



## Council Agenda Report

From: Ty Lewis, City Manager

Subject: Central Coast Community Energy Board Appointments:

1. Recission of Memorandum of Understanding with the Cities of San Luis Obispo and Morro Bay for Sharing Policy Board, Operations Board, and Community Advisory Committee Seats
2. Approval of Memorandum of Understanding with City of Atascadero for Sharing Policy Board and Operations Board Seats
3. Appoint Policy Board Member and Policy Board Alternate Member
4. Finding this action is not a project under the California Environmental Quality Act, State Guidelines Section 15378(b)(5)

Date: November 15, 2022

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### Facts

1. Community Choice Energy (CCE), authorized by Assembly Bill 117, is a state law that allows cities, counties, and other authorized entities to aggregate electricity demand within their jurisdictions to purchase and/or generate electricity supplies for residents and businesses within their jurisdiction while maintaining the existing electricity provider for physical transmission and distribution services.
2. Central Coast Community Energy (CCCE) was established in 2018 to source clean and renewable electricity at competitive prices for customers throughout Monterey, San Benito, Santa Cruz, San Luis Obispo, and Santa Barbara counties. CCCE is locally controlled and governed by board members who represent each community served by the agency.
3. Paso Robles joined Central Coast Community Energy in 2019 and began receiving service on January 1, 2021.
4. CCCE is the primary electricity provider for the following communities: County of Monterey, County of San Benito, County of Santa Cruz, County of Santa Barbara, Arroyo Grande, Buellton, Capitola, Carmel, Carpinteria, Del Rey Oaks, Goleta, Gonzales, Greenfield, Grover Beach, Guadalupe, Hollister, Marina, Monterey, Morro Bay, Pacific Grove, Paso Robles, Pismo Beach, Salinas, Sand City, San Juan Bautista, San Luis Obispo, Santa Cruz, Santa Maria, Scotts Valley, Seaside, Soledad, Solvang, and Watsonville.
5. Per the CCCE Joint Powers Agreement (JPA), smaller jurisdictions share seats on the Policy Board and Operations Board. Jurisdictions with 50,000 or more residents have permanent seats, while smaller jurisdictions share seats based on geographic proximity.
6. Prior to Paso Robles joining CCCE, the cities of Morro Bay and San Luis Obispo entered into an agreement for sharing the Policy Board, Operations Board, and Community Advisory Council seat. In [November 2020](#), the Paso Robles City Council approved a new MOU with Morro Bay and San Luis Obispo to outline the process for the seat in each of the three boards is now to be shared between the cities (Attachment 1). San Luis Obispo has provided the representation for the three cities since the MOU was approved.
7. In February 2022, the Atascadero City Council voted to formally join CCCE and will begin to receive service on January 1, 2024. The CCCE JPA amendment to add Atascadero was approved on September 22, 2022 and became effective immediately.
8. The addition of Atascadero to CCCE results in one new seat being added to the Policy Board, and Operations Board, respectively to account for the expansion. These new seats will be shared between Paso Robles and Atascadero.

9. There is no expansion of the Community Advisory Committee because of Atascadero joining CCCE, therefore, no appointment process is outlined in the proposed MOU. Should a vacancy occur on the Committee, CCCE has a process to solicit interested individuals to serve.
10. To formalize the sharing of these seats, a new MOU (Attachment 2) has been drafted that outlines the selection process, term, and other details associated with the appointments.

### **Options**

1. Take no action;
2. Rescind Memorandum of Understanding with the Cities of San Luis Obispo and Morro Bay, approve Memorandum of Understanding with City of Atascadero for sharing of Policy Board and Operations Board seats, and appoint one councilmember as primary and one councilmember an alternate to the CCCE Policy Board.
3. Provide alternative direction to staff.

### **Analysis and Conclusions**

As outlined in the CCCE JPA, the agency is governed by two decisions making bodies and has one advisory body:

- The Policy Board is comprised of elected officials and provides guidance and 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. The Policy Board meets four times a year inclusive of the annual joint board/council meeting.
- The Operations Board is seated with senior executive/County Administrative Officers and senior executive/City Managers. The Operations Board provides oversight and support to the CCCE Chief Executive Officer on matters pertaining to the provision of electrical service to customers in the region and other routine operational matters of the Authority. The Operations Board meets eight times a year in addition to the annual joint board/council meeting.
- The Community Advisory Council is comprised of community members and serves in an advisory role to the Policy Board and Operations Board.

Prior to Paso Robles joining CCCE, the cities of Morro Bay and San Luis Obispo entered into a formal agreement for sharing the Policy Board, Operations Board, and Community Advisory Council seat. In [November 2020](#), the Paso Robles City Council approved a new MOU with Morro Bay and San Luis Obispo to outline the process for the seat in each of the three boards is now to be shared between the cities. This MOU remains in place as of today. The City of San Luis Obispo has provided the representation for the three cities since the MOU was approved.

In February 2022, the Atascadero City Council voted to formally join CCCE and will begin to receive service on January 1, 2024. The CCCE JPA amendment to add Atascadero was approved on September 22, 2022 and became effective immediately. The addition of Atascadero to CCCE results in one new seat being added to the Policy Board and Operations Board, respectively to account for the expansion. These new seats will be shared between Paso Robles and Atascadero. There is no expansion of the Community Advisory Committee because of Atascadero joining CCCE, therefore, there is no appointment process is outlined in the proposed MOU. Should a vacancy occur on the Committee, CCCE has an established process to solicit interested individuals to serve. Staff will share that information if and when it becomes available.

The actions requested this evening are intended to ensure continuity of representation for Paso Robles and Atascadero on the two CCCE boards.

#### *Rescinding of Existing MOU*

The recent addition of Atascadero and subsequent amendment to the CCCE JPA now allocates one policy board, one operations board and applicable advisory body seats between the City of Atascadero and Paso Robles. Section G of the current MOU indicates the agreement “is effective until the CCCE governance model changes.” Because the governance model has changed, the current MOU between the cities of Morro Bay, San Luis Obispo and Paso Robles is now obsolete. Therefore, staff is recommending the City formally

withdrawal from the MOU and notify the cities of Morro Bay and San Luis Obispo of this action. Staff has been in contact with both cities and have mutually agreed this path is the preferred method for removing the City of Paso Robles from this MOU. Should the City Council take this action, staff will provide formal written notice of withdrawal to the other parties to this MOU.

#### *New MOU*

City of Paso Robles and Atascadero staff have collaborated to craft a new proposed MOU that defines the appointment process, terms and other details for the policy board and operations board seats. Highlights of the attached proposed MOU include:

- The cities will alternate appointments every two years.
- The same city will appoint/assign individuals to each board for each respective term.
- The terms will begin in January of odd years (with the exception of this year's appointments, which will be effective immediately).
- The City of Paso Robles will make the appointments for the first two-year term; Atascadero will make the appointments to begin terms in January 2025. The cities will continue to alternate until such time the MOU is terminated or amended.
- The appointed individual may serve after their term ends if an appointment from the other city has not been made to ensure there is no absence of representation for either city.
- The Policy Board member and alternate shall be sitting members of the City Council; the Operations Board member is automatically determined to be the City Manager or designee assigned by the City Manager.
- The appointed/assigned individuals are required to share relevant information from CCCE meetings or other engagements with the elected officials and/or appointed officials from both cities.
- The MOU will terminate if there is a change in the governance model of CCCE that renders it obsolete, if one or both parties withdraw from CCCE or via a 30-day noticing process.
- The MOU includes mutual indemnification language.

Approval of this MOU and appointments tonight ensures the cities will have immediate representation on the Policy and Operations boards. The Atascadero City Council approved the MOU during its [November 8, 2022 meeting](#).

#### *Board Appointments*

Staff is requesting the Mayor, with approval of the City Council, appoint a councilmember as the primary CCCE Policy Board member and an alternate Policy Board member.

As an organizational action the rescission of the existing MOU and approval of the subsequent MOU governing board composition and related matters is not a project under the California Environmental Quality Act, State Guidelines Section 15378(b)(5) because it is an organizational activity that will not result in a direct or indirect physical change in the environment.

#### **Fiscal Impact**

None.

#### **Recommendation (Option 2)**

1. Rescind the CCCE Board Appointment Memorandum of Understanding with the Cities of San Luis Obispo and Morro Bay and direct City Manager to issue a letter to all parties notifying them of such action;
2. Approve the Memorandum of Understanding with the City of Atascadero for sharing CCCE Policy Board and Operations Board seats in a form substantially similar to Attachment 2; and

3. Authorize the City Manager to execute the MOU in a form substantially similar to the MOU presented in Attachment 2 and subject to approval as to form by the City Attorney.
4. Appoint a Primary and Alternate to the CCCE Policy Board.
5. Find this action is not a project under the California Environmental Quality Act, State Guidelines Section 15378(b)(5).

**Attachments**

1. MOU with City of Morro Bay and San Luis Obispo
2. MOU with City of Atascadero

# Attachment 1

City of San Luis Obispo and City of Morro Bay  
Monterey Bay Community Power Participation Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF SAN LUIS OBISPO, CITY OF EL PASO DE ROBLES, AND CITY OF MORRO BAY  
REGARDING PARTICIPATION WITH  
CENTRAL COAST COMMUNITY ENERGY

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the City of San Luis Obispo, a California municipal corporation and Charter City, hereinafter referred to as SAN LUIS OBISPO, the City of Morro Bay, a California municipal corporation, hereinafter referred to as MORRO BAY, and the City of El Paso de Robles, a California municipal corporation hereinafter referred to as PASO ROBLES (SAN LUIS OBISPO, MORRO BAY, and PASO ROBLES hereinafter individually referred to as “party” and hereinafter collectively referred to as the “parties”).

## A. INTRODUCTION

In November 2018, SAN LUIS OBISPO and MORRO BAY jointly pursued community choice energy programs for the purpose of providing choice in the electricity market, reducing greenhouse gas emissions, proving potential rate savings, supporting energy efficiency, promoting regional collaboration, and contributing to economic development. The two cities pursued participating in a community choice energy program by joining Monterey Bay Community Power, which has since changed its name to Central Coast Community Energy (3CE). On December 5, 2018, SAN LUIS OBISPO and MORRO BAY became official members of 3CE. PASO ROBLES joined CCCE in 2019 and will begin receiving service on January 1, 2021.

As outlined in the CCCE Joint Powers Agreement, the agency is governed by two decision making bodies and one advisory body:

- The Policy Board is comprised of elected officials and meets quarterly to make high level policy decisions.
- The Operations Board is comprised of City Managers or their designees and meets approximately eight times per year to make operational decisions.
- The Community Advisory Council is comprised of community members and serves in an advisory role to the Policy Board and Operations Board.

3CE is a large agency and to ensure manageable meetings, smaller jurisdictions share seats on the Policy Board and Operations Board. Jurisdictions with 50,000 or more residents have permanent seats, while smaller jurisdictions share seats based on geographic proximity. Since SAN LUIS OBISPO, PASO ROBLES, and MORRO BAY are smaller than 50,000 each, the three cities will share a Policy Board and Operations Board seat.

On November 13, 2018, SAN LUIS OBISPO and MORRO BAY City Councils voted unanimously to direct staff to negotiate a Memorandum of Understanding to provide a collaborative and fair strategy for CCCE representation and to return to their respective Councils for final approval. The MOU was executed by SAN LUIS OBISPO and MORRO BAY in December of 2018. That MOU is hereby replaced by this MOU to include PASO ROBLES and provide minor updates, as described below.

## B. PURPOSE

The purpose of this Memorandum of Understanding is to identify a clear framework between SAN LUIS OBISPO, MORRO BAY, and PASO ROBLES to share governance seats on 3CE’s Policy Board,

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Operations Board, and Community Advisory Council. This MOU rescinds and replaces the previous MOU between SAN LUIS OBISPO and MORRO BAY.

It should also be noted that community collaboration and regionalism was a key value of the effort to create a local community choice energy program. This MOU seeks to encourage further regional collaboration.

## C. SHARED SEATS

1. Policy Board - The Policy Board representative shall serve for a term of two years and shall rotate between cities. SAN LUIS OBISPO shall provide the initial representative and will serve from December 2018 to December 2022 and thereafter shall transition every two years between MORRO BAY, PASO ROBLES, and SAN LUIS OBISPO.

a. The City with the currently serving Policy Board representative shall distribute via email to all three City Councils and City Managers the meeting minutes and any additional narrative deemed necessary after each Policy Board meeting to stay informed of policy, business or other related matters.

b. The Policy Board Director alternative shall be identified by the City currently holding the seat.

2. Operations Board - The Operations Board representative shall serve for a term of two years and may be one of two options:

a. The City Manager for the City of the Policy Board representative; or

b. A director or deputy-director level staff member as determined by the City Manager of the Policy Board representative.

3. Community Advisory Council – There shall be one Community Advisory Council member who shall serve a two-year term and be selected by the current Policy Board Member and their alternative. The pool of Community Advisory Committee applicants shall include all registered voters residing in the cities of SAN LUIS OBISPO, MORRO BAY, and PASO ROBLES. The City currently providing the Policy Board representative shall conduct the Community Advisory Council selection process. The Community Advisory Council member does not need to be from the same city as the Policy Board member and the parties agree that the seat should rotate informally among the three cities.

4. In all cases, the elected officials, staff, or public representing the joint interests of SAN LUIS OBISPO, PASO ROBLES, and MORRO BAY, for purposes of the 3CE, shall consider the program purposes outlined in the Central Coast Community Energy Joint Exercise of Powers Agreement:

a. Reducing greenhouse gas emissions;

b. Providing electric power to customers at a competitive cost;

c. Carrying our programs to increase energy efficiency;

d. Stimulating and sustaining the local economy by developing local jobs in renewable energy and energy efficiency; and

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

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5. If a party fails to attend or otherwise comply with the 3CE JPA and bylaws, and if the seat becomes vacated because of such conduct, the next party shall serve in that seat.

## D. PROCESS

SAN LUIS OBISPO City Council will appoint its respective Board Members for the two-year term by February 2019. Terms shall run for two-years starting in December and concluding in November of even-numbered years. Based on mutual agreement of the parties, SAN LUIS OBISPO will also appoint respective Board Members for the two-year term running from January 2021 through December 2022.

Future term appointees shall be made by alternating City Councils in November of the year that the term concludes (e.g., SAN LUIS OBISPO in 2020, MORRO BAY in 2022, PASO ROBLES in 2024). Thereafter, the rotation shall continue in two-year periods until this MOU is amended.

## E. PRINCIPAL CONTACTS

The principal contacts for this MOU are:

### **SAN LUIS OBISPO:**

Name	Role:
Derek Johnson,	City Manager
Bob Hill,	City Lead

### **MORRO BAY:**

Name	Role:
Scott Collins,	City Manager, City Lead

### **PASO ROBLES:**

Name	Role:
Thomas Frutchey,	City Manager, City Lead

## F. COST OBLIGATION

Each party to this Memorandum of Understanding shall be financially responsible for absorbing costs incurred for their own participation on the Policy Board, Operations Board, and Community Advisory Council.

## G. COMMENCEMENT/EXPIRATION DATE

This Memorandum of Understanding is executed as of the date of last signature and is effective until the 3CE governance model changes, , or SAN LUIS OBISPO, PASO ROBLES, or MORRO BAY withdraw from 3CE, or either party fails in good faith to resolve with the other party a conflict over a substantial issue concerning the 3CE or the parties' performance of this MOU. Prior to such termination, the party desiring to terminate this MOU shall provide the non-terminating party with written notice of its desire to terminate and the reasons therefore. Both parties agree to engage in a meet and confer process, and, in the case of termination based on a conflict over a substantial issue concerning the 3CE or the parties' performance of

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this MOU, the parties shall engage with one another in good faith to resolve the conflict. If a conflict still exists after such good faith negotiations, this MOU shall terminate upon thirty (30) days final written notice.

H. LIABILITIES

It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts, omissions or negligence of the other. Each party shall be responsible for its wrongful or negligent acts or omissions and those of its officials, officers, employees, and agents, howsoever caused, to the extent allowed by law, and shall be responsible for their own Commercial General Liability, Auto, Worker’s Compensation and Errors and Omissions insurance and adherence to their respective City’s policies. Each party to this Memorandum of Understanding agrees to indemnify, defend and hold the other, and their officials, officers, employees, and agents, against any liability, claim, personal injury, including death, or property damage caused by that party’s negligence or willful misconduct in their performance under this Memorandum of Understanding.

I. NO ASSIGNMENT

The rights and obligations of the parties to this Memorandum of Understanding may not be assigned or delegated.

J. AMENDMENT

This Memorandum of Understanding may not be amended or modified in any manner whatsoever except by written agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR SAN LUIS OBISPO

Date: \_\_\_\_\_

\_\_\_\_\_  
Name, City Manager – City of San Luis Obispo

FOR MORRO BAY

Date: \_\_\_\_\_

\_\_\_\_\_  
Name, City Manager – City of Morro Bay

FOR PASO ROBLES

Date: \_\_\_\_\_

\_\_\_\_\_  
Name, City Manager – City of Paso Robles



# Attachment 2

## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL PASO DE ROBLES AND CITY OF ATASCADERO REGARDING PARTICIPATION WITH CENTRAL COAST COMMUNITY ENERGY

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the City of El Paso de Robles, a California municipal corporation, hereinafter referred to as PASO ROBLES and the City of Atascadero, a California municipal corporation, hereinafter referred to as Atascadero (PASO ROBLES and ATASCADERO, hereinafter individually referred to as “party” and hereinafter collectively referred to as the “parties”).

### A. INTRODUCTION

In June 2019, the PASO ROBLES City Council voted to formally join Monterey Bay Community Power, which has since changed its name to Central Coast Community Energy (CCCE). PASO ROBLES began receiving service on January 1, 2021. In February 2022, the ATASCADERO City Council voted to formally join CCCE and will begin to receive service on January 1, 2024. The CCCE Joint Powers Agreement (JPA) amendment to add ATASCADERO was approved on September 22, 2022, and became effective immediately.

CCCE is a Community Choice Aggregation (CCA) program — also known as municipal aggregation — which allows local governments to procure power on behalf of their residents, businesses, and municipal accounts from an alternative supplier while still receiving transmission and distribution service from their existing utility provider. CCAs provide choice in the electricity market, reduce greenhouse gas emissions, provide potential rate savings, support energy efficiency, promote regional collaboration, and contribute to economic development.

As outlined in the CCCE JPA, the agency is governed by two decision making bodies and one advisory body:

- The Policy Board is comprised of elected officials and meets quarterly to make high level policy decisions.
- The Operations Board is comprised of City Managers or their designees and meets approximately eight times per year to make operational decisions.
- The Community Advisory Council is comprised of community members and serves in an advisory role to the Policy Board and Operations Board.

CCCE is a large agency and to ensure manageable meetings, smaller jurisdictions share seats on the Policy Board and Operations Board. Jurisdictions with 50,000 or more residents have permanent seats, while smaller jurisdictions share seats based on geographic proximity. Since the populations of PASO ROBLES and ATASCADERO are smaller than 50,000 each, the two cities will share a Policy Board and Operations Board seat. Prior to ATASCADERO joining CCCE, PASO ROBLES shared board seats with the Cities of Morro Bay and San Luis Obispo, which was governed by a MOU. PASO ROBLES has since rescinded its CCCE board appointment MOU with Morro Bay and San Luis Obispo in anticipation of ATASCADERO joining CCCE and a new MOU being executed.

### B. PURPOSE

The purpose of this MOU is to identify a clear framework between PASO ROBLES and ATASCADERO to share governance seats on CCCE’s Policy Board and Operations Board.

Community collaboration and regionalism was a key value of the effort to create a local community choice energy program. This MOU seeks to encourage further regional collaboration.

### C. SHARED SEATS

1. Policy Board – The Policy Board representative shall serve for a term of two years, representing the interests of both cities, and shall rotate between cities. PASO ROBLES shall serve as the Policy Board representative from the date of execution of this agreement through December 2024. Thereafter, the seat shall transition biennially, beginning January of odd numbered years, between PASO ROBLES and ATASCADERO.
  - a. The city with the currently serving Policy Board representative shall distribute via email to both City Councils and City Managers the meeting minutes and any additional narrative deemed necessary after each Policy Board meeting to stay informed of policy, business, or other related matters.
  - b. The Policy Board Director alternate appointment shall be identified by the City currently holding the seat.
  
2. Operations Board – The Operations Board representative shall serve for a term of two years, representing the interests of both cities, concurrent with the Policy Board appointment term and will consist of the City Manager or designee for the City of the Policy Board representative:
  - a. The city with the currently serving Operations Board representative shall distribute via email to the other City Manager the meeting minutes and any additional narrative deemed necessary after each Operations Board meeting to stay informed of policy, business, or other related matters.
  
3. In all cases, the elected officials, staff, or public representing the joint interests of PASO ROBLES and ATASCADERO, for purposes of the CCCE, shall consider the program purposes outlined in the Central Coast Community Energy Joint Exercise of Powers Agreement:
  - a. Reducing greenhouse gas emissions;
  - b. Providing electric power to customers at a competitive cost;
  - c. Carrying our programs to increase energy efficiency;
  - d. Stimulating and sustaining the local economy by developing local jobs in renewable energy and energy efficiency; and
  - e. Promoting long-term rate stability and energy security and reliability for residents through local control of electric generation resources.
  
4. If a party fails to attend or otherwise comply with the CCCE JPA and bylaws, and if the seat becomes vacated because of such conduct, the next party shall serve in that seat.

### D. PROCESS

PASO ROBLES City Council will appoint its respective Board Members for the two-year term no later than December 2022. Following the initial term, all subsequent terms shall run for two years starting in January of odd-number years and conclude as of the last day of December in even-numbered years.

Future term appointees shall be made by alternating City Councils, according to the appointment policies/procedures of each respective City Council, in January of the year that the term concludes.

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# Attachment 2

Thereafter, the rotation shall continue in two-year periods until this MOU is amended or JPA bylaws are amended in such a manner that renders this MOU obsolete.

To ensure representation for both cities, appointees may continue to serve after expiration of the stated term until such time as a successor is selected according to the procedures set forth above.

E. NOTICE

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY OF PASO ROBLES:  
1000 Spring St  
Paso Robles, CA 93446  
Attn: City Manager's Office

CITY OF ATASCADERO:  
6500 Palma Ave  
Atascadero, CA 93422  
Attn: City Manager's Office

F. COST OBLIGATION

Each party to this MOU shall be financially responsible for absorbing costs incurred for their own participation on the Policy Board and Operations Board.

G. COMMENCEMENT AND TERM OF MOU

This MOU is executed as of the date of last signature and is effective until the CCCE governance model changes, or PASO ROBLES and/or ATASCADERO withdraw from CCCE, or either party fails in good faith to resolve with the other party a conflict over a substantial issue concerning the CCCE or the parties' performance of this MOU.

H. TERMINATION

The party desiring to terminate this MOU shall provide the non-terminating party with written notice of its desire to terminate and the reasons therefore. Both parties agree to engage in a meet and confer process, and, in the case of termination based on a conflict over a substantial issue concerning the CCCE or the parties' performance of this MOU, the parties shall engage with one another in good faith to resolve the conflict. If a conflict still exists after such good faith negotiations, this MOU shall terminate upon thirty (30) days final written notice.

I. LIABILITIES

It is understood that none of the parties to this MOU is the agent of any of the other parties and none of the parties is liable for the wrongful acts, omissions or negligence of any other party to this MOU. Each party shall be responsible for its wrongful or negligent acts or omissions and those of its officials, officers, employees, and agents, howsoever caused, to the extent allowed by law, and shall be responsible for their own Commercial General Liability, Auto, Worker's Compensation and Errors and Omissions insurance and adherence to their respective City's policies. Each party to this MOU agrees to indemnify, defend and hold the other, and their officials, officers, employees, and agents, against any liability, claim, personal injury, including death, or property damage caused by that party's negligence or willful misconduct in their performance under this MOU.

**Attachment 2**

City of El Paso de Robles and City of Atascadero  
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J. NO ASSIGNMENT

The rights and obligations of the parties to this MOU may not be assigned or delegated.

K. AMENDMENT

This MOU may not be amended or modified in any manner whatsoever except by written agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR PASO ROBES

Date: \_\_\_\_\_

\_\_\_\_\_  
Ty Lewis, City Manager – City of El Paso de Robles

FOR ATASCADERO

Date: \_\_\_\_\_

\_\_\_\_\_  
Rachelle Rickard, City Manager – City of Atascadero