



**Special Meeting of the Board of Directors of  
San Diego Community Power (Community Power)**

**Thursday, December 12, 2024  
5:00 p.m.**

**Don L. Nay Port Administration Boardroom  
3165 Pacific Hwy.  
San Diego, CA 92101**

**Director Aguirre will participate remotely from:  
Newport Beach Public Library – Staff Conference Room  
1000 Avocado Ave.  
Newport Beach, CA 92660**

**Director Yamane will participate remotely from:  
Sweetwater Authority  
595 Garrett Avenue  
Chula Vista, CA 91910**

The meeting will be held in person at the above date, time and location(s). Members of the Board of Directors and members of the public may attend in person. Under certain circumstances, Directors may also attend and participate in the meeting virtually pursuant to the Brown Act (Gov. Code § 54953). As a convenience to the public, Community Power provides a call-in option and internet-based option for members of the public to virtually observe and provide public comments at its meetings. Additional details on in-person and virtual public participation are below. Please note that, in the event of a technical issue causing a disruption in the call-in option or internet-based option, the meeting will continue unless otherwise required by law, such as when a Board Member is attending the meeting virtually pursuant to certain provisions of the Brown Act.

Note: Any member of the public may provide comments to the Board of Directors on any agenda item. When providing comments to the Board, it is requested that you provide your name and city of residence for the record. Commenters are requested to address their comments to the Board of Directors as a whole through the Chair. Comments may be provided in one of the following manners:

1. Providing oral comments during a meeting. Anyone attending in person desiring to address the Board of Directors is asked to fill out a speaker's slip and present it to the Clerk of the Board. To provide remote comments during the meeting, join the Zoom meeting by computer, mobile phone, or dial-in number. On Zoom video conference by computer or mobile phone, use the "Raise Hand" feature. This will notify the moderator

that you wish to speak during a specific item on the agenda or during non-agenda Public Comment. Members of the public will not be shown on video but will be able to speak when called upon. If joining the meeting using the Zoom dial-in number, you can raise your hand by pressing \*9. Comments will be limited to three (3) minutes.

2. Written Comments. Written public comments must be submitted prior to the start of the meeting to [clerkoftheboard@sdcommunitypower.org](mailto:clerkoftheboard@sdcommunitypower.org). Please indicate a specific agenda item when submitting your comment. All written comments received prior to the meeting will be provided to Members of the Board. In the discretion of the Chair, the first ten (10) submitted comments shall be stated into the record of the meeting. Comments read at the meeting will be limited to the first 400 words. Comments received after the start of the meeting will be collected, sent to the Members of Board, and be part of the public record.

If you have anything that you wish to be distributed to the Board, please send it to [clerkoftheboard@sdcommunitypower.org](mailto:clerkoftheboard@sdcommunitypower.org).

The public may participate using the following remote options:

Teleconference Meeting Webinar <https://zoom.us/j/94794075133>

Telephone (Audio Only) (669) 900-6833 or (346) 248-7799 | Webinar ID: 947 9407 5133

## **WELCOME**

## **CALL TO ORDER**

## **ROLL CALL**

## **PLEDGE OF ALLEGIANCE**

## **SPECIAL PRESENTATIONS AND INTRODUCTIONS**

- Introduction of New Community Power Staff
- Introduction of newly appointed Board members

## **ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED ON THE AGENDA**

## **PUBLIC COMMENTS**

*Opportunity for members of the public to address the Board on any items not on the agenda but within the jurisdiction of the Board. Members of the public may provide a comment in either manner described above.*

## **CONSENT CALENDAR**

*All matters are approved by one motion without discussion unless a member of the Board of Directors requests a specific item to be removed from the Consent Calendar for discussion. A member of the public may comment on any item on the Consent Calendar in either manner described above.*

1. **Approve November 21, 2024, Meeting Minutes**
2. **Receive and File Treasurer's Report for Period Ending September 30, 2024**
3. **Receive and File Update on Programs**
4. **Receive and File Update on Power Resources**
5. **Receive and File Update on Customer Operations**
6. **Receive and File Update on Human Resources**
7. **Receive and File Update on Marketing, Public Relations, and Local Government Affairs**
8. **Receive and File Update on Regulatory and Legislative Affairs**
9. **Receive and File Update on Community Advisory Committee**
10. **Receive and File Update on San Diego Community Power Network Request for Qualifications**
11. **Adoption of Resolution No. 2024-12, A Resolution of the Board of Directors of San Diego Community Power Designating Dates, Time, and the Location for Regular Meetings for Calendar Year 2025**
12. **Annual Energy Usage Voting Share Update**

## **REGULAR AGENDA**

*The following items call for discussion or action by the Board of Directors. The Board may discuss and/or take action on any item listed below if the Board is so inclined.*

- 13. Approve a Contract in Substantially Similar Form to Attachment A for the Enterprise Data Platform (EDP) Development and Deployment with Harman Connected Services, Inc. for a Not-to-Exceed Amount of \$850,000 Over Twelve Months, and Authorize the Chief Executive Officer to Execute the Contract**

Recommendation: Approve a contract for Enterprise Data Platform (EDP) development and deployment with Harman Connected Services, Inc. for a not-to-exceed amount of \$850,000 over twelve months, and authorize the Chief Executive Officer to execute the contract.

- 14. Approve a Contract with the San Diego Padres for Marketing, Promotional, Outreach, Educational and other Sponsorship-Related Activities in an Amount Not-to-Exceed \$882,700 from January 1, 2025, through October 31, 2027, and Authorize the Chief Executive Officer to Execute the Contract**

Recommendation: Approve a contract with the San Diego Padres for marketing, promotional, outreach, educational and other sponsorship-related activities in an amount not to exceed \$882,700 from January 1, 2025, through October 31, 2027, and authorize the Chief Executive Officer to execute the contract.

- 15. Approval of Allocation from PG&E of GHG-Free attributes from Diablo Canyon Nuclear Power Plant for 2025-2030**

Recommendation: Elect to accept Community Power's allocation from PG&E of GHG-Free attributes from Diablo Canyon Nuclear Power Plant for 2025 through 2030 and authorize the Chief Executive Officer to execute the associated transaction confirmations via annual allocation processes, or as otherwise required.

- 16. Update on 2025 Projected Rate Changes**

Recommendation: Receive and File 2025 Projected Rate Changes Update.

- 17. Approve the Marketing Community Initiative Partnership with TEGNA through December 31, 2025, in an Amount Not-to-Exceed \$174,044, and Authorize the Chief Executive Officer to Execute the Agreement**

Recommendation: Approve the Marketing Community Initiative Partnership with TEGNA through December 31, 2025, in an amount not to exceed \$174,044, and Authorize the Chief Executive Officer to execute the agreement.



## **CHIEF EXECUTIVE OFFICER REPORT**

*Community Power Management may briefly provide information to the Board and the public. The Board may engage in discussion if the specific subject matter of the report is identified below, but the Board may not take any action other than to place the matter on a future agenda. Otherwise, there is to be no discussion or action taken unless authorized by law.*

## **DIRECTOR COMMENTS**

*Board Members may briefly provide information to other members of the Board and the public, ask questions of staff, request an item to be placed on a future agenda, or report on conferences, events, or activities related to Community Power business. There is to be no discussion or action taken on comments made by Directors unless authorized by law.*

## **ADJOURNMENT**

The San Diego Community Power Board of Directors will adjourn to a regular meeting scheduled on Thursday, January 23, 2025.

### ***Compliance with the Americans with Disabilities Act***

San Diego Community Power Board of Directors meetings comply with the protections and prohibitions of the Americans with Disabilities Act. Individuals with a disability who require a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may contact (888) 382-0169 or [clerkoftheboard@sdcommunitypower.org](mailto:clerkoftheboard@sdcommunitypower.org). Requests for disability-related modifications or accommodations require different lead times and should be provided at least 72-hours in advance of the public meeting.

### ***Availability of Board Documents***

Copies of the agenda and agenda packet are available at <https://sdcommunitypower.org/resources/meeting-notes/>. Late-arriving documents related to a Board meeting item which are distributed to a majority of the Members prior to or during the Board meeting are available for public review as required by law. Public records, including agenda-related documents, can be requested electronically at [clerkoftheboard@sdcommunitypower.org](mailto:clerkoftheboard@sdcommunitypower.org) or by mail to San Diego Community Power, P.O. BOX 12716, San Diego, CA 92112. The documents may also be posted on Community Power's website. Such public records are also available for inspection, by contacting [clerkoftheboard@sdcommunitypower.org](mailto:clerkoftheboard@sdcommunitypower.org) to arrange an appointment.



**SAN DIEGO COMMUNITY POWER (COMMUNITY POWER)  
BOARD OF DIRECTORS**

Don L. Nay Port Administration Boardroom  
3165 Pacific Hwy.  
San Diego, CA 92101

**SPECIAL MEETING MINUTES  
November 21, 2024**

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**WELCOME**

**CALL TO ORDER**

Chair LaCava called the Community Power Board of Directors special meeting to order at 5:00 p.m.

**ROLL CALL**

**PRESENT:** Chair LaCava, City of San Diego; Vice Chair Lawson-Remer, County of San Diego (arrived at 5:19 p.m.); Director McCann, City of Chula Vista (Via Zoom Teleconference); Director Hinze, City of Encinitas; Director Aguirre, City of Imperial Beach; Director Yamane, City of National City; and Alternate Director Shu, City of La Mesa

**ABSENT:** None

**Also Present:** Chief Executive Officer Burns; Chief Financial Officer Dr. Washington; General Counsel Tyagi; Chief Commercial Officer Vosburg; Brett Bradford and Aliandra Schaffer representing Pisenti & Brinker LLP; Clerk of the Board Hernandez; and Assistant Clerk of the Board Vences

**PLEDGE OF ALLEGIANCE**

Chair LaCava led the Pledge of Allegiance.

**SPECIAL PRESENTATIONS AND INTRODUCTIONS**

Chair LaCava acknowledged the Kumeyaay Nation and all the original stewards of the land.

**• Introduction of New San Diego Community Power Staff**

Chair LaCava welcomed new employees Amy Whitehouse, Senior Program Manager; Desiree Daugherty, Marketing Manager; and Ethan Toth, Date Engineer to introduce themselves.

- **Recognition of Director Kellie Hinze for his Service to Community Power and its Ratepayers**

Chair LaCava recognized Director Kellie Hinze for her service to Community Power.

### **ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED ON THE AGENDA**

There were no items added, withdrawn, or reordered on the agenda.

### **PUBLIC COMMENTS**

There were no public comments.

### **CONSENT CALENDAR**

1. **Approve October 24, 2024, Meeting Minute**
2. **Receive and File Treasurer's Report for Period Ending August 31, 2024**
3. **Receive and File Update on Programs**
4. **Receive and File Update on Power Resources**
5. **Receive and File Update on Customer Operations**
6. **Receive and File Update on Human Resources**
7. **Receive and File Update on Marketing, Public Relations, and Local Government Affairs**
8. **Receive and File Update on Regulatory and Legislative Affairs**
9. **Approve Contract for Managed Charging (V1G) Software Procurement with Optiwatt in a not to exceed value of \$420,000 over Two Years, and authorize the Chief Executive Officer to Execute the Contract**

There were no public comments on Consent Item Nos. 1-9.

Motioned by Director Aguirre and seconded by Alternate Director Shu to approve Consent Calendar Item Nos. 1 through 9. The motion carried 6/0 by Roll Call Vote as follows:

AYES:	Chair LaCava, Director Aguirre, Director Hinze, Director McCann, Director Yamane, and Alternate Director Shu
NOES:	None
ABSTAINED:	None
ABSENT:	Vice Chair Lawson-Remer

## **REGULAR AGENDA**

### **10. Approve Fiscal Year End 2023-24 Financial Audit**

Chief Financial Officer Dr. Washington and Brett Bradford from Pimenti & Brinker LLP presented the Fiscal Year End 2023-24 Financial Audit.

There were no public comments on Item No. 10.

After Board member discussion, Director Yamane motioned and seconded by Director Aguirre to approve Fiscal Year End 2023-24 Financial Audit. The motion carried 6/0 by Roll Call Vote as follows:

AYES: Chair LaCava, Director Aguirre, Director Hinze, Director McCann, Director Yamane, and Alternate Director Shu  
NOES: None  
ABSTAINED: None  
ABSENT: Vice Chair Lawson-Remer

### **11. Presentation and Update on Clean Energy Prepayment Financing**

Chief Financial Officer Dr. Washington provided an update on Energy Prepayment Financing.

There were no public comments on Item No. 11.

The Board received and filed Presentation and Update on Clean Energy Prepayment Financing.

### **12. Consider Amendments to Existing San Diego Community Power Board and Committee Compensation and Reimbursement Policy; and, if Approved, Make Amendments Effective January 1, 2025**

Chair LaCava recommended amendments to existing San Diego Community Power Board and Committee Compensation and Reimbursement Policy.

There were no public comments on Item No. 12.

After Board member discussion, Director Yamane motioned and seconded by Director Hinze to adopt Resolution No. 2024-10, amending San Diego Community Power (Community Power) Board and Committee Compensation and Reimbursement Policy effective January 1, 2025. The motion carried 7/0 by Roll Call Vote as follows:

AYES: Chair LaCava, Vice Chair Lawson-Remer, Director Aguirre, Director Hinze, Director McCann, Director Yamane, and Alternate Director Shu  
NOES: None  
ABSTAINED: None  
ABSENT: None

**13. 2023 Power Source Disclosure Program Annual Reports and Power Content Label; and Adoption of Resolution No. 2024-11, Approving the Submission and Attesting to the Accuracy of Community Power's 2023 Power Source Disclosure Annual Reports for PowerOn and Power100 and the 2023 Power Content Label**

Chief Commercial Officer Vosburg presented the 2023 Power Source Disclosure Program Annual Reports and Power Content Label.

There were no public comments on Item No. 13.

After Board member discussion, Director Hinze motioned and seconded by Director Yamane to adopt Resolution No. 2024-11, approving the submission and attesting to the accuracy of Community Power's 2023 Power Source Disclosure annual reports for PowerOn and Power100 and the 2023 Power Content Label. The motion carried 7/0 by Roll Call Vote as follows:

AYES: Chair LaCava, Vice Chair Lawson-Remer, Director Aguirre, Director Hinze, Director McCann, Director Yamane, and Alternate Director Shu  
NOES: None  
ABSTAINED: None  
ABSENT: None

Following the meeting, it was noted that Resolution No. 2024-11 contained a typographical or clerical error in recital G. which erroneously identified the meeting date as October 24, 2024, instead of November 21, 2024. The resolution identified the correct adoption date. This clerical or typographical error is not considered a substantive revision and has been corrected.

**14. 2026-2028 Strategic Plan Process Overview**

CEO Burns provided an overview of the 2026-2028 Strategic Plan Process.

There were no public comments on Item No. 14.

After Board member discussion, the 2026-2028 Strategic Plan Process Overview was received and filed.

**CHIEF EXECUTIVE OFFICER REPORT**

CEO Burns reported on Community Power's ongoing efforts and recent activities and events.

**DIRECTOR COMMENTS**

Directors shared updates on their ongoing efforts within their respective member agencies.

## **ADJOURNMENT**

Community Power Board meeting adjourned at 6:02 p.m. to the next special Board meeting scheduled on Thursday, December 12, 2024, at 5:00 p.m.

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Maricela Hernandez, MMC, CPMC  
Clerk of the Board



## SAN DIEGO COMMUNITY POWER Staff Report – 2

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To: San Diego Community Power Board of Directors

From: Eric W. Washington, Chief Financial Officer

Via: Karin Burns, Chief Executive Officer

Subject: Treasurer's Report for Period Ending 9/30/2024

Date: December 12, 2024

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### RECOMMENDATION

Receive and File Treasurer's Report for Period Ending 9/30/24.

### BACKGROUND

San Diego Community Power (SDCP) maintains its accounting records on a full accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) as applicable to governmental enterprise funds.

SDCP has prepared its year-to-date financial statements for the three-month period ended September 30, 2024, along with budgetary comparisons.

SDCP additionally reports monthly metrics during its Board meetings as part of its Update on Back-Office Operations. As part of the Treasurer's Report, certain key metrics related to risk are presented during Financial and Risk Management Committee (FRMC) meetings.

On June 27, 2024, the SDCP Board of Directors (Board) approved operating budget for Fiscal Year 2024-25 that included net operating revenues of \$1,177,925,889 total expenses of \$1,143,919,262 and a resulting net position of \$34,006,627. The approved Fiscal 2024-25 budget also includes a capital budget plan to fund 16 projects and a total of 23 active projects during the fiscal year for \$16,434,280.

### ANALYSIS AND DISCUSSION

Actual financial results for the period ended 9/30/24: \$493.9 million in net operating revenues were reported compared to \$476.0 million budgeted for the period. \$420.4 million in total expenses were reported (including \$398.3 million in energy costs) compared to \$424.9 million budgeted for the period (including \$395.4 million budgeted for energy costs). After expenses, SDCP's change in net position of \$73.5 million was

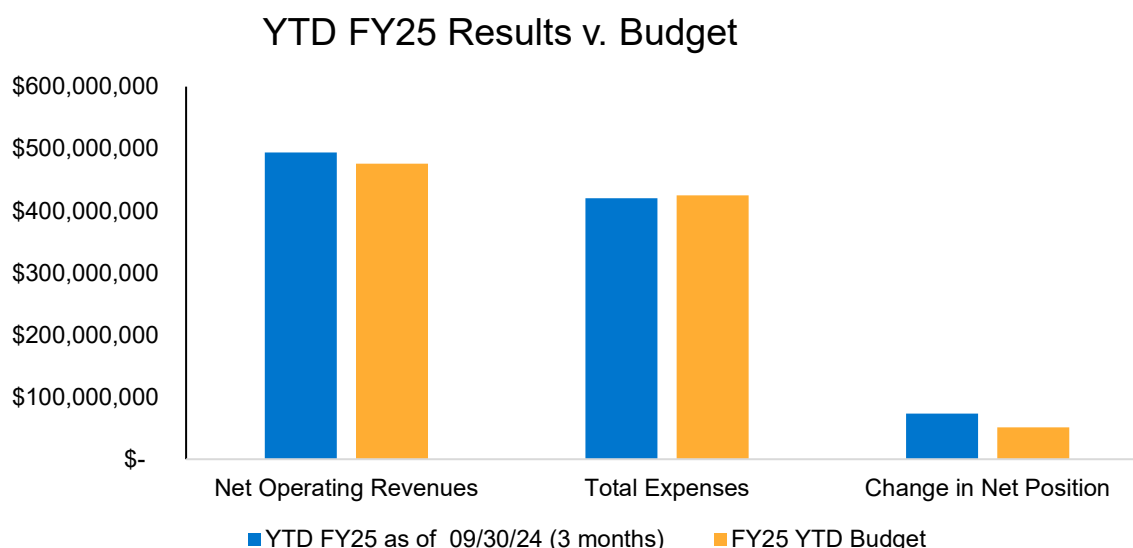
reported year-to-date for Fiscal Year 2024-25. The following is a summary of the actual results compared to the Fiscal Year 2024-25 Approved Budget.

Table 1: Budget Comparison Versus Actual Result

Budget Comparison					
	YTD FY25 as of 09/30/24 (3 months)	FY25 YTD Budget	Budget Variance (\$)	Budget (%)	
Net Operating Revenues	\$ 493,887,344	\$ 476,018,259	\$ 17,869,085	104%	
Total Expenses	\$ 420,411,316	\$ 424,873,216	\$ (4,461,900)	99%	
<b>Change in Net Position</b>	<b>\$ 73,476,028</b>	<b>\$ 51,145,043</b>	<b>\$ 22,330,985</b>	<b>44%</b>	

- Net operating revenues finished \$17.9 million (or 4.0 percentage points) over the budget primarily due to higher-than-expected customer load correlated with warmer weather in the summer months of calendar year 2024.
- Operating expenses finished \$4.5 million (or 1.0 percentage point) under the budget due to lower-than-expected spending in non-energy categories.

Figure 1: Budget Comparison versus Actual Results



For the three-month period ending 9/30/24, SDCP contributed \$73,476,028 to its net position compared to the expected contribution of \$51,145,043 per the Fiscal Year 2024-25 Approved Budget. Total SDCP reserves at the end of the period were \$367,713,657 in unrestricted cash and cash equivalents and total available liquidity (including lines of credit availability) was \$471,713,657. SDCP has a Fiscal Year 2024-25 year-end reserve target of \$556,027,397 which is equivalent to 180-days of total operating expenses as set in SDCP's Reserve Policy and Strategic Goals.

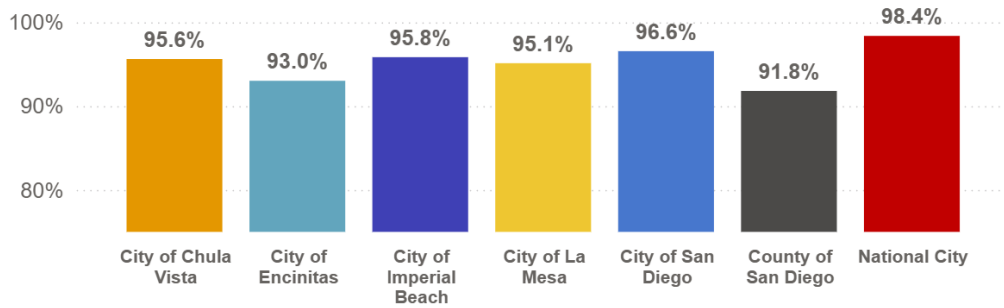


**Enrolled  
Accounts**  
954,418

**Participation  
Rate**  
95.5%

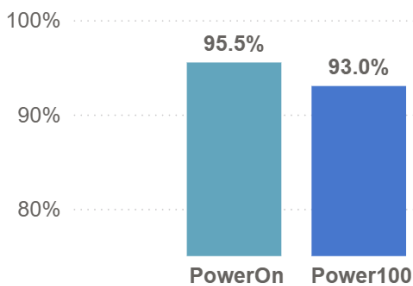
## Participation

### Participation by Jurisdiction



Jurisdiction	Service Option Default	Eligible Accounts	Enrolled Accounts	Participation Rate
City of Chula Vista	PowerOn	98,319	94,018	95.6%
City of Encinitas	Power100	28,741	26,737	93.0%
City of Imperial Beach	PowerOn	10,855	10,404	95.8%
City of La Mesa	PowerOn	29,364	27,933	95.1%
City of San Diego	PowerOn	623,093	601,677	96.6%
County of San Diego	PowerOn	190,144	174,585	91.8%
National City	PowerOn	19,377	19,064	98.4%
<b>Total</b>		<b>999,893</b>	<b>954,418</b>	<b>95.5%</b>

### Participation by Default Service Option



### Residential vs Commercial Participation

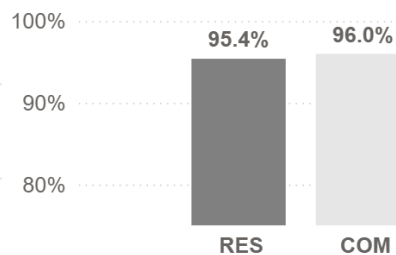


Figure 2: Participation Rates as of 11/18/2024

The participation rate for SDCP reflects full enrollment of current member agencies. We are reporting on the opt outs and eligible accounts associated with the phase based on those accounts that we have noticed for enrollment on a rolling basis as of the reporting month.

Staff are also presenting the state of SDCP Arrearages related to financial risk for FRMC consideration and for regular review. Additional metrics can be added by request. The below arrearage data includes SDCP's Receivables aged 120+ Days as of 11/25/2024.

Figure 3: State of SDCP Arrearages as of 11/25/2024

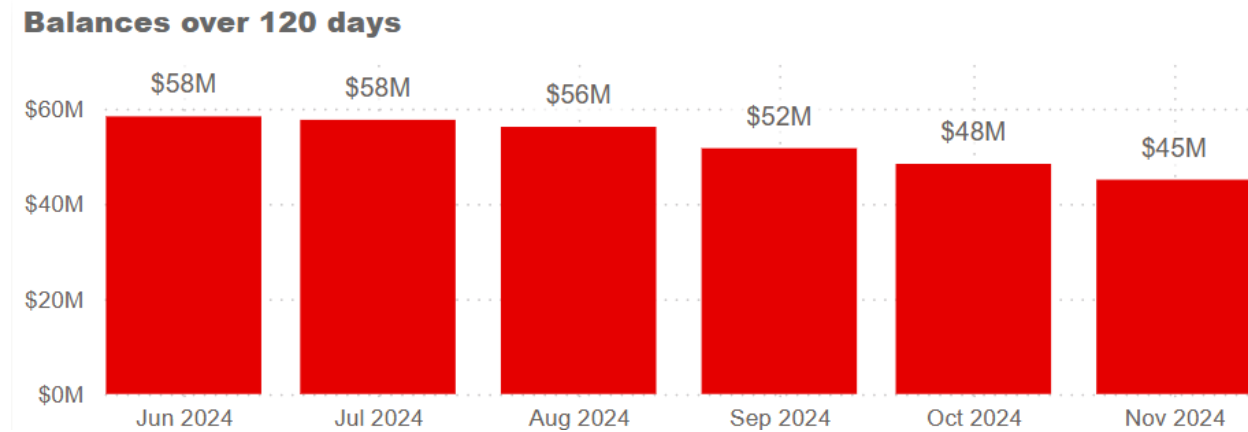
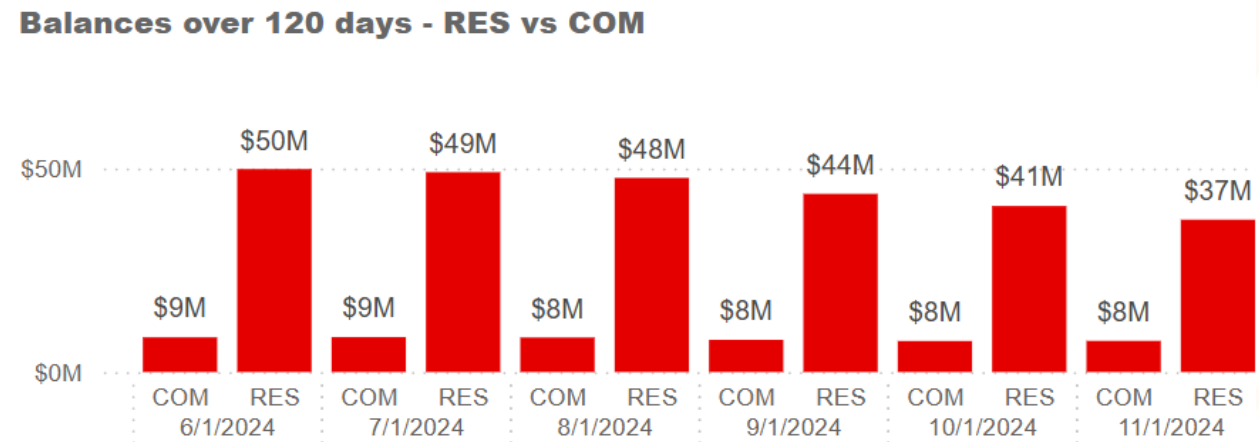


Figure 4: State of SDCP Arrearages Residential vs Commercial as of 11/25/2024



## COMMITTEE REVIEW

N/A

## FISCAL IMPACT

N/A

## ATTACHMENTS

Attachment A: 2024 Year-to-Date Period Ended 9/30/24 Financial Statements

# ITEM 2

# ATTACHMENT A



## ACCOUNTANTS' COMPILATION REPORT

Board of Directors  
San Diego Community Power

Management is responsible for the accompanying operating fund and capital investment program fund budgetary comparison schedules of San Diego Community Power (SDCP), a California Joint Powers Authority, for the period ended September 30, 2024, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

These special purpose statements are prepared in accordance with the budgetary basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. This report is intended for the information of the Board of Directors of SDCP.

Management has elected to omit substantially all of the note disclosures required by accounting principles generally accepted in the United States of America in these interim financial statements. SDCP's annual audited financial statements will include the note disclosures omitted from these interim statements. If the omitted disclosures were included in these financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to SDCP because we performed certain accounting services that impaired our independence.

*Maher Accountancy*

San Rafael, CA  
October 31, 2024

**SAN DIEGO COMMUNITY POWER  
OPERATING FUND  
BUDGETARY COMPARISON SCHEDULE  
Three Months Ended September 30, 2024**

	Year-to-Date				Annual	
	Budget	Actual	Budget Variance (Under) Over	Actual/ Budget %	Budget	Budget Remaining
<b>REVENUES AND OTHER SOURCES</b>						
Gross Ratepayer Revenues	498,448,439	\$ 502,481,023	4,032,584	101%	\$ 1,233,400,000	\$ 730,918,977
Less: Uncollectible Customer Accounts	(22,430,180)	(8,793,418)	13,636,762	39%	(55,500,000)	(46,706,582)
Grant Revenue	-	176,250	176,250		-	(176,250)
Other Income	-	23,489	23,489		-	(23,489)
Total Revenues and Other Sources	476,018,259	493,887,344	17,869,085		1,177,900,000	684,012,656
<b>OPERATING EXPENSES</b>						
Cost of Energy	395,442,842	398,265,582	2,822,740	101%	1,073,700,000	675,434,418
Professional Services and Consultants	6,192,308	4,619,659	(1,572,649)	75%	24,800,000	20,180,341
Personnel Costs	4,689,892	3,567,801	(1,122,091)	76%	18,600,000	15,032,199
Marketing and Outreach	763,139	548,964	(214,175)	72%	3,000,000	2,451,036
General and Administration	2,266,035	797,339	(1,468,696)	35%	7,400,000	6,602,661
Total Operating Expenses	409,354,216	407,799,345	(1,554,871)		1,127,500,000	719,700,655
Operating Income (Loss)	66,664,043	86,087,999	19,423,956		50,400,000	(35,687,999)
<b>NON-OPERATING REVENUES (EXPENSES)</b>						
Investment Income	-	2,928,173	2,928,173		-	(2,928,173)
Interest and Related Expenses	(319,000)	(340,144)	(21,144)	107%	(1,300,000)	(959,856)
Transfer to Capital Investment Program	(15,200,000)	(15,200,000)	-	100%	(15,200,000)	-
Total Non-Operating Revenues (Expenses)	(15,519,000)	(12,611,971)	2,907,029		(16,500,000)	(3,888,029)
<b>NET CHANGE</b>	<u>\$ 51,145,043</u>	<u>\$ 73,476,028</u>	<u>\$ 22,330,985</u>		<u>\$ 33,900,000</u>	<u>\$ (39,576,028)</u>

**SAN DIEGO COMMUNITY POWER  
CAPITAL INVESTMENT PROGRAM FUND  
BUDGETARY COMPARISON SCHEDULE  
Three Months Ended September 30, 2024**

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Budget Remaining</u>
<b>REVENUES AND OTHER SOURCES</b>			
Transfer in from Operating Fund	<u>\$ 15,200,000</u>	<u>\$ 15,200,000</u>	<u>\$ -</u>
 <b>EXPENDITURES AND OTHER USES</b>			
Program expenditures (CIP)	<u>16,400,000</u>	<u>178,757</u>	<u>(16,221,243)</u>
Net increase (decrease) in fund balance	<u><u>\$ (1,200,000)</u></u>	15,021,243	
Fund balance at beginning of period		<u>3,492,291</u>	
Fund balance at end of period		<u><u>\$ 18,513,534</u></u>	



## ACCOUNTANTS' COMPILATION REPORT

Management  
San Diego Community Power

Management is responsible for the accompanying financial statements of San Diego Community Power (a California Joint Powers Authority) which comprise the statement of net position as of September 30, 2024, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all of the note disclosures required by accounting principles generally accepted in the United States of America in these interim financial statements. San Diego Community Power's annual audited financial statements include the note disclosures omitted from these interim statements. If the omitted disclosures were included in these financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Authority because we performed certain accounting services that impaired our independence.

*Maher Accountancy*

San Rafael, CA  
October 31, 2024

**SAN DIEGO COMMUNITY POWER**  
**STATEMENT OF NET POSITION**  
**As of September 30, 2024**

**ASSETS**

Current assets	
Cash and cash equivalents - unrestricted	\$ 367,713,657
Cash and cash equivalents - restricted	500,000
Accounts receivable, net of allowance	183,595,125
Accrued revenue	90,878,833
Prepaid expenses	2,811,707
Other receivables	4,943,173
Deposits	13,284,968
Investments	1,483,890
Total current assets	<u>665,211,353</u>
Noncurrent assets	
Cash and cash equivalents - restricted	1,147,000
Investments	23,621,127
Capital assets, net of depreciation and amortization	631,750
Total noncurrent assets	<u>25,399,877</u>
Total assets	<u>690,611,230</u>

**LIABILITIES**

Current liabilities	
Accrued cost of electricity	209,935,325
Accounts payable	1,344,377
Other accrued liabilities	1,348,892
State surcharges payable	706,085
Deposits - energy suppliers	3,623,000
Lease liability	591,483
Total current liabilities	<u>217,549,162</u>
Noncurrent liabilities	
Lease liability	36,152
Bank note payable	8,500,000
Deposits - energy suppliers	624,000
Total noncurrent liabilities	<u>9,160,152</u>
Total liabilities	<u>226,709,314</u>

**NET POSITION**

Restricted for security collateral	1,647,000
Unrestricted	462,254,916
Total net position	<u>\$ 463,901,916</u>



**SAN DIEGO COMMUNITY POWER**  
**STATEMENT OF REVENUES, EXPENSES**  
**AND CHANGES IN NET POSITION**  
**Three Months Ended September 30, 2024**

**OPERATING REVENUES**

Electricity sales, net	\$ 493,687,605
Grant revenue	176,250
Other income	39,164
Total operating revenues	<u>493,903,019</u>

**OPERATING EXPENSES**

Cost of electricity	398,281,257
Contract services	4,954,802
Staff compensation	3,567,801
Other operating expenses	1,305,083
Depreciation and amortization	128,094
Total operating expenses	<u>408,237,037</u>
Operating income	<u>85,665,982</u>

**NON-OPERATING REVENUES (EXPENSES)**

Investment income	2,928,173
Interest and financing expense	(74,621)
Nonoperating revenues (expenses), net	<u>2,853,552</u>

**CHANGE IN NET POSITION**

	88,519,534
Net position at beginning of year	375,382,382
Net position at end of year	<u><u>\$ 463,901,916</u></u>

**SAN DIEGO COMMUNITY POWER**  
**STATEMENT OF CASH FLOWS**  
**Three Months Ended September 30, 2024**

**CASH FLOWS FROM OPERATING ACTIVITIES**

Receipts from customers	\$ 400,295,320
Other operating receipts	193,220
Payments to suppliers for electricity	(304,225,060)
Payments for goods and services	(10,097,844)
Payments for staff compensation and benefits	(3,422,837)
Payments for deposits and collateral	(432,000)
Payments of state surcharges	(528,942)
Net cash provided by operating activities	<u>81,781,857</u>

**CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES**

Proceeds from bank note	<u>8,500,000</u>
Net cash provided (used) by non-capital financing activities	<u>8,500,000</u>

**CASH FLOWS FROM CAPITAL AND RELATED  
FINANCING ACTIVITIES**

Payments of lease liability	(154,170)
-----------------------------	-----------

**CASH FLOWS FROM INVESTING ACTIVITIES**

Investment income received	2,222,679
Purchase of investments	(24,431,819)
Net cash provided (used) by investing activities	<u>(22,209,140)</u>

Net change in cash and cash equivalents	67,918,547
Cash and cash equivalents at beginning of year	301,442,110
Cash and cash equivalents at end of year	<u><u>\$ 369,360,657</u></u>

**Reconciliation to the Statement of Net Position**

Cash and cash equivalents (unrestricted)	\$ 367,713,657
Restricted cash - current	500,000
Restricted cash - noncurrent	1,147,000
Cash and cash equivalents	<u><u>\$ 369,360,657</u></u>

**SAN DIEGO COMMUNITY POWER**  
**STATEMENT OF CASH FLOWS (continued)**  
**Three Months Ended September 30, 2024**

**RECONCILIATION OF OPERATING INCOME TO NET  
CASH PROVIDED BY OPERATING ACTIVITIES**

Operating income	\$ 85,665,982
Adjustments to reconcile operating income to net cash provided by operating activities	
Depreciation and amortization expense	128,094
(Increase) decrease in:	
Accounts receivable, net	(80,082,960)
Accrued revenue	(14,015,410)
Prepaid expenses	32,206,693
Other receivables	977,981
Deposits	(1,122,769)
Increase (decrease) in:	
Accrued cost of electricity	61,819,009
Accounts payable	(3,663,500)
Other accrued liabilities	123,594
State surcharges payable	177,143
Deposits - energy suppliers	(432,000)
Net cash provided by operating activities	<u><u>\$ 81,781,857</u></u>



## SAN DIEGO COMMUNITY POWER Staff Report – Item 3

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To: San Diego Community Power Board of Directors

From: Colin Santulli, Director of Programs

Via: Karin Burns, Chief Executive Officer

Subject: Update on Programs

Date: December 12, 2024

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### RECOMMENDATION

Receive and file update on customer energy programs.

### BACKGROUND

Staff will provide regular updates to the Board of Directors (“Board”) regarding the following Community Power customer energy programs: Commercial Programs, Residential Programs, Flexible Load Programs, Solar + Storage Programs, and San Diego Regional Energy Network.

### ANALYSIS AND DISCUSSION

Updates on customer energy programs are detailed below.

#### Commercial Programs

##### ***Commercial Application Assistance Pilot***

Status: In collaboration with Community Power’s Key Account Services Manager, Community Power has engaged with 18 key account customers. TRC Solutions, Inc. (“TRC”), the pilot implementer, has analyzed data for five customers to assess energy efficiency opportunities and cost savings, and to connect them with available programs. Customers have shown interest in easy-to-implement energy efficiency measures, self-generation, and battery storage. TRC has been able to identify \$3.3 million in funding opportunities through SGIP and potentially over \$1M in other funding opportunities for customers.

Next Steps: Staff will continue to work with TRC to complete customer analysis and engage key account customers to inform them about this pilot and its benefits.

##### ***Efficient Refrigeration Pilot Program***

Status: In late December 2023, Community Power was awarded a grant from the California Department of Food and Agriculture’s [Healthy Refrigeration Grant Program](#). Community Power will use the grant funds to launch a pilot program that will provide

energy-efficient refrigerators/freezers and additional technical assistance to corner stores and/or small businesses in its service territory. Staff are working to procure the vendors necessary to implement the pilot program and develop program materials. At the October 2024 Board meeting, Community Power's Board approved a contract with Precision NRG to provide refrigeration equipment supplier services for the pilot program.

Next Steps: Staff will continue to procure vendors necessary to implement the pilot program and develop program materials in anticipation of its launch in Q1 CY 2025.

### ***FLEXmarket Pilot***

Please refer to [Item 3](#) of the March 2024 Board staff report for the most recent update on this program.

### **Residential Programs**

#### ***California Energy Commission ("CEC") Equitable Building Decarbonization Direct Install ("EBD DI") Program***

Status: Please refer to [Item 3](#) of the November 2024 Board staff report for the most recent update on this program.

### **Flexible Load Programs**

#### ***Distributed Energy Resources Management System ("DERMS") Implementation***

Status: Staff is continuing work with Virtual Peaker on DERMS implementation. Staff anticipates that it will begin enrolling devices in early 2025, starting with smart thermostats.

Next Steps: Staff will work with smart thermostat manufacturers to begin customer outreach and enrollment.

### ***Managed Charging Pilot***

Status: Staff completed the Managed Charging (V1G) software procurement process, selecting Optiwatt, Inc for a two-year, \$240,000 contract with two optional one-year extensions. The agreement was approved by the Board of Directors on November 21, 2024 and was executed on November 25, 2024.

Next Steps: Staff will begin implementation of the V1G pilot with Optiwatt.

### **Solar and Energy Storage**

#### ***Disadvantaged Communities–Single-Family Affordable Solar Homes ("DAC-SASH") Readiness Pilot***

Status: Please refer to [Item 3](#) of the November 2024 Board staff report for the most recent update on this program.

### ***Net Energy Metering (“NEM”) and Net Billing Tariff (“NBT”)***

Status: Please refer to [Item 2](#) of the December 2023 Board staff report for the most recent update on this program.

Next Steps: Staff anticipate bringing an item to the Board by Q1 CY 2025 to update the tariff with support for virtual and aggregation versions of NBT.

### ***Solar Battery Savings Program***

Status: Please refer to [Item 3](#) of the November 2024 Board staff report for the most recent update on this program.

Next Steps: Staff are continuing to finalize review of applications submitted and look to make improvements for future program funding cycles.

### ***Solar for Our Communities***

Status: Please refer to [Item 3](#) of the November 2024 Board staff report for the most recent update on this program.

### ***San Diego Regional Energy Network (“SDREN”) SDREN Formation***

Status: Please refer to [Item 3](#) of the November 2024 Board staff report for the most recent update.

### **AD-HOC COMMITTEE AND/OR SUBCOMITTEE REVIEW**

N/A

### **FISCAL IMPACT**

N/A

### **ATTACHMENTS**

N/A

## SAN DIEGO COMMUNITY POWER Staff Report – Item 4

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To: San Diego Community Power Board of Directors  
From: Byron Vosburg, Chief Commercial Officer  
Via: Karin Burns, Chief Executive Officer  
Subject: Update on Power Resources  
Date: December 12, 2024

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### RECOMMENDATION

Recommendation to receive and file update on Power Resources.

### BACKGROUND

Staff provides the updates below to the Board of Directors regarding SDCP's power energy procurement activities.

### ANALYSIS AND DISCUSSION

#### Power Services Staffing

Building out a team of experienced, knowledgeable energy professionals has long been a top priority and allows SDCP not only to solicit, negotiate, and administer contracts for energy supply effectively, but also to monitor market activity, manage risk, bring in-house several activities that have historically been completed by consultants, and to dedicate additional resources to local and distributed energy procurement and development efforts. The SDCP Power Services team is now twelve people strong. The Power Services team has two open positions currently, and is excited to continue stable, prudent growth through 2024.

#### Portfolio Updates

On October 2, 2024, SDCP executed an administrative amendment to the Financially Settled Toll and Energy Storage Agreement with MRP Pacifica Marketing LLC for the Border Project ("First Amendment"). This First Amendment adjusted the Expected Commercial Operation Date from June 1, 2026 to January 1, 2026 as well as clarified the MW capacity listed under Facility Description.

### Long-term Renewable Energy Solicitations

As SDCP strives to meet its environmental, financial, and regulatory compliance goals and requirements, long-term power purchase agreements (PPAs) are becoming integral components of its energy supply portfolio. Long-term PPAs provide renewable generation facility developers with the certain revenue stream against which they can finance up-front capital requirements, so each long-term PPA that SDCP signs with a developing facility will underpin a new, incremental renewable energy project. In addition, long-term PPAs lock in renewable energy supply around which SDCP can build its power supply portfolio while also providing power supply cost certainty around which SDCP can develop its pro forma financial model. Moreover, the California Renewable Portfolio Standard (RPS), as modified in 2015 by Senate Bill 350, requires that SDCP provide 65% of its RPS-required renewable energy from contracts of at least ten years in length. Finally, in D.21-06-025, the California Public Utilities Commission (CPUC) required each Load Serving Entity (LSE) in California to make significant long-term purchase commitments for resource adequacy from new, incremental generation facilities that will achieve commercial operation during 2023 through 2026 for purposes of “Mid Term Reliability” (MTR). These requirements have been augmented and extended into 2026 and 2027 via D.23-02-040.

In pursuit of long-term contracts for renewable energy and storage, over the past 24 months, staff have released several RFOs and RFPs. Recent solicitations include an RFP for CAISO Cluster 15 projects in August 2024, which will serve to select renewable and storage projects that SDCP is most interested in being studied by the CAISO. Staff has shortlisted select projects after review with the Energy Contracts Working Group (ECWG) and intends to execute exclusivity agreements with the projects by the December CAISO deadline for LSE’s to submit their commercial interest points. Staff also issued an “All-Source RFO” in September 2024 with an emphasis on clean, firm resources to meet MTR requirements and enhance SDGP’s portfolio. Staff is currently assessing submitted projects using SDCP’s Energy Project Evaluation Criteria.

Staff remain in negotiations for additional resources that are expected to be online between 2025 and 2029. Staff and the ECWG evaluate all RFI/RFO/RFP submissions prior to entering negotiations with selected participants. Assuming that Staff and shortlisted developer(s) can agree to mutually agreeable contracts consistent with terms authorized by the ECWG, Staff then review draft terms with the SDCP Board for approval and authorization to execute the relevant documents.

### Local Development

SDCP’s rolling Local RFI remains open and, in the last twelve months, has yielded eight Board-approved contracts for local generation and storage facilities. SDCP also released an RFO for distributed renewable energy resources (DERs) which focuses on a broad range of distribution-level renewable projects within San Diego County. Staff are working with shortlisted bidders and hope to present the resulting PPAs to the Board in the coming months. Additional ongoing local initiatives include a Feed-in-Tariff Program revamp and expansion, expected early next year, and continued collaboration with member agency staff and other local agencies to identify strategic opportunities to further infill development.



As Program Administrators of the CPUC's Disadvantaged Communities Green Tariff (DAC-GT) program, SDCP completed its first round of solicitation this year and are working with shortlisted bidders and hope to present the resulting PPAs to the Board in the coming months.

SDCP's Local RFI and Feed-in Tariff remain open. More information is available about each at the links below:

- <https://sdcommunitypower.org/resources/solicitations/>
- <https://sdcommunitypower.org/programs/feed-in-tariff/>

#### Short-Term RPS Procurement

SDCP staff continues to actively manage its environmental portfolio and closely monitor the market for opportunities to optimize its renewable and carbon-free portfolios. SDCP has recently been evaluating solicitation offers, bilateral offers, and products that meet needs for multiple portfolios – creating greater value for its customers. SDCP will continue to prioritize environmental targets while also ensuring value for our customers.

#### Market Update

Due to limited resource availability in the broader Western Interconnection, lingering supply chain impacts that have delayed development of new-build energy resources, and recent implementation of tariffs and duties on foreign imports, the market for renewable energy and resource adequacy (RA) resources continues to be exceptionally tight and expensive. Staff are working with developers, industry groups, the CPUC, and CA Governor's Office and legislators to i) develop near-term solutions while also actively procuring short-term energy and capacity products and long-term energy resources to meet SDCP's portfolio needs practically and cost-effectively, and ii) to establish a portfolio of resources that will provide value to SDCP and California's clean, reliable energy needs into the future.

Despite a relatively warm summer, near-term California power markets remain soft due to declining power and gas markets throughout the US, and robust renewable generation, all of which have so far offset the impacts of drought in the Pacific Northwest and resource scarcity throughout WECC.

#### **COMMITTEE REVIEW**

N/A

#### **FISCAL IMPACT**

N/A

#### **ATTACHMENTS**

N/A

## SAN DIEGO COMMUNITY POWER

### Staff Report – Item 5

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To: San Diego Community Power Community Board of Directors

From: Lucas Utouh, Senior Director of Data Analytics and Customer Operations

Via: Karin Burns, Chief Executive Officer

Subject: Update on Customer Operations

Date: December 12, 2024

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### RECOMMENDATION

Receive and file an update on various customer operations' initiatives.

### BACKGROUND

Staff will provide regular updates to the Community Advisory Committee (CAC) centered around tracking opt actions (i.e., opt outs, opt ups and opt downs) as well as customer engagement metrics. The following is a brief overview of items pertaining to customer operations.

### ANALYSIS AND DISCUSSION

#### A) Enrollment Update

As of November 18, 2024, Community Power is serving a cumulative total count of **954,418** active accounts.

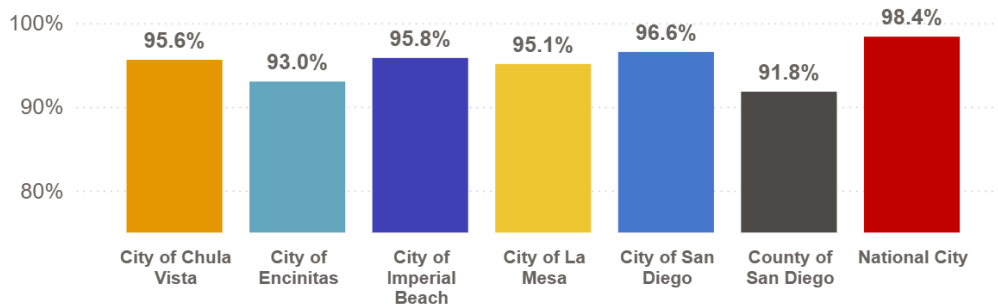
Customers with newly established accounts or who have moved into a new service address within any and all of our member jurisdictions receive 2 post-enrollment notices through the mail at their mailing address on file within 60 days of their account start date to notify them that they have defaulted to SDCP electric generation service.

## B) Customer Participation Tracking

With the roll out of PowerBase and Power100 Green+ in July 2024, staff has worked with Calpine to completely recalibrate and revamp our customer participation statistics as we no longer have just two service options but four, and customers are able to elect their participation in any of the service options, provided they meet the eligibility criteria. The below charts summarize these actions accordingly as of November 18, 2024:

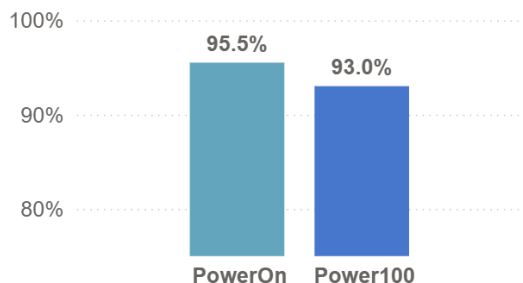
Enrolled Accounts	Participation Rate	Participation
954,418	95.5%	

**Participation by Jurisdiction**

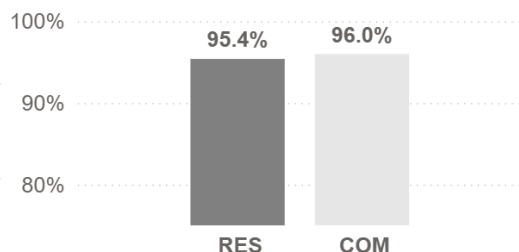


Jurisdiction	Service Option Default	Eligible Accounts	Enrolled Accounts	Participation Rate
City of Chula Vista	PowerOn	98,319	94,018	95.6%
City of Encinitas	Power100	28,741	26,737	93.0%
City of Imperial Beach	PowerOn	10,855	10,404	95.8%
City of La Mesa	PowerOn	29,364	27,933	95.1%
City of San Diego	PowerOn	623,093	601,677	96.6%
County of San Diego	PowerOn	190,144	174,585	91.8%
National City	PowerOn	19,377	19,064	98.4%
<b>Total</b>		<b>999,893</b>	<b>954,418</b>	<b>95.5%</b>

**Participation by Default Service Option**



**Residential vs Commercial Participation**

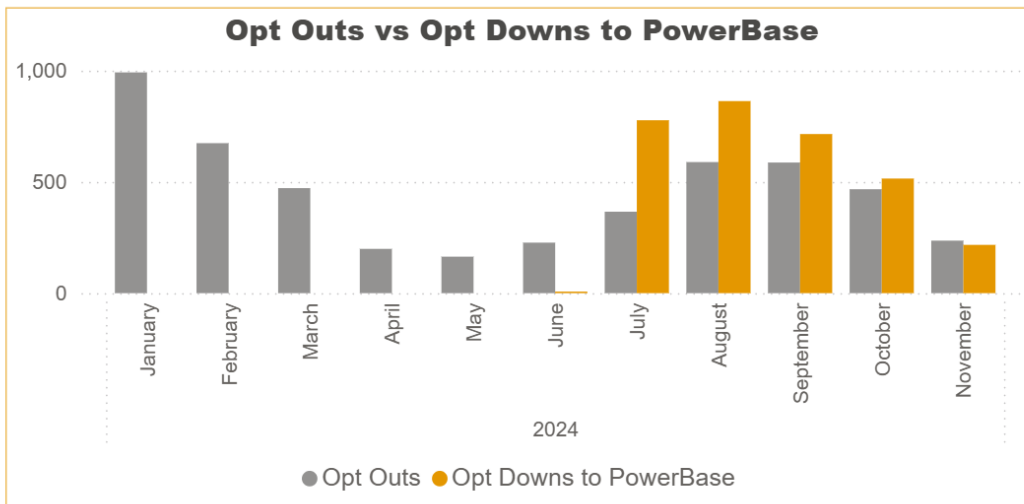


## Service Option

PowerBase		PowerOn		Power100		Power100 Green+	
Enrolled	2,919	Enrolled	917,265	Enrolled	34,233	Enrolled	1
Participation	0.3%	Participation	96.1%	Participation	3.6%	Participation	0.0%

## Service Option Enrollment Summary

Jurisdiction	Service Option Default	Enrolled Accounts	Power Base Enrolled	Power Base %	PowerOn Enrolled	PowerOn %	Power 100 Enrolled	Power 100 %	Power100 Green+ Enrolled	Power100 Green+ %
City of Chula Vista	PowerOn	94,018	241	0.3%	92,872	98.8%	905	1.0%		
City of Encinitas	Power100	26,737	109	0.4%	434	1.6%	26,194	98.0%		
City of Imperial Beach	PowerOn	10,404	23	0.2%	10,302	99.0%	79	0.8%		
City of La Mesa	PowerOn	27,933	91	0.3%	27,580	98.7%	262	0.9%		
City of San Diego	PowerOn	601,677	1,531	0.3%	594,166	98.8%	5,979	1.0%	1	0.0%
County of San Diego	PowerOn	174,585	895	0.5%	172,908	99.0%	782	0.4%		
National City	PowerOn	19,064	29	0.2%	19,003	99.7%	32	0.2%		
<b>Total</b>		<b>954,418</b>	<b>2,919</b>	<b>0.3%</b>	<b>917,265</b>	<b>96.1%</b>	<b>34,233</b>	<b>3.6%</b>	<b>1</b>	<b>0.0%</b>

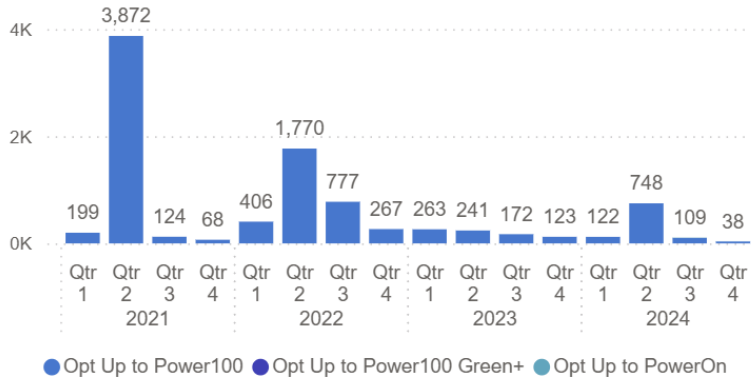


## Opt Up History

**Total Opt Ups**  
9,299

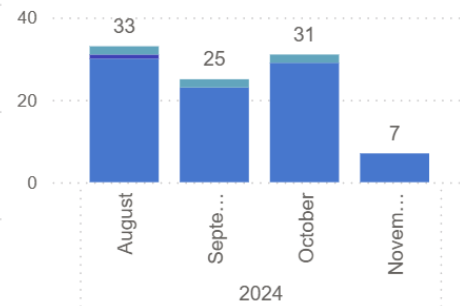
**Opt Ups Current\***  
8,100

### Opt Ups Quarterly



### Opt Ups Monthly

Last 4 Months



### Opt Ups by Jurisdiction

Jurisdiction	2021	2022	2023	2024 Q1	2024 Q2	2024 Q3	2024-10	2024-11	Total
City of Chula Vista	710	175	61	5	30	9	4		994
City of Encinitas	18	1	1		1	1	1		23
City of Imperial Beach	60	29	11	2	3				105
City of La Mesa	155	120	19	3	1	2	1	1	302
City of National City			12	17	7				36
City of San Diego	3,316	2,895	488	75	128	80	22	4	7,008
County of San Diego	4		207	20	578	17	3	2	831
<b>Total</b>	<b>4,263</b>	<b>3,220</b>	<b>799</b>	<b>122</b>	<b>748</b>	<b>109</b>	<b>31</b>	<b>7</b>	<b>9,299</b>

### Opt Ups by Customer Class

Customer Class	2021	2022	2023	2024 Q1	2024 Q2	2024 Q3	2024-10	2024-11	Total
Commercial	4,256	296	232	47	609	17	9	2	5,468
Residential	7	2,924	567	75	139	92	22	5	3,831
<b>Total</b>	<b>4,263</b>	<b>3,220</b>	<b>799</b>	<b>122</b>	<b>748</b>	<b>109</b>	<b>31</b>	<b>7</b>	<b>9,299</b>

### Opt Ups by Method

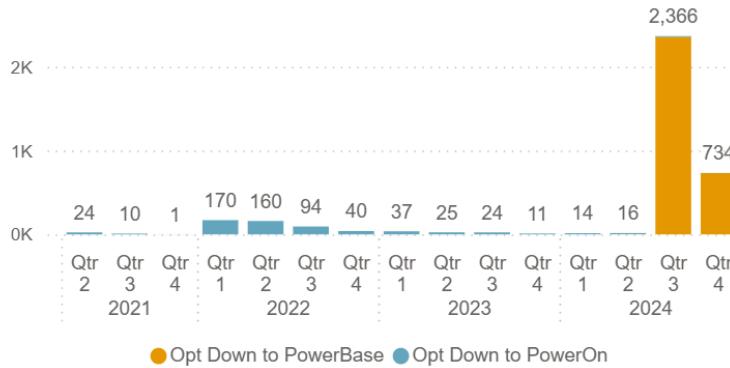
Opt Method	2021	2022	2023	2024 Q1	2024 Q2	2024 Q3	2024-10	2024-11	Total
CSR	4,232	1,372	301	52	679	46	14	2	6,698
IVR	4	85	84	23	9	5	3		213
Web	27	1,763	414	47	60	58	14	5	2,388
<b>Total</b>	<b>4,263</b>	<b>3,220</b>	<b>799</b>	<b>122</b>	<b>748</b>	<b>109</b>	<b>31</b>	<b>7</b>	<b>9,299</b>

\*Current indicates the account is open with SDG&E and this opt action is their latest opt action

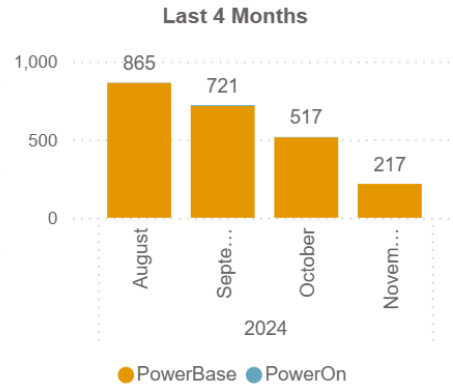
## Opt Down History

Total Opt Downs	Opt Downs Current*
3,726	3,408

### Opt Downs Quarterly



### Opt Downs Monthly



### Opt Downs by Jurisdiction

Jurisdiction	2021	2022	2023	2024 Q1	2024 Q2	2024 Q3	2024-10	2024-11	Total
City of Chula Vista		2	4			206	40	13	265
City of Encinitas	35	429	74	12	10	80	24	14	678
City of Imperial Beach		1				25	2	1	29
City of La Mesa		4				74	19	5	102
City of National City					1	26	2	1	30
City of San Diego		28	13	2	3	1,248	266	101	1,661
County of San Diego			6		2	707	164	82	961
<b>Total</b>	<b>35</b>	<b>464</b>	<b>97</b>	<b>14</b>	<b>16</b>	<b>2,366</b>	<b>517</b>	<b>217</b>	<b>3,726</b>

### Opt Downs by Customer Class

Customer Class	2021	2022	2023	2024 Q1	2024 Q2	2024 Q3	2024-10	2024-11	Total
Commercial	34	23	9	2		429	50	12	559
Residential	1	441	88	12	16	1,937	467	205	3,167
<b>Total</b>	<b>35</b>	<b>464</b>	<b>97</b>	<b>14</b>	<b>16</b>	<b>2,366</b>	<b>517</b>	<b>217</b>	<b>3,726</b>

### Opt Downs by Method

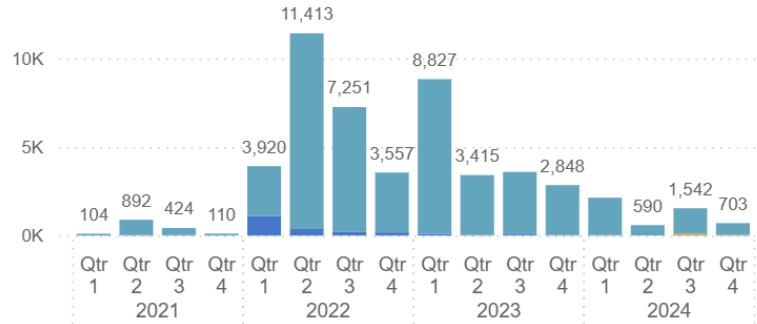
Opt Method	2021	2022	2023	2024 Q1	2024 Q2	2024 Q3	2024-10	2024-11	Total
CSR	31	311	65	10	10	1,811	373	148	2,759
IVR	4	26	3	1		204	39	25	302
Web		127	29	3	6	351	105	44	665
<b>Total</b>	<b>35</b>	<b>464</b>	<b>97</b>	<b>14</b>	<b>16</b>	<b>2,366</b>	<b>517</b>	<b>217</b>	<b>3,726</b>

\*Current indicates the account is open with SDG&E and this opt action is their latest opt action

## Opt Out History

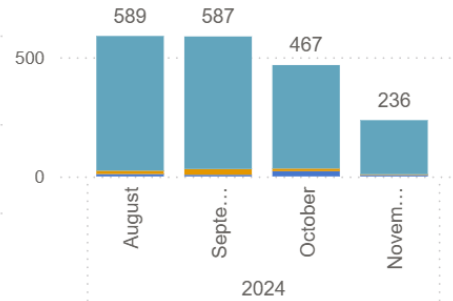
<b>Total Opt Outs</b>	<b>Opt Outs Current*</b>
51,327	45,194

### Opt Outs Quarterly



### Opt Outs Monthly

Last 4 Months



● Opt Out from Power100 ● Opt Out from PowerBase ● Opt Out from PowerOn ● Power100 ● PowerBase ● PowerOn

### Opt Outs by Jurisdiction

Jurisdiction	2021	2022	2023	2024 Q1	2024 Q2	2024 Q3	2024-10	2024-11	Total
City of Chula Vista	267	3,466	747	120	55	141	45	19	4,860
City of Encinitas	66	1,870	230	39	10	34	22	6	2,277
City of Imperial Beach	32	343	99	25	8	17	7		531
City of La Mesa	84	1,269	235	39	21	42	15	4	1,709
City of National City			285	22	11	23	10	6	357
City of San Diego	1,079	19,192	3,185	529	226	628	189	106	25,134
County of San Diego	2	1	13,902	1,364	259	657	179	95	16,459
<b>Total</b>	<b>1,530</b>	<b>26,141</b>	<b>18,683</b>	<b>2,138</b>	<b>590</b>	<b>1,542</b>	<b>467</b>	<b>236</b>	<b>51,327</b>

### Opt Outs by Customer Class

Customer Class	2021	2022	2023	2024 Q1	2024 Q2	2024 Q3	2024-10	2024-11	Total
Commercial	1,492	535	1,687	120	32	97	33	10	4,006
Residential	38	25,606	16,996	2,018	558	1,445	434	226	47,321
<b>Total</b>	<b>1,530</b>	<b>26,141</b>	<b>18,683</b>	<b>2,138</b>	<b>590</b>	<b>1,542</b>	<b>467</b>	<b>236</b>	<b>51,327</b>

### Opt Outs by Method

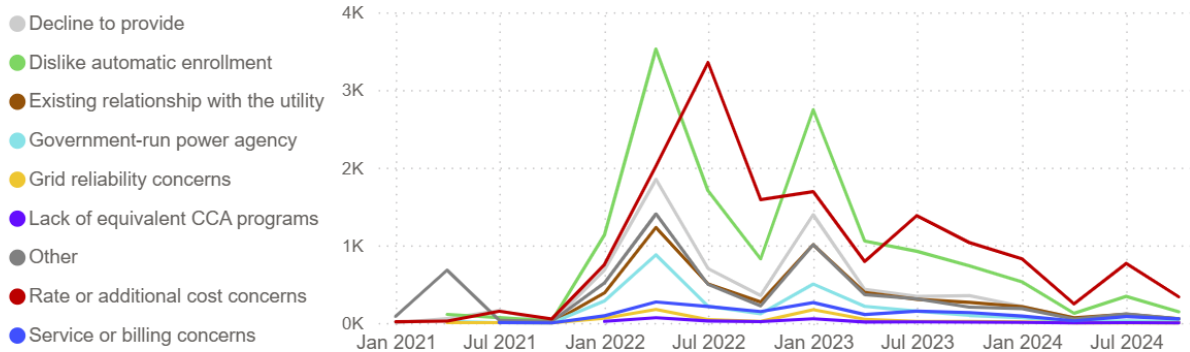
Opt Method	2021	2022	2023	2024 Q1	2024 Q2	2024 Q3	2024-10	2024-11	Total
CSR	1,104	6,965	4,706	591	188	474	174	84	14,286
IVR	102	4,886	3,789	508	150	403	104	57	9,999
Web	324	14,290	10,188	1,039	252	665	189	95	27,042
<b>Total</b>	<b>1,530</b>	<b>26,141</b>	<b>18,683</b>	<b>2,138</b>	<b>590</b>	<b>1,542</b>	<b>467</b>	<b>236</b>	<b>51,327</b>

\*Current indicates the account is open with SDG&E and this opt action is their latest opt action



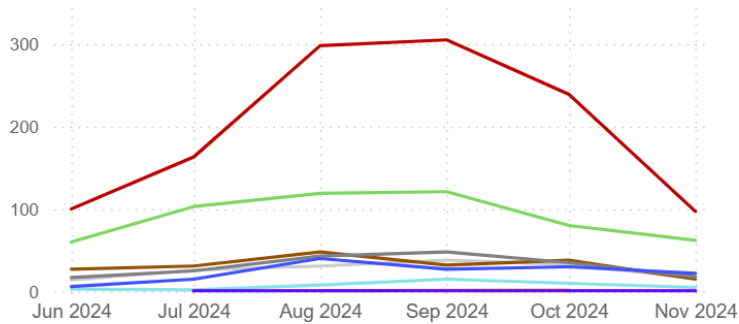
## Opt Out Reason Summary

### Opt Outs by Reason Quarterly



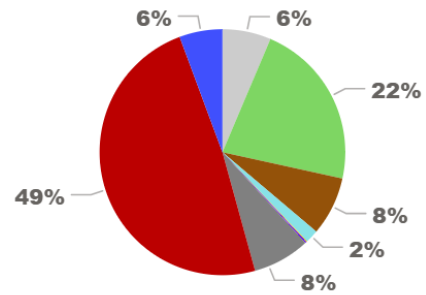
### Opt Outs by Reason Monthly

Last 6 Calendar Months



### Opt Out Reason Distribution

Last 6 Calendar Months



### Opt Outs by Reason Table

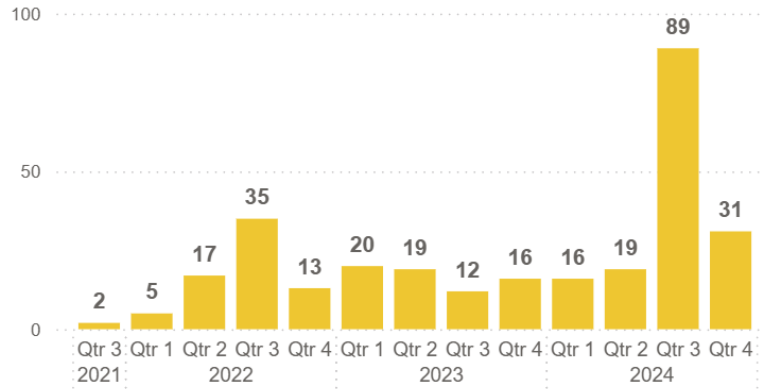
Opt Out Reason	2021	2022	2023	2024 Q1	2024 Q2	2024 Q3	2024-10	2024-11	Total
Decline to provide	228	3,583	2,519	214	62	95	33	16	6,750
Dislike automatic enrollment	204	7,189	5,458	529	123	343	80	62	13,988
Existing relationship with the utility	2	2,389	1,968	209	67	111	38	15	4,799
Government-run power agency	24	1,491	961	67	13	25	10	5	2,596
Grid reliability concerns	7	293	252	14	1	1	2		570
Lack of equivalent CCA programs		131	90	7	1	3		1	233
Other	819	2,636	1,884	185	51	116	35	18	5,744
Rate or additional cost concerns	240	7,711	4,897	825	245	766	239	97	15,020
Service or billing concerns	6	718	654	88	27	82	30	22	1,627
<b>Total</b>	<b>1,530</b>	<b>26,141</b>	<b>18,683</b>	<b>2,138</b>	<b>590</b>	<b>1,542</b>	<b>467</b>	<b>236</b>	<b>51,327</b>



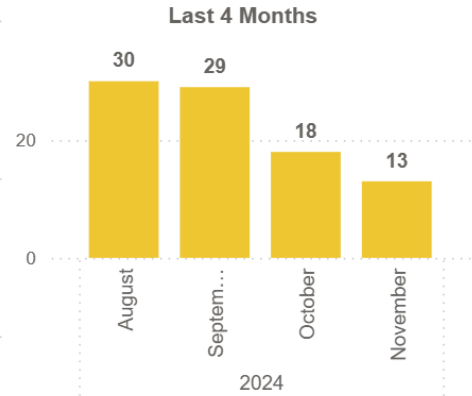
## Re-Enrollment Requests

Excludes closed accounts

### Re-Enrollments Quarterly



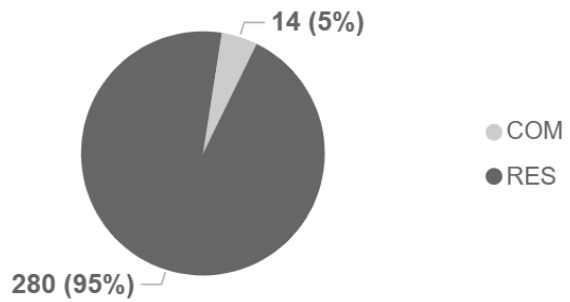
### Re-Enrollments Monthly



### Re-Enrollments by Jurisdiction

Jurisdiction	Accounts
City of Chula Vista	21
City of Encinitas	25
City of Imperial Beach	3
City of La Mesa	6
City of National City	1
City of San Diego	179
County of San Diego	59
<b>Total</b>	<b>294</b>

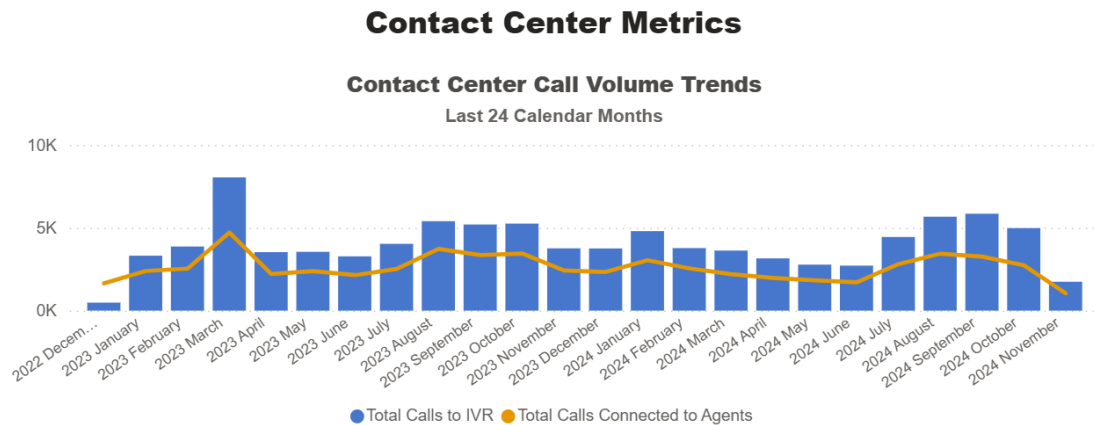
### Re-Enrollments Residential vs Commercial



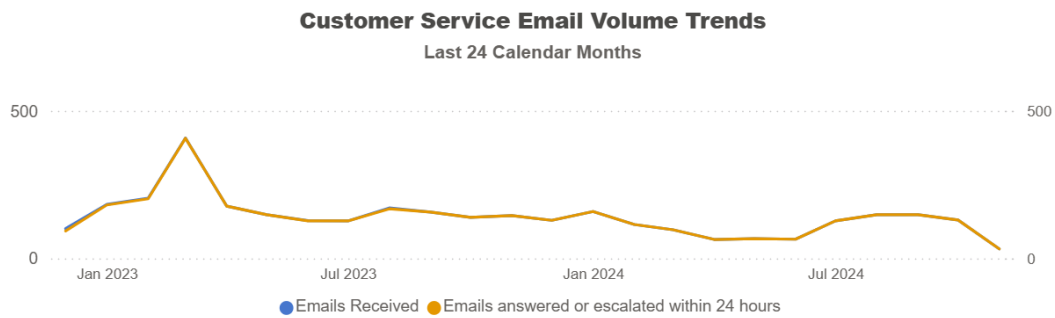
D) Contact Center Metrics

As expected, call volumes rose in July as summer rates came into effect as of June 1, 2024, as customers started seeing increased bills as a function of the Winter to Summer price differential. We anticipate that call volumes will drop and stabilize as a result of the crossover from Summer to Winter rates effective as of November 1, 2024.

The chart below summarizes contact made by customers into the Contact Center broken down by month through November 18, 2024:



Interactive Voice Response (IVR) and Service Level Agreement (SLA) Metrics									
	2021	2022	2023	2024 Q1	2024 Q2	2024 Q3	2024-10	2024-11	Total
Total Calls to IVR	2,289	47,118	52,977	12,198	8,646	15,964	4,980	1,743	145,915
Total Calls Connected to Agents	1,401	30,174	34,173	7,792	5,519	9,508	2,735	1,047	92,349
Avg Seconds to Answer	20.00	11.50	6.75	15.67	9.00	17.67	14.00	9.00	12.48
Avg Call Duration (Minutes)	8.5	9.8	9.6	9.4	8.7	10.4	10.2	10.2	9.4
Calls Answered within 60 Seconds (75% SLA)	96.23%	95.50%	97.57%	92.85%	96.92%	82.35%	92.03%	95.71%	95.16%
Abandon Rate	0.57%	0.36%	0.19%	0.57%	0.30%	1.66%	0.94%	0.19%	0.46%



Customer Service Emails									
	2021	2022	2023	2024 Q1	2024 Q2	2024 Q3	2024-10	2024-11	Total
Emails Received	272	2,894	2,116	371	196	423	130	32	6,434
Emails answered or escalated within 24 hours	257	2,821	2,107	371	196	423	130	32	6,337
Completion %	94%	96%	100%	100%	100%	100%	100%	100%	98%

Similar to other CCAs' service areas, Community Power anticipates the trend of customers calling into the Contact Center's Interactive Voice Response (IVR) system tree and being able to self-serve their opt actions using the recorded prompts as well as utilizing Community Power's website for processing opt actions to continue accounting for over 65% of all instances. The remaining portion of customer calls are connected to Customer Service Representatives to answer additional questions, assist with account support, or process opt actions.

As of this latest reporting month, Community Power has 9 Dedicated Customer Service Representatives staffed at the Contact Center and 1 Supervisor. Robust Quality Assurance (QA) procedures are firmly in place to ensure that customers are getting a world-class customer experience when they contact Community Power.

#### **AD-HOC COMMITTEE AND/OR SUBCOMMITTEE REVIEW**

N/A

#### **FISCAL IMPACT**

N/A

#### **ATTACHMENTS**

N/A



## **SAN DIEGO COMMUNITY POWER**

### **Staff Report – Item 6**

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To: San Diego Community Power Board of Directors

From: Chandra Pugh, Director of People

Via: Karin Burns, Chief Executive Officer

Subject: Update on Human Resources

Date: December 12, 2024

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### **RECOMMENDATION**

Receive and File the Update on Human Resources.

### **BACKGROUND**

Human Resources (HR) has been working on the following priorities:

#### Hiring:

This month, Community Power welcomes Finance Manager, Mark Alfaro, and Sr. Cyber Security Analyst, Brittany Smith.

In his role as Finance Manager, Mark will work closely with the Programs team and will focus solely on the REN. In particular, he will be responsible for helping to set up the REN for continued success by building the finance function through the set-up of invoicing, budget tracking, reporting, timekeeping, and other related finance tasks.

Mark comes to SD Community Power with 17 years of finance experience in the utilities and technology industries. He has worked at Semptra, SDG&E, and most recently at 4Liberty, providing support for large-scale electric transmission and distribution projects, wildfire mitigation programs, IT network and infrastructure, and fiber-optic communications projects. His areas of expertise lie in Finance, Financial and Accounting Systems, and Business Intelligence.

In her role as Sr. Cyber Security Analyst, Brittany will work closely with our IT Team to assess, develop, and document Standard Operating Procedures (“SOPs”), policies and best practices for evaluation and fortification of SDCP’s cybersecurity posture. She will also spearhead the leveraging of the National Institute of Standards and Technology (NIST) Cybersecurity Framework to aid SDCP in better integrating and aligning cybersecurity risk management including our incident response plan with our broader organization-wide Enterprise Risk Management processes.

Brittany comes to SDCP with over 7 years+ of experience in Information Security/Cybersecurity with additional skills in technical support, network security, information assurance, system administration, privacy, technical writing, risk management, and IT compliance. Prior to joining the SDCP Dream Team, she worked for City National Bank as a Governance, Risk and Control Business Analyst and before that as an Information System Security Officer at Northrop Grumman. She has also held various IT and Cybersecurity roles at Sempra Energy and Leidos/Capgemini. She currently possesses the following certifications: CompTIA Security+, CompTIA CYSA+ and CompTIA CSAP and will be graduating this month with her Master of Science, Cybersecurity and Information Assurance degree.

Open positions:

Associate Director IT and Data Analytics  
Director of Portfolio Management  
Origination Manager  
Rates Analyst

## **DISCUSSION AND ANALYSIS**

N/A

## **COMMITTEE REVIEW**

N/A

## **FISCAL IMPACT**

N/A

## **ATTACHMENTS:**

N/A

## **SAN DIEGO COMMUNITY POWER**

### **Staff Report – Item 7**

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To: San Diego Community Power Board of Directors

From: Jen Lebron, Director of Public Affairs

Via: Karin Burns, Chief Executive Officer

Subject: Update on Public Affairs

Date: December 12, 2024

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### **RECOMMENDATION**

Receive and file an update on marketing, public relations, and local government affairs activities for San Diego Community Power ("Community Power").

### **BACKGROUND**

Community Power has engaged in a variety of public relations, marketing, community outreach, and local government affairs activities to drive awareness, spark community engagement, and maintain high customer enrollment.

### **ANALYSIS AND DISCUSSION**

Community Power's Public Affairs Department has been participating in events across our member agencies as it aims to increase general awareness and answer questions in a friendly, helpful manner.

#### *Recent and Upcoming Public Engagement Events*

CLEAResult Energy Forum  
Latinx in Sustainability  
Encinitas Green Building Ordinance Training  
AARP – California Advocacy Council  
Sherman Heights Community Center Community Clean Energy Grant Ribbon Cutting  
Native American Health and Wellness Conference  
California Public Utilities Commission Small and Diverse Business Expo  
Encinitas Library  
San Diego Regional Chamber of Commerce Circle of Influence Reception  
LEAN Energy National CCA Conference  
Mt. Hope Hispanic Heritage Energy Resiliency Hub  
Power Network Workshop at Cafe-X  
Harvard Kennedy School Alumni Association Panel

NEXUS Climate Conference  
Asian Business Association Annual Dinner  
Association of Women in Water, Energy & Environment Conference  
San Diego Green Drinks  
Imperial Beach Spooktacular Trunk or Treat  
National City Chamber  
Movie in the Park – Agua Caliente County Park  
Power Network Workshop – Spring Valley  
Halloween at Liberty Station  
Lesley K. McAllister Symposium on Climate and Energy Law  
Groundwork San Diego “Understanding Your Bill” Energy Workshop  
Jackie Robinson YMCA’s Community Health & Resource Fair  
California Efficiency + Demand Management Council Fall Conference  
Urban Land Institute (ULI) Sustainability & Urban Resilience Forum  
MAAC Electric Vehicle Day  
San Diego Regional Chamber of Commerce Legislative Lounge  
North San Diego Business Chamber’s Health and Wellness Fair  
Tribal Climate and Health Summit  
Chula Vista Chamber of Commerce First Friday Breakfast  
Cuyamaca College Water Conservation Garden Anniversary  
Black Chamber of Commerce Post-Election Panel  
Chula Vista Community Collaborative Monthly Meeting  
La Mesa Farmer’s Market  
Circulate San Diego Momentum Awards  
County of San Diego Tribal Flag Raising  
Imperial Beach Collaborative  
Sun Coast Farmer’s Market  
La Mesa Environmental Sustainability Commission  
SDSU Sustainable Places & Practices Class Presentation  
Power Association of California Southern California Reception

### *Marketing, Communications and Outreach*

Community Power, the Energy Policy Initiatives Center (EPIC), the San Diego Regional Climate Collaborative and San Diego Gas & Electric launched the San Diego Regional Energy Academy on November 7, 2024. The free, three-day program was designed to serve as a resource to educate and support local leaders as they aim to reach regional climate resilience goals. The 32-member inaugural cohort included sustainability nonprofit leaders, energy industry professionals and representatives from local elected officials’ offices.

The Public Affairs team lead the efforts for a press conference and ribbon cutting at the Vikings Energy Farm on November 20, 2024. The project provides Community Power with 50 MW of solar coupled with 150 MW/600 MWh of battery energy storage and will allow for the shift of daytime solar production to late afternoon and evening hours,



providing on-peak energy while benefiting the local community.

The Community Engagement division of the Public Affairs Department received more than 30 responses for its open solicitation for participation in the Power Network. The Power Network provides a pathway for community-based organizations to work with Community Power and help spread the word about programs and projects that can have an impact on the communities we serve.

The Public Affairs team has been working diligently behind the scenes to support programmatic efforts, including the new Solar Battery Savings program, which provides customers with rooftop solar and battery storage incentives. It is also ramping up efforts to promote upcoming programs including one that helps customers repair their roofs to be ready for solar installations, and another that will distribute grants to small businesses that would benefit from more efficient refrigerators. The Public Affairs team is working closely with internal and external stakeholders to encourage participation in these programs and leveraging relationships with community partners to amplify our marketing and outreach efforts.

Community Power has continued its efforts to connect with local leaders through meetings and at community events.

The Public Affairs team will continue to develop new strategies, processes and capacity over the next several months to conduct more community outreach, expand marketing and brand awareness efforts, and provide timely, accurate information across multiple channels.

#### *Local Government Affairs*

Community Power continues to meet with and work with local governments and tribal nations throughout the greater San Diego region. With the election results called in Community Power's member agencies, the local government affairs team is reaching out to new elected officials to inform them about the benefits Community Power offers to their constituents.

#### **AD-HOC COMMITTEE AND/OR SUBCOMMITTEE REVIEW**

N/A

#### **FISCAL IMPACT**

N/A

#### **ATTACHMENTS**

N/A



## SAN DIEGO COMMUNITY POWER

### Staff Report – Item 8

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To: San Diego Community Power Board of Directors

From: Laura Fernandez, Director of Regulatory & Legislative Affairs  
Aisha Cervantes-Cissna, Senior Policy Manager  
Patrick Welch, Senior Legislative Manager  
Stephen Gunther, Regulatory Manager  
Dean Kinports, Senior Strategic Policy Manager

Via: Karin Burns, Chief Executive Officer

Subject: Update on Regulatory and Legislative Affairs

Date: December 12, 2024

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### RECOMMENDATION

Receive and file the update on regulatory and legislative affairs.

### BACKGROUND

Staff will provide regular updates to the Board of Directors regarding SDCP regulatory and legislative engagement.

### ANALYSIS AND DISCUSSION

#### A) Regulatory Updates

##### ***Disconnections***

##### ***Disconnections Phase 2 Scoping Ruling***

On October 30, 2024, the CPUC issued a [Ruling](#) seeking comments regarding the implementation of (1) [Senate Bill \(SB\) 1142](#) and (2) potential additional disconnection protections during extreme weather events. Comments were due November 22, 2024. A workshop on this Ruling will be held December 12<sup>th</sup>, with responses to the initial comments due in January 2025 (date TBD).

SB 1142 was signed into law in September 2024. It requires IOUs to restore service to a disconnected customer who agrees to a payment plan. The second topic related to disconnection protections was spurred by a Motion filed by The Utility Reform Network

(TURN) in August 2024, [Emergency Motion to Modify Weather-Related Disconnection Protections to Better Address “Extreme Heat” Health and Safety Risks](#). The Motion asks the CPUC to modify existing rules to prohibit disconnection of residential electric service when temperatures at the customer’s location are projected to exceed 100 degrees Fahrenheit (current rule), *or* when the National Weather Service (NWS) “HeatRisk” index for a customer’s location is forecasted to reach the “Major” risk-level. It also asks the CPUC to require electric IOUs to contact disconnected customers when the same NWS HeatRisk criteria is met and offer to reconnect service *without any minimum payment* as long as the customer agrees to a payment plan. Most parties agreed that no additional payment assistance programs need to be created, and it is infeasible to take into account a customers’ ability to pay before terminating service due to nonpayment.

Ten parties filed comments on November 22, 2024. Highlights include:

- [CalCCA](#)
  - When restoring service to a customer who was disconnected due to nonpayment, IOUs should offer customers all payment plans for which they qualify.
  - The CPUC should hire a third party to perform a holistic examination of disconnection protections and payment programs.
  - The CPUC should adopt TURN’s proposed rule modifications; the HeatRisk index should be adopted, and a similar indexing system for low temperature risks (NWS Cold Threats).
- [SDG&E](#)
  - Argues that the CPUC should not impose additional IOU requirements regarding reconnection of customers who have been previously disconnected due to nonpayment. Sufficient customer assistance and programs are already in place.
  - States the CPUC should not require new payment programs to address arrearages and should focus on the directives from the Governor’s Executive Order which calls for increasing ratepayer affordability by maximizing cost-effectiveness of current demand-side programs.
  - Opposes TURN’s proposed rule modifications.
- Other Electric IOUs ([PG&E](#) and [SCE](#))
  - State that the Arrearage Management Program (AMP) is the ideal program to offer when reconnecting customers who were previously disconnected due to nonpayment.
  - If customers have been disconnected, reconnected, then disconnected again, a customer should be required to make an upfront payment before entering into a payment plan.
  - The CPUC should not adopt TURN’s proposed rule modifications.
- [Public Advocates Office](#) (“PAO”, a.k.a. Cal Advocates)

- IOUs should offer all existing payment plan options to customers who cannot afford to pay for reconnection and should reconnect customers an indefinite number of times as long as they agree to a payment plan.
- The CPUC should evaluate if existing payment plans need to be adjusted to better support customers in decreasing their arrearages.
- Additional data should be provided before deciding to adopt TURN's proposed rule modifications.
- [Utility Consumers' Action Network \(UCAN\)](#)
  - The CPUC needs to limit IOU profits which will increase affordability and therefore be a solution to the root cause of arrearages and disconnections.
- [The Utility Reform Network, Center for Accessible Technology, and National Consumer Law Center](#)
  - IOUs should offer a full spectrum of payment plan options when reconnecting customers who were previously disconnected due to nonpayment.
  - Utilities should thoroughly assess a customer's ability to pay before disconnecting service due to nonpayment.
  - Support adoption of TURN's proposed rule changes.

## **Resource Adequacy**

### *Track 2 Proposed Decision*

As described in the regulatory and legislative staff report to the Board of Directors in November 2024 (see pages [51-52](#) for details), on October 29, 2024, the CPUC issued a [Proposed Decision](#) in Track 2 of the resource adequacy (RA) proceeding regarding the planning reserve margin (PRM), central procurement entity (CPE) framework for local RA, and unforced capacity (UCAP) methodology.

On November 18, 2024, CalCCA filed [opening comments](#), making the following recommendations:

- Allow for the earlier adoption of the 2026 PRM if Energy Division and stakeholders can complete a thorough vetting of the modeling results in advance of the Track 3 timeline;
- Recognize the significant impact changes to the PRM can have on both reliability and affordability;
- Adopt a UCAP methodology with corresponding updates to remove forced outages from the PRM and prioritize resource-specific UCAP values and a methodology that does not impact existing contracts;
- Adopt the Proposed Decision's reforms to the existing local RA CPE framework with the opportunity to review their effectiveness at the end of 2027; and
- The Commission should clarify its directive to retain local RA requirements.

On November 25, 2024, CalCCA filed [reply comments](#) and the Proposed Decision may be heard as early as the December 5 CPUC Voting Meeting.

## **B) State Legislative Activities Update**

### ***Legislature kicks off 2025-26 Legislative Session***

Monday, December 2 marked the beginning of the legislative session. Newly elected and re-elected legislators were sworn in. Roughly one-third of the 120 members of the Assembly and Senate are newly elected. There are seven Assembly districts and four Senate districts that overlap with SDCP's service area:

- Assembly District 74, Laurie Davies
- Assembly District 75, Carl DeMaio
- Assembly District 76, Darshana Patel
- Assembly District 77, Tasha Boerner
- Assembly District 78, Chris Ward
- Assembly District 79, LaShae Sharp-Collins
- Assembly District 80, David Alvarez
- Senate District 18, Steve Padilla
- Senate District 38, Catherine Blakespear
- Senate District 39, Akilah Weber
- Senate District 40, Brian Jones

In addition to kicking off the regular session, December 2 marked the beginning of a special session [called by the Governor](#) to “mitigate the impacts of actions by the incoming” federal Administration. Special sessions are limited to the topics in the proclamation and in this case, the focus is on funding state operations that would likely support a broad array of government activity on any number of topics. Energy is not specifically mentioned in the proclamation. The special session will run concurrently to the regular session. The Legislature will be in recess for the month of December and will start its work on January 6, 2025.

## **C) Federal Activities Update**

### ***Providing Feedback on U.S. Environmental Protection Agency (EPA) Input on Renewable Energy Credits (RECs)***

SDCP is working with other CCAs to engage the U.S. EPA, and other agencies, in a conversation about how RECs are retired for compliance and voluntary renewable energy

procurement. The conversation centers around the U.S. EPA's Green Power Partnership (GPP) program. SDCP is considering filing joint comments on the issue.

GPP is a voluntary program supporting the increased use of green power to reduce the environmental impacts associated with conventional electricity use. The GPP has a major eligibility requirement that green power be incremental to a load-serving entity's (LSE's) Renewable Portfolio Standard (RPS) obligation. The rules are meant to ensure that LSEs and other organizations are accurately accounting for renewable energy to uphold the integrity of the GPP. Earlier this year, the U.S. EPA began to enforce certain criteria in their GPP that disqualified green products (for example, 100% renewable rates) being offered by some CCAs from qualifying. The criteria are:

1. RECs procured above California's RPS mandate must be retired into a separate account to be considered "voluntary." RECs are compliance instruments retired into an online portal known as Western Renewable Energy Generation Information System (WREGIS) by load-serving entities like SDCP. One REC is created for every megawatt hour of renewable generation.
2. Rate products must have been certified or verified by a third party to ensure there is no "double counting" or "resource shuffling." SDCP's Power100 Green+ meets this requirement.

The U.S. EPA's requirements ignore California's already stringent RPS and REC verification process and impose unnecessary additional burdens and costs on California providers. The new requirements also resulted in local agencies within certain CCA territories losing their GPP recognition, which is essentially a branding recognition. There aren't any customers or communities in SDCP's service area that rely on Power100 to enroll in GPP and receive recognition, so the U.S. EPA rule change does not have a direct bearing on SDCP operations.

However, the U.S. EPA's new standards in their GPP program may impact CCA eligibility with the National Renewable Energy Laboratory's (NREL's) annual Utility Green Power Ranking, which is an annual list that ranks utilities/CCAs' Green Power Sales and number of customers. SDCP is currently listed as the ninth largest procurer of voluntary green power in the country. Other California CCAs are in the top 10. Green power is renewable procurement above RPS mandates and data is self-reported. CCAs became aware that EPA GPP staff raised their concerns regarding California CCAs and were recommending they be excluded from future NREL reports. On November 15, 2024, SDCP held a call with a group of CCA representatives and NREL staff to help answer questions about CCA REC reporting and address concerns.

SDCP is working with other CCAs to file comments at the EPA that outline California's stringent RPS and REC process, including:

- California’s rules do not allow for double counting of RECs. All RECs are assigned a specific serial number.
- The CEC has specific naming conventions on WREGIS accounts so creating a standard for separate accounts could have unintended compliance impacts.

SDCP and other CCAs may also consider filing similar comments with the California Energy Commission, which oversees renewable energy projects and REC certification and rules. The CEC is currently updating their RPS guidebook, and the U.S. EPA has filed comments urging that the Guidebook be updated to be consistent with their GPP requirements. To better understand CEC’s perspective, SDCP held a call with CEC staff on November 27, 2024, which was joined by CPUC staff and other CCAs.

### **AD-HOC COMMITTEE AND/OR SUBCOMMITTEE REVIEW**

N/A

### **FISCAL IMPACT**

N/A

### **ATTACHMENTS**

N/A





## **SAN DIEGO COMMUNITY POWER**

### **Staff Report – Item 9**

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To: San Diego Community Power Board of Directors

From: Xiomalys Crespo, Senior Community Engagement Manager

Via: Karin Burns, Chief Executive Officer

Subject: Community Advisory Committee Monthly Report

Date: December 12, 2024

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### **RECOMMENDATION**

Receive and file the Community Advisory Committee (CAC) monthly report.

### **BACKGROUND**

Per Section 5.10.3 of the San Diego Community Power (Community Power) Joint Powers Authority (JPA) Agreement:

The Board shall establish a Community Advisory Committee comprised of non-Board members. The primary purpose of the Community Advisory Committee shall be to advise the Board of Directors and provide a venue for ongoing citizen support and engagement in the strategic direction, goals, and programs of the Authority.

At the direction of the Chair, the CAC provides quarterly presentations to the Board of Directors in the regular agenda, and monthly reports in the consent agenda. The next quarterly update will take place during its January 23, 2025 regular meeting.

### **ANALYSIS AND DISCUSSION**

During the December 5, 2024, regular CAC meeting:

- Members welcomed new Community Power staff who will be working on the San Diego Regional Energy Network and unanimously approved the consent agenda, which included updates on Customer Operations, Marketing, Public Relations and Local Government Affairs, Regulatory and Legislative Affairs, and Programs. The item on the approval of the 2025 CAC meeting calendar was amended to change the CAC January meeting from January 9<sup>th</sup> to January 16, to accommodate meeting preparation timelines for the holidays.

- Community Power CEO Karin Burns provided an overview of the strategic planning process. Members recommended including flexible strategies that account for a changing regulatory environment and encouraged staff to consider innovative strategies to reduce bureaucratic delays in programming implementation.
- After a robust discussion, the CAC also voted to recommend approval of allocation from PG&E of GHG-Free attributes from Diablo Canyon Nuclear Power Plant for 2025-2030, with five members voting yes, three voting no, and one abstention. Staff answered clarifying questions about how the allocation would be labeled on the Power Content Label, Community Power's stance on nuclear power as stated in its foundational documents, and the economic and Resource Adequacy benefits associated with accepting the allocation. CAC members voiced concerns around nuclear energy and stressed the importance of being transparent with ratepayers about the content of the power they are receiving while advocating for energy affordability. Since they could not reach a consensus, the CAC requested that these concerns be brought forth to the Board as part of this item.
- The CAC approved the creation of a 2025 Community Advisory Committee Work Plan Ad-Hoc Committee and the Chair appointed members Emerson (National City), Harris (La Mesa), and Jahns (Encinitas) as members. The group will look to meet ahead of the January 16, 2025 meeting of the CAC.
- The CAC also received presentations on the San Diego Community Power Network Request for Qualifications and the 2025 Projected Rate Changes. On the latter item, members asked questions on the visual representation of rates for comparison basis and requested that staff quantify any potential impact of Item 8 on the agenda on rate setting.
- Committee members shared updates on National City community meetings and events, congratulated member Cazares (La Mesa) for being elected as a City of La Mesa City Councilmember, and learned that member Sclafani (Chula Vista) is now part of the Association of Energy Engineers. At the request of members to expand upon the staff updates received on Programs, specifically, staff held a Programs Overview training on December 6, 2024. Staff also addressed accessibility concerns raised by members on the legibility of meeting materials due to acronyms.

As of December 6, 2024, the CAC has two vacancies representing the County of San Diego (unincorporated) and the City of Chula Vista. Members of the public must be residents, community leaders, and/or business owners of the respective jurisdictions and may submit their applications electronically. The vacancies continue to be advertised at meetings, community events, and through Community Power's social media.

## **COMMITTEE REVIEW**

N/A



## **FISCAL IMPACT**

There is no fiscal impact associated with this item.

## **ATTACHMENTS**

N/A



## **SAN DIEGO COMMUNITY POWER**

### **Staff Report – Item 10**

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To: San Diego Community Power Board of Directors

From: Melissa Elder, Community Engagement Associate  
Xiomalys Crespo, Sr. Community Engagement Manager

Via: Karin Burns, Chief Executive Officer

Subject: San Diego Community Power Network Request for Qualifications Update

Date: December 12, 2024

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### **RECOMMENDATION**

Receive and file the San Diego Community Power Network Request for Qualifications Update.

### **BACKGROUND**

In alignment with its strategic goals, San Diego Community Power (Community Power) developed the San Diego Community Power Network (Power Network) to build and leverage regional partnerships with community-based organizations with aligned goals to expand overall capacity and maximize impact. The establishment of the Power Network is structured around the following outcomes:

- Understanding the needs, concerns, capacity, and level of influence of community-based organizations serving our member agencies;
- Identifying competencies and expertise currently not held by Community Power;
- Defining and engaging in mutual, standing partnerships that expand overall capacity to implement aligned goals;
- Building relationships with community leaders to inform and equip them with the tools to talk about Community Power's role in the region in a way that fosters open and frequent and culturally relevant communication and collaboration;
- Co-creating an ecosystem of Partners that further Community Power's reach, community recognition, and trust;
- Supporting the implementation of the Community Power Plan and other Community Power customer service offerings; and
- Building shared ownership around Community Power's mission and vision.

## ANALYSIS AND DISCUSSION

Community Power launched a Request for Qualifications for local community-based organizations servicing the Greater San Diego County region on October 9, 2024. As part of the outreach efforts, staff conducted three (3) in-person workshops across San Diego County with over thirteen (13) organizations represented by twenty (20) participants. Individual technical assistance opportunities were offered by appointment.

Additionally, staff conducted targeted outreach through emails and various social media platforms, created a page on the website with a virtual workshop, and shared information about the Power Network and its Request for Qualifications both virtually and in person in community meetings and networking events reaching over 300 people. Over a dozen partners included the Power Network in their Newsletters and/or mailing lists to support outreach to their networks.

Community Power received approximately fifteen (15) questions regarding the Request for Qualifications requesting clarity on service areas, funding sources, and the desired projects and collaboration. Responses to all questions were posted on the [website](#) on November 4, 2024.

The first round of the Request for Qualifications closed on November 11, 2024. Community Power received thirty-three (33) unique submissions and is currently in the process of clarifying the responses submitted prior to moving forward with qualifying partners to engage in contracting.

Community Power received responses from a variety of organizations ranging from non-profits to corporations. Interest areas indicated in the submissions spanned every area of professional services and covered all Community Power member agencies. Most of the organizations indicated “Energy/Environment” as their primary area of focus, however, other focus areas are represented in the submissions, include community and economic development, education, food security, and health.

### Next Steps

Community Power reserves the right to continue to accept responses received on a rolling basis. The initial respondents should expect to hear back from Community Power staff on whether they have been formally accepted as a Power Network partner by January 2025 or earlier, with more information on specific opportunities in early 2025.

The second phase of the Power Network will co-create with partners an information-sharing infrastructure that connects all Request for Qualifications respondents. This may be ‘quarterly gatherings’, databases, and/or other types of communications. In this capacity, the Power Network is expected to convene by Spring 2025.

## **SUBCOMMITTEE REVIEW**

N/A

## **FISCAL IMPACT**

N/A

## **ATTACHMENTS**

N/A





## **SAN DIEGO COMMUNITY POWER**

### **Staff Report – Item 11**

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To: San Diego Community Power Board of Directors

From: Maricela Hernandez, Clerk of the Board

Via: Karin Burns, Chief Operating Officer

Subject: Adoption of Resolution No. 2024-12, A Resolution of the Board of Directors of San Diego Community Power Designating Dates, Time, and the Location for Regular Meetings for Calendar Year 2025

Date: December 12, 2024

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### **RECOMMENDATION**

Adopt Resolution No. 2024-12, A Resolution of the Board of Directors of San Diego Community Power Designating Dates, Time, and the Location for Regular Meetings for Calendar Year 2025.

### **BACKGROUND**

Pursuant to Section 4.8 of the Joint Powers Authority (JPA) Agreement, the date, hour, and place of each regular meeting shall be fixed annually by resolution of the Board.

### **ANALYSIS AND DISCUSSION**

During the 2024 calendar year, the Board of Directors held their meetings every fourth Thursday of the month at 5 p.m., except when holidays required an adjustment.

On September 26, 2024, the Board of Directors adopted Resolution No. 2024-07, approving the 2025 meeting schedule, stating that all regular meetings would take place at the Metropolitan Operations Complex, 9192 Topaz Way, San Diego, CA 92123.

Effective October 24, 2024, the location for Board of Directors meetings changed to the Don L. Nay Port Administration Boardroom, 3165, Pacific Hwy., San Diego, CA 92101.

For calendar year 2025, regular meetings of the Board of Directors shall take place on the dates set forth below and shall begin at 5:00 p.m. and shall be held at the Don L. Nay Port Administration Boardroom, 3165 Pacific Hwy., San Diego, CA 92101.

Teleconferencing or virtual meetings may occur only as authorized under Government Code section 54953 or other applicable law.

Meetings are anticipated to be in person with remote/teleconference option for members of the public, staff and Board Members if the need arises to participate remotely, and as authorized by law.

Below are proposed 2025 Board meeting dates with a start time of 5 p.m.:

- January 23, 2025
- February 27, 2025
- March 27, 2025
- April 24, 2025
- May 22, 2025
- June 26, 2025
- July 24, 2025
- August 28, 2025
- September 25, 2025
- October 23, 2025
- November 20, 2025 (Third Thursday)
- December 11, 2025 (Second Thursday)

The attached resolution reflects the schedule and modified location considerations described above.

### **FISCAL IMPACT**

N/A

### **ATTACHMENTS**

Attachment A: Resolution 2024-12 A Resolution of the Board of Directors of San Diego Community Power Designating Dates, Time, and the Location for Regular Meetings for Calendar Year 2025.

# ITEM 11

# ATTACHMENT A

## RESOLUTION NO. 2024-12

### A RESOLUTION OF THE BOARD OF DIRECTORS OF SAN DIEGO COMMUNITY POWER DESIGNATING DATES, TIME, AND THE LOCATION FOR REGULAR MEETINGS FOR CALENDAR YEAR 2025.

A. San Diego Community Power (SDCP) is a joint powers agency formed pursuant to the Joint Exercise of Powers Act (Cal. Gov. Code § 6500 *et seq.*), California Public Utilities Code § 366.2, and a Joint Powers Agreement effective on October 1, 2019, and amended and restated December 16, 2021 (JPA Agreement).

B. The Ralph M. Brown Act (Cal. Gov. Code § 54950, *et seq.*) provides that the legislative body of each local agency shall provide, by ordinance, resolution, bylaws, or other rule, the time and place for holding its regular meetings.

C. Section 4.8 of the JPA Agreement provides that the “date, hour, and place of each regular meeting shall be fixed annually by resolution of the Board.”

D. On September 26, 2024, the Board of Directors adopted Resolution No. 2024-07, approving the calendar year 2025 meeting schedule, stating that all regular meetings would take place at the Metropolitan Operations Complex, 9192 Topaz Way, San Diego, CA 92123. Effective October 24, 2024, the location for Board of Directors meetings changed to the Don L. Nay Port Administration Boardroom, 3165 Pacific Hwy., San Diego, CA 92101. Therefore, an amended meeting schedule is required to modify the meeting location.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of San Diego Community Power as follows:

Section 1. Resolution No. 2024-07, adopted by the Board of Directors on September 26, 2024, approving the 2025 meeting schedule, is set aside.

Section 2. For calendar year 2025, regular meetings of the Board of Directors shall take place on the dates set forth below and shall begin at 5:00 p.m. All regular meetings shall take place at the Don L. Nay Port Administration Boardroom, 3165 Pacific Hwy., San Diego, CA 92101. Teleconferencing or virtual meetings may occur only as authorized under Government Code section 54953 or other applicable law.

#### Regular Meeting Dates:

- January 23, 2025
- February 27, 2025
- March 27, 2025
- April 24, 2025



- May 22, 2025
- June 26, 2025
- July 24, 2025
- August 28, 2025
- September 25, 2025
- October 23, 2025
- November 20, 2025 (Third Thursday)
- December 11, 2025 (Second Thursday)

Section 3. Special and adjourned meetings of the Board of Directors may be called and held in the manner authorized in the Ralph M. Brown Act, Cal. Gov. Code § 54950, *et seq.*, as may be amended from time to time or as may be modified or suspended by Executive Order.

Section 4. This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the Board of Directors of San Diego Community Power held on December 12, 2024.

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Joe LaCava, Chair  
San Diego Community Power

ATTEST:

APPROVED AS TO FORM:

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Maricela Hernandez, MMC, CPMC  
Clerk of the Board/Board Secretary  
San Diego Community Power

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Veera Tyagi, General Counsel  
San Diego Community Power

## SAN DIEGO COMMUNITY POWER Staff Report – Item 12

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To: San Diego Community Power Board of Directors  
From: Karin Burns, Chief Executive Officer  
Subject: Annual Energy Usage and Voting Shares Update  
Date: December 12, 2024

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### RECOMMENDATION

Approve Annual Updates to Exhibit C (Annual Energy Use by Jurisdiction) and Exhibit D (Voting Shares of SDCP Members) of the SDCP Joint Powers Agreement.

### BACKGROUND

Under SDCP's Joint Powers Agreement ("JPA Agreement"), certain actions taken by a regular majority vote of the Board of Directors may be nullified by a "Voting Shares Vote." Section 4.11.3(b) of the JPA Agreement describes (1) how Voting Shares are determined based on Total Annual Energy Use, (2) how such figures are memorialized in Exhibits C and D of the JPA Agreement, and (3) how Exhibits C and D are updated annually:

"Total Annual Energy" means the sum of all Parties' Annual Energy Use. The initial values for Annual Energy Use will be designated in **Exhibit C** and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year. These adjustments shall be approved by the Board. The combined voting share of all Directors representing a Party shall be based upon the annual electricity usage within the Party's jurisdiction. If a Party has two Directors, then the voting shares allocated to that Party shall be equally divided between its two Directors.

The initial voting shares will be set forth in **Exhibit D**. Exhibit D shall be revised no less than annually by March 1 as necessary to account for changes in the Parties' Annual Energy Use and at such other times as necessary to account for changes in the number of Parties. Exhibit D and adjustments shall be approved by the Board.

Notwithstanding the formula for Voting Shares set forth above, for the purposes of the Voting Shares Vote, no one Party to this Agreement shall have a Director (or Directors, as the case may be) with a Voting Share that

exceeds 49%, regardless of the Party's actual annual electricity usage. If a Party would have a voting share that exceeds 49%, the excess above 49% shall be distributed among the other Parties in accordance with their relative annual electricity usage, as shown in Exhibit D.

## **ANALYSIS AND DISCUSSION**

Attachment A provides updates to both Exhibit C and D, per requirements described in the JPA Agreement shown above. This dataset is being updated and presented to the Board now instead of by March 1st as articulated in the JPA due to delays in receiving it from SDG&E. If Exhibit C and D are approved by the Board, these will replace the exhibits currently in the JPA Agreement. The annual energy use is based on currently available data and will be updated annually to include updated data available. A simple majority vote of the Board of Directors is required to update Exhibits C and D.

## **COMMITTEE REVIEW**

N/A

## **FISCAL IMPACT**

N/A

## **ATTACHMENTS**

Attachment A: Update to Exhibit C (Annual Energy Use by Jurisdiction) and Exhibit D (Voting Shares of SDCP Members) of the SDCP Joint Powers Agreement

# ITEM 12

# ATTACHMENT A

### Exhibit C: Annual Energy Use by Jurisdiction

Approved December 12, 2024

<b>Jurisdiction</b>	<b>Annual Energy Use (MWh)</b>
San Diego (City)	5,655,490
San Diego County	1,580,767
Chula Vista	640,570
Encinitas	194,777
La Mesa	195,833
National City	180,570
Imperial Beach	64,610
<b>Total</b>	<b>8,512,617</b>

Data sources: Updated data for all Members is from 2023 historical interval data obtained from SDG&E.

## Exhibit D: Voting Shares

Approved December 12, 2024

<b>Party</b>	<b>Share (MWh)</b>	<b>Share Weight</b>	<b>Allocation of City of San Diego Share above 49%</b>	<b>Calculated Voting Share (City of SD capped at 49%)</b>
San Diego (City)	5,655,490	66.44%		<b>49.00%</b>
San Diego County	1,580,767	18.57%	9.65%	<b>28.22%</b>
Chula Vista	640,570	7.52%	3.91%	<b>11.43%</b>
Encinitas	194,777	2.29%	1.19%	<b>3.48%</b>
La Mesa	195,833	2.30%	1.20%	<b>3.50%</b>
National City	180,570	2.12%	1.10%	<b>3.22%</b>
Imperial Beach	64,610	0.76%	0.39%	<b>1.15%</b>
<b>Total</b>	<b>8,512,617</b>	<b>100.0%</b>	<b>17.44%</b>	<b>100.00%</b>

Data sources: Updated data for all Members is from 2023 historical interval data obtained from SDG&E.

## **SAN DIEGO COMMUNITY POWER**

### **Staff Report – Item 13**

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To: San Diego Community Power Board of Directors

From: Ryan Hanke, Data Analytics Manager  
Lucas Utouh, Senior Director Data Analytics and Customer Operations

Via: Karin Burns, Chief Executive Officer

Subject: Approve a contract for Enterprise Data Platform (EDP) development and deployment with Harman Connected Services, Inc for a not-to-exceed amount of \$850,000 over twelve months.

Date: December 12, 2024

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### **RECOMMENDATIONS**

Approve a contract for Enterprise Data Platform (EDP) development and deployment with Harman Connected Services, Inc for a not-to-exceed amount of \$850,000 over twelve months.

### **BACKGROUND**

As San Diego Community Power (SDCP) continues to grow its footprint of clean energy operations, services and products offerings for its customers, it is important that it has adequate technology, tools and processes that empower SDCP staff and operations. The SDCP Data Analytics and IT team continues to work on the technology roadmap and right-sourcing and is building core competencies and strategic technology capabilities to support SDCP staff and its projected growth. The Data Analytics team expects to closely work with this vendor to develop and deploy Community Power's Enterprise Data Platform to streamline and secure our data infrastructure in the cloud that will provide a single source of truth for all our reporting and advanced analytics' needs allowing us to gain enhanced and considerable efficiencies.

Through a competitive bidding process, SDCP has enlisted Harman Connected Services, Inc to build an enterprise data platform by end of year 2025.

## **ANALYSIS AND DISCUSSION**

On September 25, 2024, SDCP issued a Request for Proposals (RFP) for an Enterprise Data Platform. Proposers were able to submit their proposals for cloud-based data platform solutions to meet the needs of Community Power.

The proposers were requested to showcase their competencies, strengths and successes to demonstrate their capabilities as articulated in the scope of work. SDCP staff evaluated and scored each proposal, and several proposals scored very highly. The top scoring proposers were given an interview. Each proposer was given a dedicated time to present their capabilities, introduce their teams and opportunities to ask questions from SDCP staff.

Following the interviews, Harman Connected Services, Inc was identified as the proposer able to bring the greatest value to SDCP. Harman Connected Services, Inc demonstrated strong expertise, capabilities, and experience to adequately meet Community Power's needs.

## **COMMITTEE REVIEW**

N/A

## **FISCAL IMPACT**

SDCP estimates no more than \$850,000 in expenditures according to the proposed budget and scope over the initial contract term. This is a fixed cost contract. The proposed costs for this expenditure are included in the approved FY 2024-25 operating budget that was reviewed and approved by the Board on June 27, 2024.

## **ATTACHMENTS**

Attachment A: Draft Agreement for Enterprise Data Platform (EDP) development and deployment with Harman Connected Services, Inc.



# ITEM 13

# ATTACHMENT A

## **SAN DIEGO COMMUNITY POWER** **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“**Agreement**”) is made and entered into this 12 day of December 2024, by and between SAN DIEGO COMMUNITY POWER, a California joint powers agency (“**SDCP**”) and HARMAN CONNECTED SERVICES, INC., a Delaware Corporation (“**Consultant**”). SDCP and Consultant are sometimes individually referred to as “**Party**” and collectively as **Parties**.”

### **RECITALS**

A. Consultant desires to perform and assume responsibility for the provision of certain professional services required by SDCP on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing technology solution services, is licensed in the State of California, and is familiar with the plans of SDCP.

B. SDCP desires to engage Consultant to render such professional services for the (“**Project**”) as set forth in this Agreement.

### **AGREEMENT**

#### **1. Scope of Services and Term.**

1.1 General Scope of Project. Consultant promises and agrees to furnish to SDCP all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project. The Project is more particularly described in **Exhibit A**, attached hereto, and which is stated in the proposal to SDCP. The Project shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations.

1.2 Term. The term of this Agreement shall be from December 12, 2024, to December 31, 2025 (“**Term**”), unless earlier terminated as provided herein. Consultant shall complete the Project within the term of this Agreement and shall meet any other established schedules and deadlines.

#### **2. Responsibilities of Consultant.**

2.1 Control and Payment of Subordinates; Independent Contractor. The Project shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Project subject to the requirements of this Agreement. SDCP retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Project under this Agreement on behalf of Consultant shall also not be employees of SDCP and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Project under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel,

including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

2.2 Schedule of Project. Consultant shall perform the Project expeditiously, within the term of this Agreement, and in accordance with the Schedule of Project set forth in **Exhibit B** attached hereto. Consultant represents that it has the professional and technical personnel required to perform the Project in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, SDCP shall respond to Consultant's submittals in a timely manner. Upon request of SDCP, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Project.

2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of SDCP.

2.4 Substitution of Key Personnel. Consultant has represented to SDCP that certain key personnel will perform and coordinate the Project under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of SDCP. In the event that SDCP and Consultant cannot agree as to the substitution of key personnel, SDCP shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Project in a manner acceptable to SDCP, or who are determined by the SDCP to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of SDCP. The key personnel for performance of this Agreement are as follows:

- a) Manjunatha S - Program Manager
- b) Arunkumar Nagaiyasamy - Data Architect (for Assessment & Analysis Phase)
- c) Debasish Swain – Lead Data Engineer

2.5 SDCP's Representative. SDCP hereby designates its Chief Executive Officer, Karin Burns, or her designee, to act as its representative for the performance of this Agreement ("**SDCP's Representative**"). SDCP's Representative shall have the power to act on behalf of SDCP for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than SDCP's Representative, or designee.

2.6 Consultant's Representative. Consultant hereby designates Gaurav Gupta, or his or her designee, to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Project, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Project under this Agreement.

2.7 Coordination of Project. Consultant agrees to work closely with SDCP staff in the performance of the Project and shall be available to SDCP's staff, consultants and other staff at all reasonable times.

2.8 Standard of Care; Performance of Employees. Consultant shall perform the Project under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Project. Consultant warrants that all employees and sub-contractors shall have sufficient skill and experience to perform the Project assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Project, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from SDCP, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subcontractors who is determined by SDCP to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Project in a manner acceptable to SDCP, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Project or to work on the Project. Other than the representations and warranties expressly set forth in this Agreement, Consultant disclaims all warranties, express or implied, with regard to the performance of Services and Consultant's obligations under this Agreement.

2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Project, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Project. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to SDCP, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold SDCP, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

2.10 Insurance.

2.10.1 Time for Compliance. Consultant shall not commence the Project under this Agreement until it has provided evidence satisfactory to SDCP that it has secured all insurance required under this section, in a form and with insurance companies acceptable to SDCP. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to SDCP that the subcontractor has secured all insurance required under this section.

2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of

coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

2.10.3 Professional Liability. Consultant shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$4,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant technology services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by SDCP to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for: (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Contractual Liability with respect to this Agreement; (6) Broad Form Property Damage; and (7) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give SDCP, its directors, officials, officers, employees, and agents additional insured status.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from SDCP’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) SDCP, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects SDCP, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by SDCP, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers’ Compensation and Employers Liability Coverage.

(i) Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against SDCP, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of SDCP (if agreed to in a written contract or agreement) before SDCP’s own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a “following form” basis with coverage at least as broad as provided on the underlying policy(ies).

(ii) Consultant shall provide SDCP at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to SDCP at least ten (10) days prior to the effective date of cancellation or expiration.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by SDCP, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, SDCP may cancel this Agreement. SDCP may require the Consultant to provide certificates of insurance of all insurance policies in effect for the duration of the Project. In the event of termination of this Agreement, the Consultant shall maintain all required insurance policies in full force and effect for a period of no less than ninety (90) days following the effective date of termination.

(vi) Neither SDCP nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to SDCP, its directors, officials, officers, employees, agents and volunteers.

2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by SDCP. Consultant shall guarantee that, at the option of SDCP, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SDCP, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to SDCP.

2.10.8 Verification of Coverage. Consultant shall furnish SDCP with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to SDCP. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by SDCP before work commences. SDCP reserves

the right to require complete, certified copies of all required insurance policies, at any time.

2.10.9 Subcontractor Insurance Requirements. Consultant shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to SDCP that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name SDCP as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, SDCP may approve different scopes or minimum limits of insurance for particular subcontractors.

2.10.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Project, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3. **Fees and Payments.**

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for the Project rendered under this Agreement at the rates set forth in **Exhibit C**, attached hereto. The total fixed compensation shall not exceed **EIGHT HUNDRED AND FIFTY THOUSAND (850,000)** dollars. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall invoice SDCP as and when the milestones are completed as agreed in Exhibit C. Consultant shall submit to SDCP a monthly itemized statement which indicates work completed and hours of Project work rendered by Consultant. The statement shall describe the amount of Project work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. SDCP shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by SDCP.

3.4 Extra Work. At any time during the term of this Agreement, SDCP may request that Consultant perform Extra Work. As used herein, “**Extra Work**” means any work which is determined by SDCP to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from SDCP’s Representative.



4. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of SDCP during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. Any such inspection shall be conducted during normal business hours with prior advance notice of at least two (2) business days and shall not unreasonably interfere with Consultant's business.

5. **General Provisions.**

5.1 Termination of Agreement.

5.1.1 Grounds for Termination. SDCP may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been performed up to the termination date, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, SDCP may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of the Project under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, SDCP may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:** Harman Connected Services, Inc.  
445 Indio Way, Sunnyvale, California 94085  
**Gaurav Gupta**

**SDCP:** San Diego Community Power  
Attn: Data Analytics Manager  
815 E Street, Suite 12716  
San Diego, CA 92112

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 5.3 Ownership of Materials and Confidentiality.

5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for SDCP to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“**Documents & Data**”). Consultant shall require all subcontractors to agree in writing that SDCP is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by SDCP. SDCP shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at SDCP’s sole risk.

5.3.2 Intellectual Property. In addition, SDCP shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“**Intellectual Property**”) prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

SDCP shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by SDCP, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of SDCP.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of SDCP.

Notwithstanding anything to the contrary in this Agreement, all materials, documents and other Intellectual Property rights which were developed or prepared by the Consultant prior to the execution of this Agreement, and which are not the copyright of any other party or publicly available and any other computer applications (the “Pre-existing IP”), shall continue to be the

property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

SDCP further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Pre-existing IP otherwise owned by Consultant which is embedded in the deliverables or work created under this Agreement. The license granted herein is limited to the scope of the Project and operation of the deliverables provided by Consultant to SDCP under this Agreement.

5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of SDCP, be used by Consultant for any purposes other than the performance of the Project. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Project or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use SDCP's name or insignia, photographs of the Project, or any publicity pertaining to the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SDCP. The restrictions in this Section 5.3.3 shall not apply to any information that is required to be disclosed by law or legal processes, provided, however, that Consultant provides SDCP with prompt written notice of any such required disclosure and cooperates with SDCP, upon SDCP's reasonable request and at SDCP's cost, to contest or limit the scope of any such required disclosure. Disclosure under this Sub-section will be restricted to the minimal disclosure required by law.

5.3.4 Infringement Indemnification. Consultant shall defend, indemnify and hold SDCP, its directors, officials, officers employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any third-party claim alleging that the Documents & Data, including any method, process, product, or concept specified or depicted infringes any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity.

5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

#### 5.6 Indemnification.

5.6.1 To the fullest extent permitted by law, Consultant shall defend, indemnify

and hold the SDCP, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands and causes of action from third parties, and any resulting costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid third-party suits, actions or other legal proceedings of every kind that may be brought or instituted against SDCP, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against SDCP or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse SDCP and its directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the SDCP, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.

5.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code § 2782.8), then, and only to the extent required by Civil Code § 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to third-party claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.7 LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES, OR RESOURCES BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF BUSINESS, REVENUE OR OTHER LOSS ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY. IN NO EVENT SHALL EITHER PARTY'S CUMULATIVE LIABILITY HEREUNDER (OTHER THAN FOR CLAIMS FOR PAYMENT OF FEES DUE) EXCEED THE AMOUNT PAID OR PAYABLE BY SDCP TO THE CONSULTANT FOR WORK PERFORMED UNDER THE APPLICABLE STATEMENT OF WORK.

5.8 Force Majeure: Except for required payments, neither party shall be liable for failure to perform or for delay in performing its obligations to the extent and as long as such failure or delay is due to natural disasters, acts of war, acts of terror, pandemics or any other causes reasonably beyond the control of such party (each a "Force Majeure Event"). Any party desiring to invoke the protection of this Section shall promptly notify the other party of the Force Majeure

Event and the extent to which the affected party will be unable to perform its obligations hereunder. Such excuse shall continue as long as the Force Majeure Event continues. Upon cessation of such Force Majeure Event, such party shall promptly resume performance hereunder. Each party shall give the other party prompt written notice when it is again fully able to perform such obligations. If, as a result of a Force Majeure Event, a party is unable to fully perform its obligations hereunder for any consecutive period of thirty (30) business days, the other party shall have the right to terminate this Agreement in its entirety, upon providing written notice to the non-performing party, such termination to be effective no earlier than thirty (30) business days from the date of delivery of such notice.

5.9 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

5.10 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Diego County.

5.11 Time of Essence. Time is of the essence for each and every provision of this Agreement.

5.12 SDCP's Right to Employ Other Consultants. SDGP reserves right to employ other consultants in connection with this Project.

5.13 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

5.14 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of SDGP. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

5.15 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to SDGP include its elected officials, officers, and employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

5.16 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

5.17 Waiver. No waiver of any default shall constitute a waiver of any other default or

breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.18 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

5.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5.20 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, SDCP shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of SDCP, during the term of his or her service with SDCP, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.21 Equal Opportunity Employment and Subcontracting. Consultant represents that it is an equal opportunity employer and it shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of applicants, employees, subcontractors, vendors, or suppliers. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Further, Consultant shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

5.22 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation, or to undertake self- insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Project.

5.23 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

5.24 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

5.25 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of SDCP. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in

this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE TO**

**SAN DIEGO COMMUNITY POWER  
PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties have made and executed this Agreement as of the date first written above.

**SAN DIEGO COMMUNITY POWER**

**HARMAN CONNECTED SERVICES,  
INC.**

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

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

Name: Karing Burns

Name: Vikas

Title: Chief Executive Officer

Gupta \_\_\_\_\_

Title: SVP

&GM \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC, CPMC  
Secretary, Community Power Board of  
Directors

APPROVED AS TO FORM:

\_\_\_\_\_  
Veera Tyagi  
Community Power General Counsel



## **EXHIBIT A**

### **SCOPE OF SERVICES**

Consultant has identified a list of twelve (12) Primary Use Cases. The primary use cases are translated into a scope of work described below. Additionally, three (3) secondary use cases are also considered as part of this scope of work.

#### **Primary Use Cases in Scope:**

1. Centralized Customer Account Database with History
  - Single source of truth for customer account attribute data across IOU system, CRM systems, and other systems.
  - Ability to track and identify customer account numbers across multiple instances, duplicates, and data sources.
  - Historic date spans for customer attributes, to see what attributes were present on any given day. Historic detail across multiple instances.
  - Multiple granularity or hierarchy levels (service point, billing account number, combination of service point and billing account number, customer number, other account numbers).
2. Centralized Customer Usage Database
  - Single location for all customer usage data, across various sources. Include both interval meter data (15 minute or hourly), and scalar data from unmetered accounts.
  - Identifier of best-available data source, based on billing quality for each data source.
3. Centralized Customer Billing Database
  - Single location for all invoices, payments, and customer account balance data
4. 360 Customer View – Centralized view of all customer data across data sources.
5. KPI Tracking – Reports and Dashboards (up to daily), with ability to drill down by customer attributes. Some examples are:
  - Number of accounts, participation rate, enrollment options, service option choices.
  - Invoiced revenue and usage volumes by billing cycle and by flow month,
  - payment volumes, account outstanding balances by aging bucket, accounts in collections etc.
  - Hourly usage volumes by day and customer class.
  - Participation in programs.
6. Data Clustering/Grouping/Profiling
  - Customer Usage Profiles – Group customers based on their usage habits (hourly load shape, high/avg/low usage totals, peak usage totals), and Customer Account attributes (customer class, rate schedule, climate zone, territory, electric vehicle ownership status, net energy metering status, voltage etc.).
  - Customer Payment Profiles – Group customers based on their payment history,

payment type, customer class, rate schedule, climate zone, territory and outstanding balances.

7. Data Monitoring

- Customer account discrepancies – Flag accounts that do not match expected values, according to business logic.
- Data Source Cross-Validation- Monitor usage and revenue volumes across data sources, to flag discrepancies.

8. Outlier Detection - Flag customers outside historical norms, including usage, invoiced amounts, payments, balances.

9. Forecasting - Project monthly levels of accounts, participation, opt stats, revenue and usage.

10. Weather-Normalization – See what customer-level and aggregate usage would look like under a normal weather day.

11. Weather Scenarios - Be able to see what customer-level and aggregate usage would look like under different weather scenarios.

12. Standardized Mailing Address – Standardize mailing addresses to validate before sending customer notification communications via regular mail.

**Secondary Use Cases in Scope:**

Following 3 secondary use cases are also considered as part of Scope:

1. Short Term Load Forecasting – Create day-ahead and week-ahead hourly load forecast for SD Community Power’s aggregate load. Ability to forecast subsets, including customer class or rate schedule.

2. Long Term Load Forecasting – Create long term forecast of SD Community Power load.

3. Long Term Revenue Forecasting - Create long term forecast of SD Community Power revenues, with parameters for price levels, weather scenarios, down to customer class and rate schedule.

Consultant will perform the Technology Services tasks in accordance with the terms and conditions of the Agreement as described below:

**1. Administration**

- a. Provide a robust project implementation roadmap for EDP
- b. Provide monthly progress reports
- c. Provide monthly budget reports
- d. Provide price estimates for operating EDP, including all licenses, tools, cloud storage and resource costs.
- e. Gather and document requirements through collaboration with SD Community Power team
- f. Provide testing plan for user acceptance
- g. Provide training materials and meetings for developers and end users
- h. Train SD Community Power staff on administration, operation, maintenance, and security protocols
- i. Provide tracking log of all bugs and enhancements
- j. Provide thorough documentation of entire platform
- k. Align with SD Community Power’s agile cadence and follow two-week sprint schedule
- l. Schedule any necessary regular meetings during SD Community Power’s business

hours between 9am and 5pm Pacific Time, Monday through Friday

m. Report and resolve all major bugs and issues before completion of the project

## **2. Platform Development and Deployment**

- a. Architect end-to-end cloud-based solution
- b. Configure end-to-end cloud environment, including cloud storage, resources, and tools
- c. Set up billing alerts to monitor cloud operational costs
- d. Follow best practices for version control, documentation, security, change management
- e. Develop security and user access framework for protecting, managing, and monitoring data
- f. Classify data by sensitivity and limit access based on classification
- g. Develop data cleaning and validation procedures
- h. Build ETL/pipelines
- i. Ingest existing data into platform
- j. Refresh source data into platform according to requested frequency
- k. Develop sandbox or test environment for analytics
- l. Integrate with data analysis or visualization tools such as PowerBI, Tableau, and Looker to allow SD Community Power users to create their own visualizations and reports
- m. Enable self-service reporting and customization of reports and dashboards
- n. As-needed support for the proposed solution

## **3. Analytics and Report Development**

- a. SD Community Power expects the Selected Contractor to develop customizable analytics, reports, and dashboards for Primary Use Cases.
- b. Train SD Community Power staff on customization or analytics, reports and dashboards

## **4. Analytics and Report Enablement**

- a. SD Community Power will work with the selected contractor to develop relevant Secondary Use Cases
- b. Work with SD Community Power to suggest additional or external data sources to complete Secondary Use Cases

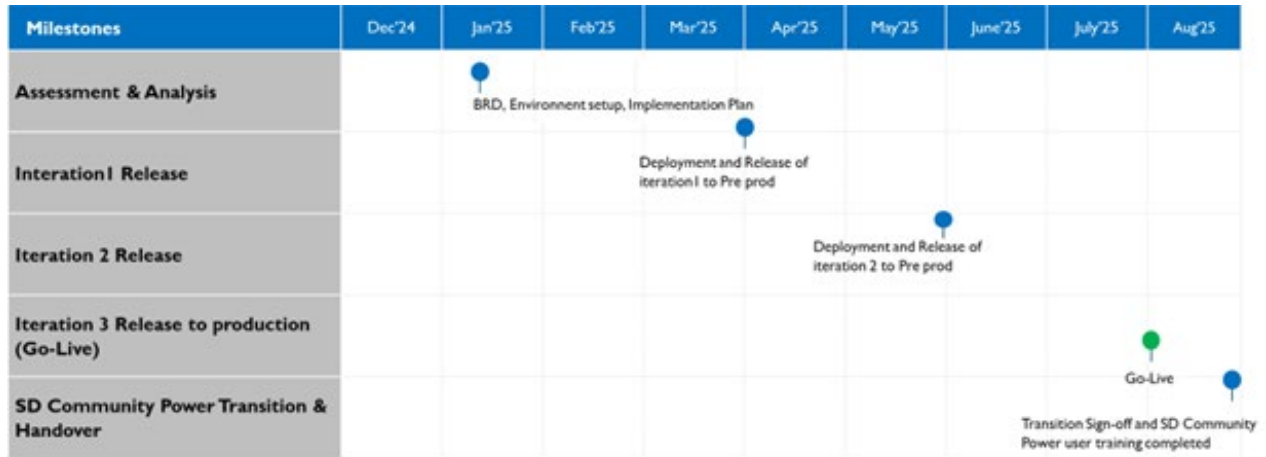
## **5. Support**

- a. Manage user roles and access permissions
- b. Troubleshoot issues from SD Community Power developers and end users
- c. Manage integration of tools

## EXHIBIT B

### SCHEDULE OF PROJECT

#### Schedule of Project – Proposed Project Plan



The following chart identifies project milestones and deliverables:

Milestones	Timelines	Deliverable
Assessment & Analysis	End of week 4	BRD, Environment setup, Implementation Plan
Iteration1 Release	End of month 3.5	Deployment and Release of iteration1 to Pre prod
Iteration 2 Release	End of month 5.5	Deployment & Release of Iteration2 to Pre-Prod
Iteration 3 Release to production (Go-Live)	End of month 7.5	Completion of Cybersecurity & penetration testing and Go-Live
SD Community Power Transition & Handover	End of month 8.5	Transition Sign-off and SD Community Power user training completed

## **EXHIBIT C**

### **COMPENSATION BILLING RATES**

Fees and Payments for the consulting services will be as below:

**Total Fees: \$527,312.00**

The invoices will be raised in 4 milestones:

- Milestone 1 – Kick off and Discovery completion	<b>\$100,000.00</b>
- Milestone 2 – Deployment and Release of Iteration 1 to Pre-Prod	<b>\$175,770.00</b>
- Milestone 3 – Deployment and Release of Iteration 2 to Pre-Prod	<b>\$175,770.00</b>
- Milestone 4 – Go-Live	<b>\$50,000.00</b>
- Milestone 5 – Documentation and User training completion	<b>\$25,772.00</b>

Reimbursement of expenses for the Consulting Services:

- Consultant to invoice SD Community Power for pre-approved Airfare and other charges according to Harman Travel policy. Invoices is to be supported by documentation evidencing such costs and expenses.
- Budget for the T&L expenses is \$40,000.00

Licenses:

- All licenses cost pre-approved by SD Community Power necessary during the project duration will be invoiced to SD Community Power.

## **SAN DIEGO COMMUNITY POWER**

### **Staff Report – Item 14**

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To: San Diego Community Power Board of Directors

From: Lee Friedman, Sr. Manager Strategic Partnerships

Via: Karin Burns, Chief Executive Officer

Subject: Approve a Contract with the San Diego Padres for Sponsorship-Related Activities in an Amount Not-to-Exceed \$882,700 from January 1, 2025 through October 31, 2027 and Authorize the Chief Executive Officer to Execute the Contract

Date: December 12, 2024

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### **RECOMMENDATION**

Approve a contract with the San Diego Padres for marketing, promotional, outreach, educational and other sponsorship-related activities in an amount not to exceed \$882,700 from January 1, 2025, through October 31, 2027, and authorize the Chief Executive Officer to execute the contract.

### **BACKGROUND**

In August 2021, San Diego Community Power (Community Power) entered into a sponsorship agreement with the San Diego Padres (Padres) after several months of negotiation for a half-season sponsorship package. The sponsorship was part of Community Power's larger marketing strategy to improve name recognition, partner with trusted institutions, and increase impressions prior to the Phase 3 Residential Enrollment. In February 2022, based on the positive performance of the 2021 season, San Diego Community Power's Board of Directors approved a full season sponsorship through the 2022 season. During the 2022 season, the Padres announced their commitment to 100% renewable power, opting up Petco Park to Power100 as Power100 Champions, becoming the first National League ballpark powered by 100% renewable energy.

In February 2023, Community Power and the Padres entered into a multi-year sponsorship agreement for the 2023 and 2024 seasons. Building on the previous success of prior seasons, Community Power secured two new assets:

- In-ballpark branding of select escalators promoting Petco Park as being powered by San Diego Community Power.

- A custom branded LED board San Diego Community Power Energy Meter “ballpark takeover” feature that will “measure” the loudness of the crowd.

Community Power re-entered into negotiation with the Padres for the 2025 through 2027 seasons in Fall 2024 and is recommending the Board approve the proposed multi-year sponsorship agreement.

## ANALYSIS AND DISCUSSION

Community Power, as part of its broader strategy to build trust, name recognition, and drive engagement, is proposing to enter into a full season sponsorship with the San Diego Padres for the 2025, 2026 and 2027 seasons. With the departure of the San Diego Chargers in 2017, the Padres are the regions sole major market professional sports team. Since 2019 – after the significant signings of Manny Machado, Fernando Tatis Jr., Juan Soto and Xavier Bogaerts, the Padres have re-energized and re-activated their fan base. And with a deep run into the postseason in 2024, Petco Park broke every previously held attendance record. Since 2022, average attendance at Petco Park is up from 36,879 per game to 41,118 per game and in 2024 the Padres set a franchise record for single-game attendance at 47,559 fans as well as the all-time franchise attendance record with 3,314,593 fans attending during the 2024 season.

In 2024, the Padres were 4<sup>th</sup> in overall attendance and ranked first as percent of ballpark capacity amongst all MLB teams, and Petco Park was voted as America’s No. 1 ballpark in a USA Today poll. Additionally, the Padres are ranked first in the MLB in follower engagement with team-issued social media content in Facebook, Twitter, and Instagram, as well as ranked first in growth of followers for the same social media platforms.

Community Power began its partnership with the Padres in 2021, with its most notable in-game asset being the “Tonight’s Lights” feature. This unique asset was developed specifically for SDCP as a part of the 2021 sponsorship agreement and proposed to continue through the 2022 season. At all home night games, SDCP is announced in the stadium during the pre-game show as a “proud power provider” for the Padres’ lights, followed by a full video board and LED takeover. Community Power will bring back several successful elements from the 2022 through 2024 sponsorship packages, including the Gameday Giveaway, the ability to host an onsite press conference, and activation kiosks for onsite booting. For the 2025, 2026 and 2027 seasons, SDCP and Padres have negotiated the following terms:

1. **San Diego Section.** Sponsor shall be the presenting sponsor of the “San Diego Section” high school baseball and softball display at Petco Park during each year of the term. Sponsor shall receive branding on the permanent display with Sponsor logo inclusion as presenting partner, inclusion on the kiosks/computer screens, on the banners & on the website at Padres.com. As part of the presenting partnership of the San Diego Section, Sponsor shall be presenting partner of the

Padres High School All-Star Game & Home Run Derby played at Petco Park, presenting partner of the “Padres High School Coach of the Year” & co-presenting sponsor of the high school “Coach of the Week” during each year of the term.

2. **Tonight’s Lights.** Sponsor shall be included in pre-game messaging on the A-Z Guide and PA announcement at the start of the pre-game show, with LED support highlighting Sponsors as a Proud Power Provider during all evening Padres Games during the Term. Parties will mutually agree on announcement copy.
3. **L-Bar Branding.** Sponsor shall receive nonexclusive L-Bar branding on all televisions, which shall rotate from approximately the time the gates open to the last pitch, in the Ballpark for a half season of Padres Games during the Term. Sponsor shall pay all costs associated with branding. All branding must be mutually agreed upon.
4. **Fixed Home Plate Padding.** Sponsor shall receive a fixed sign on padding to the left of the rotational signage behind home plate during one (1) mutually agreed upon Padres Game during each year of the Term.
5. **Custom Feature.** Sponsor to be the presenting partner of Energy Meter/Pump Up crowd feature and shall receive logo inclusion on “ballpark takeover” LED boards for approximately five (5) seconds.
6. **Giveaway Item.** Sponsor shall be the presenting sponsor of a giveaway item (“Giveaway Item”) during each year of the Term. Sponsor shall receive name and/or logo placement on the Giveaway Item and all materials promoting the Giveaway Item. Sponsor may include, pending Padres approval, marketing materials specific to the Giveaway Item in Sponsor’s marketing and promotional activities.
7. **Activation Kiosk.** Sponsor shall have the opportunity for an on-site activation (approximately 10’ x 10’ in size) in Gallagher Square during the Padres Game at which the Giveaway Item is distributed. Sponsor shall have the right to produce and distribute brochures and collateral material to fans that visit the activation kiosk



at its sole cost and expense. All brochures or other collateral materials disseminated must be approved in advance by the Padres, in its sole and absolute discretion. Sponsor shall be responsible for all staffing of the Activation Kiosk, with staff subject to the Padres approval as well as the rules and regulations for the Padres game day employees. Up to four (4) staff members will be allowed to enter the event, without a ticket, to work at the Activation Kiosk.

8. **Activation Kiosk.** Sponsor shall have the opportunity for an on-site activation (approximately 10' x 10' in size) at the San Diego Section during four (4) Padres games. Sponsor shall have the right to produce and distribute brochures and collateral material to fans that visit the activation kiosk at its sole cost and expense. All brochures or other collateral materials disseminated must be approved in advance by the Padres, in its sole and absolute discretion. Sponsor shall be responsible for all staffing of the Activation Kiosk, with staff subject to the Padres approval as well as the rules and regulations for the Padres game day employees. Up to four (4) staff members will be allowed to enter the event, without a ticket, to work at the Activation Kiosk.
9. **Padres Email.** Sponsor shall have the opportunity to include promotional material in one (1) dedicated email blast during each year of the Term. Sponsor shall pay all production costs associated with the promotional piece. All promotional material must be approved in advance by Padres in its sole and absolute discretion.
10. **Social Media Posts.** Sponsor shall be entitled to one (1) mutually agreed upon post on Padres - controlled Instagram, Facebook or Twitter accounts each year during the Term around Earth Day.
11. **Ticket Bank.** Padres shall provide Sponsor with a five thousand dollar (\$5,000) ticket bank to be used for mutually agreed upon single game tickets or suite tickets during each regular season of the Term. The ticket bank must be used in its entirety during each regular season of the Term. Any unused funds remaining in the ticket bank at the end of the regular season will be forfeited.
12. **First Pitch.** Sponsor shall be entitled to have one (1) representative throw out the honorary first pitch at one (1) mutually agreed upon Padres Game during each year of the Term.

## **COMMITTEE REVIEW**

N/A

## **FISCAL IMPACT**

2025 \$280,000 paid to Padres due on or before April 1, 2025

2026 \$294,000 paid to Padres due on or before April 1, 2026

2027 \$308,700 paid to Padres due on or before April 1, 2027

## **ATTACHMENTS**

Attachment A: Sponsorship Agreement

Attachment B: Sponsorship Agreement General Provisions

Attachment C: 2023 & 2024 Padres Season Recaps

# ITEM 14

# ATTACHMENT A

## SPONSORSHIP AGREEMENT

### I. SPONSOR:

Name	San Diego Community Power
Address	PO Box 12716, San Diego, CA 92112
Phone	619.550.8373
Email	<a href="mailto:kburns@sdcommunitypower.org">kburns@sdcommunitypower.org</a>
Attention	Karin Burns, CEO

### II. SPONSORSHIP BENEFITS:

In consideration of the timely payment of the fees set forth below, and subject to the terms and conditions of the Agreement, Padres, L.P. (the “Padres”) shall provide Sponsor with the following benefits:

Signage Benefits	<p><b>San Diego Section.</b> Sponsor shall be the presenting sponsor of the “San Diego Section” high school baseball and softball display at Petco Park during each year of the term. Sponsor shall receive branding on the permanent display with Sponsor logo inclusion as presenting partner, inclusion on the kiosks/computer screens, on the banners &amp; on the website at Padres.com. As part of the presenting partnership of the San Diego Section, Sponsor shall be presenting partner of the Padres High School All-Star Game &amp; Home Run Derby played at Petco Par, presenting partner of the “Padres High School Coach of the Year” &amp; co-presenting sponsor of the high school “Coach of the Week” during each year of the term.</p> <p><b>Tonight’s Lights.</b> Sponsor shall be included in pre-game messaging on the A-Z Guide and PA announcement at the start of the pre-game show, with LED support highlighting Sponsors as a Proud Power Provider during all evening Padres Games during the Term. Parties will mutually agree on announcement copy.</p> <p><b>L-Bar Branding.</b> Sponsor shall receive nonexclusive L-Bar branding on all televisions, which shall rotate from approximately the time the gates open to the last pitch, in the Ballpark for a half season of Padres Games during the Term. Sponsor shall pay all costs associated with branding. All branding must be mutually agreed upon.</p> <p><b>Fixed Home Plate Padding.</b> Sponsor shall receive a fixed sign on padding to the left of the rotational signage behind home plate during one (1) mutually agreed upon Padres Game during each year of the Term.</p> <p><b>Custom Feature.</b> Sponsor to be the presenting partner of Energy Meter/Pump Up crowd feature and shall receive logo inclusion on “ballpark takeover” LED boards for approximately five (5) seconds.</p>
Promotional Benefits	<p><b>Giveaway Item.</b> Sponsor shall be the presenting sponsor of a giveaway item (“Giveaway Item”) during each year of the Term. Sponsor shall receive name and/or logo placement on the Giveaway Item and all materials promoting the Giveaway Item. Sponsor may include, pending Padres approval, marketing materials specific to the Giveaway Item in Sponsor’s marketing and promotional activities.</p> <p><b>Activation Kiosk.</b> Sponsor shall have the opportunity for an on-site activation (approximately 10’ x 10’ in size) in Gallagher Square during the Padres Game at which the Giveaway Item is distributed. Sponsor shall have the right to produce and distribute brochures and collateral material to fans that visit the activation kiosk at its sole cost and expense. All brochures or other collateral materials disseminated must be approved in advance by the Padres, in its sole and absolute discretion. Sponsor shall be responsible for all staffing of the Activation Kiosk, with staff subject to the Padres approval as well as the rules and regulations for the Padres game day employees. Up to four (4) staff members will be allowed to enter the event, without a ticket, to work at the Activation Kiosk.</p> <p><b>Activation Kiosk.</b> Sponsor shall have the opportunity for an on-site activation (approximately 10’ x 10’ in size) at the San Diego Section during four (4) Padres games. Sponsor shall have the right to produce and distribute brochures and collateral material to fans that visit the activation kiosk at its sole cost and expense. All brochures or other collateral materials disseminated must be approved in advance by the Padres, in its</p>

	<p>sole and absolute discretion. Sponsor shall be responsible for all staffing of the Activation Kiosk, with staff subject to the Padres approval as well as the rules and regulations for the Padres game day employees. Up to four (4) staff members will be allowed to enter the event, without a ticket, to work at the Activation Kiosk.</p> <p><b>Padres Email.</b> Sponsor shall have the opportunity to include promotional material in one (1) dedicated email blast during each year of the Term. Sponsor shall pay all production costs associated with the promotional piece. All promotional material must be approved in advance by Padres in its sole and absolute discretion.</p> <p><b>Social Media Posts.</b> Sponsor shall be entitled to one (1) mutually agreed upon post on Padres - controlled Instagram, Facebook or Twitter accounts each year during the Term around Earth Day.</p>
Hospitality Benefits	<p><b>Ticket Bank.</b> Padres shall provide Sponsor with a five thousand dollar (\$5,000) ticket bank to be used for mutually agreed upon single game tickets or suite tickets during each regular season of the Term. The ticket bank must be used in its entirety during each regular season of the Term. Any unused funds remaining in the ticket bank at the end of the regular season will be forfeited.</p> <p><b>First Pitch.</b> Sponsor shall be entitled to have one (1) representative throw out the honorary first pitch at one (1) mutually agreed upon Padres Game during each year of the Term.</p>

### III. TERM:

The term (the "Term") shall commence on January 1, 2025 and end on October 31, 2027 (unless terminated earlier in accordance with the General Provisions).

### IV. ANNUAL PAYMENT(S):

Sponsor shall pay Padres pursuant to the following schedule:

2025 \$280,000 paid to Padres due on or before April 1, 2025  
2026 \$294,000 paid to Padres due on or before April 1, 2026  
2027 \$308,700 paid to Padres due on or before April 1, 2027

### V. GENERAL:

1. The Effective Date is [\_\_\_\_], 2024.
2. Each of the signatories to this Agreement represent they are duly authorized representatives of their respective party to this Agreement and fully represent and warrant that they have the actual corporate authority to execute this Agreement on behalf of their respective party.
3. The parties consent to the use of an electronic signature for the purposes of signing this Agreement.
4. Except as otherwise provided herein, all amendments to this Agreement shall be in writing and executed by both parties.
5. **This Agreement (the "Agreement") consists of (1) this Sponsorship Agreement and (2) the General Provisions, available at [www.padres.com/sponsorshipagreement](http://www.padres.com/sponsorshipagreement), as may be updated from time to time. Sponsor acknowledges and agrees to be bound by the General Provisions, which are hereby incorporated into this Agreement. In the event of a conflict between the terms of this Sponsorship Agreement and the General Provisions, the terms of the General Provisions shall prevail. Any capitalized term used herein and not otherwise defined herein shall have the meaning set forth in the General Provisions.**

Upon execution by both parties, this Agreement is a binding legal contract.

PADRES, L.P.

SPONSOR

By: \_\_\_\_\_  
Erik Greupner

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

Its: Chief Executive Officer

Its: \_\_\_\_\_

# ITEM 14

## ATTACHMENT B

## **SPONSORSHIP AGREEMENT GENERAL PROVISIONS**

This Agreement (the “Agreement”) consists of (1) the Sponsorship Agreement and (2) these General Provisions. In the event of a conflict between the terms of the Sponsorship Agreement and these General Provisions, the terms of these General Provisions shall prevail.

1. **Sponsorship Benefits.** During the Term, for and in consideration of the Annual Payments, defined below and set forth herein, the Padres, which operates and controls the Major League Baseball (“MLB”) team known as the San Diego Padres (the “Team”), will furnish to the sponsor identified in the Sponsorship Agreement (“Sponsor”) the Sponsorship Benefits set forth in the Sponsorship Agreement (the “Sponsorship Benefits”), subject to any limitations and conditions imposed by the Office of the Commissioner of Baseball generally or with respect to specific events such as nationally-televised games, World Baseball Classic, All-Star Games, playoff games and World Series Games (“MLB Events”). Any Sponsorship Benefits that are unused by Sponsor in the applicable year of the Term shall expire.
2. **Term.** The Term shall commence and end on the dates set forth in the Sponsorship Agreement, unless terminated earlier in accordance with this Agreement; provided, however, that in no event shall the Term extend beyond the term of the Joint Use and Management Agreement by and between the City of San Diego and Padres, L.P. dated as of February 1, 2000.
3. **Payments.**
  - a. In consideration of the Sponsorship Benefits to be furnished by the Padres to Sponsor, Sponsor shall pay to the Padres the annual payments (“Annual Payments”) identified in the Sponsorship Agreement on the dates set forth therein. Sponsor shall not set off against any Annual Payment the amount of any Monetary Obligation (defined below) of the Padres to Sponsor.
  - b. Sponsor is responsible for paying the following items directly and shall not deduct from or offset such items against the Annual Payment: (i) any agency fees or commissions Sponsor incurs in connection with the transactions contemplated by this Agreement; or (ii) any tax, fee or levy that any federal, state or local government agency imposes on the transactions contemplated by this Agreement. Sponsor’s obligation in the previous clause excludes income taxes payable by the Padres. Sponsor shall immediately reimburse the Padres for any amount described in the first sentence of this paragraph that the Padres becomes obligated to pay.
  - c. Forms of payment accepted are corporate check, cashier’s check and wire transfer only.
4. **Responsibility for Materials; Advertising Copy.**
  - a. The Padres shall be responsible, at its sole cost and expense, for maintaining the fixed panel structures and (if applicable) the lighting system for the advertising copy in or on any signage to be furnished hereunder (the “Signage”).
  - b. Sponsor shall be responsible, at its sole cost and expense, for: (i) the designing, producing and preparing of all advertising copy and commercial messages to be displayed, published, broadcast, telecast or distributed pursuant to this Agreement in accordance with the deadlines established by the Padres; (ii) furnishing to the Padres the name, brand names, trademarks, service marks, logos or other identification (the “Mark(s)”) of Sponsor, for use in any advertisements or commercial messages to be furnished hereunder including all the necessary licenses and clearances for Padres to use the advertising copy, commercial messages and Marks on all MLB Media worldwide without restriction; and (iii) maintaining the advertising copy displayed in or on the Signage in good and attractive order, repair and condition throughout the Term, including the cost of painting or repainting the advertising copy displayed on the Signage to the extent necessary in the reasonable judgment of the Padres.
  - c. All advertising copy and commercial messages displayed, published, broadcast, telecast or distributed pursuant to this Agreement, and all characteristics thereof (including without limitation design, layout, elevation, configuration, content, size and color), must be approved in advance by the Padres and, if applicable, MLB. Sponsor acknowledges that the maintenance of the Padres’ reputation and image is paramount. Sponsor agrees that the Padres may withdraw approval granted pursuant to this Section 4(c) if any previously approved advertising copy or commercial messages may bring Sponsor, the Padres or its or

their services into public disrepute, contempt, scandal or ridicule, or which provokes, shocks, insults or offends the community, or which injures, or may injure, the success of the Padres.

- d. Sponsor shall have the right to change or modify any advertising copy displayed pursuant to this Agreement, subject to the Padres' right of approval of all proposed changes or modifications (and the timing thereof). Any changes or modifications of advertising copy shall be designed, produced and prepared and, if applicable, erected and installed, at Sponsor's sole cost and expense. Sponsor agrees to provide the Padres with all proposed changes or modifications of advertising copy at least 30 days prior to the proposed date of display thereof.
  - e. The Padres shall have the right to change or modify any Signage in the event it is displayed in an area that is being upgraded or retrofitted. In the event that such an upgrade affects the Signage, the Padres shall be responsible for all costs related to the design, production and preparation of the replacement Signage, subject to Sponsor's approval, which shall not be unreasonably withheld.
  - f. It is the Sponsor's obligation to submit content, artwork, copy, or active URLs ("Ad Materials") in accordance with Padres' then existing television broadcast advertising criteria, specifications and policies (as may be updated by MLB or Padres from time to time). If Ad Materials are late, Sponsor is still responsible for the relevant Sponsorship Benefit; provided, however, Padres cannot guarantee the Ad Materials placement or number of impressions. Sponsor: (i) will be responsible for: (1) compliance with applicable laws, MLB policies and industry self-regulatory guidelines; and (2) any Consumer Promotions, defined below (including administration, bonding, insurance and prize fulfillment); (ii) will not use any MLB or Padres' mark, trademark, copyright, content or other right, however denominated ("MLB Property Right"), in any way nor that: (1) states or implies endorsement by any MLB or Padres (or their respective general or limited partners, members, shareholders, directors, officers, employees or representatives) ("Related Entities") of Sponsor's or any third party's product, service, cause or belief; or (2) reflects adversely on the reputation of MLB or Padres or its Related Parties; (iii) will not make any unauthorized use of any MLB Property Right or engage in any unauthorized contest, sweepstakes or consumer promotion involving MLB related games or events (including through the use of tickets as prizes) ("Consumer Promotion"), with or without the use of any MLB Property Right. Nothing under this Agreement grants Sponsor any rights, licenses or uses whatsoever of any MLB Property Right. Sponsors represents and warrants that: (i) Sponsor has all necessary licenses and clearances for Padres to use the content contained in their Ad Materials on all MLB Media worldwide without restriction, and all Ad Materials do not violate any federal or state law, statute or regulation; and (ii) all Ad Materials are free of viruses, bombs, bots and/or other computer programming routines that may damage or expropriate any Padres data.
5. Display of Signage. All advertising copy to be displayed on Signage shall be displayed on such Signage (and with respect to Signage designed to be illuminated, illuminated during night games) during all regular-season Team home baseball games (each, a "Padres Game") scheduled to be played at the ballpark located on Parcel 1 of Parcel Map No. 19494, in the City of San Diego, County of San Diego, State of California, according to the map thereof filed in the Office of the County Recorder or San Diego County, on May 25, 2004 (the "Ballpark") or as otherwise set forth in the Sponsorship Agreement. The location, size, content and display of all Signage is subject to all applicable laws, including without limitation any applicable sign ordinance, and subject to MLB requirements and conditions, whether applicable generally or with respect to specific events such as MLB Events, and whether applicable to all categories of advertiser or only to certain categories.
6. Use of Trademarks and Service Marks. Sponsor hereby grants to the Padres a limited, royalty free license to display the Sponsor's Marks in any advertisements or commercial messages to be furnished hereunder. Except as expressly provided herein, neither party shall have the right to use, or obtain an interest in, the Marks of the other party or its affiliates without the other party's prior written consent. All advertising or promotional materials displayed, distributed or otherwise used pursuant to this Agreement in conjunction with the Padres' Marks must be approved in advance by the Padres in each case.
7. Indemnity; Insurance; and Assumption of the Risk.
- a. The Padres agrees to indemnify, protect, defend and hold harmless Sponsor, its affiliates, predecessors and successors, owners, agents, partners, officials, employees and representatives (collectively, the "Sponsor Parties") from and against any and all actions, demands, liabilities, losses, claims, damages, costs or expenses, including without limitation court costs and reasonable attorneys' fees (collectively, the



“Claims”), arising from the gross negligence or willful misconduct of the Padres or any of its affiliates, predecessors and successors, owners, agents, partners, officials, employees or representatives in connection with or related to this Agreement. In the event that any Claim is brought against any of the Sponsor Parties, then, upon receipt of notification of such Claim, the Padres will assume the defense of such Claim and, upon the request of one or more of the Sponsor Parties, will permit such party or parties to participate in the defense, such participation to be at such party’s expense. This provision shall survive any cancellation or termination of this Agreement as to activities which occurred while this Agreement was in force.

b. Sponsor agrees to indemnify, protect, defend and hold harmless the Padres, the City of San Diego, the Public Facilities Financing Authority and their respective affiliates, predecessors and successors, owners, agents, partners, officials, employees and representatives (collectively, the “Padres Parties”) from and against any and all Claims: (i) for libel, slander, defamation, invasion of privacy, improper trade practices, illegal competition, infringement of trademark, trade name, copyright, licenses or other proprietary rights, or unfair competition, arising from or alleged to arise from the display, publication, broadcast, telecast or distribution of any advertising copy or commercial message furnished by Sponsor Parties, or of Sponsor’s Marks furnished by Sponsor Parties; (ii) arising from the use of Sponsor’s products or services; or (iii) arising from the negligence or willful misconduct of any of Sponsor Parties. In the event that any Claim is brought against any of the Padres Parties, then, upon receipt of notification of such Claim, Sponsor will assume the defense of such Claim and, upon the request of one or more of the Padres Parties, will permit such party or parties to participate in the defense, such participation to be at such party’s expense. This provision shall survive any cancellation or termination of this Agreement as to activities which occurred while this Agreement was in force.

c. Sponsor must obtain, and continuously maintain at its own expense, and require each of its own subcontractors to obtain and maintain, the following insurance policies:

1. Workers’ Compensation Insurance (or its equivalent in the country in which it operates) in compliance with state or provincial laws, covering employees, volunteers, temporary workers and leased workers, including Employers’ Liability with minimum limits of:

\$1,000,000 Each Accident;  
\$1,000,000 Disease - Each Employee;  
\$1,000,000 Disease - Policy Limit.

2. An Insurance Services Office (or its equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury including contractual liability and products/completed operations liability coverage with minimum limits of:

\$1,000,000 Each Occurrence;  
\$2,000,000 General Aggregate;  
\$2,000,000 Products/Completed Operations Aggregate.

Products completed/operations insurance shall be maintained for a minimum period of three years after final payment and Sponsor shall continue to provide evidence of such coverage to the Padres on an annual basis during the aforementioned period.

3. Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of \$1,000,000 Each Accident.
4. Media Liability or equivalent Professional Liability insurance with a minimum limit of \$10,000,000 for each claim. The policy(ies) shall include all damages, settlements, judgements, fines, or penalties incurred by the Padres following an actual, alleged, or suspected theft, loss, disclosure or access to Padres data in any form. The policy(ies) shall have no limitations for claims arising out of a privacy event, a security event, regulatory investigations (including but not limited to any resulting settlements, fines, or penalties) an interruption in Padres services, the loss of personally identifiable or confidential data, third-

party claims of intellectual property rights infringement including but not limited to infringement of trademark, copyright, trade name, trade dress, slogan, and rights of publicity claims, or any other event which could reasonably be expected to give rise to a claim against the Padres.

5. Umbrella Liability Insurance, in excess of 1, 2 and 3 above, with minimum limits of:

\$25,000,000 Each Occurrence;  
\$25,000,000 General Aggregate.

Umbrella policies must follow form of the underlying policies.

All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. Padres and each of its subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Padres, and its and their directors, officers and employees, the Office of the Commissioner of Baseball (the "BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., MLB Online Services, Inc., The MLB Network, LLC, Tickets.com, LLC, the Major League Baseball Clubs (the "Clubs"), and each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the directors, officers, employees and agents of the foregoing entities ("Additional Insureds") must be named as additional insureds on the Commercial General Liability, Commercial Automobile Liability, Media Liability and Umbrella Liability Policies. Additional insured coverage shall be extended to include products-completed operations coverage. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). The Commercial General Liability policy shall not include any exclusions or limitations for: (i) third-party-over actions; or (ii) communicable disease, including but not limited to COVID-19, coronavirus or other related or similar illnesses or conditions. Sponsor's liability policies shall include no exclusion for claims by employees of any of Sponsor's contractors, subcontractors or independent contractors. Further, coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not. No policy shall contain a self-insured retention. No policy shall contain a deductible in excess of \$25,000 and any/all deductibles shall be the sole responsibility of the Sponsor and shall not apply to the Additional Insureds. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. Sponsor shall provide the Padres with at least 30 days' written notice if any of the required policies are cancelled or not renewed. Sponsor shall furnish the Padres with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of this Agreement and annually at least ten days prior to the expiration of each required insurance policy. Sponsor shall provide the Padres with copies of its insurance policies and/or endorsements upon request. If any of the required policies are written on a claims-made basis, Sponsor shall maintain such coverage under equivalent terms and conditions for a period of three years after termination of the Agreement and provide evidence of such coverage on an annual basis during the three year period. Padres reserves the right to review all coverages on an annual basis throughout the Term of this Agreement and, in its discretion, require Sponsor to obtain additional types or increased limits of insurance. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification herein made by Sponsor. Any actions, errors or omissions that may invalidate coverage for Sponsor shall not invalidate or prohibit coverage available to the Additional Insureds. Receipt by the Padres of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.

- d. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SPONSOR HEREBY WAIVES, RELEASES, FOREVER DISCHARGES, AND COVENANTS NOT TO SUE THE PADRES PARTIES OR THE MLB ENTITIES (THE "RELEASED PARTIES") FOR, AND THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR, ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING WITHOUT LIMITATION FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF COVID-19 (AS

DEFINED BY THE WORLD HEALTH ORGANIZATION) AND ANY STRAINS, VARIANTS, OR MUTATIONS THEREOF, THE CORONAVIRUS THAT CAUSES COVID-19 AND/OR ANY OTHER AIRBORNE, AEROSOLIZED OR SURFACE TRANSMISSIBLE COMMUNICABLE AND/OR INFECTIOUS DISEASES, VIRUSES, BACTERIA OR ILLNESSES OR THE CAUSES THEREOF (“COMMUNICABLE DISEASE”) BY SPONSOR OR SPONSOR’S GUESTS OR ANY OTHER INDIVIDUAL INFECTED BY SPONSOR OR SPONSOR’S GUESTS, INCLUDING WITHOUT LIMITATION CLAIMS RESULTING FROM THE NEGLIGENCE OF THE RELEASED PARTIES AND/OR THE INHERENT RISKS ASSOCIATED WITH PARTICIPATION IN THE USE, PERFORMANCE OR EXPLOITATION OF THE SPONSORSHIP BENEFITS BY SPONSOR OR SPONSOR’S GUESTS OR THEIR PRESENCE AT THE FACILITIES AT THE BALLPARK DURING A COMMUNICABLE DISEASE PANDEMIC. SPONSOR FURTHER ACKNOWLEDGES AND AGREES THAT SPONSOR IS FAMILIAR WITH AND DOES HEREBY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE (AND SIMILAR PROVISIONS OF OTHER JURISDICTIONS) WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8. Compliance with Rules, Regulations and Policies; Conduct. All use by Sponsor and Sponsor’s Guests of any hospitality benefits granted hereunder shall be subject to the rules, regulations and policies established from time to time by the Padres and/or the Team and may be revoked in the event of the failure of Sponsor or Sponsor’s Guests to comply with such rules, regulations and policies. With respect to any hospitality benefits granted hereunder, Sponsor and Sponsor’s Guests shall maintain proper decorum, comply with all laws, rules and regulations of all governmental authorities, not suffer or permit the continuation of any use or manner of use of the hospitality benefits in violation of any applicable agreements, not create any nuisance, and not take any action which either diminishes hazard insurance coverage for the Ballpark or increases the premium payable for such insurance. Sponsor and Sponsor’s Guests shall be bound by and observe the terms and conditions upon which any admission tickets are issued, distributed or sold.
9. Temporary Interruption.
  - a. Except as otherwise provided in this Section 9, there shall be no effect on the obligations of the Padres and Sponsor as a result of a temporary failure properly to provide Sponsorship Benefits pursuant to this Agreement. The provisions of subsections (b) through (f) of this Section 9 shall constitute the sole remedy for the inability of the Padres to provide Sponsorship Benefits for any reason other than intentional breach by the Padres.
  - b. If any portion of the Signage is not properly displayed (including Signage that is damaged or not properly illuminated) during more than six Padres Games in a calendar year for any reason whatsoever, whether within or beyond the reasonable control of the Padres or the Team, including without limitation a work stoppage or temporary unavailability of the Ballpark, the Padres shall have the option, on written notice to Sponsor: (i) to extend the Term beyond its expiration to include the number of events first taking place at the Ballpark after such expiration as may be necessary to make up the number of Padres Games in excess of six such games during which such Signage was not properly displayed; (ii) to provide substitute sponsorship benefits to Sponsor with a value at least equal to the amount paid for the affected Signage for the Padres Games in excess of six games during which such Signage was not properly displayed; or (iii) to refund to Sponsor a pro-rata portion of that part of the amount paid by Sponsor for the affected Signage, which shall be calculated by multiplying such part of the amount paid for the affected Signage by a fraction, the numerator of which shall be the number of Padres Games during which such Signage was not properly displayed minus six, and the denominator of which shall be eighty-one. All refunds shall be paid within 30 days after the end of the calendar year to which such refund applies. Notwithstanding the foregoing, in the event that any of the Signage Benefits inventory is eliminated from the Ballpark during the Term, the Padres shall provide Sponsor with substitute Signage Benefits of equal or greater value in its sole discretion.
  - c. If a promotional program is scheduled to take place pursuant to this Agreement over more than six Padres Games during a calendar year, and more than six of the Padres Games in a calendar year that are part of such promotional program are not played for any reason whatsoever, whether within or beyond the

reasonable control of the Padres or the Team, including without limitation a work stoppage or temporary unavailability of the Ballpark, the Padres shall have the option, on written notice to Sponsor; (i) to extend the promotional program to make up for the number of Padres Games in excess of six such games which were not played, either in the season during which the promotional program was scheduled to take place or in the succeeding season; (ii) to provide substitute sponsorship benefits to Sponsor with a value at least equal to the amount paid by Sponsor for that portion of the promotional program missed in excess of six games; or (iii) to refund to Sponsor a pro-rata portion of the amount paid for such promotional program, which shall be calculated by multiplying the amount paid by Sponsor by a fraction, the numerator of which shall be the number of Padres Games not played minus six, and the denominator of which shall be the number of Padres Games that are part of the promotional program for such calendar year. All refunds shall be paid within 30 days after the end of the calendar year to which such refund applies.

- d. If advertising scheduled to be displayed, published, broadcast, telecast or distributed pursuant to this Agreement is not displayed, published, broadcast, telecast or distributed for any reason whatsoever, whether within or beyond the reasonable control of the Padres or the Team, including without limitation a work stoppage or temporary unavailability of the Ballpark, the Padres shall have the option, on written notice to Sponsor: (i) to provide Sponsor with the missed advertising in alternate magazine issues or broadcast availabilities or, for advertising scheduled to be displayed during Padres Games, in alternate Padres Games; (ii) to provide substitute sponsorship benefits to Sponsor with a value at least equal to the amount paid by Sponsor for the advertising missed; or (iii) to refund to Sponsor a pro-rata portion of the amount paid by Sponsor for the advertising, which shall be calculated by multiplying the amount paid by a fraction, the numerator of which shall be the number of such missed messages, and the denominator of which shall be the number of messages which Sponsor was to receive.
  - e. If any hospitality benefits to be provided pursuant to this Agreement cannot be provided for any reason whatsoever, whether within or beyond the reasonable control of the Padres or the Team, including without limitation a work stoppage or temporary unavailability of the Ballpark, the Padres shall have the option, on written notice to Sponsor: (i) to provide Sponsor with the hospitality benefits at a make-up Padres Game or to extend the hospitality benefit to make up for the number of Padres Games which were not played, either in the season during which the hospitality benefits were scheduled to take place or in the succeeding season; (ii) to provide substitute sponsorship benefits to Sponsor with a value at least equal to the amount paid by Sponsor for the hospitality benefits not received; or (iii) to refund to Sponsor a pro-rata portion of the amount paid by Sponsor for the hospitality benefits.
  - f. In no event shall the aggregate amount of remediation pursuant to subsections (b) through (e) of this Section for any calendar year exceed the Annual Payment made by Sponsor for such calendar year.
10. Standards. Sponsor acknowledges that maintenance of Padres' reputation and image is paramount. Sponsor agrees to conduct itself at all times with due regard to public morals and conventions and agrees that neither it nor anyone representing it will: (i) commit any act or do anything that is or shall be an offense involving moral turpitude or is an act which brings or which may bring the Padres or its services into public disrepute, contempt, scandal or ridicule, or which provokes, shocks, insults or offends the community, or which injures, or may injure, the success of the Padres; and (ii) portray the Padres or its services or mission in a false or poor light. If the Padres has a good faith and reasonable belief that Sponsor has violated the terms of this Section, it shall provide Sponsor with reasonably detailed written notice of such alleged violation and Sponsor shall have ten calendar days to cure such violation if it is reasonably amenable to cure; provided that if Sponsor does not cure such violation, then the Padres may terminate this Agreement. Upon termination pursuant to this Section, the Padres shall provide a refund to Sponsor of a pro-rata portion of the Annual Payment paid by Sponsor for unused Sponsorship Benefits.
11. Limitation on Damages. The parties agree that neither party shall be liable for, and in no event whatsoever shall damages or other award based on this Agreement or the performance or failure to perform any provision hereof include, any recovery for loss-of-profits, loss-of-business, special, indirect, incidental, consequential or punitive damages.
12. Default.

- a. “Monetary Obligation” shall mean any obligation that Sponsor may satisfy with the payment of money and includes without limitation: (i) payment of the Annual Payment; (ii) reimbursement Sponsor is required to pay the Padres; and (iii) the payment of interest associated with a Monetary Obligation. “Non-monetary Obligation” shall mean any obligation that is not a Monetary Obligation. If Sponsor fails to pay any Monetary Obligation within 15 days of the date due, that obligation shall bear simple interest at the rate of 10% per year until paid.
  - b. An “Event of Default” shall mean any of the following: (i) Sponsor's failure to pay within 15 days of the date due any Monetary Obligation; (ii) Sponsor's failure to comply with any Non-monetary Obligation of this Agreement within 15 days after the Padres gives notice of such default; (iii) any of the following events or occurrences occur concerning Sponsor: (1) if Sponsor is a business organization, Sponsor's existence is terminated by the dissolution, merger or sale of substantially all or all of its assets; (2) Sponsor makes an assignment of this Agreement in violation of its terms; (3) Sponsor attempts to resell, distribute or otherwise transfer Sponsorship Benefits to any person without obtaining the Padres' prior written consent; (4) a receiver or trustee is appointed to manage Sponsor's assets; (5) there is an assignment of substantially all of Sponsor's assets for the benefit of creditors; (6) Sponsor commences any type bankruptcy proceeding under Title 11 of the United States Code or any successor or other federal or state insolvency law (“Bankruptcy Law”); or (7) the court orders relief against Sponsor in an involuntary case under the Bankruptcy Law.
  - c. The Padres may exercise all of the following remedies if an Event of Default occurs: (i) suspend and/or terminate any or all of Sponsor's rights under this Agreement, including without limitation immediate suspension or termination of all Sponsorship Benefits; and (ii) exercise any further rights and remedies the law allows. Upon the Padres' termination of Sponsor's rights under this Agreement, Sponsor may not recover or offset against the Padres any amount Sponsor has paid or incurred under this Agreement.
13. Early Termination. In the event this Agreement is terminated prior to the expiration of the Term by the Padres pursuant to Section 12, Sponsor shall be subject to and agrees to pay an early termination fee equal to the remaining Annual Payments that would have been charged through the end of the Term, had the Agreement not been terminated, payable immediately upon date of invoice from the Padres. Sponsor acknowledges and agrees that any damages associated with such termination would be difficult to calculate and that such early termination fee constitutes liquidated damages, is reasonable and not a penalty.
  14. No Legal Partnership. Notwithstanding colloquial descriptions of Sponsor as a “partner,” nothing herein shall be construed as establishing a legal partnership, joint venture or agency relationship between the Padres and Sponsor or between the Team and Sponsor. Neither the Padres nor the Team has authority to bind or act in any respect on behalf of Sponsor, and Sponsor does not have authority to bind or act in any respect on behalf of the Padres or the Team.
  15. Exclusivity. No marketing exclusivity in any category or with respect to any competitors of Sponsor is conferred or implied by this Agreement except to the extent explicitly set forth in the Sponsorship Agreement.
  16. Compliance with Laws. This Agreement shall be subject to all federal, state and local laws, regulations and ordinances, either presently in existence or as may be enacted, made or enforced after the effective date of this Agreement, including the regulations and actions of all governmental agencies or commissions.
  17. Subservience. Notwithstanding any other provision of this Agreement, this Agreement and the rights, exclusivities and protections granted by the Padres to Sponsor hereunder shall, at the request of MLB, be subject to its review and written approval, and shall in all respects be subordinate to, and shall not prevent the issuance, entering into, or amendment of, any of the following, each as may be issued, entered into or amended from time to time (collectively, the “MLB Documents”): (i) any present or future agreements or arrangements entered into by, or on behalf of, any of the MLB entities and/or any of their respective present or future affiliates, assigns or successors (collectively, the “MLB Entities”), or the MLB Clubs acting collectively, including without limitation the Major League Constitution, the Basic Agreement between the MLB Clubs and the MLB Players Association, the Professional Baseball Agreement, the Major League Rules, the Interactive Media Rights Agreement, and each agency agreement and operating guidelines among the MLB Clubs and any MLB Entity; and (ii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner of Baseball, the Office of the Commissioner of Baseball or any other MLB Entity. The issuance, entering into, amendment, or implementation of any of the MLB Documents shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within

which Sponsor is granted rights hereunder is limited to, and nothing herein shall be construed as conferring on Sponsor rights in areas outside of, the Home Television Territory of the Padres, as established and amended from time to time pursuant to the MLB Documents. To the extent Sponsor is granted rights hereunder to or in connection with any Spring Training games: (i) the territory within which Sponsor is granted such rights hereunder is limited to, and nothing herein shall be construed as conferring on Sponsor rights in areas outside of, the “Spring Training Territory” of the Padres, as established and amended from time to time pursuant to the MLB Documents; and (ii) the time period within which Sponsor is granted such rights hereunder is limited to, and nothing herein shall be construed as conferring on Sponsor rights during any time period other than, the time period commencing immediately prior to and concluding immediately after the period in which Spring Training games are played. Except to the extent of any Padres IMS Programming (as such term is defined in the MLB Documents) that is permitted to be granted by the Padres to Sponsor pursuant to the Interactive Media Rights Agreement and which is granted to Sponsor hereunder, no rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entity.

18. Integration. This Agreement is the final, complete and exclusive statement and expression of the agreement among the parties hereto with relation to the subject matter of this Agreement, it being understood that this Agreement embodies the justifiable expectations of sophisticated parties derived from arm’s length transaction and that there are no oral representations, understandings or agreements covering the same subject matter as this Agreement. This Agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind. All exhibits hereto are incorporated herein by reference.
19. Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severed from this Agreement. The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
20. Sophistication of Parties. Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
21. No Waiver. No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
22. Notices. All notices, demands, consents and approvals that may or are required to be given by any party to another hereunder shall be in writing and shall be deemed to have been fully given by: (i) personal delivery; (ii) when deposited in the United States mail, certified or registered, postage prepaid, and addressed to the party to be notified; or (iii) by electronic mail, if to Sponsor, at the address specified in the Sponsorship Agreement, and if to the Padres, at Petco Park, 100 Park Blvd, San Diego, CA 92101, Attn: General Counsel, or to such other place as the party to be notified may from time to time designate by at least 15 days’ notice to the notifying party.
23. Assignment. No party shall assign this Agreement without the prior written approval of the other party; provided, however, that without obtaining such prior written approval, the Padres may assign this Agreement to a transferee of the Padres’ MLB franchise, to an affiliate of the Padres or to a lending institution as part of a collateral agreement.
24. Jurisdiction and Venue. **EACH PARTY: (I) CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA (OR THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA) FOR ANY ACTION OR PROCEEDING THAT ARISES OUT OF THIS AGREEMENT (WHETHER IN CONTRACT OR TORT); (II) WAIVES ANY RIGHT TO OBJECT TO JURISDICTION OF SUCH COURTS; AND (III) WAIVES ANY RIGHT TO OBJECT TO THE COURT HEARING ANY MATTER BASED ON THE GROUNDS OF FORUM NON CONVENIENS OR ANY ANALOGOUS CONCEPT.**
25. Electronic Signatures and Counterparts. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature shall be treated in all respects as having the same effect as an original signature. This Agreement may be executed in any number of

counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

26. Amendments. Except as otherwise provided herein, all amendments to this Agreement shall be in writing and executed by both parties.
27. Attorney's Fees. If any Legal Proceeding (defined below) arises out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs in addition to any other remedy it may obtain or be awarded. Attorney's fees may include the reasonable value of services rendered to a party by in-house counsel. Litigation expenses shall include investigative and expert witness fees and expenses whether or not such items are otherwise recoverable under general law. "Legal Proceeding" includes but is not limited to any court action or proceeding, private arbitration or mediation, governmental administrative proceeding or any proceeding required or permitted by MLB Documents.
28. Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of California without regard to principles of conflict of laws.

# ITEM 14

# ATTACHMENT C





SAN DIEGO  
**COMMUNITY  
POWER**



# 2024 PARTNERSHIP *RECAP*



petco  
park

# AMERICA'S #1 BALLPARK

(2024 USA Today – For The Win)

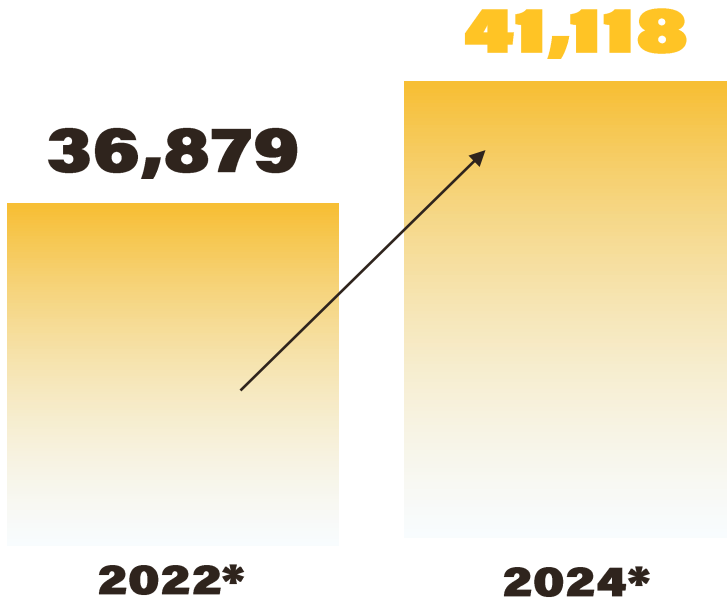




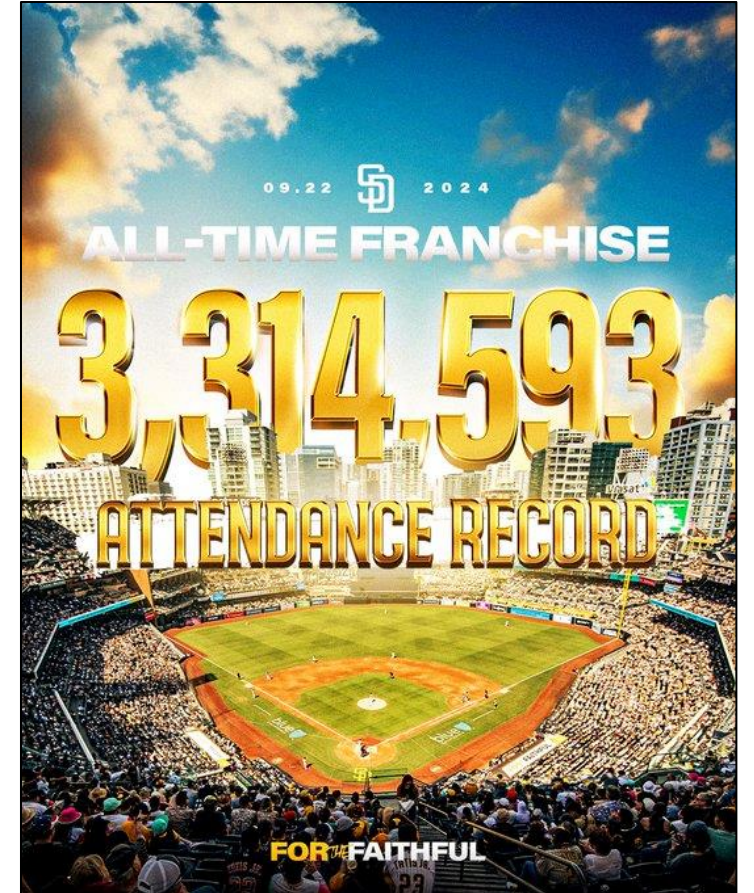


## 2024 PETCO PARK ATTENDANCE

AVERAGE PER GAME  
ATTENDANCE



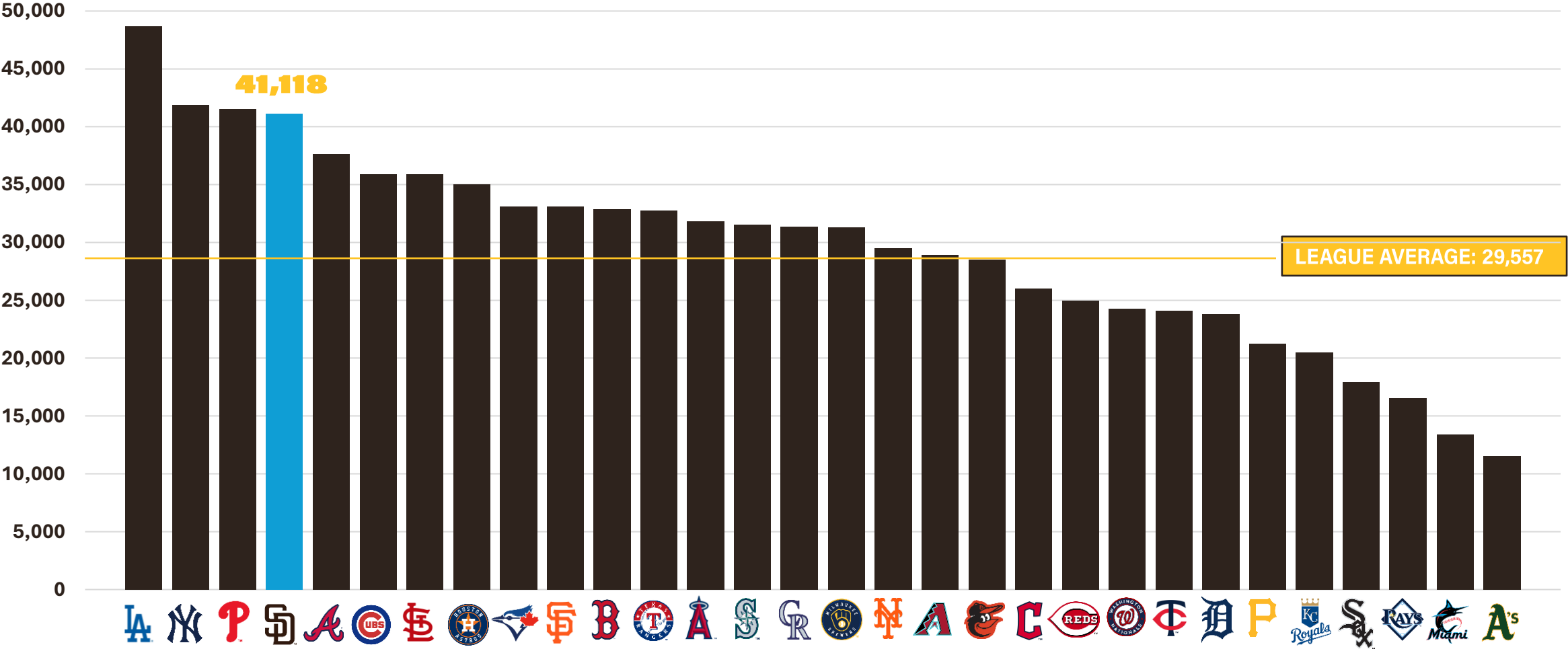
\*REGULAR SEASON ONLY



**IN 2024 THE PADRES SET A FRANCHISE RECORD FOR SINGLE-GAME ATTENDANCE (47,559 FANS)  
AS WELL AS THE ALL-TIME FRANCHISE ATTENDANCE RECORD (3,314,593 FANS)**

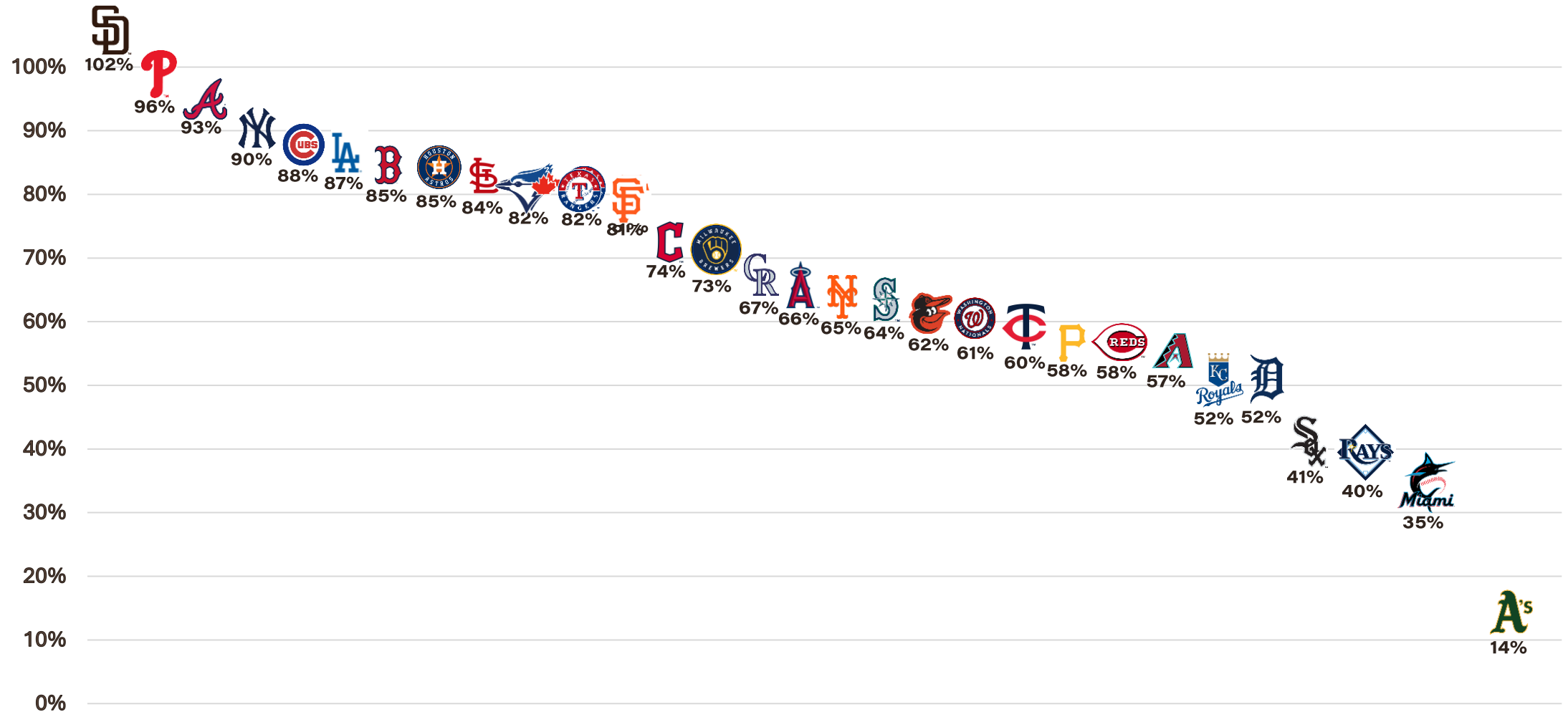


# OVERALL MLB ATTENDANCE - 2024





## MLB ATTENDANCE - BASED ON CAPACITY

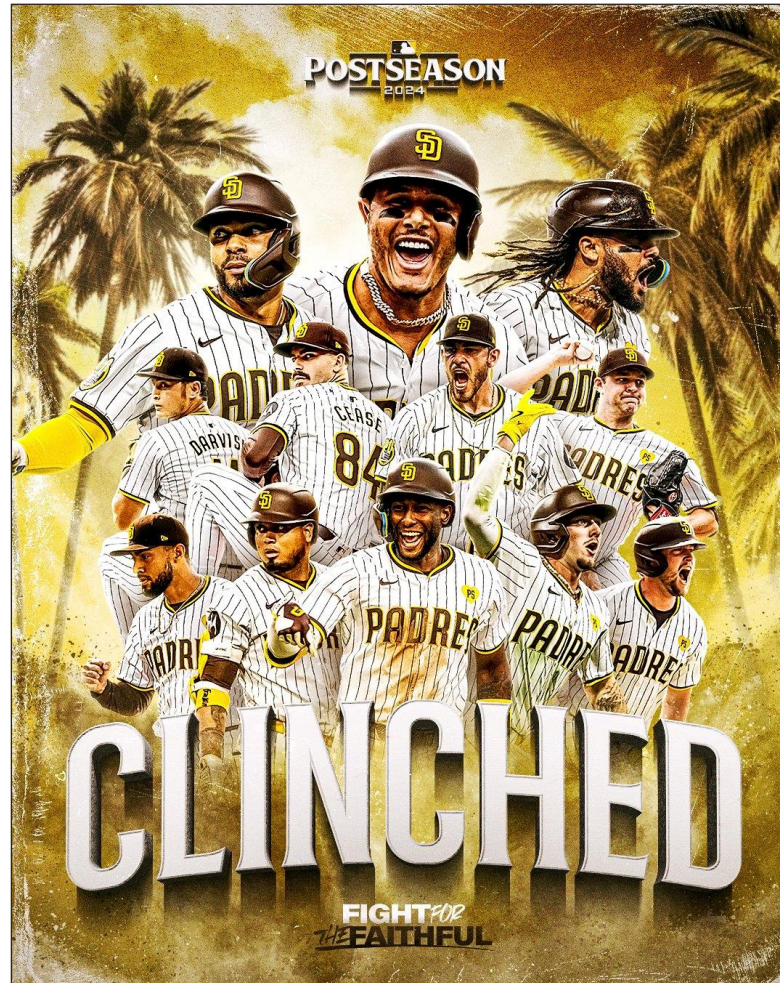


THE PADRES HAVE BEEN **#1** IN ATTENDANCE BASED ON BALLPARK CAPACITY SINCE **2023**





# PADRES CLINCH!



*The Padres clinched a spot in the 2024 Postseason with a 4-2 win against the Dodgers in LA. The night ended in dramatic fashion with a game-ending triple play.*







# GRANDSTAND/VIDEOBOARD



- **Total Exposures: 112**
- **Total Duration: 4 Min. 42 Sec.**
- **100% Media Value: \$26,906**

nielsen



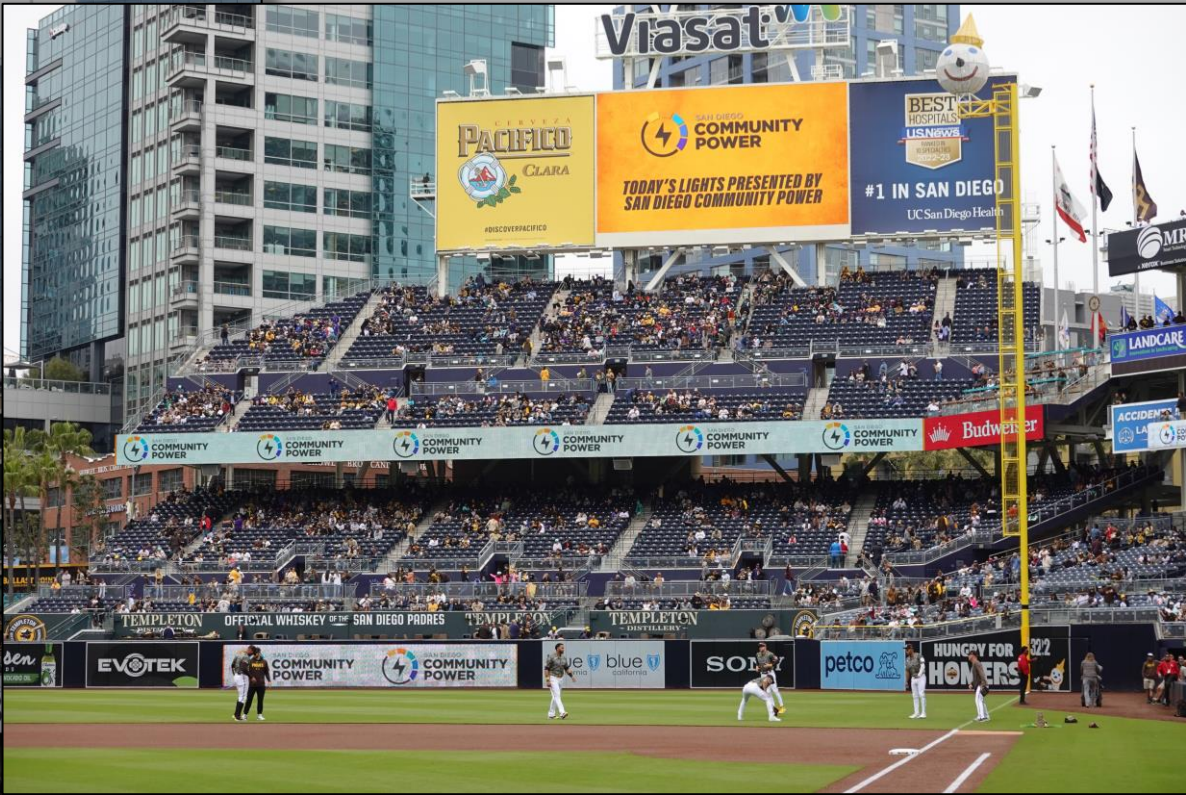
# FIXED HOME PLATE PADDING



- **Total Exposures: 581**
- **Total Duration: 41 Min. 3 Sec.**
- **100% Media Value: \$411,308**

nielsen



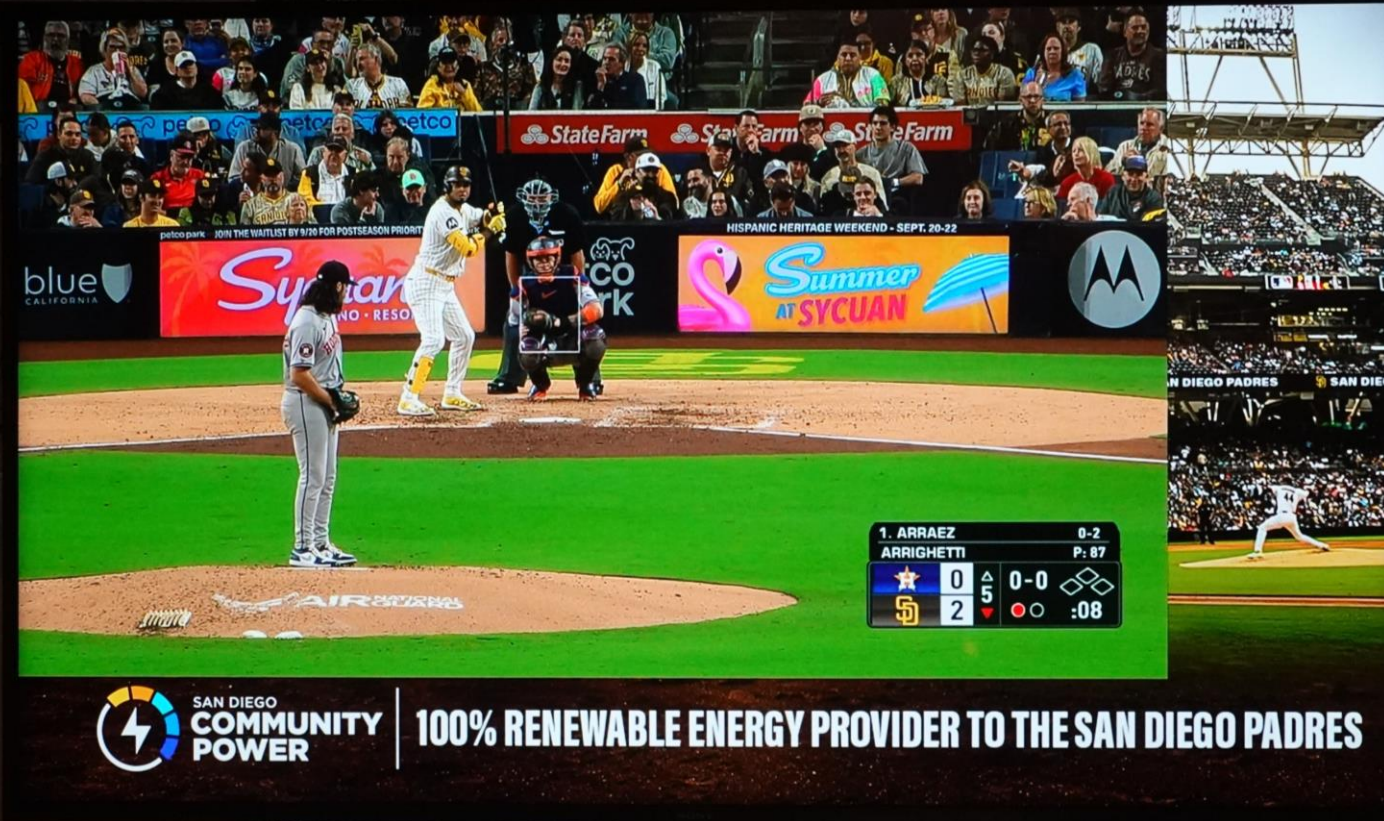








# L-BAR BRANDING

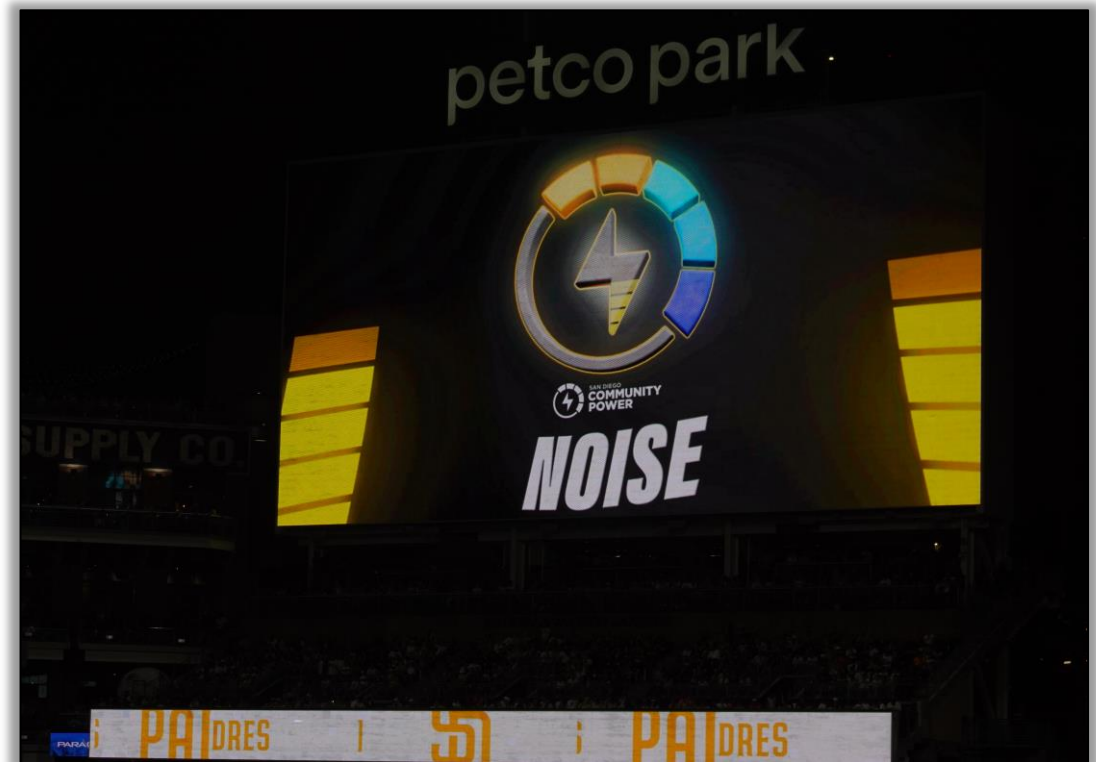


-San Diego Community Power received TV L-Bar branding on all ballpark TV's during the 2024 season.


## CUSTOM FEATURE




-San Diego Community Power received a Crowd Pump up videoboard feature throughout the season during electric parts of the game!












PADRES GIVEAWAY

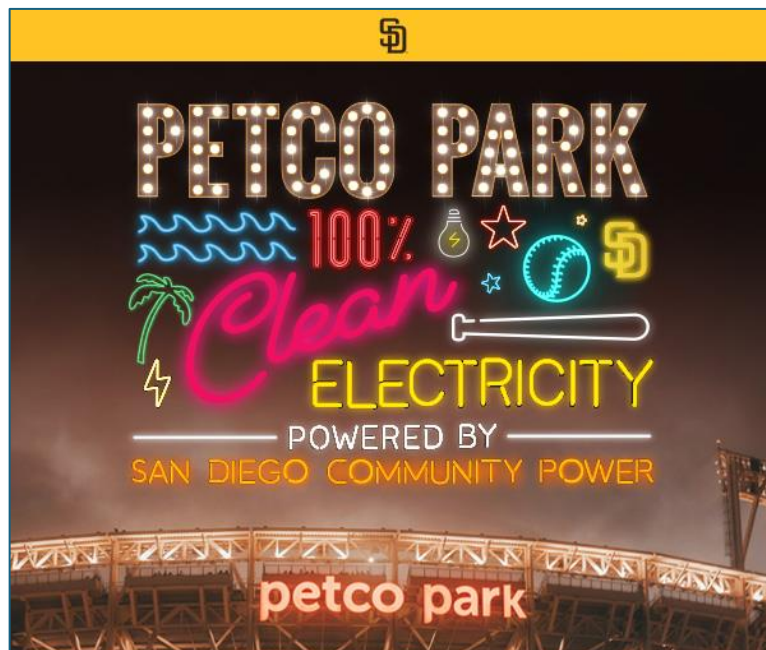
**'84 THROWBACK HAT**

**WEDNESDAY, JULY 10 vs. MARINERS - 3:40PM**

**PADRES.COM/GIVEAWAYS**





## Three simple things you can do to make a difference this Earth Day:

1

### Strike the lights

Flip the switch as you leave the room. It will save energy and money, just like that. It's like turning two...without throwing a baseball in the house.

2

### Pitch it in the bin

Food in landfill is a huge source of methane (which heats the atmosphere ~100x more than CO2.) But there's an easy solve: get the scraps to the green compost bin.

3

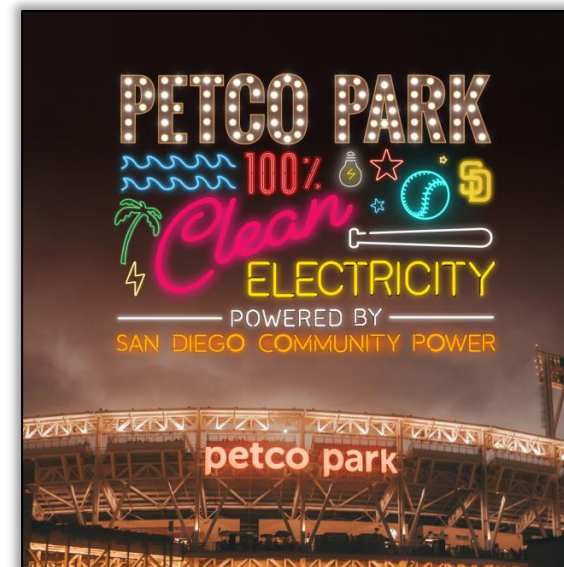
### Drive a double

The next time you're stuck on the 5, take a look at how many people are driving by themselves. Carpooling—or biking /walking, as we all could use the steps—reduces emissions and traffic.

## 4/22 Email Metrics

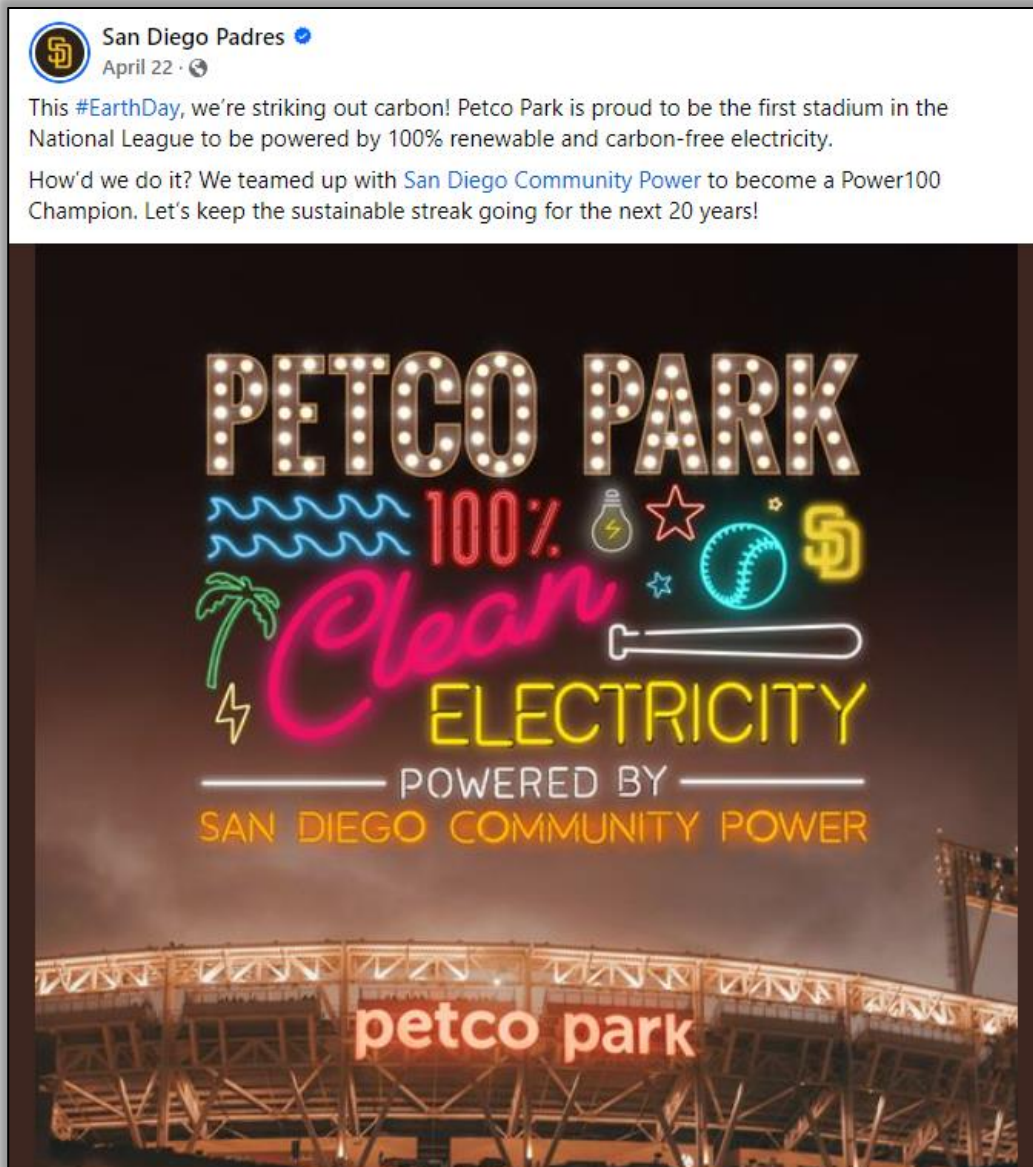
- 193,745 mailed
- 127,161 opens
- 65.47% total open rate
- 445 total clicks
- 0.23% total click rate

\*average MLB Open rate .40%

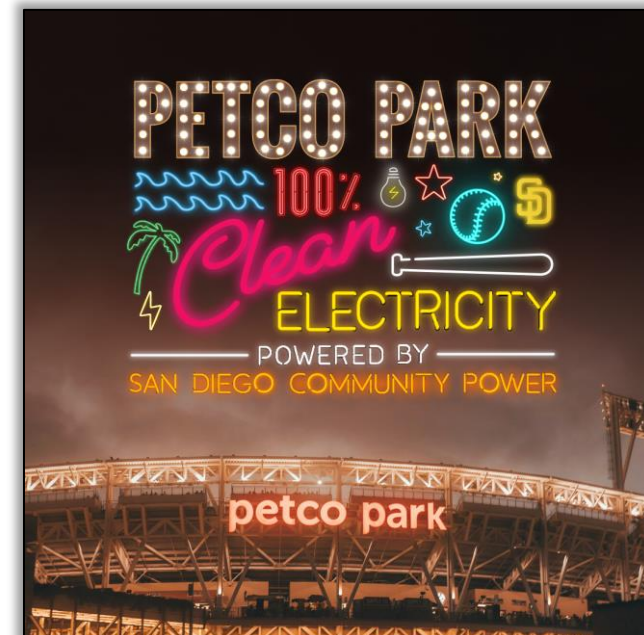




# SOCIAL MEDIA POSTS



-Padres posted on social media a post on Earth Day 4/22 highlighting our partnership and clean electricity with San Diego Community Power.





## San Diego Power Community received the following Hospitality assets:

- **Ticket Bank:** Sponsor received a five-thousand-dollar (\$5,000) ticket bank to be used for mutually agreed upon single game tickets to Padres Games during each regular season of the Term.
- **Networking Events:** Sponsor received invitations to select partner networking events throughout the Term, in Padres sole and absolute discretion
- **First Pitch:** Sponsor was entitled to have one (1) representative throw out the honorary first pitch at one (1) mutually agreed upon Padres Game during each year of the Term.
- **Friar and Pad Squad Appearance:** Sponsor was entitled to Padres promotional appearance (such as Pad Squad or Friar) at one (1) mutually agreed upon date and location each year of the Term





FOR *THE* FAITHFUL







# THANK YOU

**SERGIO DEL PRADO**

*Senior Vice President, Corporate Partnerships*

**EDDIE QUINN**

*Vice President, Partnership Services*

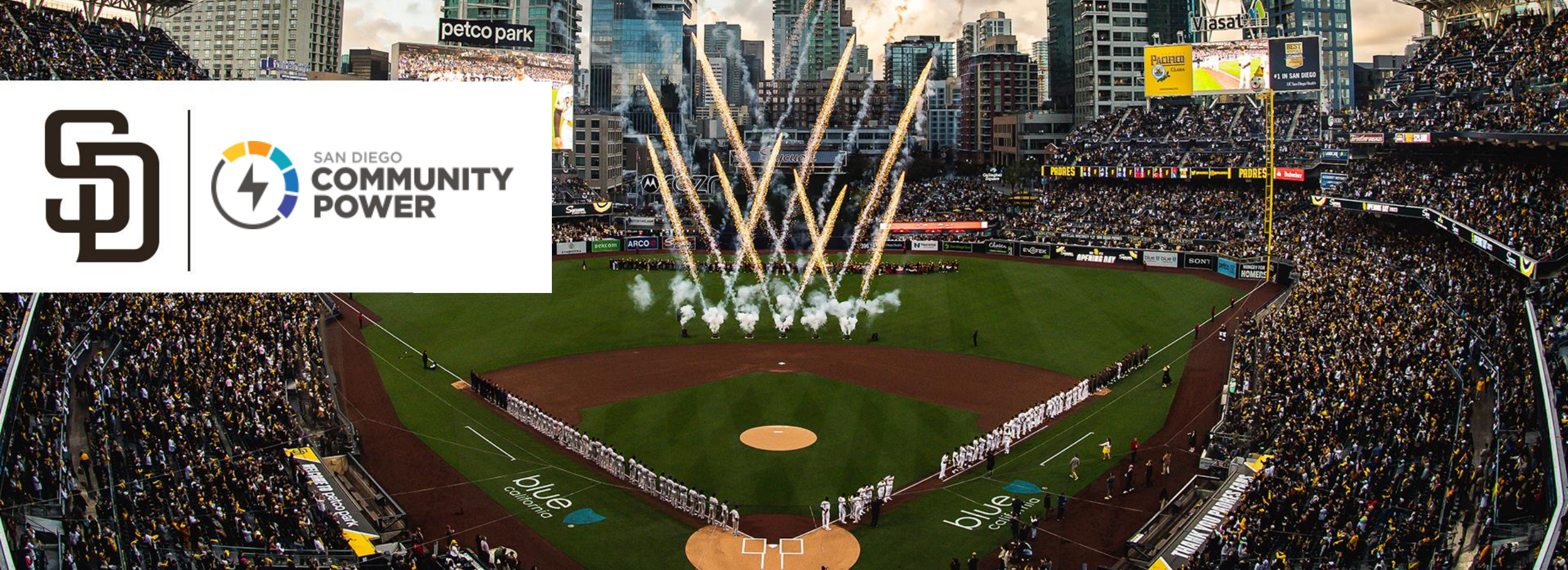
**RYAN THORVALDSEN**

*Director, Partnership Development*

**WILL GRANT**

*Manager, Partnership Services*



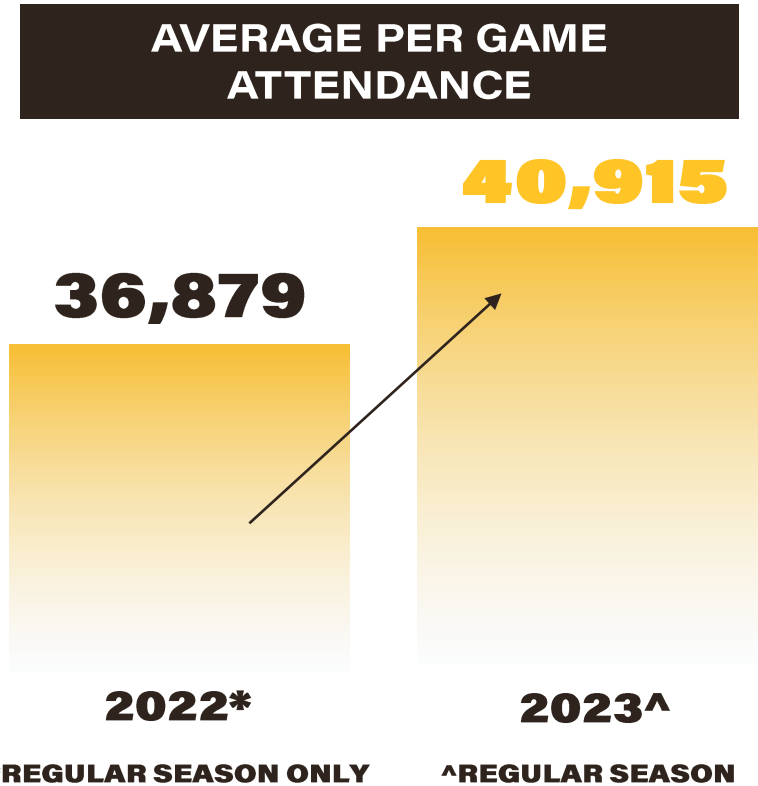


SAN DIEGO  
**COMMUNITY  
POWER**

# 2023 PARTNERSHIP *RECAP*

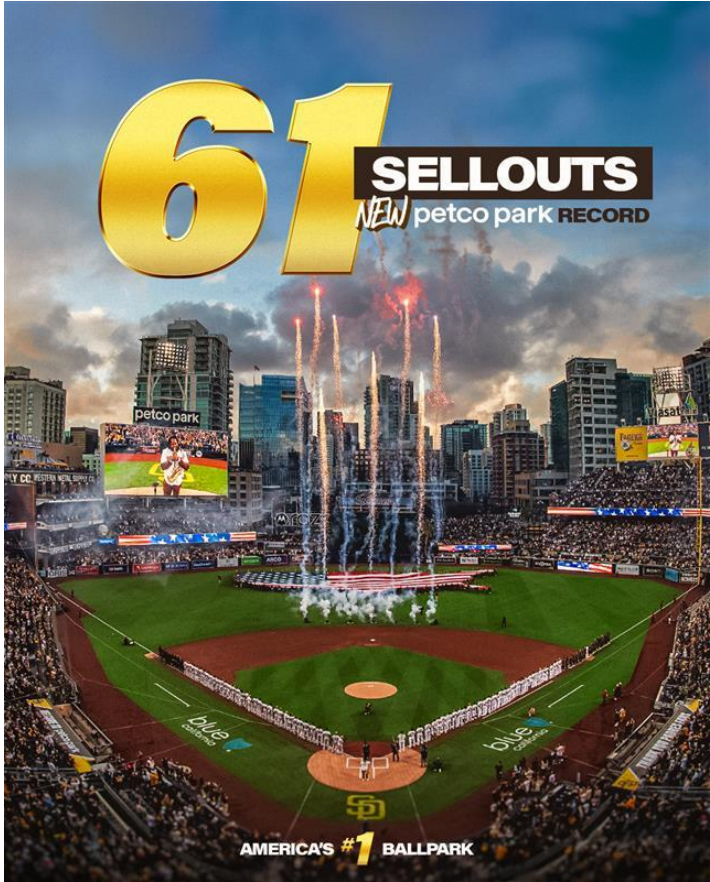
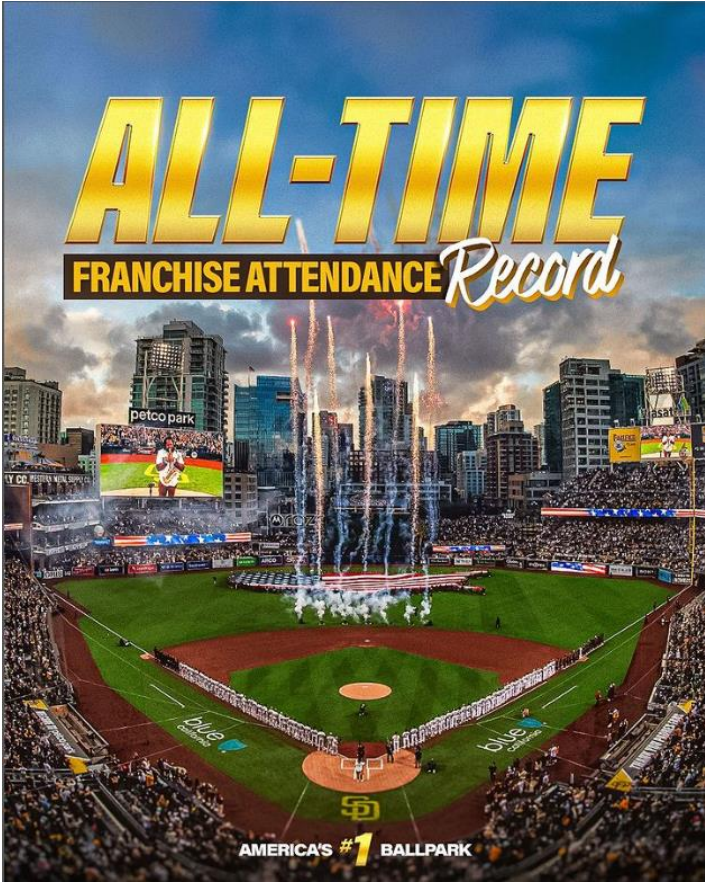


PETCO PARK ATTENDANCE



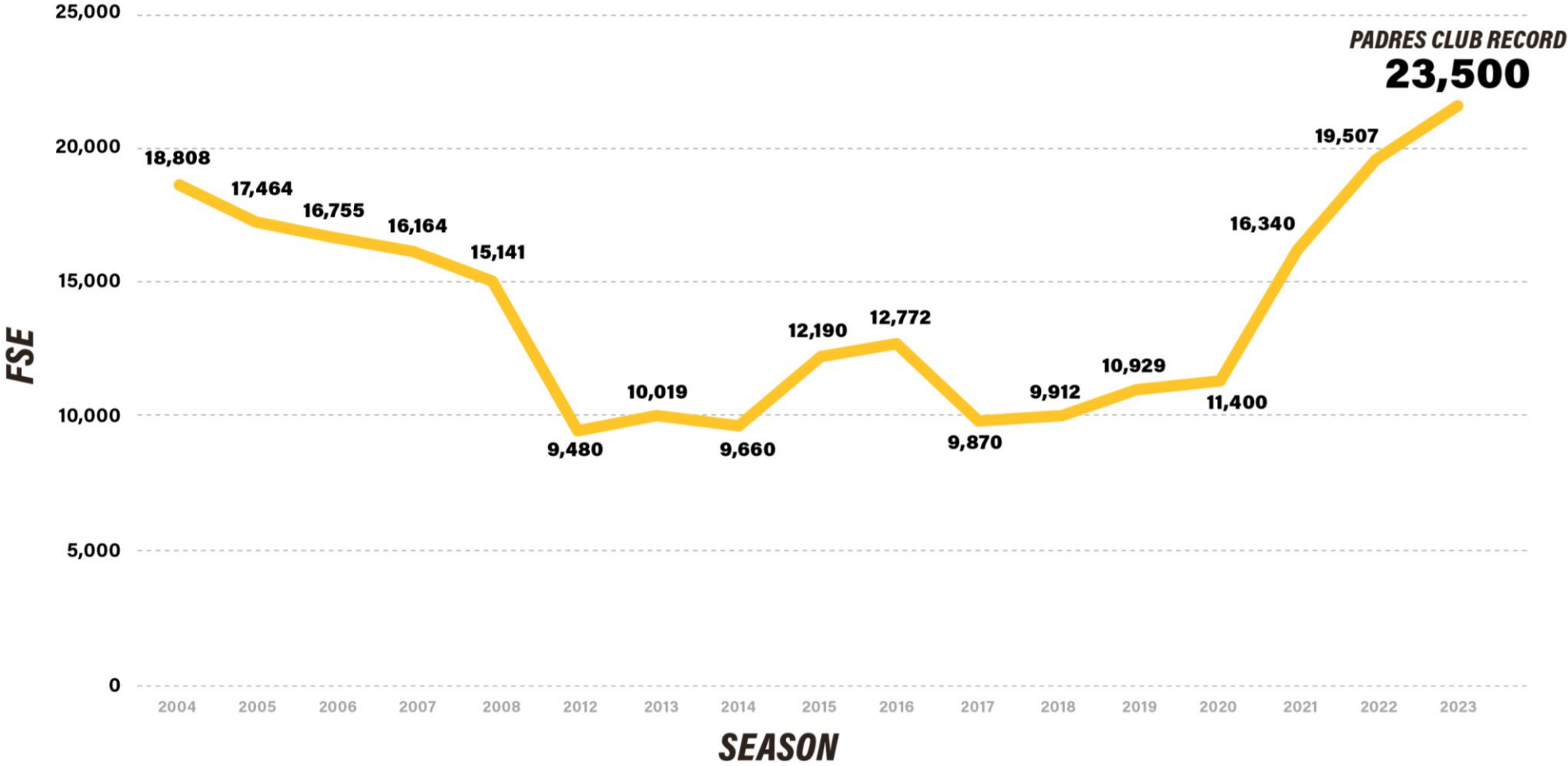
AMERICA'S **#1** BALLPARK

 USA TODAY

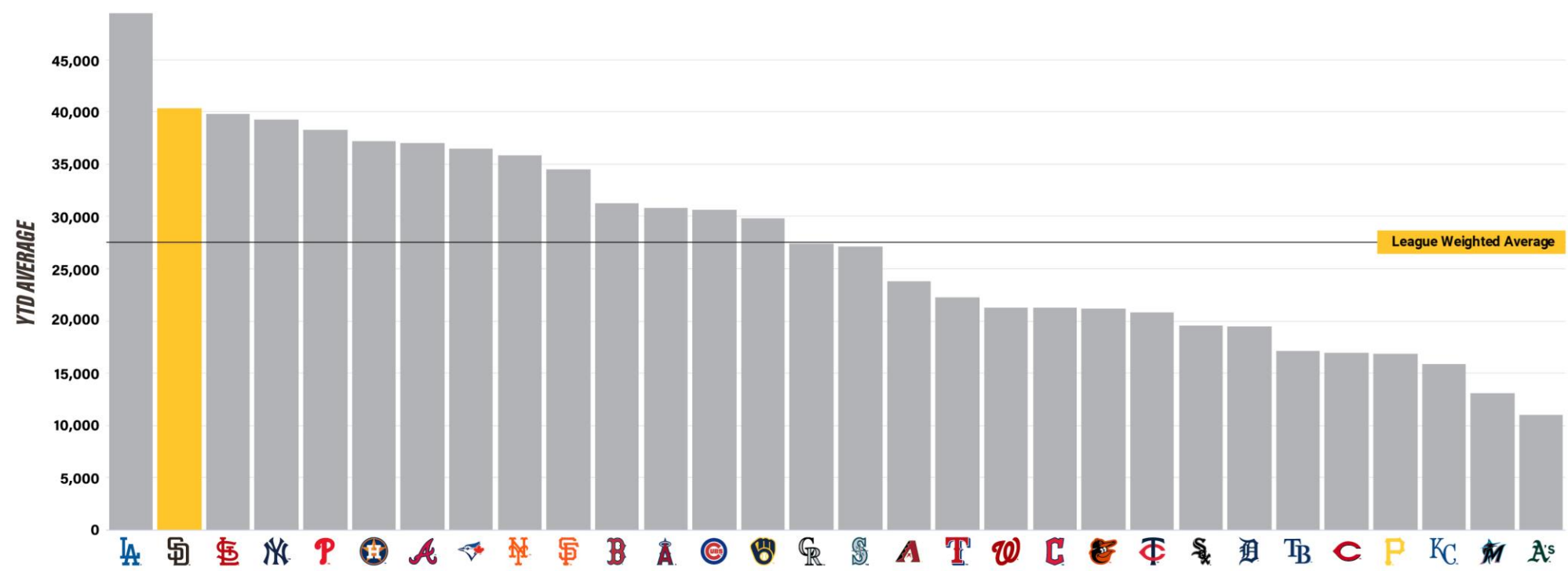


IN 2023 THE PADRES FINISHED THE SEASON WITH A TOTAL PAID ATTENDANCE OF **3,232,310** AND A RECORD-SHATTERING **61 SELLOUTS**

# SEASON TICKET MEMBERSHIP RECORD

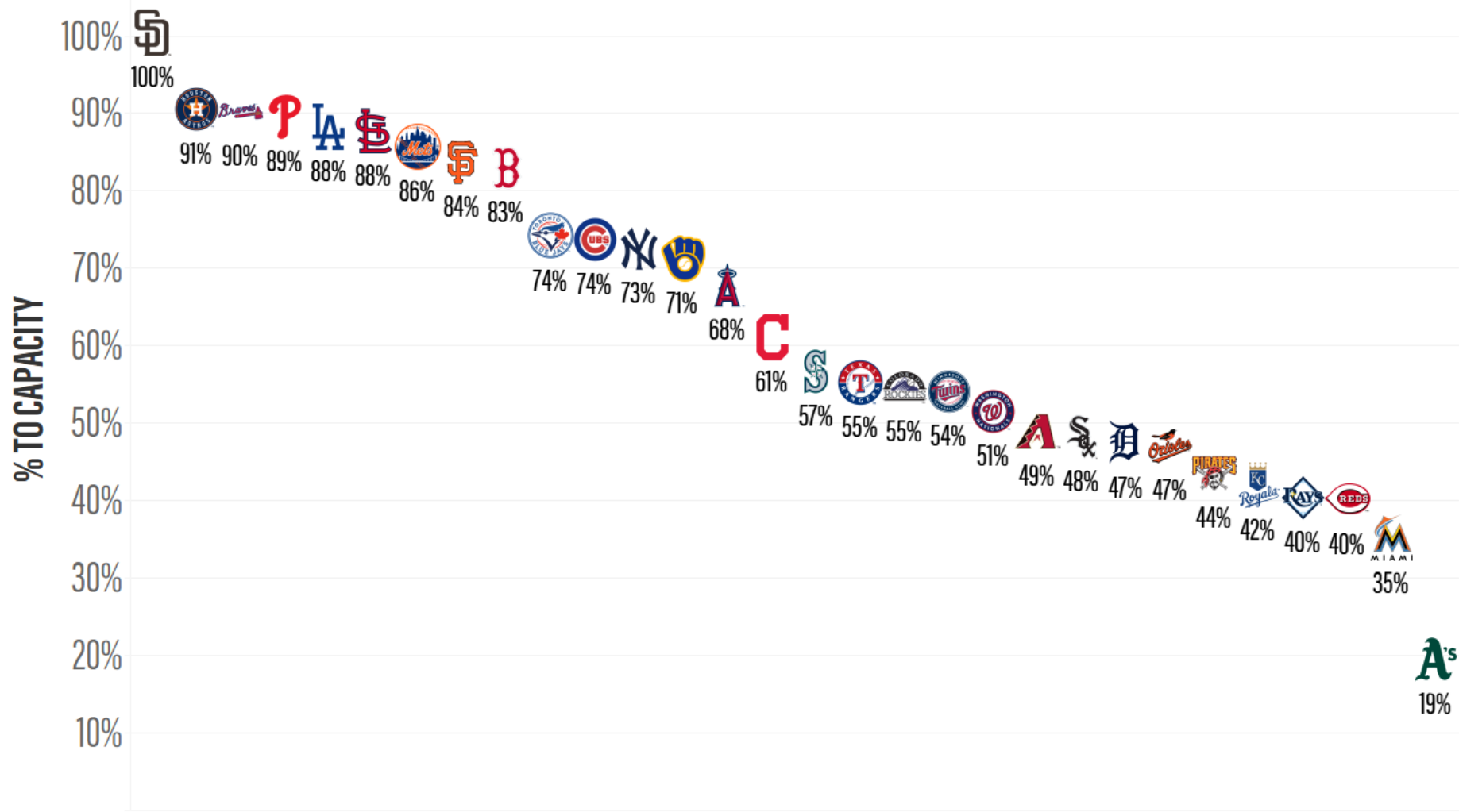


THE PADRES ARE #2 IN MLB ATTENDANCE\*  
ATTENDANCE - CLUB SUMMARY



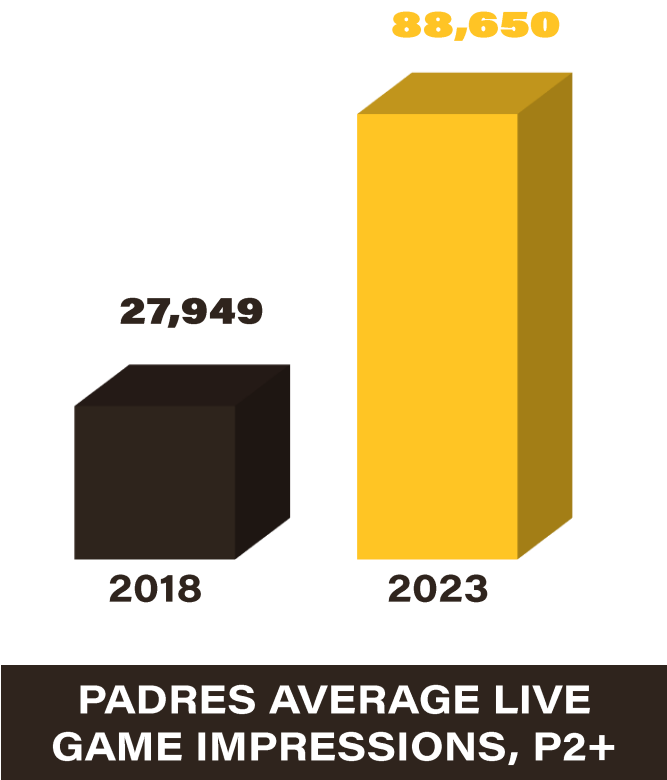
\*MLB ATTENDANCE THROUGH 6/2

# 2023 MLB ATTENDANCE BASED ON CAPACITY





# 2023 TV IMPRESSIONS & STREAMING



## 2022 -2023

### TV\*

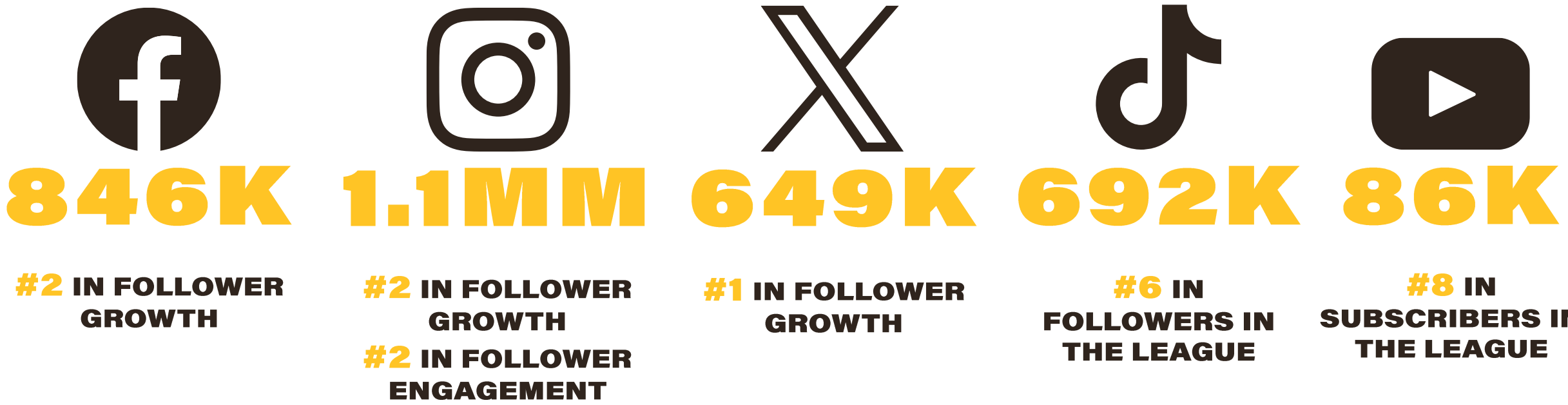
- IN 2022 PADRES HOME GAMES WERE FEATURED ON 10 NATIONAL BROADCASTS, INCLUDING ESPN, TBS, FOX, AND MLB NETWORK.
- IN TOTAL, THE PADRES WERE FEATURED ON 22 NATIONALLY TELEVISED GAMES DURING THE 2022 REGULAR SEASON.
- TELEVISION 2023:
  - AVERAGED 48,796 HH IMPRESSIONS
  - OVERALL TELEVISION IMPRESSIONS (P2+) WERE UP 10% VS. LAST SEASON & UP 217% VS 2018.

### STREAMING\*

- IN-MARKET STREAMING SUBSCRIPTIONS WENT ON SALE ON 5/31/2023
- IN-MARKET SUBS + ACTIVE FREE TRIALS: 17,777
- STREAMING USAGE & ENGAGEMENT
  - OVERALL AVG TOTAL MINUTES: 5.3M
    - IN-MARKET: 1.2 M
    - OUT OF MARKET: 4.1 M
  - OVERALL AVG TOTAL USERS: 68.8K
    - IN-MARKET: 10.4K
    - OUT OF MARKET: 59.3K

\*TV and Streaming through 8/10/2023

SOCIAL MEDIA ENGAGEMENT



PARTNERSHIP OVERVIEW



VIDEOBOARD AND GRANDSTAND BUGS



- **Total Exposures:** 102
- **Total Duration:** 4 Min. 31 Sec.
- **100% Media Value:** \$24,100





FIXED HOMEPLATE PAD SIGN

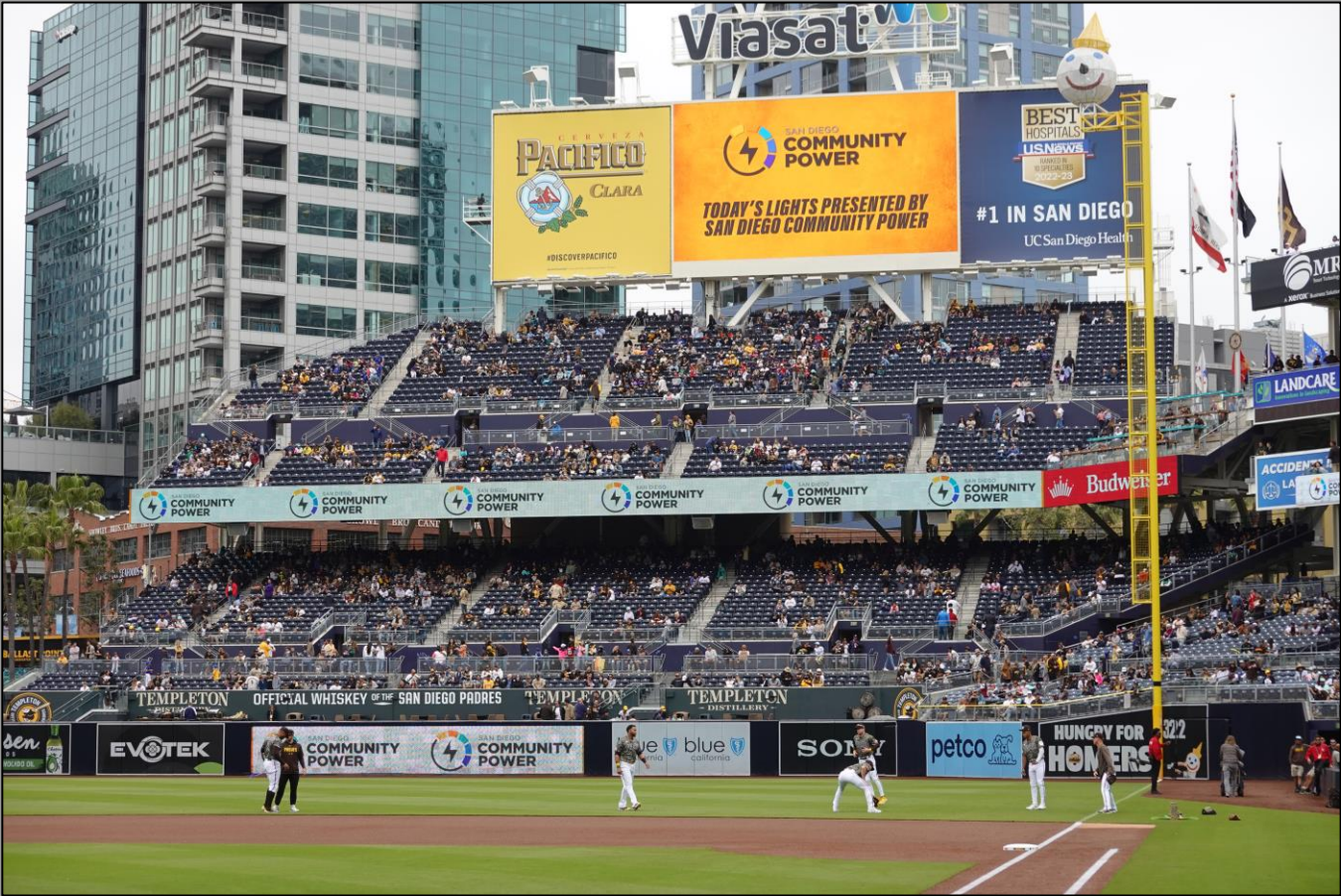


- **Total Exposures: 1,004**
- **Total Duration: 2 Hrs. 36 Min. 50 Sec.**
- **100% Media Value: \$1,055,657**





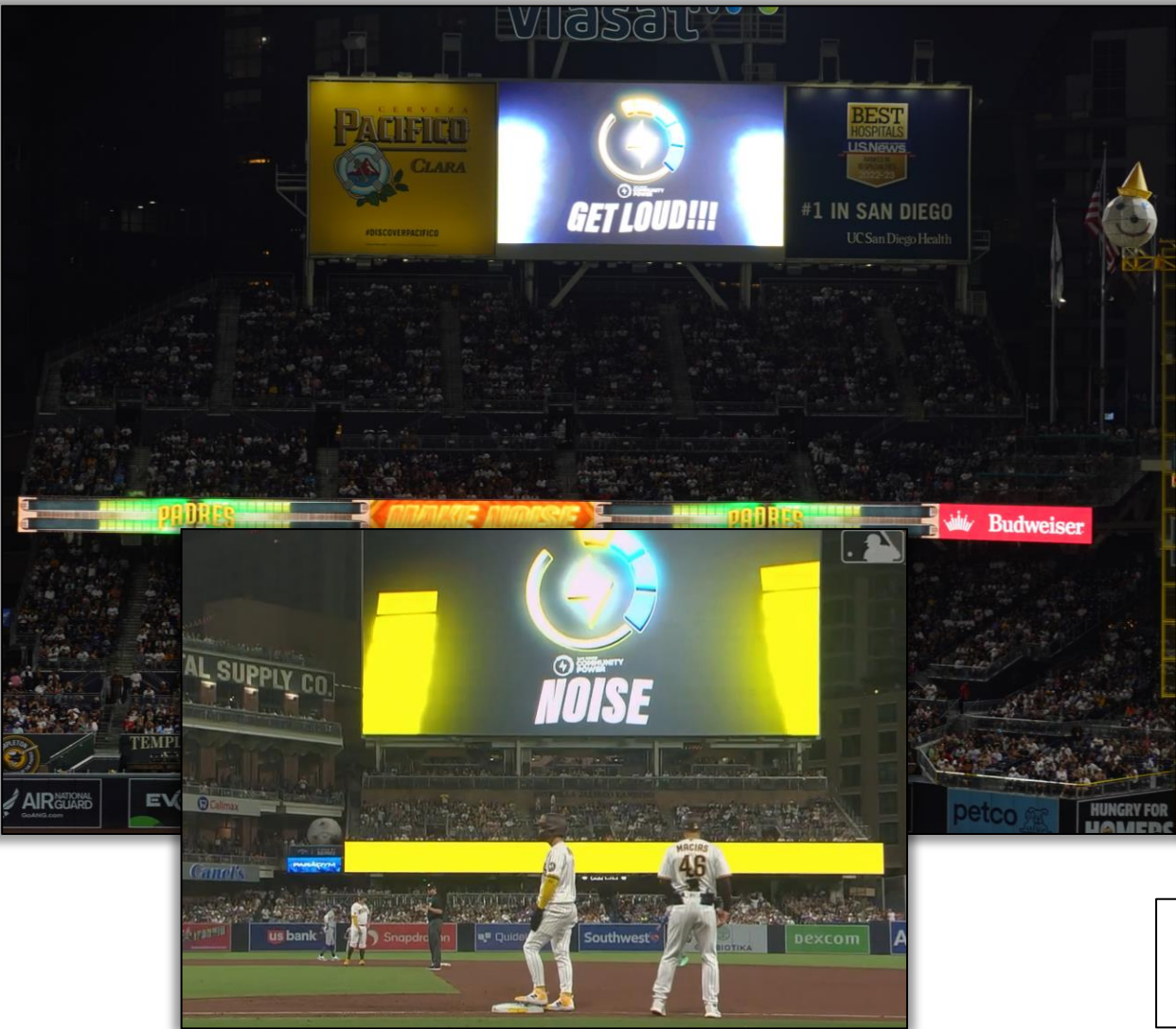
TONIGHT'S LIGHTS PRE GAME LED




➤ SD COMMUNITY POWER RECEIVED PRE-GAME TONIGHT'S LIGHT'S LED SIGNAGE DURING EVERY 2023 PADRES HOME GAME.



SD COMMUNITY POWER CROWD NOISE METER















SD COMMUNITY POWER RECEIVED CROWD NOISE METER IN GAME TRIGGER DURING THE 2023 SEASON.



**June Gloom is (almost) gone and San Diego Community Power is here to help** with tips to help manage energy use during high heat so you can stay cool, reduce demand on the power grid and spend less on your energy bill.


Reduce energy and save money this summer:

Before 4 pm	Between 4 pm and 9 pm
 <p>“Pre-cool” your home by turning your A/C down to 72 degrees</p>	 <p>Set your A/C to 78 degrees, if health permits</p>
 <p>Charge electric vehicles</p>	 <p>Avoid using major appliances</p>
 <p>Charge mobile devices and laptops</p>	 <p>Turn off unnecessary lights</p>
 <p>Run dishwashers, washing machines and other major appliances</p>	 <p>Unplug unused electrical devices</p>
 <p>Set pool pumps to run in the early morning or late at night</p>	 <p>Use fans when possible</p>
 <p>Close blinds and drapes</p>	 <p>Limit time the refrigerator door is open</p>

Learn more at [sdcommunitypower.org](https://sdcommunitypower.org)

**6/27 Email**  
Total Mailed: 185,348  
Total Opens: 124,276  
Open Rate: 67.26%  
Total Clicks: 344  
Click Rate: 0.19%  
\*Average MLB Email Open rate 40%







San Diego Padres


Just now · 🌐


In partnership with [San Diego Community Power](#), the Padres are Power100 Champions!

On this #EarthDay, Petco Park will continue celebrating being the first stadium in the National League powered by 100% renewable and carbon free energy.



 Like

 Comment

 Share

> SD COMMUNITY POWER RECEIVED ONE (1) SOCIAL POST ON PADRES FACEBOOK EARTH DAY 4/22.

## PERFORMANCE SNAPBACK GIVEAWAY



- > SD COMMUNITY POWER SPONSORED THE PERFORMANCE HAT GIVEAWAY ON AUGUST 31ST. THE FIRST 40,000 PADRES FANS IN ATTENDANCE RECEIVED THE GIVEAWAY. THE PERFORMANCE HAT RECEIVED A TOTAL OF >\$210k MEDIA VALUATION.



# PRESS CONFERENCE



> SD COMMUNITY POWER HELD A PRESS CONFERENCE AT PETCO PARK SPOTLIGHTING NEW POWER 100 CHAMPIONS IN SAN DIEGO ON 8/31. CEO ERIK GREUPNER JOINED PRESS CONFERENCE ALONG WITH SDCP EXECUTIVES AND SAN DIEGO GOVERNMENT LEADERS.





- › *PADRES TICKET BANK 2023*
- › *PADRES VIP OPENING DAY PARTY*
- › *VIP PARTNERSHIP SUITE INVITE*
- › *PADRES PARTNERSHIP FANTASY CAMP*
- › *PADRES PARTNERSHIP SUMMIT INVITE*





# THANK YOU

**SERGIO DEL PRADO**

*Senior Vice President, Corporate Partnerships*

**EDDIE QUINN**

*Vice President, Partnership Services*

**RYAN THORVALDSEN**

*Director, Partnership Development*

**WILL GRANT**

*Manager, Partnership Services*



## **SAN DIEGO COMMUNITY POWER**

### **Staff Report – Item 15**

---

To: San Diego Community Power Board of Directors

From: Byron Vosburg, Chief Commercial Officer

Via: Karin Burns, Chief Executive Officer

Subject: Approval of Allocation from PG&E of GHG-Free Attributes from Diablo Canyon Nuclear Power Plant for 2025-2030

Date: December 12, 2024

---

### **RECOMMENDATION**

Recommendation to accept Community Power's allocation from PG&E of GHG-Free attributes from Diablo Canyon Nuclear Power Plant for 2025 through 2030 and authorize the Chief Executive Officer to execute the associated transaction confirmations via annual allocation processes, or as otherwise required.

### **BACKGROUND**

#### *Legislation*

During the 2022 legislative session, the state legislature passed Senate Bill (SB) 846 (Dodd), which was subsequently signed into law by Governor Newsom, extending the operation of the Diablo Canyon Nuclear Power Plant (DCPP). DCPP is a two-unit nuclear facility located in San Luis Obispo County and owned and operated by Pacific Gas & Electric (PG&E). Operations of the two units, which have a combined generation capacity of 2,240 megawatts, began in 1985 and were scheduled to be decommissioned in 2024 and 2025, respectively; however, SB 846 extends the operation of the DCPP until October 31, 2029 (Unit 1) and October 31, 2030 (Unit 2).

The primary rationale for the extension is to ensure reliability of the California electricity grid in the wake of the August 2020 extreme heat events that resulted in rotating outages. Several state agency reports and analysis identified potential capacity gaps if DCPP were to be decommissioned, as scheduled, without concurrently increasing the use of greenhouse gas (GHG)-emitting resources. Given the extension is intended to meet statewide reliability needs, SB 846 authorizes the costs to be collected through a non-bypassable charge applicable to the customers of all load-serving entities under the jurisdiction of the California Public Utilities Commission (CPUC), including San Diego Community Power ("Community Power").

## Regulatory Framework

On December 14, 2023, the CPUC adopted a decision<sup>1</sup> directing and authorizing extended operations at DCPD pursuant to SB 846 and ruling on implementation details. The Decision outlines several conditions to the approval of extended operations as well as other related processes and considerations. Relevant to Community Power, the Decision allocates the costs and benefits of extended DCPD operations among all load-serving entities (LSE) subject to the Commission's jurisdiction.

As mandated by SB 846, costs for extended operations will be borne by all ratepayers through a non-bypassable charge. The process for allocating costs to the LSEs within each IOU's territory is the Cost Allocation Mechanism (CAM), which is the method that was recommended by CalCCA and others, using the 12-month coincident demand methodology.

CalCCA and other parties argued that all ratepayers subject to the charge should also receive the benefits of continued operation. The Commission agreed it is fair and reasonable for the benefits to be allocated to all customers paying for extended operations and determined as follows:

- **Resource Adequacy (RA) Benefits (*automatically allocated*)**
  - Allocated Resource Adequacy (RA) benefits in the same manner as eligible costs (via CAM).
  - This decision recognizes that extending the RA credits for a 2,300 MW resource such as DCPD may have impacts on the RA market and, potentially, the Planning Reserve Margin established for LSEs in a future RA proceeding.
  - RA benefits are allocated to each IOU on the basis of 12-month coincident peak demand, then among each large IOU's LSEs.
  - RA benefits shall be allocated to LSEs by CPUC Energy Division as a load decrement using a process that mirrors the CAM process.
- **GHG-free Attributes Benefits (*voluntarily allocated*)**
  - PG&E shall offer to LSEs that are paying for extended operations of DCPD the ability to use their share of DCPD's GHG-free attributes for their power content label.
  - The existing process for voluntarily offering the GHG attributes of certain resources to LSEs, as adopted in D.22-06-066, will be used as a model.
    - PG&E should modify its Bundled Procurement Plan (BPP) Appendix P to accommodate an annual allocation and offer process for DCPD as a stand-alone specified resource.
    - PG&E will receive percentage allocations from the CPUC by November each year.

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<sup>1</sup> <https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M521/K496/521496276.PDF>

- PG&E will reach out to LSEs to determine whether they will accept their allocation by January 1 of the year in which the allocations occur.
- There will be no additional cost to the LSE for accepting the voluntary GHG-free attributes.
- Unclaimed allocations, if any, would be unused for that delivery year and would not be reported on any individual LSE power content label or other communications.

Per the process adopted by the CPUC, Community Power has the option to accept its allocation of the GHG-free attributes of DCPD based on load share for reporting on the Power Content Label, which is considered below.

## ANALYSIS AND DISCUSSION

While evaluating this opportunity, staff are mindful that Community Power customers will be paying for a share of continued operation of DCPD, regardless of the decision to voluntarily accept the GHG-free attributes, through a non-bypassable charge paid by all ratepayers. This election will have no impact on the output or operations of DCPD, nor will it impact the direct costs that customers contribute to DCPD. That said, accepting this GHG-free nuclear allocation to offset other GHG-free purchases that Community Power may otherwise make would offer significant potential savings to Community Power's customers. Consistent with state agency reporting requirements and Community Power's focus on transparency, including this allocation in Community Power's Power Content Label would result in a material reduction in GHG emissions intensity in the PowerOn and PowerBase portfolios of approximately 20%.

Although Community Power has yet to receive official load share ratios or GHG-free allocation percentages from PG&E, staff estimates Community Power's allocation of DCPD annual output could be between 4% and 6% of its annual base-load generation. A mid-point of this allocation volume from PG&E would be approximately 900,000 MWh per year of GHG-free nuclear generation.

By allocating a roughly equal percentage to the PowerOn and PowerBase products, Community Power would lower the Greenhouse Gas (GHG) emission intensity of both portfolios. Below is an illustrative mock-up of a hypothetical 2025 Community Power Power Content Label (PCL) with the GHG-free allocation accepted.

~ Hypothetical 2025 POWER CONTENT LABEL ~										
San Diego Community Power										
<a href="https://sdcommunitypower.org/resources/key-documents/">https://sdcommunitypower.org/resources/key-documents/</a>										
Greenhouse Gas Emissions Intensity (lbs CO <sub>2</sub> e/MWh)					Energy Resources	2025 SDCP PowerOn Power Mix	2025 SDCP PowerBase Power Mix	2025 SDCP Power100 Power Mix	2025 SDCP Power100 Green Plus Power Mix	2023 CA Power Mix
2025 SDCP PowerOn Power Mix	2025 SDCP PowerBase Power Mix	2025 SDCP Power100 Power Mix	2025 SDCP Power100 Green Plus Power Mix	2023 CA Utility Average	Eligible Renewable <sup>1</sup>	54.0%	47.0%	100.0%	100.0%	36.9%
383	506	0	0	373	Biomass & Biowaste	5.3%	5.4%	0.0%	0.0%	2.1%
					Geothermal	0.0%	0.0%	0.0%	0.0%	4.8%
					Eligible Hydroelectric	0.2%	0.4%	0.0%	0.0%	1.8%
					Solar	27.1%	20.3%	50.0%	50.0%	17.0%
					Wind	21.4%	20.9%	50.0%	50.0%	11.2%
					Coal	0.0%	0.0%	0.0%	0.0%	1.8%
					Large Hydroelectric	0.0%	0.0%	0.0%	0.0%	11.7%
					Natural Gas	0.0%	0.0%	0.0%	0.0%	36.6%
					Nuclear	11.5%	12.0%	0.0%	0.0%	9.3%
					Other	0.0%	0.0%	0.0%	0.0%	0.1%
					Unspecified Power <sup>2</sup>	34.5%	41.0%	0.0%	0.0%	3.7%
					TOTAL	100.0%	100.0%	100.0%	100.0%	100.0%
					Percentage of Retail Sales Covered by Retired Unbundled RECs <sup>3</sup> :	5%	5%	0%	0%	
					<sup>1</sup> The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology. <sup>2</sup> Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source. <sup>3</sup> Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above. The unbundled RECs retired in association with SDCP's portfolio were produced by an eligible renewable wind resource. SDCP received these RECs from SDG&E via a state-approved allocation process. The RECs were generated by a legacy renewable energy project built before the state's location-based renewable energy law took effect. For additional information, please reach out via email at <a href="mailto:info@sdcommunitypower.org">info@sdcommunitypower.org</a> .					
					For specific information about this electricity portfolio, contact:	San Diego Community Power 1 (888) 382-0169				
					For general information about the Power Content Label, visit:	<a href="https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program">https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program</a>				

Community Power, by accepting the PG&E DCPD allocation of GHG-free nuclear generation for calendar year 2025, could forgo purchasing GHG-free large hydro generation. Because there isn't a procurement cost to Community Power for accepting this DCPD allocation, using it to replace Community Power's current 5% GHG-free generation target in the PowerOn and PowerBase products would save approximately \$12,000,000 in energy procurement costs per year while significantly reducing the GHG intensity of both the PowerOn and PowerBase portfolios. CPUC rulings preclude Community Power from reselling this allocation, and bilateral markets for GHG-free hydropower and in-state GHG-free nuclear power are dynamic and opaque, but staff estimate the market value of 900,000 MWh to be approximately \$10,000,000 to \$12,000,000 per year. If Community Power were to purchase the same volume of GHG-free large hydroelectric power to effectuate similar reductions in GHG intensity, staff estimate the cost to be between \$23,000,000 and \$27,000,000 for the same term.

Staff therefore recommend that the SDCP Board of Directors approve Community Power's acceptance of PG&E's allocation of DCPD GHG-free attributes for 2025 through 2030 and authorize the Chief Executive Officer to execute the associated transaction confirmations via annual allocation processes, or through another mechanism as may be required.

## AD-HOC COMMITTEE AND/OR SUBCOMMITTEE REVIEW

The Community Advisory Committee heard this item on December 5, 2024, and voted 5 in favor, 3 dissenting, and 1 abstention to recommend that the Community Power Board of Directors approve Community Power's acceptance of PG&E's allocation of DCPD

GHG-free attributes for 2025 through 2030 and authorize the Chief Executive Officer to execute the associated transaction confirmations via annual allocation processes, or through another mechanism as may be required.

Committee Member Andersen expressed reservations about approving this item because in his opinion nuclear power is not a GHG-free resource when considering impacts from construction, transmission, and uranium mining. Also concerned it is not clean energy, which misaligns with the mission of Community Power.

Committee Member Jahns was initially against approving this item because he felt he needed additional time to review such an important item.

Committee Member Hoyt echoed the sentiments of his colleagues and was not comfortable with supporting nuclear energy.

Committee Member Castañeda also echoed her colleagues' comments.

### **FISCAL IMPACT**

When coupled with a reduction in Community Power GHG-free hydroelectric purchases, this allocation would allow SDCP to forgo previously expected procurement costs of approximately \$10,000,000 to \$12,000,000 per year.

### **ATTACHMENTS**

N/A



## **SAN DIEGO COMMUNITY POWER**

### **Staff Report – Item 16**

---

To: San Diego Community Power Board of Directors

From: Lucas Utouh, Senior Director of Data Analytics and Customer Operations  
Aaron Lu, Rates and Strategy Manager

Via: Karin Burns, Chief Executive Officer

Subject: Update on 2025 Projected Rate Changes

Date: December 12, 2024

---

### **RECOMMENDATION**

Receive and file an update on SDCP's 2025 projected rate changes.

### **BACKGROUND**

As San Diego Community Power (SDCP) prepares to develop and propose rates for 2025, it is critical to understand current San Diego Gas and Electric (SDG&E) generation and the Power Charge Indifference Adjustment (PCIA) rates – as both SDG&E bundled and PCIA rates play a role in the SDCP rate setting process, particularly as it relates to SDCP's competitiveness. SDCP's Board of Directors last adjusted SDCP commodity/generation rates on January 18, 2024, and those rates came into effect as of February 1, 2024. SDCP's Board of Directors also adopted Power100 Green-e Certified and PowerBase services that came into effect as of July 1, 2024.

### **ANALYSIS AND DISCUSSION**

#### *Rate Setting Process*

SDCP will establish rates sufficient to recover all costs related to operations of our service and the Board of Directors has the ultimate responsibility for setting the electric generation rates for SDCP's customers. The Chief Executive Officer, in cooperation with Staff and appropriate advisors, consultants, and committees of the Board, is responsible for developing proposed rates for the Board to consider before finalization. For SDCP to be fiscally sustainable, the final approved rates should, at a minimum, meet the annual

revenue requirements developed by SDCP, including any reserves or coverage requirements set forth in policy and/or loan covenants/debt service. The Board has the flexibility to consider rate adjustments, provided that the overall revenue requirement is achieved.

In alignment with the Rate Development Policy, adopted by the Board of Directors on November 17, 2022, SDCP considers the following objectives in its rate setting framework:

- Cost Recovery,
- Reserves,
- Rate Competitiveness and Customer Value,
- Rate Stability,
- Equity Among Customers,
- Rate Structure Simplicity and Comparability,
- Transparency,
- Avoidance of Cost Shifting, and
- Cost of Service.

Additionally, per previous Board direction, SDCP staff will, if possible, recommend rates that remain competitive with SDG&E service.

It is important to note rates are made up of several components, only one of which SDCP has control over, i.e., SDCP's generation rate. The chart below is an example of a current rate tariff composition for a residential customer to illustrate the various components that affect rates and make up a total customer bill. Staff tracks the changes to the PCIA rate, as it is the above market cost of power associated with SDG&E's portfolio that both SDG&E's bundled customers and SDCP's customers, who have departed SDG&E commodity service, pay and can affect SDCP's overall headroom or competitiveness. Above market refers to expenditures for generation resources that cannot be fully recovered through sales of these resources at current market prices.

#### Time of Use – TOUDR-Residential

Residential: TOUDR	SDG&E 44.8% Renewable	SDCP PowerBase 45% Renewable	SDCP PowerOn 54.2% Renewable + 12.8% Carbon Free	SDCP Power100 100% Renewable
Generation Rate (\$/kWh)	\$0.13878	\$0.12997	\$0.14690	\$0.15690
SDG&E Delivery Rate (\$/kWh)	\$0.25528	\$0.25525	\$0.25525	\$0.25525
SDG&E PCIA (\$/kWh)	\$0.00207	\$0.00727	\$0.00727	\$0.00727
Franchise Fees (\$/%)	\$0.00435	\$0.00435	\$0.00435	\$0.00435
Total Electricity Cost (\$/kWh)	\$0.40048	\$0.39684	\$0.41377	\$0.42377
Average Monthly Bill (\$)	<b>\$150.98</b>	<b>\$149.61</b>	<b>\$155.99</b>	<b>\$159.76</b>

Average Monthly Usage: 377kWh

### *2025 Rates Timeline*

SDCP, like most Community Choice Aggregators (CCAs), usually adjusts rates annually or in response to utility rate adjustments. There is a very narrow window of time between when SDG&E sets their 2025 rates and when SDCP needs updated rates available for 2025. The expected schedule for SDCP's rate setting is as follows:

- May 15, 2024: SDG&E filed its 2025 Energy Resource Recovery Account (ERRA) forecast application.
- May 30, 2024: SDCP's Board of Directors adopted Power100 Green-e Certified and PowerBase services, that came into effect as of July 1, 2024.
- October 21, 2024: SDG&E filed its Updated 2025 ERRA forecast application.
- November 15, 2024: SDG&E filed Advice Letter 4548-E: Annual Electric Regulatory Account Update and Preliminary January 1, 2025 Rates Outlook.
- December 5 and 12, 2024: SDCP staff briefed its Community Advisory Committee and Board of Directors of SDG&E's 2025 projected and PCIA rates changes.
- December 30, 2024: SDG&E is expected to file its advice letter for Consolidated Filing to Implement January 1, 2025 Electric Rates.
- January 1, 2025: SDG&E's expected effective date of implementation of its delivery and generation rates as well as the PCIA.
- January 9 and 16, 2025: SDCP staff presents SDCP's 2025 projected rate changes to the Community Advisory and Finance Risk Management committees.
- January 23, 2025: SDCP Board adopts 2025 rates, effective on February 1, 2025.

### *2025 Bundled & PCIA Rates Projections*

Based on SDG&E's October 2025 Updated forecast application, the projected bundled system average generation rates were expected to increase by 0.07% as of January 1, 2025. On November 15, 2024, SDG&E filed a regulatory account update advice letter which adjusted their projected bundled system average generation rates to increase by 6.20%. SDG&E attributes bundled system average generation rates increase in 2025 primarily to actualization of balancing account projections and impacts from the General Rate Case.

Recent bundled generation rate changes and these projections are articulated in the table below.

Customer Class	SDG&E Avg. Commodity Rate (\$/kWh)						SDG&E Avg. Commodity Rate Change (%)			
	1/1/2023	1/1/2024	3/1/2024	10/1/2024*	1/1/2025**	1/1/2025***	1/1/2023 - 1/1/2024	1/1/2024 - 3/1/2024	3/1/2024 - 10/1/2024	10/1/2024 - 1/1/2025
Residential	0.1967	0.1514	0.1517	0.1517	0.1519	0.1622	-23.03%	0.19%	0.00%	6.96%
Small Commercial	0.1742	0.1283	0.1285	0.1285	0.1288	0.1385	-26.34%	0.19%	0.00%	7.78%
M/LC&I	0.2039	0.1578	0.1581	0.1581	0.1578	0.1660	-22.61%	0.18%	0.00%	5.04%
Agricultural	0.1455	0.1120	0.1122	0.1122	0.1116	0.1174	-23.00%	0.18%	0.00%	4.61%
Lighting	0.1286	0.0991	0.0993	0.0993	0.0995	0.1063	-22.92%	0.19%	0.00%	7.07%
System Total	0.1947	0.1499	0.1502	0.1502	0.1503	0.1595	-23.03%	0.19%	0.00%	6.20%

\* SDG&E 10/1/2024 rate change did not revise commodity rates and PCIA

\*\* SDG&E proposed 1/1/2025 rates from Oct. 2025 ERRRA Update, filed 10/21/2024.

\*\*\* SDG&E proposed 1/1/2025 rates from Nov. Consolidated Rates Filing, filed 11/15/2024.

Based on our high-level forecasts, SDCP is expecting to see a decrease in PCIA rates for all vintages relevant to SDCP customers, including Vintage Year 2020 (Phase 1 & 2 customers), Vintage Year 2021 (Phase 3 customers), and Vintage Year 2022 (Phase 4 customers).

If approved by the CPUC before this year ends, SDGE's projected bundled generation rate increases and PCIA changes are expected to be effective as of January 1, 2025.

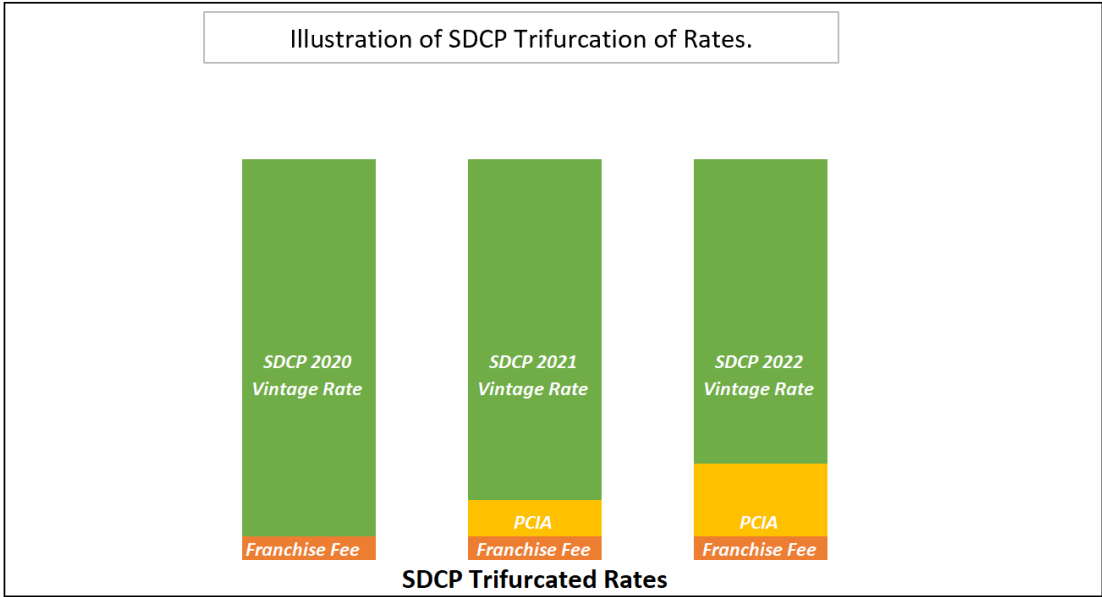
### 2025 Rate Setting Mechanics

In accordance with SDG&E's definition of load transfer from bundled service to SDCP's service per Schedule CCA-CRS, our Phase 1 and 2 customers' Vintage Year is 2020, our Phase 3 customers' Vintage Year is 2021, and our Phase 4 customers' Vintage Year is 2022. Vintaging denotes the year during which SDG&E recognizes the transition of our customers from bundled service into our service and creates a mechanism for the assessment of PCIA rate.

### Next Steps

Staff will continue to monitor all updates from SDG&E/CPUC throughout the remainder of the year and into 2025 to be able to better analyze and recommend rate changes that are reflective of all the inputs articulated in CPUC's decision(s). Staff expects to present rates to the SDCP Board for adoption at the January 23, 2025 meeting that both meet the revenue and prudent reserve needs of SDCP as well as maintain value for our customers.

As a result of the material deltas expected between PCIA rates for Vintage Years 2020, 2021, and 2022, staff will also recommend to the Board to continue to trifurcate three sets of rates for 2025 during the January 2025 Board meeting. This trifurcation will maintain a fair, equitable, and balanced rate structure that does not create winners and losers across our customers with differing vintage years as illustrated below.



**COMMITTEE REVIEW**

This item was presented to the Community Advisory Committee on December 5, 2024.

**FISCAL IMPACT**

N/A

**ATTACHMENTS**

N/A





## SAN DIEGO COMMUNITY POWER Staff Report – Item 17

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To: San Diego Community Power Board of Directors

From: Jen Lebron, Director of Public Affairs

Via: Karin Burns, Chief Executive Officer

Subject: Approval of the Marketing Community Initiative Partnership with TEGNA through December 31, 2025, in an amount not to exceed \$174,044, and authorize the Chief Executive Officer to execute the agreement.

Date: December 12, 2024

---

### RECOMMENDATION

Approve TEGNA Marketing Community Initiative Partnership Agreement for a not to exceed amount of \$174,044 for messaging strategy, video production, long-form interviews, & digital support services, and authorize the Chief Executive Officer to execute the agreement.

### BACKGROUND

San Diego Community Power (Community Power) is seeking to partner with San Diego's most-watched local media outlet that can publicize and align Community Power with a cause-related community campaign. Community Power would like to execute a fully integrated campaign with both promotional and news elements. TEGNA, which owns local television station KFMB-TV/CBS 8, can provide a media strategy and assets that will spotlight Community Power and its benefits to both the greater community and to organizations that are working to tackle local issues such as the housing crisis, food insecurity, and inflationary pressures.

### ANALYSIS AND DISCUSSION

Staff recommends executing this TEGNA Marketing Community Initiative Partnership Agreement to allow Community Power to spread the word about its service to the community and opportunities to highlight program offerings that support customers.

As part of its Community Initiative Partnership, Community Power will be the primary sponsor of segments that feature nonprofits in the region that are supporting communities of concern and making a positive impact on the region at large.

Some of the deliverables as part of the agreement include:

- Long-form segments that explain what Community Power is and how it is making an impact on San Diegans
- 30- and 15-second advertisements that encourage customers to take advantage of Community Power benefits that will air on San Diego CBS and CW affiliate television stations and streaming services
- A 30-minute special CBS8+, a streaming service
- Promos for the special
- CBS8.com Home Page Take Over
- Billboards

TEGNA estimates that the package will provide more than 10 million impressions through paid media opportunities before taking into account viewership of earned media opportunities.

Community Power and TEGNA entered into its first partnership in January 2024 with the agreement set to expire on Dec. 31, 2024. Over the course of the partnership, Community Power has had more than 14 million impressions across platforms.

TEGNA owns 64 news brands in 51 markets, including CBS8 and the CW in San Diego, making it one of the largest and geographically diverse broadcasters in the U.S. TEGNA is also the largest owner of “Big Four” affiliates in the top 25 markets among independent station groups and reach approximately 40 percent of all TV households nationwide.

The partnership provides a unique opportunity for Community Power to greatly expand its marketing reach while supporting a local media outlet.

## **FISCAL IMPACT**

The cost of this Agreement through December 28, 2025, is \$174,044.

## **ATTACHMENTS**

Attachment A: TEGNA Community Partnership KFMB Scope of Work

# ITEM 17

## ATTACHMENT A

## MARKETING COMMUNITY INITIATIVE PARTNERSHIP SCOPE OF WORK

### OVERVIEW

San Diego Community Power and TEGNA will partner together to spotlight SDCP and the benefits to the greater community and organizations that are working to tackle issues such as food insecurity, housing crisis and inflationary pressures.

### BUSINESS OBJECTIVES THIS YEAR

- Partner with a strong local media/TV outlet to publicize, brand and align with a cause related community campaign.
- Execute a fully integrated campaign with both promotional and news elements.

### COMMUNITY AWARENESS

*January 2025 – December 2025 (Broadcast 12/30/24-12/28/25)*

*Focus is on community awareness and engagement. Specifically, we will look to tell the stories of organizations that are working to help the San Diego community at large.*

#### *Deliverables*

#### **1. Messaging Strategy**

In Content Franchise Open Working For Our Community-:05 Billboards	52x
San Diego Living Production Long Form Segments 2:30 – SDCP final approval before air	4x
KFMB Production :30 – SDCP final approval before air	4x
KFMB Production :15 – SDCP final approval before air	4x
San Diego Living 2:30 to air CBS/CW	24x
:30 to air on CBS/CW	357x
:15 to air on CBS/CW	135x
Working For You 30-minute special CBS8+	3x
Working For You Promos	180x
Premion Streaming :30	1,445,783
Audience Marketplace retargeting :15	210,526
CBS8+ 30 Minute Special posted	n/a
CBS8+ production of SDCP intro segment if desired-	1x
CBS8.com Home Page Take Over	6x
CBS8.com Pre-roll	210,526

#### **2. Video Production**

Based on the messaging strategy, KFMB Stations will subsequently develop one (1) :05 second video franchise open for Working For Our Community weekly news, (4) :30's and (4) :15's-(one per quarter as needed for messaging). KFMB will also produce six (3) thirty-minute specials between January 2025 and December 2025. All news editorial content will air at the sole discretion of the KFMB stations content team.

3. Long-Form Interviews

TEGNA will pre-record and coordinate details for twelve (4) versions of San Diego Living Segments to spotlight grant recipient organizations. These 2:30 broadcast TV segments will be pre-recorded and includes final approval by SDCP prior to airing.

4. Digital Support

TEGNA will execute twelve (6) home page takeovers during the campaign. SDCP will provide creative per TEGNA specs provided separately. If needed KFMB Stations can produce creative with SDCP final approval to run for the duration of the campaign.

## INVESTMENT

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The investment for KFMB Station's marketing services as outlined in this scope of work is as follows:

- Total Inclusive Program Investment: \$175,044 Gross, \$148,787.40 net

Annual sponsorship includes first right of refusal by 11/1/2025 for 2026.

## AUTHORIZATION

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The below parties agree to the deliverables and terms outlined in this scope of work.

**For SDCP:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**For TEGNA:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title