Style  
 Using 

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/4/2022 12:01:41 PM  
 ID: 23fecdd51-312b-45b9-9e0e-ea2f751dbf2d

Girish Balachandran  
  
 CEO  
 Silicon Valley Clean Energy  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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Sent: 2/3/2022 1:23:57 PM  
 Viewed: 2/5/2022 6:04:24 AM  
 Signed: 2/5/2022 6:04:33 AM

Signature Adoption: Pre-selected Style  
 Using   
 Signed using mobile

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/17/2021 6:46:12 PM  
 ID: f7a1d25f-ad3f-4aaf-bfd1-ecc5972e5d1c

## Signer Events

Iana Parmer Mandelbaum

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 2/3/2022 8:01:50 PM  
ID: dcccdd5d-ba6f-4611-a5c6-fa42f1b9eb19

Inder Khalsa

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 6/25/2021 6:30:57 PM  
ID: 222481a9-4689-41b4-a709-44219f17ef28

Janis C. Pepper

CEO

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 2/8/2022 9:26:31 PM  
ID: 31c2af27-30a3-4c6b-a49a-4670a62fc2d4

Joshua Nelson

Partner

Best best & Krieger LLP

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 2/7/2022 1:53:26 PM  
ID: dd4f2c55-7eba-4c38-9f0f-78fed8e0f973

Matthew Marshall

Executive Director

Redwood Coast Energy Authority

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 2/3/2022 2:09:24 PM  
ID: e8a58630-28a5-4a6a-8770-da7634ba319c

Mitch Sears

Interim General Manager

Valley Clean Energy Alliance

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

## Signature

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*Iana Parmer Mandelbaum*  
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Signature Adoption: Pre-selected Style

Using [Redacted]

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*Inder Khalsa*  
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Signature Adoption: Pre-selected Style

Using [Redacted]

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*Janis C. Pepper*  
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Signature Adoption: Pre-selected Style

Using [Redacted]

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*Joshua Nelson*  
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Signature Adoption: Pre-selected Style

Using [Redacted]

DocuSigned by:  
*Matthew Marshall*  
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Signature Adoption: Uploaded Signature Image

Using [Redacted]

DocuSigned by:  
*Mitch Sears*  
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Signature Adoption: Pre-selected Style

Using [Redacted]

## Timestamp

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Viewed: 2/3/2022 8:01:50 PM  
Signed: 2/3/2022 8:01:58 PM

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Viewed: 2/7/2022 1:40:17 PM  
Signed: 2/7/2022 1:57:30 PM

Sent: 2/3/2022 1:23:58 PM  
Viewed: 2/8/2022 9:26:31 PM  
Signed: 2/9/2022 1:28:01 PM

Sent: 2/3/2022 1:23:59 PM  
Viewed: 2/7/2022 1:53:26 PM  
Signed: 2/7/2022 1:53:46 PM

Sent: 2/3/2022 1:23:59 PM  
Viewed: 2/3/2022 2:09:24 PM  
Signed: 2/3/2022 2:09:34 PM

Sent: 2/3/2022 1:24:00 PM  
Viewed: 2/3/2022 3:21:29 PM  
Signed: 2/3/2022 3:34:07 PM

**Signer Events****Signature****Timestamp**

Accepted: 2/3/2022 3:21:29 PM  
 ID: 87abc2e8-cd09-43d3-92e8-bc480c40c907

Nancy Diamond  
 [Redacted]

Security Level: Email, Account Authentication  
 (None)

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 Signed: 2/7/2022 9:22:47 AM

Signature Adoption: Pre-selected Style  
 Using [Redacted]

**Electronic Record and Signature Disclosure:**

Accepted: 2/7/2022 9:22:16 AM  
 ID: 7478099f-f3c1-4fe6-9574-819649805a83

Nathaniel Malcolm  
 [Redacted]

Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
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 Viewed: 2/3/2022 3:07:46 PM  
 Signed: 2/3/2022 3:46:20 PM

Signature Adoption: Pre-selected Style  
 Using [Redacted]

**Electronic Record and Signature Disclosure:**

Accepted: 2/3/2022 3:07:46 PM  
 ID: fc35a63a-ce41-4866-8628-7a6233351752

Robert Shaw  
 [Redacted]

Chief Operating Officer / General Counsel  
 Central Coast Community Energy  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
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Sent: 2/3/2022 1:24:01 PM  
 Viewed: 2/9/2022 5:54:50 AM  
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Signature Adoption: Pre-selected Style  
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 Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 6/23/2021 1:11:41 PM  
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Tim Haines  
 [Redacted]

Interim General Manager  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
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Sent: 2/3/2022 1:24:02 PM  
 Viewed: 2/3/2022 1:29:17 PM  
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Signature Adoption: Pre-selected Style  
 Using [Redacted]  
 Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 9/1/2021 9:54:25 AM  
 ID: 56d26dd7-f863-428e-9a2a-cd3b40646779

Tom Habashi  
 [Redacted]

CEO  
 central coast community energy  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
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Sent: 2/3/2022 1:24:02 PM  
 Viewed: 2/5/2022 8:53:03 AM  
 Signed: 2/5/2022 8:54:00 AM

Signature Adoption: Pre-selected Style  
 Using [Redacted]

**Electronic Record and Signature Disclosure:**

Accepted: 2/5/2022 8:53:03 AM  
 ID: 551f4271-a101-4c58-b00e-222a83783e77




**Signer Events**

Trisha Ortiz

[Redacted]

Security Level: Email, Account Authentication (None)

**Signature**

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Signature Adoption: Pre-selected Style

Using [Redacted]

**Timestamp**

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Viewed: 2/4/2022 3:22:17 PM

Signed: 2/9/2022 9:43:56 AM

**Electronic Record and Signature Disclosure:**

Accepted: 2/4/2022 3:22:17 PM

ID: b99481ae-3206-4ad4-b47a-311d5048627d

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Alisa Lembke

[Redacted]

Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 2/3/2022 1:24:03 PM

Viewed: 2/3/2022 2:59:03 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

2/3/2022 1:24:03 PM

Certified Delivered

Security Checked

2/4/2022 3:22:17 PM

Signing Complete

Security Checked

2/9/2022 9:43:56 AM

Completed

Security Checked

2/9/2022 1:28:01 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

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To contact us by email send messages to: [administrator@braunlegal.com](mailto:administrator@braunlegal.com)

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- ii. send us an email to [administrator@braunlegal.com](mailto:administrator@braunlegal.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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# 220309 Firm Clean Energy Resource Cost Sharing Agreement w Exhibit A\_FINAL Execution Version CED


Final Audit Report


2022-03-10


Created:	2022-03-09
By:	Angela Sato-Anderson [REDACTED]
Status:	Signed
Transaction ID:	CBJCHBCAABAAFC_dO2Oyd9txkxh73Eeqz2eZ45LxBCjF


## "220309 Firm Clean Energy Resource Cost Sharing Agreement w Exhibit A\_FINAL Execution Version CED" History

 Document created by Angela Sato-Anderson [REDACTED]  
2022-03-09 - 8:12:17 PM GMT-[REDACTED]

 Document emailed to Luisa Elkins [REDACTED] for signature  
2022-03-09 - 8:13:07 PM GMT

 Email viewed by Luisa Elkins [REDACTED]  
2022-03-09 - 9:19:32 PM GMT-[REDACTED]

 Document e-signed by Luisa Elkins (luisa.elkins@sanjoseca.gov)  
Signature Date: 2022-03-10 - 5:27:57 PM GMT - Time Source: server-[REDACTED]

 Agreement completed.  
2022-03-10 - 5:27:57 PM GMT

# City of San José Contract/Agreement Transmittal Form

## Route Order

## Attached / Completed

## Electronically Signed

- TO:  City Attorney  
 City Manager  
 **City Clerk** OR Return to  
 Dept. (circle one)

- Insurance Certificates / Waivers  Electronically Signed: Yes  
 Business Tax Certificate  Audit Trail Attached (if applicable)  
 Contacted Clerk re: Form 700  Scanned Signature Authorization  
 Supplemental Memorandums (if applicable): Select One

Type of Document: New Contract

Type of Contract: Other

### REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667572-000

Contractor: California Community Power

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Contract Description: Phase 2 Cost Sharing Agreement between CC Power and certain Members who seek to jointly procure Firm Clean Energy to cost effectively enhance the integration of each Party's respective CAISO renewable energy portfolio. (See GILES 666609)

Term Start Date: Upon Execution Term End Date: \_\_\_\_\_ Extension: Select one

Method of Procurement: N/A RFB, RFP or RFQ No.: \_\_\_\_\_ Date Conducted: \_\_\_\_\_

Agenda Date (if applicable): \_\_\_\_\_ Agenda Item No.: \_\_\_\_\_

Resolution No.: \_\_\_\_\_ Ordinance No.: \_\_\_\_\_

Original Contract Amount: \_\_\_\_\_ Amount of Increase/Decrease: \_\_\_\_\_

Option #: \_\_\_ of \_\_\_ Option Amount: \_\_\_\_\_ NTE/Updated Contract Amount: \$25,862.00

Fund/Appropriation: 501/0782

Form 700 Required (Selection mandatory for processing): No Revenue Agreement: No

Tax Certificate No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Department: Community Energy

Department Contact: angela.sato-anderson@sanjoseca.go Customer (Finance Only): \_\_\_\_\_

Notes:

Department Director Signature: \_\_\_\_\_ Date

Office of the City Manager Signature: Sarah Zarate 04/08/22 Date