



CLEAN POWER ALLIANCE

**REQUEST FOR PROPOSALS (RFP)**  
**FOR PREPAID SUPPLIER AND BOND UNDERWRITER FOR**  
**RENEWABLE ENERGY PREPAYMENT PROGRAM**

**I. OBJECTIVE**

Clean Power Alliance of Southern California (“CPA”) is seeking proposals (“Proposals”) from qualified and experienced financial institutions (individually, a “Proposer” or “Prepaid Supplier,” and collectively, “Proposers”) to structure and market a renewable energy prepayment transaction through a conduit issuer, whether it be a California Joint Powers Authority (“JPA”) or other public entity (“Issuer”). It is expected that the selected Prepaid Supplier will submit a proposal to become a prepay supplier for CPA’s transaction and the proposal must include bond underwriting and other related support services, including legal support (“Prepaid Supplier”). The Prepaid Supplier and Bond Underwriter will enter into definitive agreements with the Issuer, who will sell bonds for the purpose of prepaying the Prepaid Supplier for a 30-year supply of renewable energy. CPA will enter into a pay-as-you-go power purchase agreement with the Issuer.

**II. PROJECT BACKGROUND**

CPA is a Community Choice Aggregation (“CCA”) program, established as a Joint Powers Authority, made up of 32 local agencies across Los Angeles and Ventura Counties. These agencies have banded together to provide cleaner electricity at competitive rates, offering a choice of electricity service providers to approximately three million residents and businesses through approximately one million customer accounts in Southern California.

CPA recorded revenues of \$824 million in FY 2020/2021 and expects revenue of approximately \$895 million in FY 2021/2022. CPA’s net position at December 31, 2021 was \$101.1 million and had \$147.3 million of liquidity consisting of \$67.4 million unrestricted cash and an \$80 million line of credit (\$0 utilization) with JP Morgan Chase. CPA’s Annual Audited Financial Statements and quarterly reports are available on its website (<https://cleanpoweralliance.org/key-documents/>).

## **General Information about CPA**

### **CPA Customer Count Summary (approximate)**

1,000,000 customers  
• 875,000 residential customers  
• 125,000 non-residential customers

### **Annual Load Long-Term PPAs**

10,805 GWh  
\$5.29 billion in commitments  
• 1,904 MW<sub>AC</sub> of renewable resources  
• 1,026 MW of energy storage capacity

In March 2022, CPA engaged a municipal financial advisor to assist CPA with an initial evaluation of prepay transactions and to identify qualified service providers necessary to support a prospective prepay transaction.

## **III. QUALIFICATIONS AND EXPERIENCE**

A qualified Proposer should have the following minimum qualifications and experience:

- Proposer must have applicable qualifications and experience with natural gas and/or electricity prepayment transactions in the last 10 years.
- Proposer must have applicable qualifications and experience to support the structuring and implementation of a renewable energy prepayment transaction. CPA's objective is to close the transaction in Q4 2022.
- Additional requirements and questions regarding Proposer's qualifications and experience are included in **Attachment A** (Renewable Energy Prepayment Program Proposal Requirements).

## **IV. TERM OF WORK**

Services are expected to commence on July 8, 2022 and continue until the successful closing of a prepay transaction (anticipated by December 31, 2022) ("Term").

## **V. PRICING**

Proposer must describe in detail the compensation structure specified in **Attachment A**.

## VI. **RFP Process**

### A. **RFP Schedule**

The timetable for this RFP is as follows:

<b>Description</b>	<b>Date</b>
Release of RFP	April 29, 2022
Deadline for Written Questions	May 5, 2022
Responses to Questions Provided	May 9, 2022
<b>RFP Proposals Due</b>	<b>May 13, 2022</b>
Evaluation of Proposals	May 14-18, 2022
Interviews (if needed)	May 19-25, 2022
Present Prepaid Supplier selection to the CPA Board for Approval	July 7, 2022
Commencement of Work	July 8, 2022
Present Prepayment Transaction Documentation to the CPA Board for Approval	Q4 2022
Issuer Approvals (if any)	Q4 2022
Execute Prepayment Transaction	Q4 2022

Gray text denotes post-RFP Approvals or Processes with CPA and Issuer

### B. **Proposer Questions and CPA Responses**

Potential proposers may submit questions regarding this RFP by sending an email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) with a copy to [kfreeman@cleanpoweralliance.org](mailto:kfreeman@cleanpoweralliance.org). All questions must be received by 4:00pm (pacific time) on May 5, 2022. When submitting questions, please specify which section of the RFP you are referencing and quote the language that prompted the question. CPA will post responses to all of the questions received for this solicitation to CPA's website at: <https://cleanpoweralliance.org/get-involved/job-contracting-opportunities/> on May 9, 2022.

CPA reserves the right to group similar questions when providing answers. Questions may address issues or concerns that the evaluation criteria and/or business requirements would unfairly disadvantage providers or, due to unclear instructions, may result in CPA not receiving the best possible responses from provider.

### C. Proposal Submission Deadline

A proposal should be submitted by email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) by 4:00 pm on May 13, 2022. Please include "PROPOSAL FOR RENEWABLE ENERGY PREPAYMENT PROGRAM " in the email subject line.

It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposer shall bear all risks associated with delays in delivery. Any proposals received after the scheduled closing date and time for receipt of proposals may not be accepted.

### D. Proposal Evaluation Criteria

Proposals will be evaluated in accordance with the following evaluation criteria:

<b>Evaluation Criteria</b>
Proposer's qualifications and experience (see Section III).
Proposer's responses to the Proposal Requirements as identified in <b>Attachment A</b> .
Proposer's Pricing (see Section V)

### E. Evaluation Process

CPA will evaluate the proposals pursuant to the criteria specified in Section VI.D. above. CPA may select one particular Proposer or select a combination of Proposer (with or without interviews); or conduct interviews with a "short list" of Proposers, consisting of those Proposers reasonably likely, in the opinion of CPA, to be selected. Any interview may include discussions about services offered, conflicts of interests with other clients, or fees/compensation amount or structure. Interviews may take place through written correspondence, telephone or video conference, and/or face-to-face interviews, at CPA's sole discretion.

CPA reserves the right not to convene interviews or discussions, and to make an award on the basis of initial proposals received. References may be contacted at any point in the evaluation process.

After a Proposer has been selected, CPA will negotiate the terms of the prepaid transaction. If satisfactory terms cannot be negotiated, CPA may, at its sole discretion, begin negotiations with the next qualified Proposer who submitted a proposal, as determined by CPA. Proposers are further notified that CPA may terminate discussions / negotiations with any Proposer with whom CPA cannot satisfactorily negotiate or consummate a prepaid transaction.

## **VII. PROPOSAL REQUIREMENTS**

Proposals shall include the following components:

- Proposer's qualifications and experience with the elements specified in Section III (Qualifications and Experience). Proposer must provide qualifications for all team members, including the principal, company official(s), and other personnel who Proposer anticipates will be assigned to work on behalf of CPA. This requirement includes, but is not limited to, Proposer's anticipated subcontractors or teaming partners. Proposer must explain each project team member's role and responsibility.
- Proposer's explanation for how it plans to meet the requirements specified in **Attachment A**. This section must include:
  - Proposer's qualifications and approach.
  - Proposer's proposed structure.
  - Underwriting qualifications and approach.
  - Sample qualitative analysis.
  - A list of teaming partners and/or subcontractors, if any, and their respective roles and responsibilities separated by task.
  - Proposer must provide its pricing proposal, including the information required in Section V (Pricing) above.
  - If a teaming arrangement is being proposed, teaming partner or subcontractor costs should be broken out separately.
- Proposer's completed Prospective Contractor References Form. See **Attachment B**.
- Proposer's completed Proposer's completed Campaign Contribution Form. See **Attachment E**.

## **VIII. RESERVATION OF RIGHTS**

This RFP is a solicitation for proposals only and is not intended as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations. CPA may, at its sole discretion, accept or reject any or all proposals submitted in response to this RFP. CPA also may, in its sole discretion, make no award for this RFP or cancel this RFP in its entirety. In addition, CPA may, at its sole discretion, only elect to proceed with negotiations for some of the services included in the proposal. CPA further reserves its right to waive minor errors and omissions in proposals, request additional information or revisions to offers, and to negotiate with any or all Proposers.

CPA shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. CPA reserves the right to waive inconsequential disparities in a submitted proposal. CPA has the right to amend the RFP,

in whole or in part, by written addendum, at any time. CPA is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda. Such addendum shall be made available to each person or organization which CPA records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of CPA. CPA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf. CPA has the right to reissue the RFP at a future date.

## **IX. CONFIDENTIALITY AND PUBLIC RECORDS**

Responses to this RFP shall become the exclusive property of CPA. CPA is subject to the California Public Records Act ("CPRA"). The recommended Proposer's proposal will become a matter of public record when negotiations are complete and when an agreement is executed by CPA. Exceptions to disclosure may be available to those parts or portions of proposals that are justifiably and reasonably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret", "Confidential", or "Proprietary". CPA shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the CPRA or otherwise by law.

**In the event CPA receives a CPRA request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", Proposer agrees to defend and indemnify CPA from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the CPRA request.**

A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of a CPRA exemption, and a Proposer who indiscriminately and without justification identifies most or all of its proposal as exempt from disclosure or submits a redacted copy may be deemed non-responsive.

## **X. CONFLICTS OF INTEREST**

CPA is governed by the Political Reform Act, Government Code Section 1090, Government Code Section 84308, and other requirements governing conflicts, campaign contributions, and gifts. Proposers are required to review all applicable conflict of interest laws. In addition, CPA has adopted policies governing bidder conduct. Proposers are advised to review all policies, including the Vendor Communication Policy available here: <https://cleanpoweralliance.org/key-documents/>.

You may not contact or receive information outside of this RFP process. If it is discovered

that the Proposer contacted and received information from anyone other than the email address specified above and under the process specified herein regarding this solicitation, CPA may, in its sole discretion, disqualify your proposal from further consideration.

All contact regarding this RFP or any matter relating thereto must be in writing and may be emailed to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) with a copy to [kfreeman@cleanpoweralliance.org](mailto:kfreeman@cleanpoweralliance.org).

## **ATTACHMENTS**

**Attachment A** – Renewable Energy Prepayment Program Proposal Requirements

**Attachment B** – Prospective Contractor References

**Attachment C** – CPA Member Agencies

**Attachment D** – Reserved

**Attachment E** – Campaign Contribution Form (Government Code 84308)

**ATTACHMENT A**  
**RENEWABLE ENERGY PREPAYMENT PROGRAM**  
**PROPOSAL REQUIREMENTS**

Proposals submitted to CPA must include, but are not limited to, responses to the following questions:

**1. Supplier's Qualifications and Approach**

- a) Describe your firm's municipal utility presence, both nationally, regionally and within California, with respect to energy supply and trading.
- b) Detail your recent experience, if any, in supplying or trading renewable energy both nationally, regionally and within California.
- c) Describe your firm's involvement with CCAs.
- d) Describe the qualifications and experience of the personnel assigned to your prepay team and a description of the function each would perform.
- e) Please provide one or two case study(s) that demonstrates your firm's ability to serve CPA in the capacity of Prepaid Supplier. What aspects of these case studies are most relevant to CPA?
- f) Provide a list of all completed natural gas and electricity (collectively "commodity" or "commodities") transactions over the last 10 years for your proposed team. Please indicate:
  - i. Which prepayments utilized a bond and commodity discount repricing mechanism.
  - ii. Pricing and closing dates.
  - iii. Total commodity quantity.
  - iv. Initial term.
  - v. Commodity quantity in the initial term.
  - vi. The resulting savings as a percent of the fixed cash flows in the initial period.
  - vii. The savings during the initial term as a percent of the prepayment received.
- g) If CPA elects to proceed with this prepay transaction at its May or June Board meeting and authorize selection of a Prepaid Supplier in either its June or July Board meeting, then CPA's objective is to close this transaction in the fourth quarter of 2022. What comfort can your firm provide that your structure is feasible and can be implemented in this timeframe? Describe timing considerations for this transaction, including financial reporting blackout dates or any other prepayment transactions that your firm is currently or may become engaged with that would take precedence, and your firm's perspective of what dates would be best



suited for pricing the transaction in 2022.

- h) Describe any other attributes that distinguish your firm from others offering similar services that you believe would be helpful to CPA in the selection process.

## **2. Supplier's Proposed Structure**

- a) Describe your proposed structure(s) for a renewable energy prepayment program for CPA. Discuss considerations, including timing, structure, tax and/or policy issues. If proposing a teaming arrangement, please specify which entities will serve in the roles of Prepaid Supplier and Bond Underwriter. Describe any features of your recommended structure(s) that are yet untested from a legal, tax or market perspective. Please discuss the benefits, risks and risk mitigates inherent in your proposed structure for which CPA and CPA's Board should be aware.
- b) Assuming a structure subject to repricing, please discuss:
  - i. Recommended initial term given market conditions on Tuesday, May 10.
  - ii. Your firm's current position to "termining out" the transaction at the end of the initial period or any subsequent reset period, market conditions allowing.
  - iii. Required Minimum Discount (as a percent of fixed cashflows) for a reset.
- c) What characteristics of your structure enhance the likelihood a successful reset (if the prepaid agreement's assignment language, then please provide or summarize).
- d) Discuss the role of the commodity swap in your firm's structure in terms of risks/mitigators, pricing of the prepayment and impact on savings, dormant/active, etc.
- e) Detail how your structure might address the possible risk of load loss in the future, with particular attention to remarketing and remediation, as well as other options should CPA not be able to use some or all of the prepaid electricity in the future, for either a limited or extended period of time.
- f) Is your firm open to including limited assignments of electricity from one or more of CPA's existing PPAs in the prepayment transaction? Discuss how such PPA assignments might impact savings, monthly cashflow timing and the time to complete the transaction (e.g., KYC of PPA sellers).
- g) Does an assignment of a PPA result in the PPA seller assuming the credit risk of the Prepaid Supplier and/or does the PPA seller retain credit

risk to CPA? Assuming that certain quantities in excess of those required for the prepayment are delivered under a PPA, is the PPA seller required to generate two invoices, and if not, then how are invoicing and payments managed, especially in light of timing of payment differentials?

- h) What happens to the assigned PPAs if the Minimum Discount is not met at a re-pricing or upon a default by the Prepaid Supplier? Please describe how CPA is protected from paying twice for electricity deliveries where the Prepaid Supplier defaults in its obligation to pay under an assigned PPA and the prepay program terminates. What type of electricity is delivered if a PPA (with or without notice) fails?
- i) At what savings level, expressed as a percentage of the (issuer's) fixed cashflows after ongoing program expenses, would your firm expect to execute a transaction?

### **3. Underwriting Qualifications and Approach**

- a) Describe your firm's public power and electricity utility finance presence both nationally, regionally, and within California specifically.
- b) Please highlight experiences in financing prepayment programs over the past ten years with an emphasis on structures that require one or more bond re-pricings.
- c) Please highlight unsuccessful re-pricings resulting in terminations or commodity remarketing and successful re-pricing with a summary explanation of structures utilized to effect that success (including savings in the reset term as a percentage of fixed cashflows).
- d) What do you anticipate will be the important credit considerations related to your proposed structure? CPA desires to limit its outside credit exposure only to highly rated entities and/or structures. Are there any exposures beyond the supplier (and guarantor)? How does your approach impact CPA? How does your approach impact the credit rating process and credit spreads of the bonds sold to finance the prepayment?
- e) Describe your approach to marketing your proposed structure's prepay bonds, including the ability to upsize or downsize the offering, green bond designation and any considerations specific to your structure.
  - i. Where would you expect the prepay bonds to price relative to MMD, Sifma, and/or 67% of SOFR as of COB Tuesday, May 10 for 5-, 7-, and 9-year terms?
  - ii. Do you believe that the trading value of California tax-exempt bonds will produce higher savings levels for a CPA transaction than those completed in the Southeast and how does the transaction's size impact any California benefit? Provide an estimate of benefits taking into consideration various transaction sizes.

#### **4. Compensation, Fees, Costs, Terms and Credit Approval**

- a) Provide a discussion of how your firm would determine its supplier discount rate or funding cost for the total prepaid electricity price. Indicate whether you link the initial period discount rate to any interest rate indices or to market-based measures of your firm's funding cost and describe any adjustment to the funding cost for ancillary costs.
- j) What would the initial period funding rate be as of COB Tuesday, May 10 for 5-, 7- and 9-year remarketing).
  - i. What portion of the upstream reservation fees, if any, are included in the prepay price?
  - ii. Please indicate if the reservation fees are fixed for the entire term of the prepayment.
  - iii. Please indicate any fees or charges that are subject to change at a repricing.
  - iv. Please identify any third-party suppliers your firm expects to rely upon for delivery of prepaid electricity supply, including assumed costs (included in the reservation fee) and their qualifications.
- k) Provide suggestions for potential commodity swap counterparties and your expectations for fees related to the commodity swap(s). Discuss how you would work with the swap counterparty to determine the forward fixed price of electricity to be used for the transaction, and whether CPA or other parties may be required to provide opinions or certifications relative to the electricity price curve.
- l) Identify your not-to-exceed proposal for underwriters' spread for your proposed structure, specifying takedowns, management fees and a detailed breakdown of expenses (including the costs of underwriter's counsel and commodity supply counsel). Highlight any other areas or forms of compensation relative to this program.
- m) List any fees or expenses that would be payable by CPA or assumed by your firm in the event market conditions prohibited a transaction from being finalized (e.g., rating agency fees).
- n) Provide a discussion of how you would structure the bond amortization to establish the targeted savings level for the initial term, and how you would approach market assumptions, amortizations, and minimum savings targets for subsequent periods.
- o) To the extent that your proposed structure includes interest rate swaps, and specifically interest rate swaps that may be terminated in the event the overall transaction terminates, provide a discussion of how you would expect to price those interest rate swaps relative to any established market indices or actual prepayment bond variable interest rates. Please

itemize any interest rate swap fees and levels as of COB Tuesday, May 10 for 5-, 7- and 9-year terms.

- p) Discuss your proposed structure's use of reserve accounts, funding agreements, receivables purchase agreements, or other forms of credit support. If you are proposing the use of funding agreements or credit support to reduce the amount of required debt service or operating reserves, provide a discussion of the expected pricing of the credit support. Describe your approach to reinvestment of reserve accounts and debt service funds and provide a discussion of required ratings of any GIC or investment counterparties.
- q) Assuming a transaction size of between \$500 million and \$1 billion, which credit rating agencies do you expect to seek a credit rating from and what are their rating fees/costs given your structure?
- r) Please indicate the amount of any electricity remarketing fees.
- s) What other certifications or opinions may be required of CPA or its consultants relative to the quantity of prepaid electricity, electricity prices, interest rates, future potential interest rates, future transaction economics, etc.?
- t) Detail your firm's credit approval process and timing for this transaction.

## **5. Sample Quantitative Analysis**

- a) Please provide two scenarios of quantitative analysis:
  - i. Level Cashflows.
    - o Closing date 11/15/2022.
    - o Deliveries 4/1/2023 through 3/31/2053.
    - o Mandatory Put date of 1/1/2030 (approximately 7 years).
    - o Monthly PPA or swap cashflows beginning 4/1/2023 of \$2,500,000.
    - o Additional Optional Scenario(s): Provide alternative Put dates if your structure provides better economics for an earlier Put date or similar economics for a longer Put date (i.e., 5 year or 9 year).
  - ii. Back-load Cashflows:
    - o Closing date 11/15/2022.
    - o Deliveries as per a) above 4/1/2023 through 3/31/2053.
    - o Mandatory Put date of 1/1/2030 (approximately 7 years).
    - o Monthly PPA or swap cashflows of \$2,500,000 escalate 5% every five years thereafter beginning 12/1/2029 through 3/31/2053.

- Provide alternative Put dates if your structure provides better economics for an earlier Put date or similar economics for a longer Put date (i.e., 5 year or 9 year).

b) Assume the following inputs:

- Cost of Issuance of \$2,500,000.
- Commodity swap fee \$0.20 MWh dormant / \$0.40 MWh active assuming 50,000 MWh per month.
- Ongoing issuer-related expenses of \$75,000 per year.
- Your fees, costs, interest rates (as of COB Tuesday, May 10), and terms as provided in your response to Sections 3 and 4 of Attachment A.

c) Provide the following outputs:

- Monthly and Annual Economics for the initial term.
- Sources and Uses of Funds showing the prepaid price, capitalized interest, reserves, underwriting fee, and any other up-front use of funds.
- Reservation or electricity supply fees and any other fees such as interest rate swap fees.
- Calculation of the prepaid price indicating the supplier's PV rate for determining the prepay price and discount method (i.e., 30/360 or actual/365).
- Supplier's initial period funding rate.
- Debt service schedule and bond pricing table showing coupons, yields and prices.
- Assumed Investment return and type of agreement for debt service fund and any reserves.
- A breakdown of the percentage of total value received by CPA versus the supplier along with a description of any internal policy (formal or informal) for your total value vs. the municipal.

**ATTACHMENT B  
PROSPECTIVE CONTRACTOR REFERENCES**

**Contractor's Name:** \_\_\_\_\_

List three (3) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**ATTACHMENT C**  
**List of CPA MEMBER AGENCIES**

<b>County/City</b>
<b>Agoura Hills</b>
<b>Alhambra</b>
<b>Arcadia</b>
<b>Beverly Hills</b>
<b>Calabasas</b>
<b>Camarillo</b>
<b>Carson</b>
<b>Claremont</b>
<b>Culver City</b>
<b>Downey</b>
<b>Hawaiian Gardens</b>
<b>Hawthorne</b>
<b>LA County</b>
<b>Malibu</b>
<b>Manhattan Beach</b>
<b>Moorpark</b>
<b>Ojai</b>
<b>Oxnard</b>
<b>Paramount</b>
<b>Redondo Beach</b>
<b>Rolling Hills Estates</b>
<b>Santa Monica</b>
<b>Sierra Madre</b>
<b>Simi Valley</b>
<b>South Pasadena</b>
<b>Temple City</b>
<b>Thousand Oaks</b>
<b>Ventura City</b>
<b>Ventura County</b>
<b>West Hollywood</b>
<b>Westlake Village</b>
<b>Whittier</b>

**ATTACHMENT D**  
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**ATTACHMENT E  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**Government Code Section 84308**

In accordance with California law, proposers and contracting parties are required to disclose, at the time a proposal is submitted or pre-qualified provider receives a Task Order solicitation, information relating to any campaign contributions made to Clean Power Alliance of Southern California's (CPA) Regular or Alternate Directors, including: the name of the party making the contribution (which includes any parent, subsidiary or otherwise related business entity, as defined below), the amount of the contribution, and the date the contribution was made. 2 Cal. Code of Regs. (C.C.R.) §18438.8(b).

California law prohibits a party, participant, or an agent, from making campaign contributions to a CPA Director of more than \$250 while their contract is pending before the CPA Board; and **further prohibits any campaign contribution of more than \$250 from being made for three (3) months following the date of the final decision by the CPA Board.** Gov't Code §84308(d).

For purposes of reaching the \$250 limit, the campaign contributions of the proposer or contractor plus contributions by its parents, affiliates, and related companies of the contractor or proposer are added together. 2 C.C.R. §18438.5.

In addition, a CPA Director must abstain from voting on a contract or permit if they have received a campaign contribution from a party or participant to the proceeding, or agent, totaling more than \$250 in the 12-month period prior to the consideration of the item by the CPA Board. Gov't Code §84308(c).

The names of the Regular and Alternate Directors and their member agency is attached hereto as Exhibit A. **Please note that Exhibit A may change from time to time. It is the contractor's or proposer's responsibility to comply with Section 84308.**

\* \* \* \* \*

Every proposer or contractor must disclose as follows:

**Section 1**

Proposer/Contractor (Legal Name)\_\_\_\_\_.

List any parent, subsidiaries, or otherwise affiliated business entities of Contractor (See definitions in 2 C.C.R.. §18703.1(d)):

\_\_\_\_\_

\*Attach additional pages, if necessary

**Section 2**

Has Contractor or Proposer (identified in Section 1) and/or any parent, subsidiary, or

affiliated company, or agent thereof, made a campaign contribution(s) totaling \$250 or more in the aggregate to a Director of CPA's Board in the 12 months preceding the date of execution of this disclosure?

Yes

No

If YES, proceed to Section 3 and complete. Then, sign and date under Section 4.

If NO, proceed to Section 4.

**Section 3**

<b>Regular/Alternate Director</b>	<b>Amount of Contribution</b>	<b>Date of Contribution</b>

\*Attach additional pages, if necessary

**Section 4**

I, \_\_\_\_\_, [print name] am authorized to sign this disclosure on behalf of the Contractor/Proposer identified in Section 1. I acknowledge and understand Government Code Section 84308 requirements, including any continuing compliance obligations. I declare the foregoing disclosures to be true and correct.

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DISCLOSURE DATE: \_\_\_\_\_

The following individuals listed are elected officials who serve on Clean Power Alliance’s Board of Directors as either Regular or Alternate Directors. Non-elected alternate directors are not included, unless they are campaigning for elected office.

**REGULAR DIRECTORS**

<b>County/City</b>	<b>Regular Directors</b>
<b>1. Agoura Hills</b>	Deborah Klein Lopez
<b>2. Alhambra</b>	Jeff Maloney
<b>3. Arcadia</b>	Sho Tay
<b>4. Beverly Hills</b>	Julian Gold
<b>5. Calabasas</b>	Mary Sue Maurer
<b>6. Camarillo</b>	Susan Santangelo
<b>7. Carson</b>	Jawane Hilton
<b>8. Claremont</b>	Corey Calaycay
<b>9. Culver City</b>	Daniel Lee
<b>10. Downey</b>	Catherine Alvarez
<b>11. Hawaiian Gardens</b>	Luis Roa
<b>12. Hawthorne</b>	Alex Monteiro
<b>13. LA County</b>	Sheila Kuehl
<b>14. Malibu</b>	Mikke Pierson
<b>15. Manhattan Beach</b>	Hildy Stern
<b>16. Moorpark</b>	Janice Parvin
<b>17. Ojai</b>	Betsy Stix
<b>18. Oxnard</b>	Bert Perello
<b>19. Paramount</b>	Vilma Cuellar Stallings
<b>20. Redondo Beach</b>	Christian Horvath
<b>21. Rolling Hills Estates</b>	Steve Zuckerman

<b>22. Santa Monica</b>	Gleam Davis
<b>23. Sierra Madre</b>	Robert Parkhurst
<b>24. Simi Valley</b>	Ruth Luevanos
<b>25. South Pasadena</b>	Diana Mahmud
<b>26. Temple City</b>	Fernando Vizcarra
<b>27. Thousand Oaks</b>	Kevin McNamee
<b>28. City of Ventura</b>	Sofia Rubalcava
<b>29. Ventura County</b>	Linda Parks
<b>30. West Hollywood</b>	Lindsey Horvath
<b>31. Westlake Village</b>	Ned Davis
<b>32. Whittier</b>	Fernando Dutra

### **ALTERNATE DIRECTOR(S)**

<b>County/City</b>	<b>Alternate Director(s)</b>
<b>1. Agoura Hills</b>	Linda Nothrup Louis Celaya
<b>2. Alhambra</b>	Adele Andrade-Stadler
<b>3. Arcadia</b>	Dominic Lazzaretto
<b>4. Beverly Hills</b>	Robert Wunderlich
<b>5. Calabasas</b>	David Shapiro Michael McConville
<b>6. Camarillo</b>	Sean Mulchay Tony Trembley
<b>7. Carson</b>	Cedric L. Hicks Sr. Reata Kulcsar
<b>8. Claremont</b>	Jennifer Stark
<b>9. Culver City</b>	Yasmine-Imani McMorris Joe Susca
<b>10. Downey</b>	Blanca Pacheco

<b>11. Hawaiian Gardens</b>	Ramie L. Torres
<b>12. Hawthorne</b>	Akbar Farokhi
<b>13. LA County</b>	Holly Mitchell Gary Gero
<b>14. Malibu</b>	Steve Uhring Christine Shen
<b>15. Manhattan Beach</b>	Richard Montgomery Dana Murray
<b>16. Moorpark</b>	Jessica Sandifer
<b>17. Ojai</b>	William Weirick Michelle Ellison
<b>18. Oxnard</b>	Vianey Lopez Kathleen Mallory
<b>19. Paramount</b>	Isabel Aguayo Adriana Figueroa
<b>20. Redondo Beach</b>	Ted Semaan Todd Lowenstein
<b>21. Rolling Hills Estates</b>	Debby Stegura Jeannie Naughton
<b>22. Santa Monica</b>	Pam O'Connor
<b>23. Sierra Madre</b>	Kelly Kriebs
<b>24. Simi Valley</b>	Keith Mashburn Samantha Argabrite
<b>25. South Pasadena</b>	Michael Cacciotti Kim Hughes
<b>26. Temple City</b>	William Man Tom Chavez
<b>27. Thousand Oaks</b>	Cliff Finley Helen Cox
<b>28. City of Ventura</b>	Mike Johnson Joe Yahner
<b>29. Ventura County</b>	Carmen Ramirez
<b>30. West Hollywood</b>	Lauren Meister Robyn Eason
<b>31. Westlake Village</b>	Susan McSweeney Phillippe Eskandar
<b>32. Whittier</b>	Henry Bouchot Vicki Smith