AGENDA

Regular Meeting
Board of Directors

Thursday, August 27, 2026
5:00 p.m.

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

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, Board members may also attend and participate virtually in the meeting, pursuant to the Brown Act (Gov. Code § 54953). As a convenience to the public, San Diego Community Power provides a Zoom teleconference 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 virtually attending the meeting), 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 members of the public include their 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 chairperson. Comments may be provided in one of the following ways:

1. Oral comments during a meeting. Anyone attending in person who wishes 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. When participating in a Zoom video conference by computer or mobile phone, use the "Raise Hand" feature. This will notify the moderator that a member of the public wishes to speak during a specific item on the agenda or during the non-agenda public comment period. Members of the public will not be shown on video but will be able to speak when called upon. When participating in the meeting using the Zoom dial-in number, press *9 to request to speak. Comments will be limited to three minutes.

2. Written Comments. Written public comments must be submitted prior to the start of the meeting to ClerkOfTheBoard@SDCommunityPower.org. Members of the public are asked to indicate a specific agenda item when submitting comments. All written comments received prior to the meeting will be provided to members of the Board. At the discretion of the chairperson, the first 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 become part of the public record.

If members of the public have any materials to be distributed to the Board, they should be sent to ClerkOfTheBoard@SDCommunityPower.org, who will distribute the information to Board members.

The public may participate using the following remote options:

Teleconference Meeting Webinar

sdcommunitypower-org.zoom.us/j/94274587066

Telephone (audio only) 669-900-6833 or 346-248-7799 | Webinar ID: 94274587066

WELCOME

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

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 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 June 25, 2026, Meeting Minutes
2. Receive and File Programs Update
3. Receive and File Power Services Update
4. Receive and File Customer Operations Update
5. Receive and File IT and Data Analytics Update
6. Receive and File Human Resources Update
7. Receive and File Marketing, Public Relations, and Local Government Affairs Update
8. Receive and File Treasurer's Report for Ten-Month Period Ending April 30, 2026
9. Receive and File Treasurer's Report for 11-Month Period Ending May 31, 2026
10. Receive and File Community Advisory Committee Monthly Update
11. Receive and File Regulatory and Legislative Affairs Update
12. Adoption of Resolution No. 2026-11, approving a revision to the San Diego Community Power's Conflict of Interest Code
13. Adoption of Resolution No. 2026-12, Approving Acting Pay Policy
14. Approve a contract for the Commercial Energy Assistance Program (CEAP) with California Green Business Council, for a not-to-exceed amount of $249,987 over twenty-four months and Authorize the Acting Chief Executive Officer to Execute Contract

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.

15. Quarterly Community Advisory Committee Report

Recommendation: Receive and File Quarterly Community Advisory Committee Report

16. Vehicle-Grid Integration Update

Recommendation: Receive and File Community Power's Vehicle-Grid Integration strategy and initiatives Update

17. San Diego Community Power Data Center Load Integration Guidelines

Recommendation: Approval of the **Data Center Load Integration Guidelines**, a working framework to guide San Diego Community Power's (Community Power) engagement with data center electrical loads defined as high-density, non-interruptible, near-constant electric load, typically 20+ megawatts (MW), requiring dedicated long-term capacity planning

18. 2025 Power Source Disclosure & Power Content Label (PCL); and Adoption of Resolution No. 2026-13, Approving the Submission and Attesting to the Accuracy of Community Power's 2025 Power Source Disclosure Annual Reports for PowerBase, PowerOn, Power100, and Power100 Green+

Recommendation: Adoption of Resolution 2026-13 approving the submission and attesting to the accuracy of Community Power's 2025 Power Source Disclosure annual reports for PowerBase, PowerOn, Power100, and Power100 Green+

ACTING 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.

BOARD OF DIRECTORS 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.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Government Code section 54956.9(d)(2): Two matters

2. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6

Agency designated representative(s): Veera Tyagi, General Counsel
Unrepresented employee(s): Acting Chief Executive Officer

OPEN SESSION

ROLL CALL

REPORT FROM CLOSED SESSION

19. Approve First Amendment to Employment Agreement of Chief Operating Officer

Recommendation: Approve First Amendment to Employment Agreement of Chief Operating Officer

ADJOURNMENT

The Board of Directors will adjourn until the next regular meeting scheduled for Thursday, September 24, 2026, at 5 p.m.

Compliance with the Americans with Disabilities Act

Community Power Board of Directors meetings comply with the Americans with Disabilities Act. Individuals with a disability who require a modification or accommodation, including auxiliary aids or services, to participate in the public meeting may contact 888-382-0169 or ClerkOfTheBoard@SDCommunityPower.org. Requests for disability-related modifications or accommodations require varying 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 Meetings and Agendas - San Diego Community Power. Late-arriving documents related to Board meeting items are distributed to Members prior to or during the Board meeting and are available for public review as required by law.

Public records, including agenda-related documents, can be requested electronically from ClerkOfTheBoard@SDCommunityPower.org or by mailing San Diego Community Power, Attn: Clerk of the Board, 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 to arrange an appointment.

SAN DIEGO COMMUNITY POWER

SAN DIEGO COMMUNITY POWER

BOARD OF DIRECTORS
Regular Meeting Minutes
June 25, 2026

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

WELCOME

CALL TO ORDER

Vice Chair Yamane called the Community Power Board of Directors regular meeting to order at 5:00 p.m.

ROLL CALL

PRESENT: Chair Lawson-Remer, County of San Diego (Arrived at 5:34 p.m.); Vice Chair Yamane, City of National City; Director Elo-Rivera; City of San Diego; Director Fisher, City of Imperial Beach; Director San Antonio, City of Encinitas; Director Suzuki, City of La Mesa; and Alternate Director Preciado, City of Chula Vista

ABSENT: None

Staff Present: Acting Chief Executive Officer Clark; General Counsel Tyagi; Senior Director of Finance and Risk Manglicmot; Clerk of the Board Hernandez; and Executive Assistant Saragosa

PLEDGE OF ALLEGIANCE

Director San Antonio led the Pledge of Allegiance.

LAND ACKNOWLEDGMENT

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

ITEMS TO BE ADDED, WITHDRAWN OR REORDERED ON THE AGENDA

Clerk of the Board Hernandez announced that introductions of new staff would be removed from tonight's agenda.

SPECIAL PRESENTATIONS

Vice Chair Yamane presented proclamations to outgoing Community Advisory Committee Members David Harris, City of La Mesa; Tara Hammond, City of Encinitas; Lawrence Emerson, City of National City; and Matthew Vasilakis, City of San Diego.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

1. **Approve May 28, 2026, and June 18, 2026, Meeting Minutes**

2. **Receive and File Programs Update**

3. **Receive and File Power Services Update**

4. **Receive and File Customer Operations Update**

5. **Receive and File IT and Data Analytics Update**

6. **Receive and File Human Resources Update**

7. **Receive and File Marketing, Public Relations, and Local Government Affairs Update**

8. **Receive and File Treasurer's Report for Nine-Month Period Ending March 31, 2026**

9. **Receive and File Regulatory and Legislative Affairs Update**

10. **Adoption of Resolution 2026-09, approving San Diego Community Power's 2026 Integrated Resource Plan (IRP)**

11. **Update on the California Energy Commission's Equitable Building Decarbonization Direct Install Program**

There were no public comments on Consent Item Nos. 1-11.

Motioned by Director Suzuki and seconded by Director San Antonio to approve Consent Calendar Item Nos. 1-11. The motion carried 6/0 as follows:

AYES:	Vice Chair Yamane, Directors Elo-Rivera, Fisher, San Antonio Suzuki, and Alternate Director Preciado
NOES:	None
ABSTAINED:	None
ABSENT:	Chair Lawson-Remer

REGULAR AGENDA

12. Public Hearing on the Status of Vacancies, Recruitment and Retention Efforts

Vice Chair Yamane opened the public hearing.

Mr. Manglicmot presented an overview on the Status of Vacancies, Recruitment and Retention Efforts.

There were no public comments on Item No. 12.

Vice Chair Yamane closed the public hearing.

After Board member comments and questions, motioned by Alternate Director Preciado and seconded by Director Suzuki to hold a public hearing, receive comments, and accept report on the status of Community Power employee vacancy rates and recruitment and retention efforts. The motion carried 6/0 as follows:

AYES:	Vice Chair Yamane, Directors Elo-Rivera, Fisher, San Antonio Suzuk, and Alternate Director Preciado
NOES:	None
ABSTAINED:	None
ABSENT:	Chair Lawson-Remer

13. Adoption of Resolution No. 2026-10, approving the FY 2026-2027 Operating Budget, the FY 2026-2027 Capital Budget, and the FY 2027-2031 Capital Investment Plan

Mr. Manglicmot presented an overview of the FY 2026-2027 Operating Budget, the FY 2026-2027 Capital Budget, and the FY 2027-2031 Capital Investment Plan.

There were no public comments on Item No. 13.

After Board member comments, motioned by Director Suzuki and seconded by Director San Antonio to Adopt Resolution No. 2026-10, approving the FY 2026-2027 Operating Budget, the FY 2026-2027 Capital Budget, and the FY 2027-2031 Capital Investment Plan. The motion carried 6/0 as follows:

AYES:	Vice Chair Yamane, Directors Elo-Rivera, Fisher, San Antonio Suzuk, and Alternate Director Preciado
NOES:	None
ABSTAINED:	None
ABSENT:	Chair Lawson-Remer

14. Approve 15-Year Renewable Power Purchase Agreements with SunZia Wind North LLC and SunZia Wind South LLC for 25 MW of wind products in substantially final form and authorize the Acting Chief Executive Officer to execute the agreement

Andrea Torres provided an overview of the 15-Year Renewable Power Purchase Agreements with SunZia Wind North LLC and SunZia Wind South LLC.

There were no public comments on Item No. 14.

After Board member comments and questions, motioned by Director Suzuki and seconded by Alternate Director Preciado to approve 15-Year Renewable Power Purchase Agreements with SunZia Wind North LLC and SunZia Wind South LLC for 25 MW of wind products in substantially final form and authorize the Acting Chief Executive Officer to execute the agreements. The motion carried 6/0 with one abstention as follows:

AYES:	Vice Chair Yamane, Directors Elo-Rivera, Fisher, San Antonio Suzuki, and Alternate Director Preciado
NOES:	None
ABSTAINED:	Chair Lawson-Remer
ABSENT:	None

15. Approve the proposed 9-Year Renewable Power Purchase Agreement ("PPA") with Kumeyaay Wind LLC for 50 MWs of wind product in substantially final form and authorize the Acting Chief Executive Officer to execute the agreement

Andrea Torres provided an overview of the proposed 9-Year Renewable Power Purchase Agreement ("PPA") with Kumeyaay Wind LLC for 50 MWs of wind product in substantially final form and authorize the Acting Chief Executive Officer to execute the agreement.

There were no public comments on Item No. 15.

After Board member comments and questions, motioned by Vice Chair Yamane and seconded by Director Elo-Rivera to approve 9-Year Renewable Power Purchase Agreement ("PPA") with Kumeyaay Wind LLC for 50 MWs of wind product in substantially final form and authorize the Acting Chief Executive Officer to execute the agreement. The motion carried 7/0 as follows:

AYES: Chair Lawson-Remer, Vice Chair Yamane, Directors Elo-Rivera, Fisher, San Antonio Suzuki, and Alternate Director Preciado
NOES: None
ABSTAINED: None
ABSENT: None

ACTING CHIEF EXECUTIVE OFFICER REPORT

None.

DIRECTOR COMMENTS

None.

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**
Government Code section 54956.9(d)(2): One matter

2. **CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION** 54957.6

Agency designated representative(s): Law Firm of Best, Best & Krieger
Unrepresented employee(s): General Counsel

3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957**

Title: Chief Executive Officer

4. **PUBLIC EMPLOYEE APPOINTMENT PURSUANT TO GOVERNMENT CODE SECTION 54957**

Title: Acting Chief Executive Officer

The Board Convened to Closed Session at 5:45 p.m.

The Board Reconvened to Open Session at 8:34 p.m.

REPORT FROM CLOSED SESSION

Special Legal Counsel Norvell reported that the Board met in Closed Session to consider Item Nos. 1-4.

In terms of Closed Session Item No. 4, motioned by Director Suzuki and seconded by Vice Chair Yamane to appoint Jack Clark as Acting Chief Executive Officer. There were no reportable actions on Closed Session Item Nos 1-3.

16. Approve Second Amendment to Employment Agreement for General Counsel

Special Legal Counsel Norvell provided a verbal summary and shared that under the General Counsel's employment agreement, it requires performance evaluation annually of the General Counsel. As the process having been completed, the Board negotiated with the General Counsel and is now considering a second amendment to the General Counsel employment agreement to provide a 4 percent merit increase in salary, bringing the General Counsel's total base salary to $440,704.97 effective as of July 1, 2026.

There were no public comments on Item No. 16.

Motioned by Director Suzuki and seconded by Director San Antonio to approve Second Amendment to General Counsel Employment Agreement. The motion carried 7/0 as follows:

AYES:	Chair Lawson-Remer, Vice Chair Yamane, Directors Elo-Rivera, Fisher, San Antonio Suzuki, and Alternate Director Preciado
NOES:	None
ABSTAINED:	None
ABSENT:	None

ADJOURNMENT

The meeting was adjourned at 8:38 p.m. to the next regular meeting scheduled for Thursday, August 27, 2026, at 5 p.m.

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Maricela Hernandez, MMC, CPMC
Clerk of the Board

SAN DIEGO COMMUNITY POWER

Staff Report – Item 2

To:	Board of Directors
From:	Colin Santulli, Senior Director of Programs
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Update on Programs
Date:	August 27, 2026

Recommendation

Receive and file updates on customer energy programs.

Background

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

Analysis and Discussion

Updates on customer energy programs are detailed below.

Residential Programs

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

Status: Staff provided an update on the EBD program to the Community Advisory Committee at the June 2026 meeting – see Item 11. Staff received the first set of quarterly reports with planned marketing, education, and outreach activities from the eight contracted community-based organizations (CBOs). Our CBO partners are now implementing these activities and conducting outreach to residents to inform them of the program opportunity. Staff secured approval from the CEC of the remaining budgets for two additional CBOs – C4GS ZED-Life and Casa Familiar. C4GS will support partner outreach efforts through training, social media content and strategy development, and communications technical assistance. Casa Familiar will conduct bilingual community outreach and education, leveraging their network of

Promotoras and trusted presence in eligible communities in the South Bay. Staff also hosted the first monthly meeting with all CBO partners to support them in outreach and answer program-related questions.

Next Steps: Continue to support marketing, education, and outreach activities in the community in collaboration with CBO partners. Staff will continue to encourage eligible residents to sign up for the program.

Flexible Load Programs

Smart Energy Rewards (formerly Smart Home Flex) Pilot Project
Status:

On July 29, 2026, enrollment was re-opened. Eligible customers were contacted via push notifications and other promotion strategies by the manufacturers of their devices informing them of the program. Staff are targeting the goal of enrolling 5,000 smart thermostats. Additional outreach and marketing will be implemented if enrollment is not tracking towards the goal. The pilot expanded the list of eligible smart thermostats to include those from Honeywell and Amazon, in addition to Nest and ecobee. The Community Power webpage for Smart Energy Rewards was updated with more information and a link to the enrollment form.

Staff initiated the first Smart Flex Events in July 2026 to help reduce electricity demand during hot days. Staff will analyze the data gathered from these events to determine participation and load reduction. Staff anticipate calling events throughout August and September.

Next Steps: Staff will process applications and issue enrollment incentives. Staff will continue to work with Virtual Peaker, thermostat manufacturers, and the Public Affairs team to promote enrollment in the program. Staff will continue to monitor electricity forecasts from the Power Services team to call Smart Flex Events.

EV Flex Connect Pilot Project
Status and Next Steps: Please refer to Item 16 of the August 2026 Board agenda for the most recent update on this pilot project.

Solar and Energy Storage Programs

Solar Battery Savings ("SBS") Program
Status: Since full program launch in September 2025, the program has received over 1,570 applications, 1,087 which have been approved, and 640 of which have been installed and activated. Of the 54 contractors approved to participate in the program, 49 have submitted applications. Fifty-six percent of applicants are market rate customers. Seventy-one percent of projects are for new solar and storage systems (as compared to storage being added to existing solar systems).

Staff held Contractor Sales and Engagement Trainings over the summer for approved contractors and their customer-facing staff. These sessions were designed to help sales teams confidently explain the program and set customer expectations. Staff will continue to offer these trainings directly to approved contractors and their staff as requested.

Next Steps: Community Power executed a contract with Home Energy Academy to host a series of customer workshops which will be focused on residential solar, battery storage and the benefits of participating in Solar Battery Savings. The first workshop is planned for the end of September.

Community Power also executed a contract with Cadmus to support the Bill Impact Study to evaluate the bill impacts for participants in the Pilot. This evaluation will understand how customer segments and attributes affect bill impacts differently to inform program design and future promotional materials.

Solar Advantage Program (previously DAC-GT)

Status: Staff engaged with San Diego Gas & Electric ("SDG&E") and the California Public Utilities Commission ("CPUC") Energy Division regarding the Supervisory Control and Data Acquisition ("SCADA") requirements and associated interconnection costs under the Wholesale Distribution Access Tariff ("WDAT") to evaluate whether there are viable lower-cost alternatives, given such costs challenge the feasibility of smaller-scale Solar Advantage projects. Based on feedback from shortlisted developers in the Solar Advantage Program's Second Request for Offers ("RFO #2"), Staff determined that interconnection challenges and associated costs rendered the proposed projects economically infeasible. As a result, staff did not seek a CPUC extension of the executed Power Purchase Agreement ("PPA") Advice Letter deadline and did not submit executed PPA Advice Letters for any of the shortlisted RFO #2 projects.

Staff submitted Advice Letter 42-E, which included updated solicitation materials and revisions to the Solar Advantage Program cost containment cap on June 15, 2026, and received CPUC approval on July 30, 2026.

Next Steps: Staff will continue engagement with SDG&E, the CPUC Energy Division, and program stakeholders to pursue solutions that improve Solar Advantage project viability and provide greater transparency regarding interconnection requirements and costs. Developers from RFO #2 were invited to re-engage and submit proposals under RFO #3 set to release August 2026. In conjunction with the solicitation launch, staff will conduct informational webinars for prospective developers and other stakeholders to provide an overview of the opportunity, review solicitation requirements and materials, and explain the process for submitting a conforming bid. Staff have incorporated lessons learned from prior solicitations, including updates intended to better communicate WDAT requirements and reference SDG&E's Unit Cost Guides for improved cost transparency.

San Diego Regional Energy Network ("SDREN")

Status and Next Steps: All SDREN contracts from the phased solicitations for third-party implementers have been executed as of May 2026. Staff continue to carry out the appropriate pre-launch, launch, and early implementation activities for each program. The description of activities in each of these program stages are described below along with the programs in each stage.

Pre-Launch
The goal of this stage is to establish the operational, administrative, and marketing infrastructure needed to prepare for program launch. Activities include developing program milestones and timelines, creating invoice and reporting templates, finalizing program manuals, participant forms, and program webpage content. The following programs are currently in this stage:

Small and Medium-Sized Business Energy Coach (known as Small Business Energy Coach)
- Offers personalized guidance to businesses on energy efficiency solutions, helping them navigate available incentives.

Market Access Program (known as Business Energy Upgrade)
- Employs a performance-based incentive model, encouraging energy aggregators to achieve peak-demand reductions.

Launch
The goal of this stage is to introduce the program to the market, make customer-facing resources available, initiate outreach activities, and begin participant enrollment. The following programs are currently in this stage:

Tribal Engagement (known as Tribal Energy Upgrade)
- Provides culturally responsive outreach and technical support for 17 Tribal governments seeking improved energy infrastructure and sovereignty.

Efficient Refrigeration (known as Refresh Refrigeration)
- Delivers no-cost refrigeration upgrades to small grocers and food service businesses, boosting both energy savings and fresh food accessibility.
- Website Link: https://sdren.org/refresh-refrigeration/

Multifamily (known as Multifamily Energy Upgrade)
- Equips building owners, managers, and tenants with no-cost technical assistance, direct installation and measure incentives, energy education, and energy efficiency starter kits intended to reduce utility bills and improve living environments.
- Website Link: https://sdren.org/multifamily/

Single-Family (known as Home Energy Savings)

- Assists owners and renters with energy education, energy efficiency starter kits, direct installations, and stacked rebates provided by a concierge-style service designed to cut single-family renter or owner energy costs.
- Website Link: https://sdren.org/home-energy-savings/

Early Implementation
The goal of this stage is to deliver program services and refine program operations based on initial implementation experience. The following programs are currently in this stage:

Codes and Standards (known as Energy Code Coach)
- Aims to enhance compliance with existing codes and standards, assist local governments in developing ordinances that surpass statewide minimum requirements, and maximize participant benefits through close coordination with other programs.
- Website Link: https://sdren.org/energy-code-coach/

Energy Pathways (known as Spark Your Education)
- Introduces high school students to energy careers, offering no-cost career technical education, mentorship, and direct ties to local employers.
- Website link: https://sdren.org/spark-your-education/

Workforce Training and Capacity Building (known as Spark Your Career)
- Focuses on strengthening workforce skills in electrification, renewable integration, and energy efficiency, benefiting both new entrants and incumbent workers.
- Website Link: https://sdren.org/spark-your-career/

Climate Resilience Leadership (known as Public Sector Energy Upgrade)
- Helps public agencies obtain technical assistance, financing, and guidance to implement energy efficiency measures.
- Website Link: https://sdren.org/public-sector-energy-upgrade/

The following table shows a summary of program names:

Current Program Name	**Legacy Program Name (used in CPUC regulatory filings)**
Spark Your Education	Energy Pathways
Spark Your Career	Workforce Training and Capacity Building
Energy Code Coach	Codes and Standards
Public Sector Energy Upgrade	Climate Resilience Leadership
Tribal Energy Upgrade	Tribal Engagement
Multifamily Energy Upgrade	Multifamily
Home Energy Savings	Single Family

Refresh Refrigeration	Efficient Refrigeration
Small Business Energy Coach	Small- and Medium-Sized Business Energy Coach
Business Energy Upgrade	Market Access Program

SDREN programs are authorized and funded by the CPUC. Funds are disbursed to San Diego Community Power in accordance with the San Diego Regional Energy Network Energy Efficiency Programs and Budget Agreement for Years 2024-2027 executed between Community Power and SDG&E (under Resolution No. 2025-01). Staff report program expenditures monthly to the CPUC and these amounts are publicly available on the California Energy Data and Reporting System (CEDARS) website at https://cedars.cpuc.ca.gov/monthly-reports/confirmed-dashboard/SDRN/.

SDREN Advisory Committee

The SDREN Advisory Committee plays a key role in providing advisement on program implementation activities (i.e., effective outreach and engagement strategies to connect with underserved and hard-to-reach communities across the region), serving as an advocate for SDREN (i.e., providing letters of support if/when necessary) and spreading awareness of program benefits through community and regional networks. Current committee members are listed below:

- Casa Familiar
- Center for Community Energy
- Clean Energy Alliance
- Climate Action Campaign
- International Brotherhood of Electrical Workers Local 569
- Metropolitan Area Advisory Committee on Anti-Poverty of San Diego County
- Port of San Diego
- San Diego Association of Governments
- San Diego Building Electrification Coalition
- San Diego County Building Trades Unions
- San Diego Regional Chamber of Commerce
- San Diego Regional Climate Collaborative
- San Diego Urban Sustainability Coalition
- San Diego Workforce Partnership
- Solana Center for Environmental Innovation
- U.S. Green Building Council California

Fiscal Impact

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER
Staff Report - Item 3

To:	Board of Directors
From:	Gordon Samuel, Chief Commercial Officer
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Update on Power Services
Date:	August 27, 2026

Recommendation

Recommendation to receive and file update on Power Services.

Background

Staff provided the updates below to the Board of Directors regarding Community Power's energy procurement activities.

Analysis and Discussion

Long-term Renewable Energy Solicitations

As Community Power strives to meet its environmental, financial, and regulatory compliance goals and requirements, long-term power purchase agreements (PPAs) provide developers with a certain revenue stream against which they can finance up-front capital requirements, so each long-term PPA that Community Power signs with a developing facility will underpin a new, incremental renewable energy and/or storage project. In addition, long-term PPAs lock in renewable energy supply around which Community Power can build its power supply portfolio while also hedging power supply costs. Moreover, the California Renewable Portfolio Standard (RPS), as modified in 2015 by Senate Bill 350, requires that Community Power provide 65% of its RPS-required renewable energy from contracts of at least ten years in length. Finally, in California Public Utilities Commission (CPUC) Decision (D.) 21-06-025, the 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 2028 via CPUC D.23-02-040, where the CPUC additionally ordered procurement of long lead time resources by 2028, with the potential for extension through 2031. D.25-06-019 again ordered annual procurement of new resources from 2029-2032, with a quarter coming from long lead time resources.

In pursuit of long-term contracts for renewable energy and storage, staff have released several Requests for Offers (RFOs), including an RFO this year that targeted clean-firm resources that can provide 24/7 deliveries. Staff and the Energy Contracts Working Group (ECWG) evaluate submissions from solicitations as well as bilateral opportunities that staff recommend for shortlisting. Assuming that staff and shortlisted developers can agree to mutually agreeable contracts consistent with terms authorized by the ECWG, staff then review draft terms with Community Power Board of Directors for approval and authorization to execute the relevant documents. To date, staff have enabled the execution of over two dozen long-term contracts for energy, renewable energy credits and/or capacity from renewable and storage projects.

Going forward, staff expect to prioritize projects that increase the portfolio's diversity in terms of technology and innovative contract structures to achieve a pathway to 100% clean energy, as most recently demonstrated via the execution of two PPAs for operational wind projects, 25 MW from SunZia Wind and 50 MW from Kumeyaay Wind in San Diego County. Staff will also increasingly prioritize local distributed energy resources (DER) projects as described below.

Staff issued two solicitations in July 2026. The All-Source RFO is for all renewable and storage projects sized 10 MW and greater. Offers are due August 21, 2026. The second is a solicitation pursuant to the CAISO's commercial interest assessment for Cluster 16 interconnection studies ("Cluster 16 RFI") for which proposals are due on August 12, 2026. Shortlisted projects must enter into exclusivity agreements with Community Power to be allocated commercial interest points ("CIPs"). These CIPs are utilized by CAISO to prioritize which projects will be studied in Cluster 16.

<u>Local Development</u>

Local RFI

Community Power's rolling Local RFI remains open and has yielded eight Board-approved contracts for local generation and storage facilities. After consultation with the ECWG, Community Power's Board of Directors has approved a portfolio of PV PPAs and energy storage and service agreements and is actively negotiating with several local projects submitted to the Local RFI over the past several months. Community Power also released an RFO for distributed renewable energy resources (DERs), focusing on a broad range of distribution-level renewable projects within San Diego County. This solicitation has yielded nine Board-approved PPAs and energy storage agreements. Other ongoing local initiatives include continued collaboration with member agency staff and other local agencies to identify strategic opportunities to further infill development.

Community Power'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/

Solar Advantage Program *(previously DAC-GT)*

Status: Staff engaged with San Diego Gas & Electric ("SDG&E") and the California Public Utilities Commission ("CPUC") Energy Division regarding the Supervisory Control and Data Acquisition ("SCADA") requirements and associated interconnection costs under the Wholesale Distribution Access Tariff ("WDAT") to evaluate whether there are viable lower-cost alternatives, given such costs challenge the feasibility of smaller-scale Solar Advantage projects. Based on feedback from shortlisted developers in the Solar Advantage Program's Second Request for Offers ("RFO #2"), Staff determined that interconnection challenges and associated costs rendered the proposed projects economically infeasible. As a result, SDCP did not seek a CPUC extension of the executed Power Purchase Agreement ("PPA") Advice Letter deadline and did not submit executed PPA Advice Letters for any of the shortlisted RFO #2 projects.

SDCP submitted Advice Letter 42-E, which included updated solicitation materials and revisions to the Solar Advantage Program cost containment cap on June 15, 2026 and received CPUC approval on July 30, 2026.

Next Steps: Staff will continue engagement with SDG&E, the CPUC Energy Division, and program stakeholders to pursue solutions that improve Solar Advantage project viability and provide greater transparency regarding interconnection requirements and costs. Developers from RFO #2 were invited to re-engage and submit proposals under RFO #3 set to release August 2026. In conjunction with the solicitation launch, Staff will conduct informational webinars for prospective developers and other stakeholders to provide an overview of the opportunity, review solicitation requirements and materials, and explain the process for submitting a conforming bid. Staff have incorporated lessons learned from prior solicitations, including updates intended to better communicate WDAT requirements and reference SDG&E's Unit Cost Guides for improved cost transparency.

Short-Term RPS Procurement

Community Power staff continue to actively manage its environmental position and closely monitor the market for opportunities to optimize the renewable and carbon-free portfolios. Community Power has been evaluating solicitation offers, bilateral offers, and products that meet needs for multiple portfolios – thereby creating greater value for its customers.

Community Power will continue to prioritize environmental targets while also ensuring value for our customers.

Market Update

Due to resource availability in the broader Western Interconnection, lingering supply chain impacts and interconnection queues that have impacted development of new-build energy resources, and implementation of tariffs and duties on foreign imports, the market for renewable energy and resource adequacy (RA) continues to be uncertain. 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 Community Power 's portfolio needs practically and cost-effectively, and (ii) to establish a portfolio of resources that will provide value to Community Power and California's clean, reliable energy needs into the future.

California's electric market achieved a milestone on May 1, 2026, as the California Independent System Operator (CAISO) launched the Extended Day-Ahead Market (EDAM), where Western utilities can join to coordinate utility-scale energy resource scheduling in the day-ahead timeframe for the first time. The increased West-wide coordination strengthens reliability and lowers costs by expanding regional coordination into the day-ahead timeframe, when most electricity deliveries are planned and scheduled, to leverage the West's diverse energy resource mix and connected transmission system and to better prepare the system to meet real-time demand. Larger scale energy resource planning allows for more optimized resource commitments and transmission usage across major supply and load centers. Wider electric coordination reduces solar curtailments and reduces price volatility. Additionally, the new Day-Ahead Market Enhancements introduced a new energy product "Imbalance Reserves", which pays dispatchable resources, like batteries, to be ready for dispatch for fluctuating renewable production or changes in demand.

Near-term California energy prices have been steady as markets are watching weather forecasts closely this summer. There is still potential for a highly variable summer season as markets remain sensitive to extreme weather events and unexpected supply shortages. At the same time, the increasing penetration of utility-scale storage resources connected to the grid is influencing daily load patterns and pushing down peak prices.

Summer 2026 Electric Grid Conditions

California's energy supply outlook continues to materially improve compared to recent years, driven largely by accelerated development of new utility-scale renewable generation and battery storage resources. Since September 2025, an additional 2,127 MWs of nameplate capacity has been added to the California Independent System Operator (CAISO) grid, with an additional 6,194 MW forecasted to be online by June 1st, 2026. This includes 3,167 MW of wind capacity committed to California from the SunZia Wind project in New Mexico, a share of which is contracted to Community Power. Also important to summer energy supply is hydro generation conditions. As of April 1, 2026, on a statewide basis, the snow water content is the second lowest (after 2015) on record at 18% of average. This is due to a combination of warm storms and unusually hot temperatures in March that led to melting of what remained of this year's already sparse snowpack. Overall, CAISO's summer analysis projects capacity margins exceed forecasted demand and reserve requirements, showing sufficient energy supply to meet a wide range of conditions.

CAISO's system peak demand for 2026 is forecasted in September, hour ending 19. September remains the most stressed month on the grid, driven by high loads and reduced solar availability, with risk concentrated in hours ending 19 and 20. July has a similar demand profile, but it benefits from approximately 3.6 GW of more solar generation during the evening peak hours compared to September. For summer 2026, there is an additional 3,079 MW of emergency energy supply accessible through the state's Strategic Reliability Reserve (SRR) to support grid reliability in emergency conditions. Overall, total system peak demand forecasts remain moderate but rising with upside risk from extreme heat events.

The weather outlook for June-August show probability of above normal temperatures across the West, with the highest chances across the Intermountain West and Pacific Northwest. While the first half of summer could have higher magnitude of above normal temperatures, forecasts also show an increased chance of above-normal temperatures across the West in August and September. The greatest uncertainty in the forecast is the level of warmth along California's coast. While warmer sea surface temperatures are likely to increase overnight low temperatures, daytime highs will depend on how far westward and how persistently high pressure remains over the Intermountain West. Confidence is higher that interior California, the Pacific Northwest, and the Intermountain West have an increased chance of above-normal temperatures.

While weather is still the primary risk factor throughout summer, even with the low hydro outlook, wholesale electric market prices remain on the lower side. There continues to be concern around price volatility in heatwaves and evening peak hours, if energy supply is unexpectedly constrained.

Community Power's contribution to new energy resources online since September 2025 is summarized in the table below. Each new long term PPA and energy storage service agreement (ESSA) that reaches commercial operations contributes to the overall reliability of the electric grid, and acts as a financial hedge, reducing Community Power's exposure to volatile electric prices. In addition to these Board approved long-term energy resource agreements, Power Services staff take additional action to prudently hedge portfolio supply costs as described in Community Power's Energy Risk Management Policy (ERMP). As the 2026 summer season begins, short-term transactions from Power Services have reduced this market exposure and Community Power is well positioned for summer operations.

Summer 2026	Community Power
New Solar + Storage	42 MW
New Wind	150 MW
New Stand-alone Storage	99.67 MW

Power Services Staffing

Building out a team of experienced, knowledgeable energy professionals has long been a top priority and allows Community Power 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 Power Services team is now sixteen people strong, we recently hired a Compliance and Contract Management Analyst who started on June 17, 2026, and we are currently interviewing for Load Forecasting Manager to join the team.

Fiscal Impact

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER
Staff Report – Item 4

TO: Board of Directors

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

VIA: Jack Clark, Acting Chief Executive Officer

SUBJECT: Update on Customer Operations

DATE: August 27, 2026

Recommendation

Receive and file an update on various customer operations initiatives.

Background

Staff will provide regular updates to the Board of Directors centered around tracking customer opt actions (i.e., opt outs, opt ups, opt downs, and re-enrollments) 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 July 28, 2026, Community Power is serving a cumulative total count of **971,757** 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 two post-enrollment notices through the mail at their mailing address on file within 60 days of their account start date, notifying them that they have defaulted to Community Power electric generation service.

B) Customer Participation Tracking

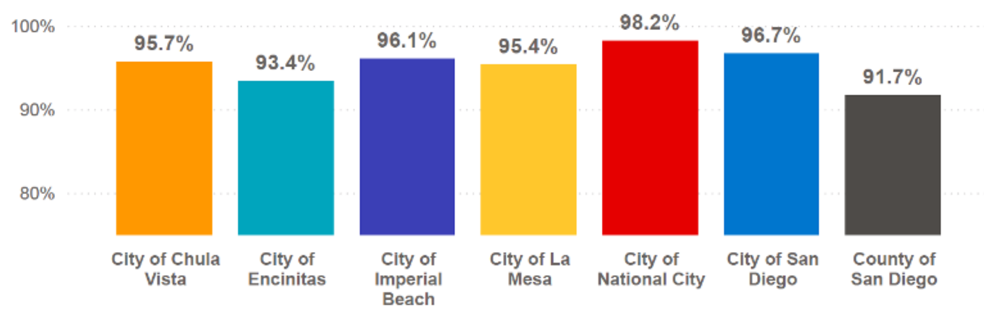
The below charts summarize customer participation by member agency as well as metrics for their elections into San Diego Community Power's four (4) available service options.

Please note that Re-Enrollment metrics specifically are captured and displayed only through June 30, 2026.

Enrolled Accounts	Participation Rate
971,757	95.5%

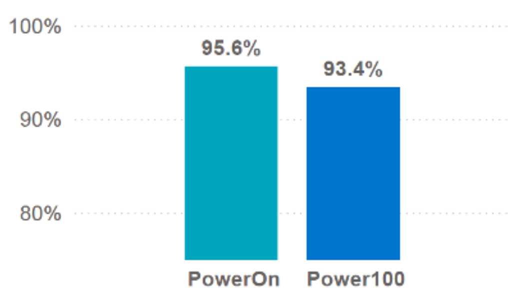
Participation

Participation by Jurisdiction

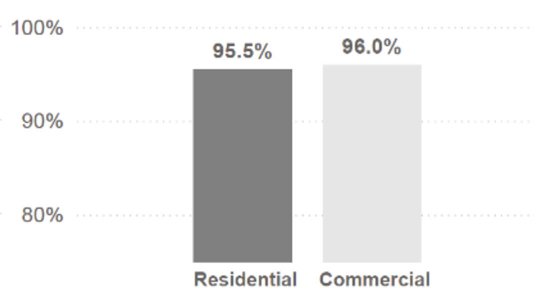


Jurisdiction	Service Option Default	Eligible Accounts	Enrolled Accounts	Participation Rate
City of Chula Vista	PowerOn	100,515	96,152	95.7%
City of Encinitas	Power100	29,161	27,233	93.4%
City of Imperial Beach	PowerOn	10,894	10,467	96.1%
City of La Mesa	PowerOn	29,667	28,293	95.4%
City of National City	PowerOn	19,670	19,321	98.2%
City of San Diego	PowerOn	635,743	614,666	96.7%
County of San Diego	PowerOn	191,512	175,625	91.7%
Total		**1,017,162**	**971,757**	**95.5%**

Participation by Default Service Option



Residential vs Commercial Participation

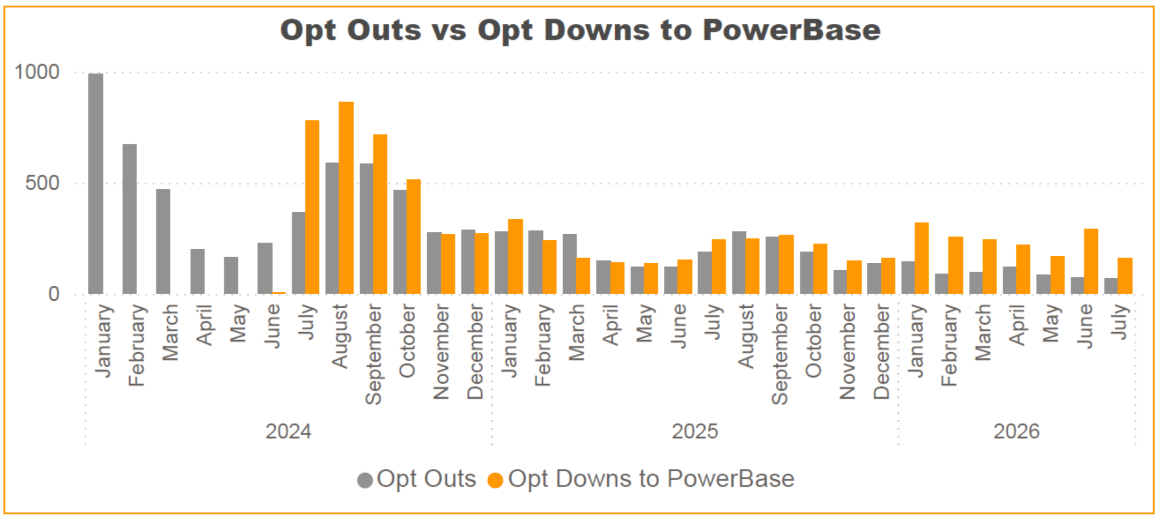


Service Option

PowerBase		PowerOn		Power100		Power100 Green+	
Enrolled	6,286	Enrolled	930,884	Enrolled	34,566	Enrolled	21
Participation	0.6%	Participation	95.8%	Participation	3.6%	Participation	0.0%

Service Option Enrollment Summary

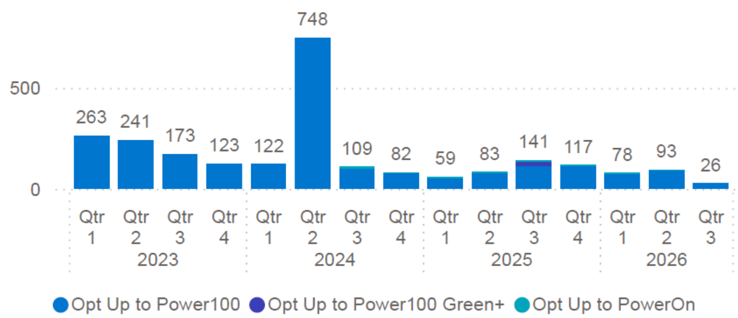
Jurisdiction	Service Option Default	Enrolled Accounts	Power Base Enrolled	Power Base %	PowerOn Enrolled	PowerOn %	Power 100 Enrolled	Power 100%	Power100 Green+ Enrolled	Power100 Green+%
City of Chula Vista	PowerOn	96,152	640	0.7%	94,595	98.4%	917	1.0%		
City of Encinitas	Power100	27,233	256	0.9%	385	1.4%	26,592	97.6%		
City of Imperial Beach	PowerOn	10,467	42	0.4%	10,344	98.8%	81	0.8%		
City of La Mesa	PowerOn	28,293	165	0.6%	27,865	98.5%	263	0.9%		
City of National City	PowerOn	19,321	76	0.4%	19,215	99.5%	30	0.2%		
City of San Diego	PowerOn	614,666	3,491	0.6%	605,290	98.5%	5,864	1.0%	21	0.0%
County of San Diego	PowerOn	175,625	1,616	0.9%	173,190	98.6%	819	0.5%		
Total		**971,757**	**6,286**	**0.6%**	**930,884**	**95.8%**	**34,566**	**3.6%**	**21**	**0.0%**



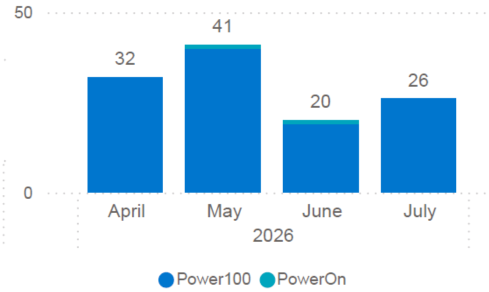
Opt Up History

Total Opt Ups	Opt Ups Current*
9,942	8,064

Opt Ups Quarterly
Last 4 Years



Opt Ups Monthly
Last 4 Months



Opt Ups by Jurisdiction

Jurisdiction	2021	2022	2023	2024	2025	2026 YTD	Total
City of Chula Vista	710	175	61	49	31	14	**1,040**
City of Encinitas	18	1	1	3	1	2	**26**
City of Imperial Beach	60	29	11	6	6	21	**133**
City of La Mesa	155	120	19	12	8	4	**318**
City of National City			12	24	2	1	**39**
City of San Diego	3,316	2,896	489	340	309	125	**7,475**
County of San Diego	4		207	627	43	30	**911**
Total	**4,263**	**3,221**	**800**	**1,061**	**400**	**197**	**9,942**

Opt Ups by Customer Class

Customer Class	2021	2022	2023	2024	2025	2026 YTD	Total
Commercial	4,256	296	232	706	160	72	**5,722**
Residential	7	2,925	568	355	240	125	**4,220**
Total	**4,263**	**3,221**	**800**	**1,061**	**400**	**197**	**9,942**

Opt Ups by Method

Opt Method	2021	2022	2023	2024	2025	2026 YTD	Total
CSR	4,232	1,372	301	817	213	96	**7,031**
IVR	4	85	84	42	29	13	**257**
Web	27	1,764	415	202	158	88	**2,654**
Total	**4,263**	**3,221**	**800**	**1,061**	**400**	**197**	**9,942**

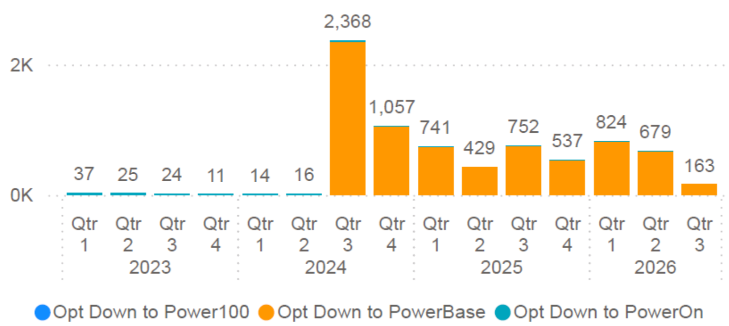
*Current indicates the account is open with SDG&E and this opt action is their latest opt action

2026 YTD as of July 26, 2026

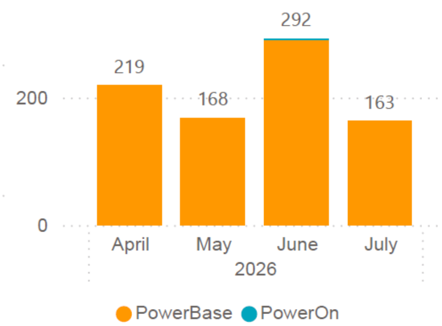
Opt Down History

Total Opt Downs	Opt Downs Current*
8,176	6,732

Opt Downs Quarterly
Last 4 Years



Opt Downs Monthly
Last 4 Months



Opt Downs by Jurisdiction

Jurisdiction	2021	2022	2023	2024	2025	2026 YTD	Total
City of Chula Vista		2	4	287	246	222	**761**
City of Encinitas	35	429	74	150	109	64	**861**
City of Imperial Beach		1		31	18	8	**58**
City of La Mesa		4		106	66	42	**218**
City of National City				36	39	26	**101**
City of San Diego		28	13	1,793	1,390	1,047	**4,271**
County of San Diego			6	1,052	591	257	**1,906**
Total	**35**	**464**	**97**	**3,455**	**2,459**	**1,666**	**8,176**

Opt Downs by Customer Class

Customer Class	2021	2022	2023	2024	2025	2026 YTD	Total
Commercial	34	23	9	508	172	106	**852**
Residential	1	441	88	2,947	2,287	1,560	**7,324**
Total	**35**	**464**	**97**	**3,455**	**2,459**	**1,666**	**8,176**

Opt Downs by Method

Opt Method	2021	2022	2023	2024	2025	2026 YTD	Total
CSR	31	311	65	2,562	1,531	856	**5,356**
IVR	4	26	3	309	274	131	**747**
Web		127	29	584	654	679	**2,073**
Total	**35**	**464**	**97**	**3,455**	**2,459**	**1,666**	**8,176**

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

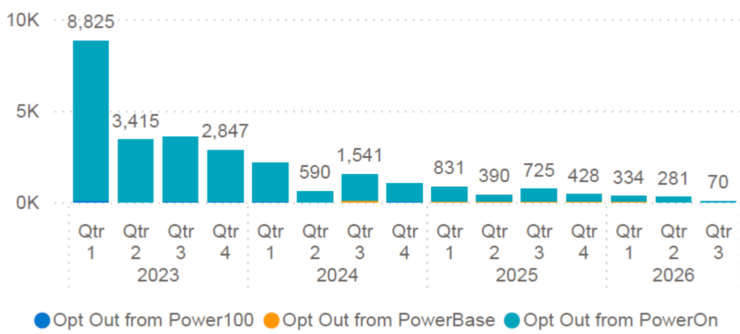
2026 YTD as of July 26, 2026

Opt Out History

Total Opt Outs	Opt Outs Current*
54,693	44,005

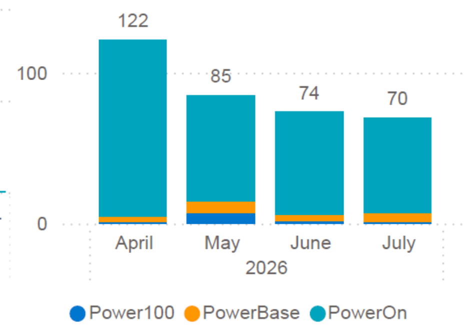
Opt Outs Quarterly

Last 4 Years



Opt Outs Monthly

Last 4 Months



Opt Outs by Jurisdiction

Jurisdiction	2021	2022	2023	2024	2025	2026 YTD	Total
City of Chula Vista	267	3,466	747	411	200	76	**5,167**
City of Encinitas	66	1,869	230	118	56	17	**2,356**
City of Imperial Beach	32	343	99	60	17	13	**564**
City of La Mesa	84	1,269	235	128	59	16	**1,791**
City of National City			285	75	33	11	**404**
City of San Diego	1,078	19,180	3,185	1,836	1,065	337	**26,681**
County of San Diego	2	1	13,899	2,669	944	215	**17,730**
Total	**1,529**	**26,128**	**18,680**	**5,297**	**2,374**	**685**	**54,693**

Opt Outs by Customer Class

Customer Class	2021	2022	2023	2024	2025	2026 YTD	Total
Residential	37	25,593	16,996	4,953	2,233	645	**50,457**
Commercial	1,492	535	1,684	344	141	40	**4,236**
Total	**1,529**	**26,128**	**18,680**	**5,297**	**2,374**	**685**	**54,693**

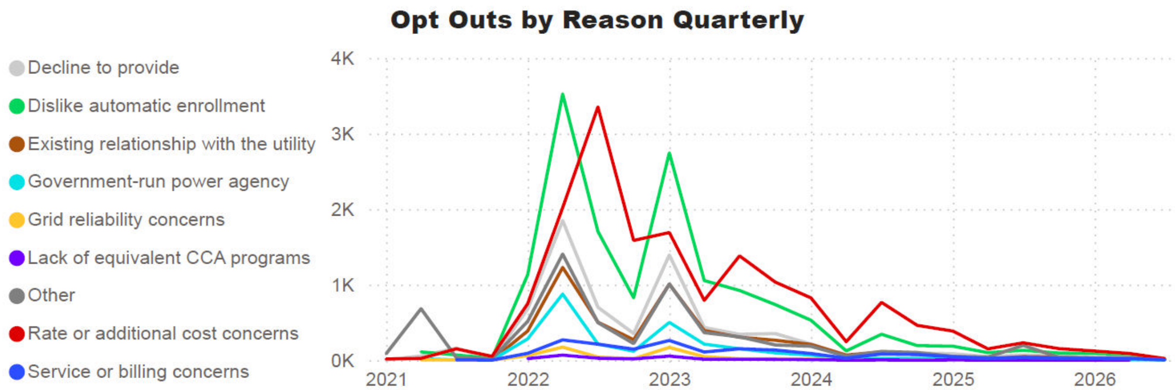
Opt Outs by Method

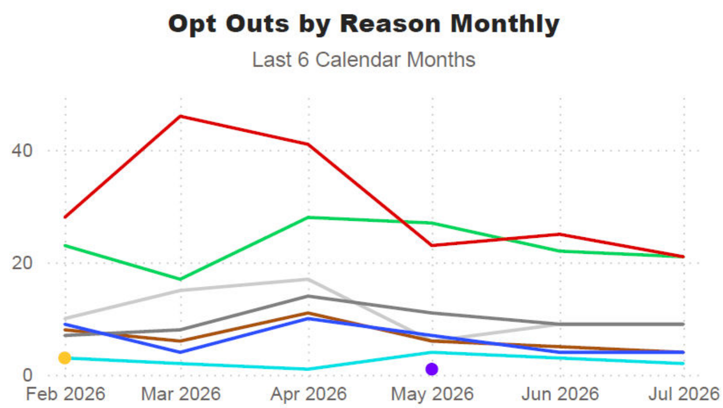
Opt Method	2021	2022	2023	2024	2025	2026 YTD	Total
CSR	1,104	6,963	4,706	1,653	703	246	**15,375**
IVR	102	4,885	3,788	1,284	445	101	**10,605**
Web	323	14,280	10,186	2,360	1,226	338	**28,713**
Total	**1,529**	**26,128**	**18,680**	**5,297**	**2,374**	**685**	**54,693**

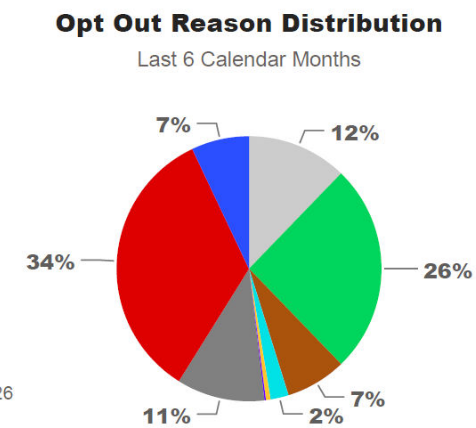
*Current indicates the account is open with SDG&E and this opt action is their latest opt action

2026 YTD as of July 26, 2026

Opt Out Reason Summary







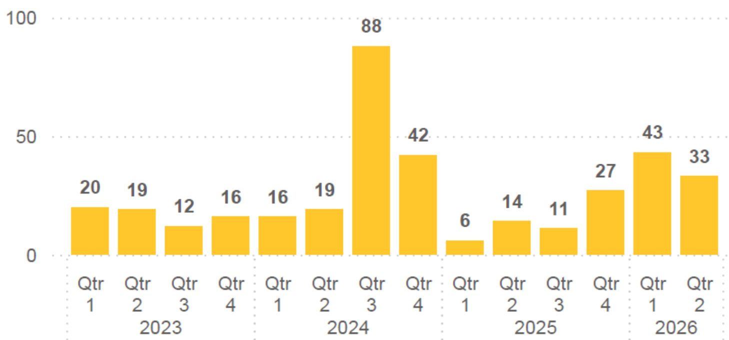
Opt Outs by Reason Table

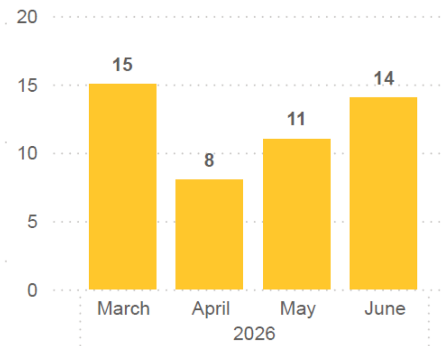
Opt Out Reason	2021	2022	2023	2024	2025	2026 YTD	Total
Decline to provide	228	3,581	2,518	465	256	78	**7,126**
Dislike automatic enrollment	203	7,187	5,458	1,188	511	187	**14,734**
Existing relationship with the utility	2	2,388	1,968	462	153	46	**5,019**
Government-run power agency	24	1,489	960	129	66	16	**2,684**
Grid reliability concerns	7	293	252	20	7	4	**583**
Lack of equivalent CCA programs		131	90	12	6	1	**240**
Other	819	2,636	1,883	453	325	73	**6,189**
Rate or additional cost concerns	240	7,705	4,897	2,296	918	231	**16,287**
Service or billing concerns	6	718	654	272	132	49	**1,831**
Total	**1,529**	**26,128**	**18,680**	**5,297**	**2,374**	**685**	**54,693**

2026 YTD as of July 24, 2026

Re-Enrollment Requests

Excludes closed accounts

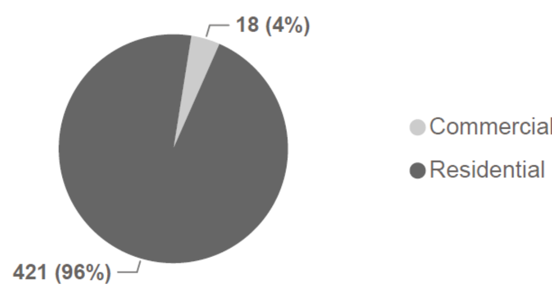




Re-Enrollments by Jurisdiction

Jurisdiction	Accounts
City of Chula Vista	29
City of Encinitas	36
City of Imperial Beach	5
City of La Mesa	9
City of National City	1
City of San Diego	265
County of San Diego	94
Total	**439**

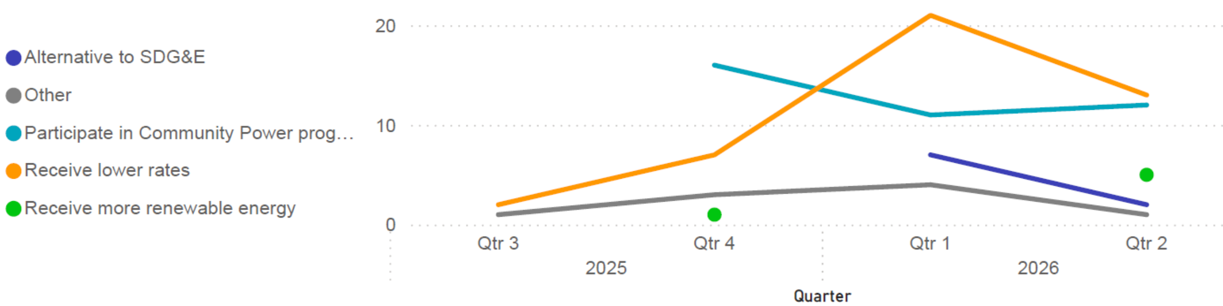
Re-Enrollments Residential vs Commercial



2026 YTD through the end of June, 2026

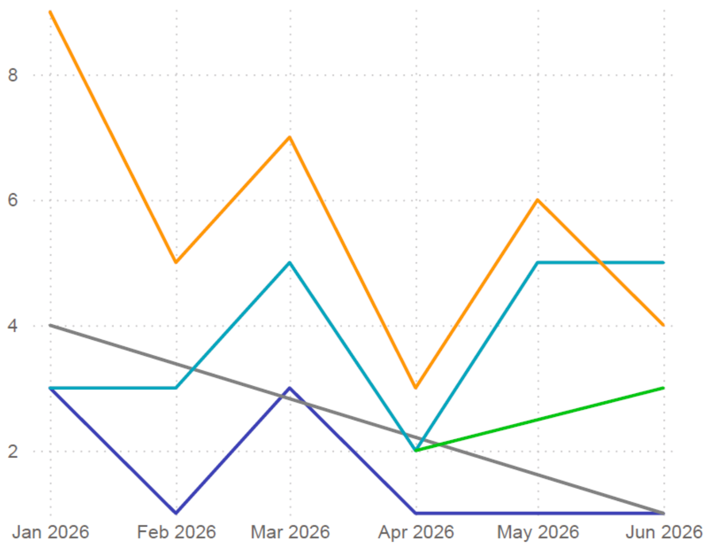
Re-Enrollment Reason Summary*

Re-Enrollments by Reason Quarterly



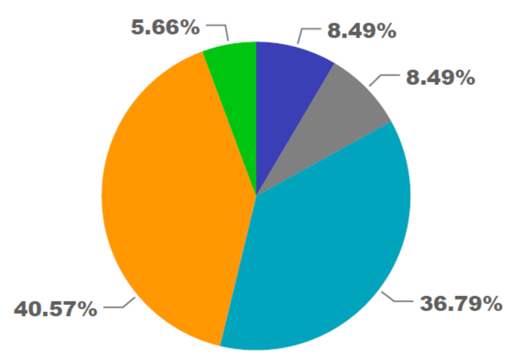
Re-Enrollments by Reason Monthly

Last 6 Calendar Months



Re-Enrollments Reason Distribution

Last 6 Calendar Months



Re-Enrollment by Reason Table

ReEnrollmentReason	2025	2026 YTD	Total
Alternative to SDG&E		9	**9**
Other	4	5	**9**
Participate in Community Power program	16	23	**39**
Receive lower rates	9	34	**43**
Receive more renewable energy	1	5	**6**
Total	**30**	**76**	**106**

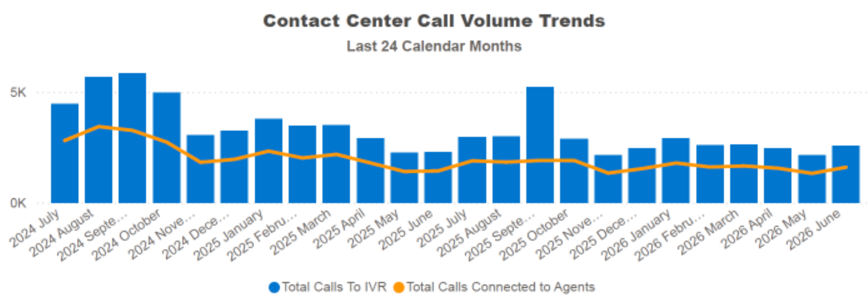
Re-Enrollment Reason Functionality Implemented 09/01/2025

C) Contact Center Metrics

Contact Center call volume remained steady through June, with only a slight increase compared to recent months. Customer interactions are expected to increase throughout the summer as warmer temperatures lead to higher energy consumption and increased electric bills.

The chart below summarizes contact made by customers into the Contact Center broken down by month. Contact Center Metrics are captured and displayed through June 30, 2026.

Contact Center Metrics



Interactive Voice Response (IVR) and Service Level Agreement (SLA) Metrics

	2021	2022	2023	2024	2025	2026 YTD	Total
Total Calls to IVR	2,289	47,118	52,977	48,073	36,829	15,288	**202,574**
Total Calls Connected to Agents	1,401	30,174	34,173	29,332	21,556	9,530	**126,166**
Avg Seconds to Answer	20.00	11.50	6.75	18.08	9.33	7.33	**12.25**
Avg Call Duration (Minutes)	8.5	9.8	9.6	9.6	9.0	8.8	**9.3**
Calls Answered Within 60 Seconds (75% SLA)	96.23%	95.50%	97.57%	91.74%	95.85%	97.45%	**95.53%**
Abandon Rate	0.57%	0.36%	0.19%	0.72%	0.43%	0.37%	**0.44%**

Customer Service Emails

	2021	2022	2023	2024	2025	2026 YTD	Total
Emails Received	272	2,894	2,116	1,271	1,170	499	**8,222**
Emails Answered or Escalated Within 24 Hours	257	2,821	2,107	1,270	1,170	497	**8,122**
Completion%	94%	96%	100%	100%	100%	100%	**98%**

2026 YTD through the end of June, 2026

San Diego Community Power anticipates that 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 will continue to account for the majority 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 nine (9) Dedicated Customer Service Representatives staffed at the Contact Center and one (1) Supervisor. Robust Quality Assurance (QA) procedures are firmly in place to ensure that customers are getting world-class customer experience when they contact Community Power.

Fiscal Impact

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER
Staff Report – Item 5

To:	Board of Directors
From:	Stephen Yi, Associate Director of IT and Data Analytics
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Update on IT and Data Analytics
Date:	August 27, 2026

Recommendation

Receive and file an update on IT and Data Analytics.

Background

Community Power continues to invest in a strong in-house IT and data analytics function to support efficient, secure, and scalable operations. Recent efforts remain focused on improving business processes, strengthening core systems, and expanding the organization's ability to use data for decision-making in a practical and cost-effective way. Demand for IT services and data analytics continues to grow as the organization expands its systems, integrations, and data needs.

Analysis and Discussion

Information Technology
The IT team continues to provide reliable day-to-day support while advancing service improvements and standardizing core processes.
Key areas of focus include:

- Improving request intake and service delivery
- Supporting enterprise systems and cross-department workflows
- Strengthening system reliability and operational consistency
- Preserve business data accuracy and integrity through multileveled data retention.

Overall service levels remain strong despite increasing demand.

Cybersecurity
After a third-party external penetration test was conducted on our network, it was determined there were no major vulnerabilities.

The team continues to strengthen internal cybersecurity and governance practices, including enhancements to email security, data security, access management, records retention, and system controls.

These efforts support a growing technology footprint and help ensure that systems and data remain secure and well-managed.

Data Analytics
Enterprise Data Platform – Phase 2
The Data Analytics team continues progressing towards the second release, which includes Power Services data pipeline automation and reports, building interval data tables, customer data organization, CRM integrations, model pipeline optimizations, and geospatial data. Many of these are foundational pieces that will support key insights and analytics in the future.

Fiscal Impact

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER
Staff Report – Item 6

To:	Board of Directors
From:	Chandra Pugh, Senior Director of People Operations and Administration
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Receive and File Update on Human Resources
Date:	August 27, 2026

Recommendation

Receive and file the update on Human Resources.

Background

Staff provide regular updates to the Board of Directors regarding Community Power's human resources initiatives.

During the months of July and August, the People Operations and Administration team continued to make meaningful progress across administrative operations, workforce initiatives, facilities planning, recruitment, safety and employee engagement.

HR and Facilities organizational infrastructure projects continue to support employee training and operational effectiveness. The Facilities webpage was successfully launched on the employee community intranet, and work began on a comprehensive redesign of the Human Resources website. Human Resources and Facilities supported the Safety Committee in developing building access and security enhancements and are in the process of designing the Safety Committee webpage.

Employee engagement and organizational culture initiatives continue to progress as well. Planning for the annual company picnic remains on track, with the event confirmed for September. Collectively, these efforts continue to strengthen organizational operations, support employee engagement, and advance strategic priorities across the organization.

Community Power recently welcomed Marketing and Communications Associate, Dillon Davis. Dillon is a storyteller who brings more than 15 years of experience in communications across print, broadcast and public sector media. Most recently, he worked as a communications writer for the San Diego Housing Commission where he helped advance the organization's mission and increase public engagement through compelling communications. Prior to that, he worked as a digital news producer for FOX 5 San Diego and held reporting positions covering economic development, business and public policy issues. Dillon will be supporting the San Diego Regional Energy Network (SDREN) as we launch all ten SDREN programs by the end of this year.

Janelle Barraza has joined Community Power as our new Program Associate. She will be working full-time supporting the SDREN team. Janelle has over five years of experience working in energy and sustainability programs. Most recently, Janelle served as a Conservation Specialist II with the City of Chula Vista, where she led implementation of the City's Building Energy Saving Ordinance and prior to that, Janelle supported sustainability initiatives with the Solana Center for Environmental Innovation, the University of San Diego Environmental Integration Lab, and the City of Petaluma. She earned her Bachelor of Business Administration from the University of San Diego and is currently pursuing a Master of Public Administration at Northeastern University.

Vinicius (Vinny) Amaral has joined the Data Analytics Team as a Data Engineer. Vinny has an environmental science background, with a Ph.D. in Ocean Sciences from UC Santa Cruz. He also has experience developing data science solutions in the consulting industry and has used data science and machine learning to study carbon cycling and sequestration in the ocean. He brings a passion for the environment and clean energy causes to support San Diego Community.

Community Power welcomed four summer interns as part of our talent pipeline development efforts. These interns made meaningful contributions in several departments and also offered our staff the opportunity to learn valuable leadership and mentoring skills.

Hiring top talent remains a robust focus across the organization with active searches underway for several key positions.

Current Open Positions:

IT Systems Engineer
Load Forecasting Manager
Rates Analyst
Senior (Distributed Energy Resource Management System) DERMS Technical Lead

Fiscal Impact

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER
Staff Report – Item 7

To: Board of Directors

From: Jen Lebron, Senior Director of Public Affairs

Via: Jack Clark, Acting Chief Executive Officer

Subject: Update on Marketing, Public Relations, and Local Government Affairs

Date: August 27, 2026

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

2026 Small Business Awards
Chula Vista Chamber of Commerce First Friday
Parks After Dark: Silver Wing Recreation Center
Teralta Park Block Party
Imperial Beach Youth Resource Fair
Moonlight Beach Concerts
San Diego Pride Parade

La Mesa Environmental Sustanability Comission
Monarch School
Parks After Dark: Linda Vista Recreation Center
C4GS: Solar & Tacos Night
Olivewood Gardens Day of Play
Jackie Robinson YMCA
CalREN Forum
San Diego Padres
National Night Out: Ramona
Parks After Dark: City Heights
National Night Out: Imperial Beach
National Night Out: Valley Center
Caltrans 22nd Annual Procurement and Resource Fair
Beautify the Block, City Heights Community Development Corporation
Urban Collaborative Project
Chula Vista Lemon Festival
Spirit of the Barrio Luncheon
Operation Clean Sweep
Chula Vista Harborfest
Bike the Bay
National City Cars & Culture Festival
San Diego Regional Climate Collaborative Action Leadership Summit

Communications, Education, Outreach and Engagement

The Public Affairs team has been working diligently behind the scenes to support programmatic efforts, including the launch of the San Diego Regional Energy Network and the Solar Battery Savings Program. 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 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 a focus on opportunities for local development, providing education about legislative and regulatory affairs, and sharing information about services and programs.

Fiscal Impact

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER
Staff Report – Item 8

To:	Board of Directors
From:	Jannies Burlingame, Chief Financial Officer/Treasurer
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Treasurer's Report for Ten-Month Period Ending April 30, 2026
Date:	August 27, 2026

Recommendation

Receive and File Treasurer's Report for Ten-Month Period Ending April 30, 2026.

Background

San Diego Community Power (Community Power) prepares its accounting records on a full accrual basis under GAAP for governmental enterprise funds. Year-to-date financial statements for the 10-Month period ending April 30, 2026, include budget comparisons.

The Board adopted an Investment Policy on May 25, 2023, with subsequent revisions on June 27, 2024, and August 28, 2025, to ensure the safeguarding of principal, preservation of liquidity, generation of returns, and adherence to a high standard of fiduciary care. The policy requires regular reporting to the Financial and Risk Management Committee (FRMC) via the Treasurer's Report. As of April 30, 2026, the investment portfolio was compliant with the Community Power Investment Policy.

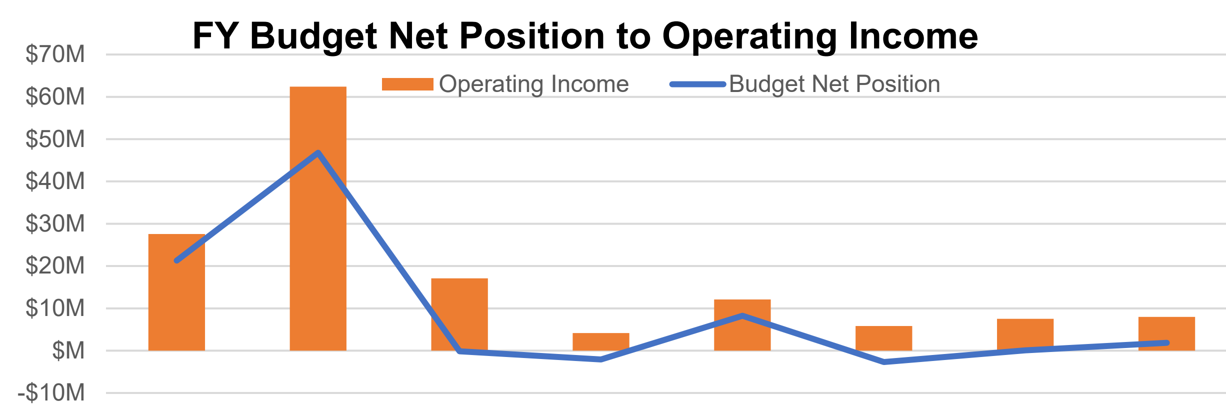
To enhance transparency, Community Power reports newly executed contracts between $50,000 and $150,000 in the Treasurer's Report, per the Delegated Contract Authority Policy. Monthly operational metrics are presented at Board meetings, and key risk metrics are shared during FRMC meetings as part of the Treasurer's Report.

On February 26, 2026, the Community Power Board of Directors (Board) approved the Amended Fiscal Year 2025-26 Operating Budget, which serves as the basis for comparison in this report.

Analysis and Discussion: Actual financial results for the period ending April 30, 2026: $1.052 billion in net operating revenues were reported compared to $1.027 billion budgeted for the period. Community Power's change in net position of $219.1 million was reported year-to-date for Fiscal Year 2025-26. The following is a summary of the actual results through April 30, 2026, compared to the Fiscal Year 2025-26 Amended Budget:

- Operating revenues are $24.2 million, or 2.4% above budget assumptions primarily due to higher retail sales resulting from warmer temperatures. Uncollectable customer accounts are lower relative to budget.
- Cost of energy is $44.1 million, or 5.0% under budget, primarily due to lower energy costs resulting from lower load serving costs and lower renewable energy costs.
- Professional Services and Consultants: $3.8 million below budget due to lower-than-expected utilization of outside professional services.
- Personnel Costs: $0.5 million under budget, driven by vacancies and accrued vacation.
- Non-Operating Revenues and Expenses:
    - Total investment income of $15.4 million vs the budgeted $15.3 million.
    - $1.6 million in year-to-date interest and related expenses versus $1.3 million budgeted, in line with expectations.

The chart below shows the Budgeted Net Position as compared to actual operating income through the first 10 months of FY26:



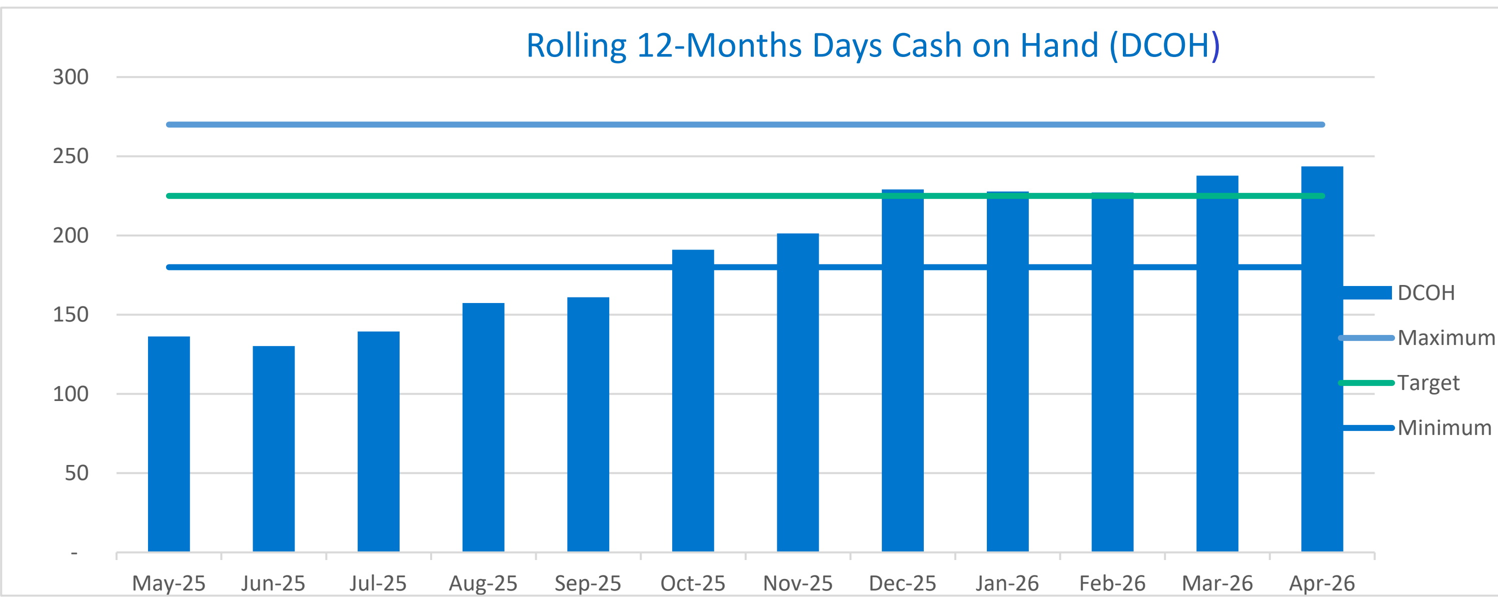
	9/30/2025	10/31/2025	11/30/2025	12/31/2025	1/31/2026	2/28/2026	3/31/2026	4/30/2026
Operating Income	$27.6M	$62.4M	$17.1M	$4.2M	$12.1M	$5.8M	$7.5M	$8.0M
Budget Net Position	$21.3M	$46.8M	-$0.1M	-$2.1M	$8.2M	-$2.7M	$0.1M	$1.9M

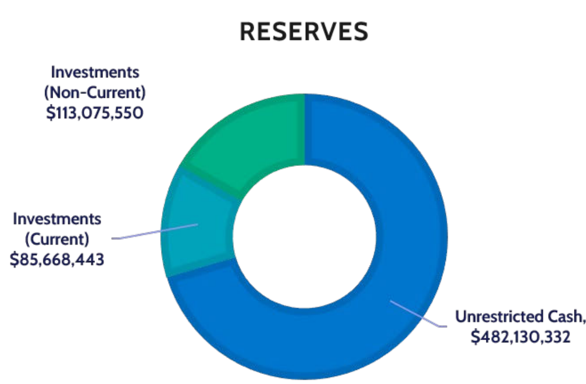
Financial Reserves:

Under Resolution 2025-23, Community Power's revised Financial Reserves Policy establishes a minimum reserve requirement of 180 days cash on hand and a reserve target of 225 days cash on hand. For Fiscal Year 2025-26, this target equates to approximately $623 million, based on projected operating expenses.

Community Power reserves at the end of the period totaled $680.9 million-, or 244-days cash on hand, including $482.1 million in unrestricted cash and $198.7 million in investment holdings. Total available liquidity (including unrestricted cash, investment holdings, and available lines of credit) was $903.9 million.

Presented below are charts showing Community Power's rolling 12-month financial reserves relative to Reserve Policy thresholds, along with the composition of reserves between unrestricted cash and investments.





Presented below are the Budget to Actual results for the 10 months ending April 30, 2026.

SAN DIEGO COMMUNITY POWER
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
Ten Months Ended April 30, 2026

	Year-to-Date				Annual	
	Amended Budget	Actual	Amended Budget Variance (Under) Over	Actual/ Amended Budget %	Amended Budget	Amended Budget Remaining
REVENUES AND OTHER SOURCES						
Gross Ratepayer Revenues	$ 1,044,904,000	$ 1,065,122,664	$ 20,218,664	102%	$ 1,194,789,000	$ 129,666,336
Less: Uncollectible Customer Accounts	(16,927,000)	(15,976,840)	950,160	94%	(19,370,000)	(3,393,160)
Other Income	-	3,055,365	3,055,365	na	-	(3,055,365)
Total Revenues and Other Sources	1,027,977,000	1,052,201,189	24,224,189		1,175,419,000	123,217,811
OPERATING EXPENSES						
Cost of Energy	832,165,000	788,058,033	(44,106,967)	95%	969,917,000	181,858,967
Professional Services and Consultants	19,511,000	15,718,708	(3,792,292)	81%	23,414,000	7,695,292
Personnel Costs	16,343,000	15,852,746	(490,254)	97%	19,612,000	3,759,254
Marketing and Outreach	1,931,000	1,713,981	(217,019)	89%	2,317,000	603,019
General & Administrative	3,873,000	3,768,882	(104,118)	97%	4,648,000	879,118
Total Operating Expenses	873,823,000	825,112,351	(48,710,649)		1,019,908,000	194,795,649
Operating Income (Loss)	154,154,000	227,088,838	72,934,838		155,511,000	(71,577,838)
NON-OPERATING REVENUES (EXPENSES)						
Investment Income	15,246,000	15,440,702	194,702	101%	18,295,000	2,854,298
Interest and Related Expenses	(1,262,000)	(1,554,275)	(292,275)	123%	(1,515,000)	39,275
Transfer to Capital Investment Program	(21,881,000)	(21,881,000)	-	100%	(21,881,000)	-
Total Non-Operating Revenues (Expenses)	(7,897,000)	(7,994,573)	(97,573)		(5,101,000)	2,893,573
NET CHANGE	$ 146,257,000	$ 219,094,265	$ 72,837,265		$ 150,410,000	$ (68,684,265)

Investment Portfolio Report

Chandler Asset Management manages Community Power's investment portfolio. As of April 30, 2026, the market value of the portfolio was $125.1 million and in compliance with Community Power's Investment Policy. Presented below is a summary of the investment portfolio's overall characteristics.

PORTFOLIO SUMMARY

CHANDLER ASSET MANAGEMENT

San Diego Community Power | Account #11293 | As of April 30, 2026

Portfolio Characteristics

Average Modified Duration	2.50
Average Coupon	3.83%
Average Purchase YTM	4.12%
Average Market YTM	4.08%
Average Credit Quality*	AA+
Average Final Maturity	2.93
Average Life	2.74

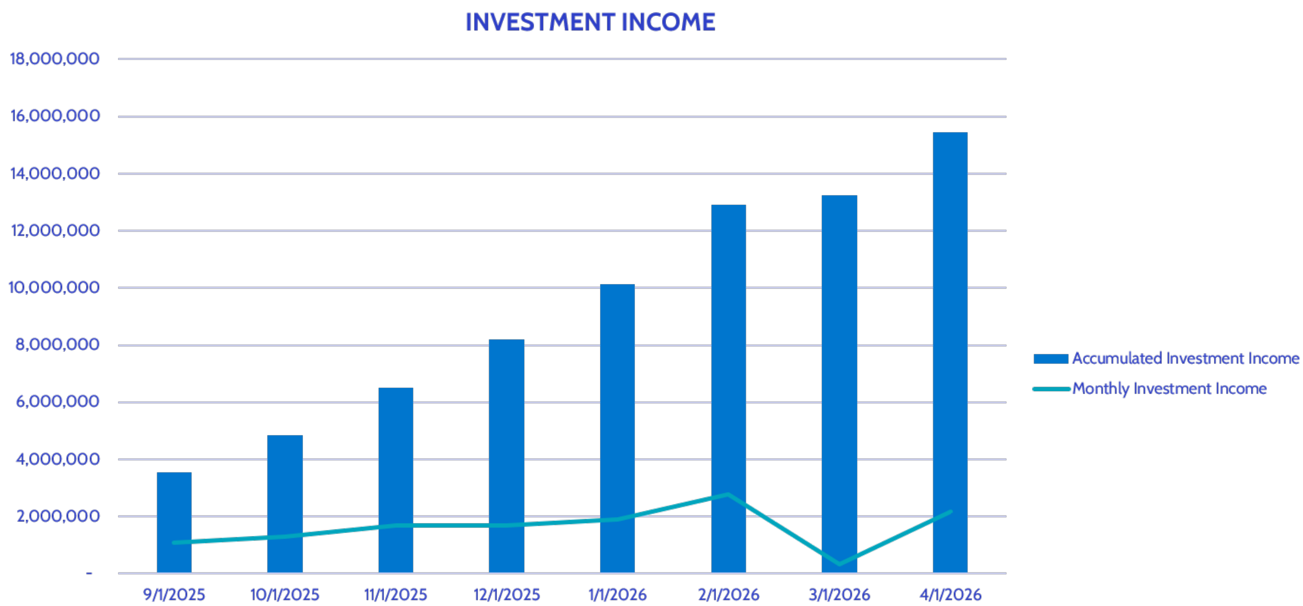
Account Summary

	End Values as of 03/31/2026	End Values as of 04/30/2026
Market Value	124,009,766.92	124,178,651.23
Accrued Interest	874,582.36	958,243.02
Total Market Value	**124,884,349.28**	**125,136,894.24**
Income Earned	538,028.63	422,639.50
Cont/WD	10,000,000.00	0.00
Par	125,077,189.27	125,390,477.88
Book Value	123,964,444.20	124,294,469.97
Cost Value	123,741,800.66	124,049,551.01

Top Issuers

United States	53.77%
Federal Home Loan Mortgage Corp	10.44%
Chase Issuance Trust	1.39%
Guardian Life Global Funding	1.20%
The Home Depot, Inc.	1.16%
Toyota Motor Corporation	1.11%
Caterpillar Inc.	1.05%
WF Card Issuance Trust	1.01%

The chart below presents monthly and year-to-date investment income for the first ten months of FY26.



	9/30/2025	10/31/2025	11/30/2025	12/31/2025	1/31/2026	2/28/2026	3/31/2026	4/30/2026
Accumulated Investment Income	3,551,532	4,842,114	6,521,057	8,205,810	10,120,219	12,911,528	13,253,348	15,440,702
Monthly Investment Income	1,083,544	1,290,582	1,678,943	1,684,753	1,914,409	2,791,309	341,820	2,187,354

Contract Execution between $50,000 and $150,000

To ensure transparency and comply with Community Power's Non-Energy Procurement Policy, the table below lists contracts or amendments with not-to-exceed values between $50,000 and $150,000 that were executed under the CEO's authority since the Treasurer's Report presented at the previous Finance and Risk Management Committee meeting held on June 18, 2026, through June 30, 2026

- Agreement 2023-04 – Quartic Solutions, LLC
    - Second amendment to extend the contract term through September 1, 2028, and to update the scope and schedule of services, no change to the Not-to-Exceed value of $100,000

Capital Investment Program Fund

The FY 2026-30 Capital Investment Plan contains all the individual capital projects, major equipment purchases, and major programs for the agency that are intended to span multiple years and that are considered one-time projects rather than recurring projects.

The first year of the FY 2026-30 CIP is Community Power's capital budget shown in the Budgetary Comparison Schedule. Unspent funds are kept within the CIP and carried forward to the subsequent fiscal year. The CIP includes funding for local development feasibility studies, customer program pilot projects, member agency grants, community grants, a customer education platform, and other community-focused areas.

CAPITAL INVESTMENT PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
Ten Months Ended April 30, 2026

	Annual Amended Budget	YTD Actual	Amended Budget Remaining
REVENUES AND OTHER SOURCES			
Transfer in from Operating Fund	$ 21,881,000	$ 21,881,000	$ -
Grant Revenue - SDREN	31,868,547	5,666,189	(26,202,358)
Grant Revenue - CDFA Efficient Refrigeration Pilot	-	694,563	694,563
Grant Revenue - DAC	589,822	-	(589,822)
Total Revenue and Other Sources	54,339,369	27,547,189	(26,792,180)
EXPENDITURES AND OTHER USES			
Program Expenditures	54,628,369	10,856,709	$ (43,771,661)
Net increase (decrease) in fund balance	$ (289,000)	16,690,480	
Fund balance at beginning of period		10,340,567	
Fund balance at end of period		$ 27,031,047	

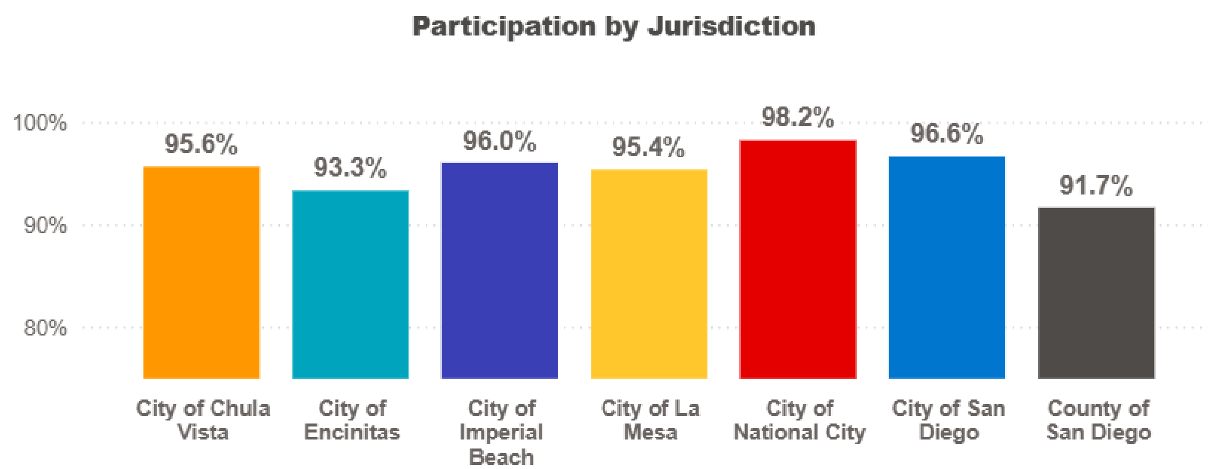
Customer Participation Rates

The participation rate for Community Power 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.

Presented below are the customer participation rates by jurisdiction as of June 1, 2026.

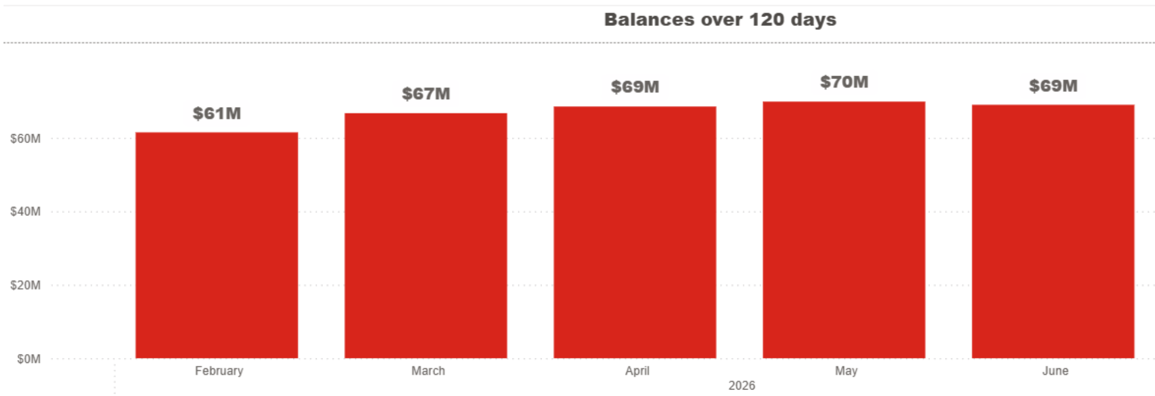
Enrolled Accounts	Participation Rate
969,794	95.5%

Participation

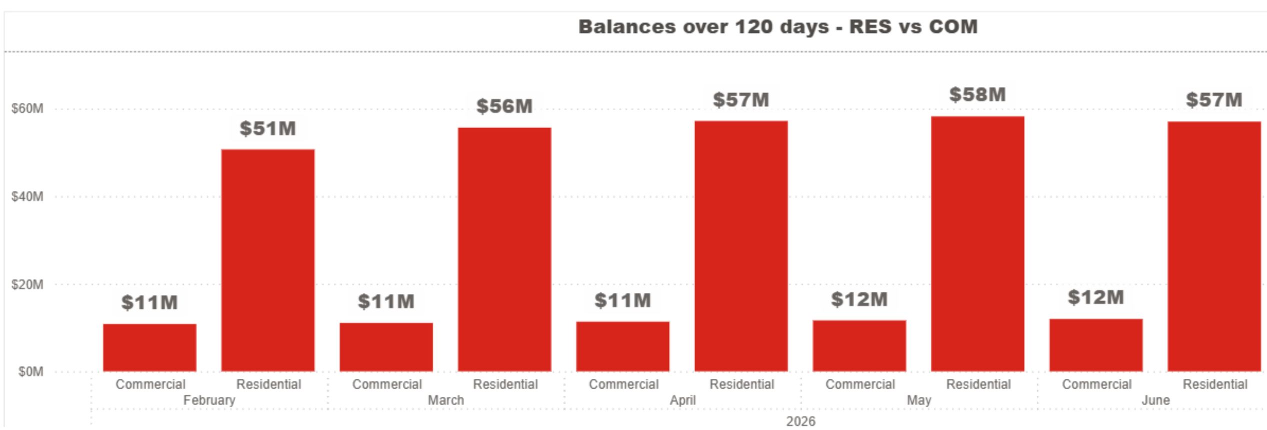


Jurisdiction	Service Option Default	Eligible Accounts	Enrolled Accounts	Participation Rate
City of Chula Vista	PowerOn	100,404	96,029	95.6%
City of Encinitas	Power100	29,071	27,130	93.3%
City of Imperial Beach	PowerOn	10,826	10,395	96.0%
City of La Mesa	PowerOn	29,620	28,245	95.4%
City of National City	PowerOn	19,681	19,334	98.2%
City of San Diego	PowerOn	634,403	613,139	96.6%
County of San Diego	PowerOn	191,436	175,522	91.7%
Total		**1,015,441**	**969,794**	**95.5%**

Presented below is the state of Community Power arrearages. The below arrearage data includes Community Power's receivables aged 120+ days as of June 1, 2026.



Presented below is a breakout of Community Power's arrearages data by residential and commercial customer class as of June 1, 2026.



Fiscal Impact

N/A

Attachments

A: FY 2026 Year-to-Date Period Ended April 30, 2026, Financial Statements.

ITEM 8
ATTACHMENT A

MAHER
ACCOUNTANCY

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 April 30, 2026, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the ten months 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
June 3, 2026

1101 Fifth Avenue, Suite 200 San Rafael, CA 94901 415 459 1249 mahercpa.com

SAN DIEGO COMMUNITY POWER
STATEMENT OF NET POSITION
As of April 30, 2026

ASSETS	
Current assets	
Cash and cash equivalents - unrestricted	$ 482,130,332
Cash and cash equivalents - restricted	33,257,761
Accounts receivable, net of allowance	87,232,090
Accrued revenue	39,325,087
Prepaid expenses	3,398,611
Other receivables	6,409,869
Deposits	1,215,225
Investments	85,668,443
Total current assets	738,637,418
Noncurrent assets	
Cash and cash equivalents - restricted	18,677,976
Investments	113,075,550
Capital assets, net of depreciation and amortization	1,119,957
Total noncurrent assets	132,873,483
Total assets	871,510,901
LIABILITIES	
Current liabilities	
Accrued cost of electricity	93,374,486
Accounts payable	4,842,815
Other accrued liabilities	4,098,092
State surcharges payable	185,741
Deposits - energy suppliers	383,731
Lease liability	746,781
Advances from grantors	51,288,737
Total current liabilities	154,920,383
Noncurrent liabilities	
Deposits - energy suppliers	3,867,810
Total noncurrent liabilities	3,867,810
Total liabilities	158,788,193
NET POSITION	
Net investment in capital assets	373,176
Restricted for security collateral	647,000
Unrestricted	711,702,532
Total net position	$ 712,722,708

See accountants' compilation report.

SAN DIEGO COMMUNITY POWER
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
Ten Months Ended April 30, 2026

OPERATING REVENUES	
Electricity sales, net	$ 1,049,145,824
Grant revenue	6,360,751
Liquidated damages revenue	2,348,023
Other income	707,342
Total operating revenues	1,058,561,940
OPERATING EXPENSES	
Cost of electricity	788,058,033
Contract services	20,909,312
Staff compensation	17,326,102
Other operating expenses	10,303,804
Depreciation and amortization	751,125
Total operating expenses	837,348,376
Operating income	221,213,564
NON-OPERATING REVENUES (EXPENSES)	
Investment income	15,440,702
Interest expense	(163,722)
Nonoperating revenues (expenses), net	15,276,980
CHANGE IN NET POSITION	236,490,544
Net position at beginning of year	476,232,164
Net position at end of year	$ 712,722,708

SAN DIEGO COMMUNITY POWER
STATEMENT OF CASH FLOWS
Ten Months Ended April 30, 2026

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers	$ 1,113,379,822
Receipts from grantors	32,320,572
Receipts of supplier security deposits	29,860,990
Receipts from wholesale sales and other operating activities	6,322,758
Payments to suppliers for electricity	(799,049,909)
Payments for other goods and services	(28,889,943)
Payments for deposits and collateral	(5,330,351)
Payments for staff compensation	(17,357,359)
Payments of state surcharges	(2,370,998)
Net cash provided by operating activities	328,885,582
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Proceeds from bank note	19,000,000
Principal payments - bank note	(19,000,000)
Interest payments	(89,170)
Net cash provided (used) by noncapital financing activities	(89,170)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Lease payments	(779,820)
Purchases of capital assets	(553,540)
Net cash used by capital and related financing activities	(1,333,360)
CASH FLOWS FROM INVESTING ACTIVITIES	
Investment income received	14,639,694
Proceeds from investment sales and maturities of investments	6,335,238
Purchase of investments	(133,546,161)
Net cash provided (used) by investing activities	(112,571,229)
Net change in cash and cash equivalent	214,891,823
Cash and cash equivalents at beginning of year	319,174,246
Cash and cash equivalents at end of year	$ 534,066,069
Reconciliation to the Statement of Net Positio	
Unrestricted cash and cash equivalents - current	$ 482,130,332
Restricted cash and cash equivalents - current	33,257,761
Restricted cash and cash equivalents - noncurrent	18,677,976
Cash and cash equivalents	$ 534,066,069
NONCASH INVESTING ACTIVITIES	
Change in fair value of investments	$ 470,430
Change in interest income receivable	$ 330,578

See accountants' compilation report.

SAN DIEGO COMMUNITY POWER
STATEMENT OF CASH FLOWS (continued)
Ten Months Ended April 30, 2026

RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES

Operating income	$ 221,213,564
Adjustments to reconcile operating income to net cash provided by operating activities	
Depreciation and amortization expense	751,125
(Increase) decrease in:	
Accounts receivable, net	28,795,133
Accrued revenue	33,417,272
Prepaid expenses	20,403,524
Other receivables	(1,979,300)
Deposits	9,878,986
Increase (decrease) in:	
Accrued cost of electricity	(8,827,680)
Accounts payable	1,031,843
Advances from grantors	26,033,023
Other accrued liabilities	1,938,137
State surcharges payable	(349,405)
Deposits - energy suppliers	(3,420,640)
Net cash provided by operating activities	$ 328,885,582

See accountants' compilation report.

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 ten months ended April 30, 2026 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
June 3, 2026

1101 Fifth Avenue, Suite 200 San Rafael, CA 94901 415 459 1249 mahercpa.com

SAN DIEGO COMMUNITY POWER
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
Ten Months Ended April 30, 2026

	Year-to-Date				Annual	
	Amended Budget	Actual	Amended Budget Variance (Under) Over	Actual/ Amended Budget %	Amended Budget	Amended Budget Remaining
REVENUES AND OTHER SOURCES						
Gross Ratepayer Revenues	$ 1,044,904,000	$ 1,065,122,664	$ 20,218,664	102%	$ 1,194,789,000	$ 129,666,336
Less: Uncollectible Customer Accounts	(16,927,000)	(15,976,840)	950,160	94%	(19,370,000)	(3,393,160)
Other Income	-	3,055,365	3,055,365	na	-	(3,055,365)
Total Revenues and Other Sources	1,027,977,000	1,052,201,189	24,224,189		1,175,419,000	123,217,811
OPERATING EXPENSES						
Cost of Energy	832,165,000	788,058,033	(44,106,967)	95%	969,917,000	181,858,967
Professional Services and Consultants	19,511,000	15,718,708	(3,792,292)	81%	23,414,000	7,695,292
Personnel Costs	16,343,000	15,852,746	(490,254)	97%	19,612,000	3,759,254
Marketing and Outreach	1,931,000	1,713,981	(217,019)	89%	2,317,000	603,019
General & Administrative	3,873,000	3,768,882	(104,118)	97%	4,648,000	879,118
Total Operating Expenses	873,823,000	825,112,351	(48,710,649)		1,019,908,000	194,795,649
Operating Income (Loss)	154,154,000	227,088,838	72,934,838		155,511,000	(71,577,838)
NON-OPERATING REVENUES (EXPENSES)						
Investment Income	15,246,000	15,440,702	194,702	101%	18,295,000	2,854,298
Interest and Related Expenses	(1,262,000)	(1,554,275)	(292,275)	123%	(1,515,000)	39,275
Transfer to Capital Investment Program	(21,881,000)	(21,881,000)	-	100%	(21,881,000)	-
Total Non-Operating Revenues (Expenses)	(7,897,000)	(7,994,573)	(97,573)		(5,101,000)	2,893,573
NET CHANGE	$ 146,257,000	$ 219,094,265	$ 72,837,265		$ 150,410,000	$ (68,684,265)

See accountants' compilation report.

CAPITAL INVESTMENT PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
Ten Months Ended April 30, 2026

	Annual Amended Budget	YTD Actual	Amended Budget Remaining
REVENUES AND OTHER SOURCES			
Transfer in from Operating Fund	$ 21,881,000	$ 21,881,000	$ -
Grant Revenue - SDREN	31,868,547	5,666,189	(26,202,358)
Grant Revenue - CDFA Efficient Refrigeration Pilot	-	694,563	694,563
Grant Revenue - DAC	589,822	-	(589,822)
Total Revenue and Other Sources	54,339,369	27,547,189	(26,792,180)
EXPENDITURES AND OTHER USES			
Program Expenditures	54,628,369	10,856,709	$ (43,771,661)
Net increase (decrease) in fund balance	$ (289,000)	16,690,480	
Fund balance at beginning of period		10,340,567	
Fund balance at end of period		$ 27,031,047	

See accountants' compilation report.

SAN DIEGO COMMUNITY POWER
Staff Report – Item 9

To:	Board of Directors
From:	Jannies Burlingame Chief Financial Officer/Treasurer
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Treasurer's Report for 11-Month Period Ending May 31, 2026
Date:	August 27, 2026

Recommendation

Receive and File Treasurer's Report for 11-Month Period Ending May 31, 2026.

Background

Beginning in September 2026, Community Power intends to transition the Treasurer's Report from a monthly cadence to a quarterly reporting schedule. This change is intended to better align the Treasurer's Report with the quarterly investment update, allowing staff to present financial results, investment portfolio performance, liquidity, reserve levels, and related risk metrics together in a more comprehensive and coordinated format. Moving to a quarterly cadence will also support more meaningful trend analysis for the Finance & Risk Management Committee while maintaining regular transparency into Community Power's financial position and compliance with applicable policies.

San Diego Community Power (Community Power) prepares its accounting records on a full accrual basis under GAAP for governmental enterprise funds. Year-to-date financial statements for the 11-month period ending May 31, 2026, include budget comparisons.

The Board adopted an Investment Policy on May 25, 2023, with subsequent revisions on June 27, 2024, and August 28, 2025, to ensure the safeguarding of principal, preservation of liquidity, generation of returns, and adherence to a high standard of fiduciary care. The policy requires regular reporting to the Financial and Risk Management Committee (FRMC) via the Treasurer's Report. As of May 31, 2026, the investment portfolio was compliant with the Community Power Investment Policy.

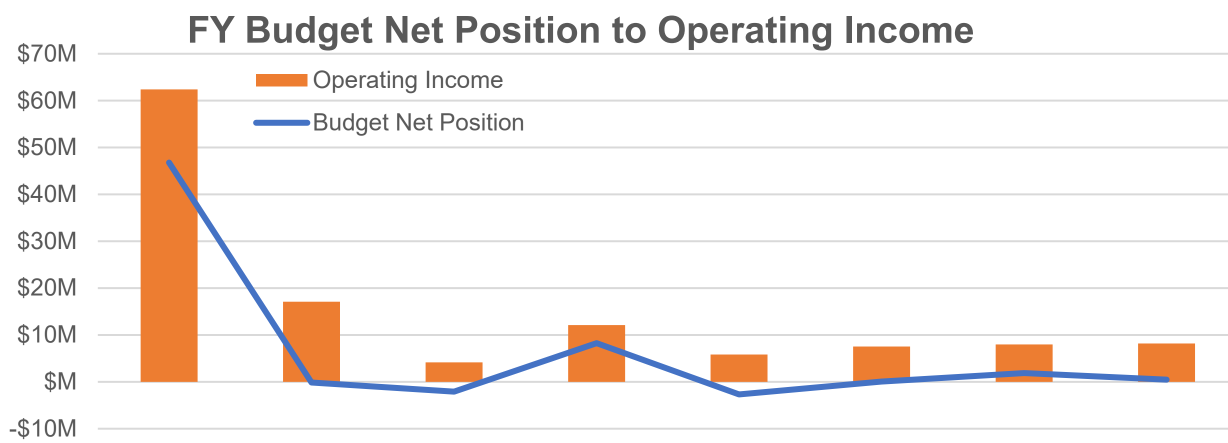
To enhance transparency, Community Power reports newly executed contracts between $50,000 and $150,000 in the Treasurer's Report, per the Delegated Contract Authority Policy. Monthly operational metrics are presented at Board meetings, and key risk metrics are shared during FRMC meetings as part of the Treasurer's Report.

On February 26, 2026, the Community Power Board of Directors (Board) approved the Amended Fiscal Year 2025-26 Operating Budget, which serves as the basis for comparison in this report.

Analysis and Discussion: Actual financial results for the period ending May 31, 2026: $1,125 billion in net operating revenues were reported compared to $1.089 billion budgeted for the period. Community Power's change in net position of $229.3 million was reported year-to-date for Fiscal Year 2025-26. The following is a summary of the actual results through May 31, 2026, compared to the Fiscal Year 2025-26 Amended Budget:

- Operating revenues are $35.5 million, or 3.3% above budget assumptions primarily resulting from higher retail energy sales. Uncollectable customer accounts are lower relative to budget.
- Cost of energy is $50.0 million, or 6.0% under budget, primarily due to significant savings in renewable contracts.
- Professional Services and Consultants: $4.4 million below budget due to lower-than-expected utilization of outside professional services.
- Personnel Costs: $0.4 million under budget, driven by vacancies and accrued vacation.
- Non-Operating Revenues and Expenses:
    - Total investment income of $16.9 million vs the budgeted $16.8 million.
    - $1.7 million in year-to-date interest and related expenses versus $1.4 million budgeted, in line with expectations.

The chart below shows the Budgeted Net Position as compared to actual operating income through the first 11 months of FY26:



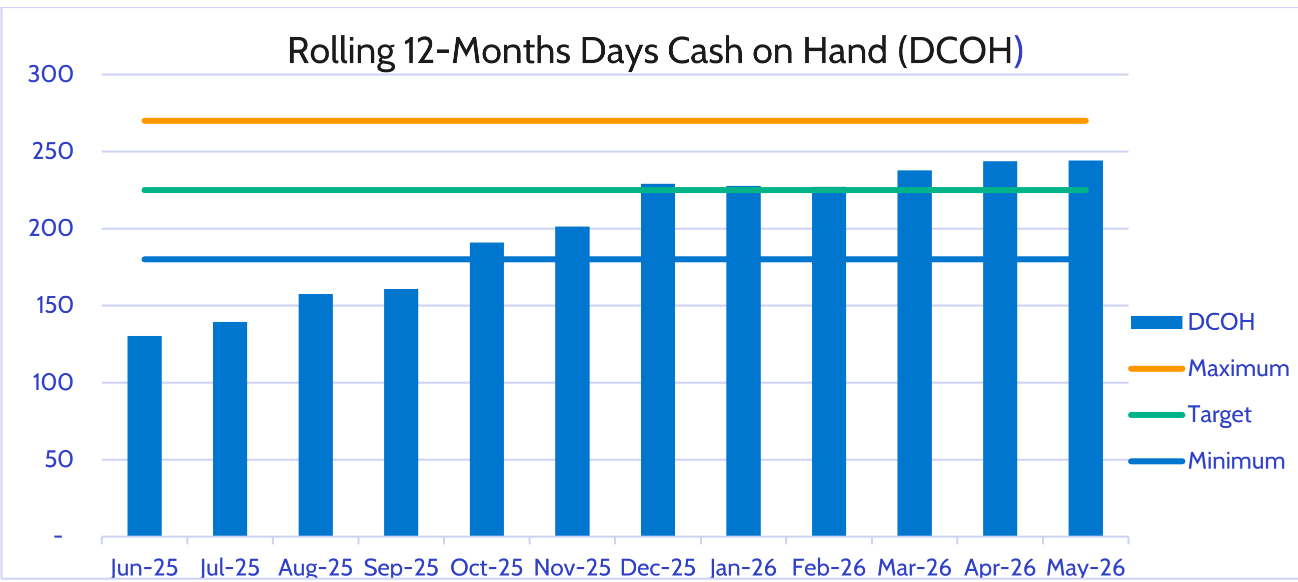
	10/31/2025	11/30/2025	12/31/2025	1/31/2026	2/28/2026	3/31/2026	4/30/2026	5/31/2026
Operating Income	$62.4M	$17.1M	$4.2M	$12.1M	$5.8M	$7.5M	$8.0M	$8.2M
Budget Net Position	$46.8M	-$0.1M	-$2.1M	$8.2M	-$2.7M	$0.1M	$1.9M	$0.5M

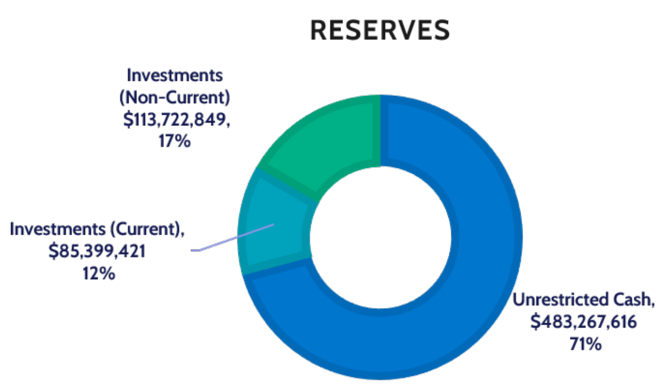
Financial Reserves:

Under Resolution 2025-23, Community Power's revised Financial Reserves Policy establishes a minimum reserve requirement of 180 days cash on hand and a reserve target of 225 days cash on hand. For Fiscal Year 2025-26, this target equates to approximately $623 million, based on projected operating expenses.

Community Power reserves at the end of the period totaled $682.4 million-, or 244-days cash on hand, including $483.3 million in unrestricted cash and $199.1 million in investment holdings. Total available liquidity (including unrestricted cash, investment holdings, and available lines of credit) was $905.4 million.

Presented below are charts showing Community Power's rolling 12-month financial reserves relative to Reserve Policy thresholds, along with the composition of reserves between unrestricted cash and investments.





Presented below are the Budget to Actual results for the 11 months ending May 31, 2026.

SAN DIEGO COMMUNITY POWER
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
Eleven Months Ended May 31, 2026

	Year-to-Date				Annual	
	Amended Budget	Actual	Amended Budget Variance (Under) Over	Actual/ Amended Budget %	Amended Budget	Amended Budget Remaining
REVENUES AND OTHER SOURCES						
Gross Ratepayer Revenues	$ 1,107,246,000	$ 1,138,825,038	$ 31,579,038	103%	$ 1,194,789,000	$ 55,963,962
Less: Uncollectible Customer Accounts	(17,937,000)	(17,082,376)	854,624	95%	(19,370,000)	(2,287,624)
Other Income	-	3,057,567	3,057,567	na	-	(3,057,567)
Total Revenues and Other Sources	1,089,309,000	1,124,800,229	35,491,229		1,175,419,000	50,618,771
OPERATING EXPENSES						
Cost of Energy	898,112,000	848,069,281	(50,042,719)	94%	969,917,000	121,847,719
Professional Services and Consultants	21,463,000	17,097,910	(4,365,090)	80%	23,414,000	6,316,090
Personnel Costs	17,978,000	17,585,971	(392,029)	98%	19,612,000	2,026,029
Marketing and Outreach	2,124,000	1,901,869	(222,131)	90%	2,317,000	415,131
General & Administrative	4,260,000	4,218,496	(41,504)	99%	4,648,000	429,504
Total Operating Expenses	943,937,000	888,873,527	(55,063,473)		1,019,908,000	131,034,473
Operating Income (Loss)	145,372,000	235,926,702	90,554,702		155,511,000	(80,415,702)
NON-OPERATING REVENUES (EXPENSES)						
Investment Income	16,770,000	16,972,947	202,947	101%	18,295,000	1,322,053
Interest and Related Expenses	(1,389,000)	(1,696,275)	(307,275)	122%	(1,515,000)	181,275
Transfer to Capital Investment Program	(21,881,000)	(21,881,000)	-	100%	(21,881,000)	-
Total Non-Operating Revenues (Expenses)	(6,500,000)	(6,604,328)	(104,328)		(5,101,000)	1,503,328
NET CHANGE	$ 138,872,000	$ 229,322,374	$ 90,450,374		$ 150,410,000	$ (78,912,374)

Investment Portfolio Report

Chandler Asset Management manages Community Power's investment portfolio. As of May 31, 2026, the market value of the portfolio was $125.3M and in compliance with Community Power's Investment Policy. Presented below is a summary of the investment portfolio's overall characteristics.

PORTFOLIO SUMMARY

CHANDLER ASSET MANAGEMENT

San Diego Community Power | Account #11293 | As of May 31, 2026

Portfolio Characteristics

Average Modified Duration	2.50
Average Coupon	3.85%
Average Purchase YTM	4.11%
Average Market YTM	4.18%
Average Credit Quality*	AA+
Average Final Maturity	2.94
Average Life	2.74

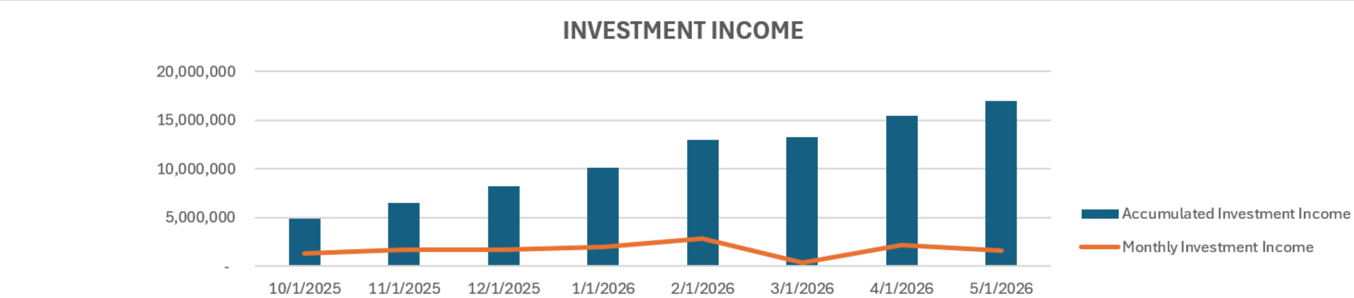
Account Summary

	End Values as of 04/30/2026	End Values as of 05/31/2026
Market Value	124,178,651.23	124,285,511.28
Accrued Interest	958,243.02	966,587.57
Total Market Value	**125,136,894.24**	**125,252,098.85**
Income Earned	422,639.50	321,875.17
Cont/WD	0.00	0.00
Par	125,390,477.88	125,851,266.96
Book Value	124,294,469.97	124,718,492.09
Cost Value	124,049,551.01	124,451,810.52

Top Issuers

United States	53.26%
Federal Home Loan Mortgage Corp	10.40%
Chase Issuance Trust	1.39%
Guardian Life Global Funding	1.19%
The Home Depot, Inc.	1.15%
Toyota Motor Corporation	1.11%
Honda Auto Receivables Owner Trust	1.08%
Caterpillar Inc.	1.05%

The chart below presents monthly and year-to-date investment income for the first 11 months of FY26.



	10/31/2025	11/30/2025	12/31/2025	1/31/2026	2/28/2026	3/31/2026	4/30/2026	5/31/2026
Accumulated Investment Income	4,842,114	6,521,057	8,205,810	10,120,219	12,911,528	13,253,348	15,440,702	16,972,947
Monthly Investment Income	1,290,582	1,678,943	1,684,753	1,914,409	2,791,309	341,820	2,187,354	1,532,245

Contract Execution between $50,000 and $150,000

To ensure transparency and comply with Community Power's Non-Energy Procurement Policy, the table below lists contracts or amendments with not-to-exceed values between $50,000 and $150,000 that were executed under the CEO's authority between July 1 and July 31, 2026:

- Agreement 2026 -07 – Energy Integrity, Inc. dba Home Energy Academy
    - For development and delivery to residential customers education, outreach, and workshops supporting Community Power's Solar Battery Savings Program, Not-to-Exceed $130,000
- Amendment 1 to Agreement 2025-61 with Power Switch Advisory, LLC
    - For professional engineering and advisory services supporting SDCP's Battery Energy Storage System (BESS) initiative, Not-to-Exceed $100,000
- Amendment 2 to Agreement 2024-12 with Sorren CPAs P.C.
    - For independent financial statement auditing services, Not-to-Exceed $105,000
- Amendment 1 to Agreement 2026-08 with PlanetBids, LLC
    - For addition of vendor insurance compliance module through Community Power's eProcurement System, Not-to-Exceed $59,035.58
- Agreement 2026-29 with GDS Associates Inc.
    - For specialized technical, regulatory, and wholesale power market advisory services, Not-to-Exceed $125,000
- Agreement 2025-69 with Casa Familiar, Inc.
    - For marketing, education, and outreach services that support recruitment and enrollment of low-income residents and property owners into the California Energy Commission's Equitable Building Decarbonization Direct Install Program, Not-to-Exceed $120,000
- Agreement 2026-25 with The Cadmus Group LLC.
    - For evaluation and customer survey services related to SDCP's Solar Battery Savings Program, Not-to-Exceed $147,205
- Purchase Order 2606-04 for Adobe, Inc.
    - For Renewal of Adobe software services, Not-to-Exceed $57,237.40

Capital Investment Program Fund

The FY 2026-30 Capital Investment Plan contains all the individual capital projects, major equipment purchases, and major programs for the agency that are intended to span multiple years and that are considered one-time projects rather than recurring projects.

The first year of the FY 2026-30 CIP is Community Power's capital budget shown in the Budgetary Comparison Schedule. Unspent funds are kept within the CIP and carried forward to the subsequent fiscal year. The CIP includes funding for local development feasibility studies, customer program pilot projects, member agency grants, community grants, a customer education platform, and other community-focused areas.

CAPITAL INVESTMENT PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
Eleven Months Ended May 31, 2026

	Annual Amended Budget	YTD Actual	Amended Budget Remaining
REVENUES AND OTHER SOURCES			
Transfer in from Operating Fund	$ 21,881,000	$ 21,881,000	$ -
Grant Revenue - SDREN	31,868,547	7,008,004	(24,860,543)
Grant Revenue - CDFA Efficient Refrigeration Pilot	-	694,563	694,563
Grant Revenue - DAC	589,822	-	(589,822)
Total Revenue and Other Sources	54,339,369	28,889,004	(25,450,365)
EXPENDITURES AND OTHER USES			
Program Expenditures	54,628,369	12,729,476	$ (41,898,893)
Net increase (decrease) in fund balance	$ (289,000)	16,159,528	
Fund balance at beginning of period		10,340,567	
Fund balance at end of period		$ 26,500,095	

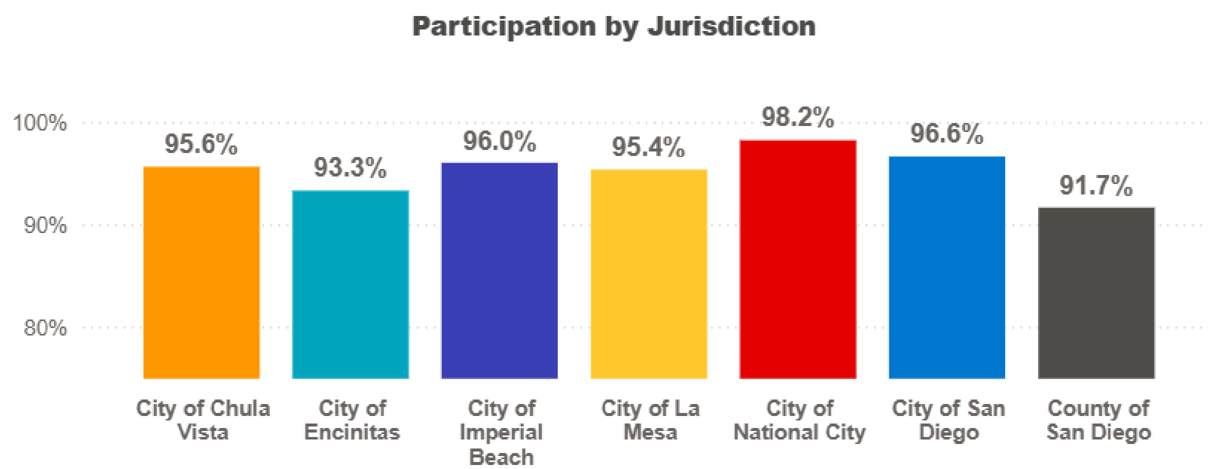
Customer Participation Rates

The participation rate for Community Power 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.

Presented below are the customer participation rates by jurisdiction as of July 1, 2026.

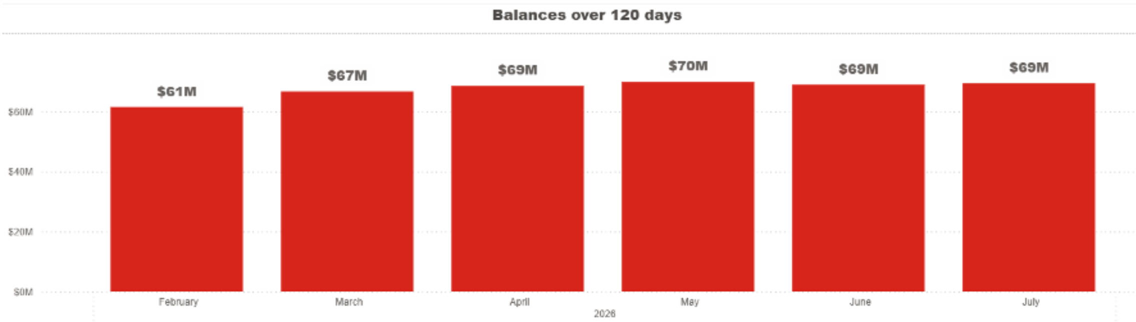
Enrolled Accounts	Participation Rate
969,794	95.5%

Participation

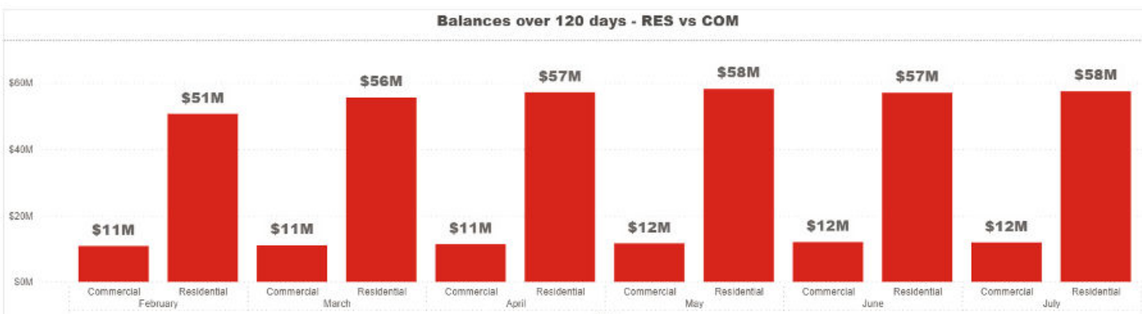


Jurisdiction	Service Option Default	Eligible Accounts	Enrolled Accounts	Participation Rate
City of Chula Vista	PowerOn	100,404	96,029	95.6%
City of Encinitas	Power100	29,071	27,130	93.3%
City of Imperial Beach	PowerOn	10,826	10,395	96.0%
City of La Mesa	PowerOn	29,620	28,245	95.4%
City of National City	PowerOn	19,681	19,334	98.2%
City of San Diego	PowerOn	634,403	613,139	96.6%
County of San Diego	PowerOn	191,436	175,522	91.7%
Total		**1,015,441**	**969,794**	**95.5%**

Presented below is the state of Community Power arrearages. The below arrearage data includes Community Power's receivables aged 120+ days as of July 1, 2026.



Presented below is a breakout of Community Power's arrearages data by residential and commercial customer class as of July 1, 2026.



Fiscal Impact

N/A

Strategic Plan

Consistent with the Strategic Plan objective of implementing prudent fiscal strategies to support long-term organizational sustainability.

Attachments

A: FY 2026 Year-to-Date Period Ended May 31, 2026, Financial Statements.

ITEM 9
ATTACHMENT A

MAHER
ACCOUNTANCY

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 May 31, 2026, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the eleven months 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
June 30, 2026

1101 Fifth Avenue, Suite 200 San Rafael, CA 94901 415 459 1249 mahercpa.com

SAN DIEGO COMMUNITY POWER
STATEMENT OF NET POSITION
As of May 31, 2026

ASSETS	
Current assets	
Cash and cash equivalents - unrestricted	$ 483,267,616
Cash and cash equivalents - restricted	33,257,761
Accounts receivable, net of allowance	86,203,118
Accrued revenue	46,910,967
Prepaid expenses	3,746,063
Other receivables	10,310,389
Deposits	1,376,150
Investments	85,399,421
Total current assets	750,471,485
Noncurrent assets	
Cash and cash equivalents - restricted	17,440,848
Investments	113,722,849
Capital assets, net of depreciation and amortization	1,054,288
Total noncurrent assets	132,217,985
Total assets	882,689,470
LIABILITIES	
Current liabilities	
Accrued cost of electricity	95,751,720
Accounts payable	4,617,914
Other accrued liabilities	4,550,674
State surcharges payable	352,866
Deposits - energy suppliers	383,731
Lease liability	672,679
Advances from grantors	50,051,609
Total current liabilities	156,381,193
Noncurrent liabilities	
Deposits - energy suppliers	3,867,810
Total noncurrent liabilities	3,867,810
Total liabilities	160,249,003
NET POSITION	
Net investment in capital assets	381,609
Restricted for security collateral	647,000
Unrestricted	721,411,858
Total net position	$ 722,440,467

SAN DIEGO COMMUNITY POWER
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
Eleven Months Ended May 31, 2026

OPERATING REVENUES	
Electricity sales, net	$ 1,121,742,662
Grant revenue	7,702,566
Liquidated damages revenue	2,348,023
Other income	709,544
Total operating revenues	1,132,502,795
OPERATING EXPENSES	
Cost of electricity	848,069,281
Contract services	23,626,146
Staff compensation	19,059,327
Other operating expenses	11,528,289
Depreciation and amortization	816,794
Total operating expenses	903,099,837
Operating income	229,402,958
NON-OPERATING REVENUES (EXPENSES)	
Investment income	16,972,947
Interest expense	(167,602)
Nonoperating revenues (expenses), net	16,805,345
CHANGE IN NET POSITION	246,208,303
Net position at beginning of year	476,232,164
Net position at end of year	$ 722,440,467

SAN DIEGO COMMUNITY POWER
STATEMENT OF CASH FLOWS
Eleven Months Ended May 31, 2026

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers	$ 1,179,586,876
Receipts from grantors	32,425,260
Receipts of supplier security deposits	29,860,990
Receipts from wholesale sales and other operating activities	6,324,960
Payments to suppliers for electricity	(861,007,102)
Payments for other goods and services	(34,026,452)
Payments for deposits and collateral	(5,330,351)
Payments for staff compensation	(17,634,933)
Payments of state surcharges	(2,370,998)
Net cash provided by operating activities	327,828,250
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Proceeds from bank note	19,000,000
Principal payments - bank note	(19,000,000)
Interest payments	(89,170)
Net cash provided (used) by noncapital financing activities	(89,170)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Lease payments	(857,802)
Purchases of capital assets	(553,540)
Net cash used by capital and related financing activities	(1,411,342)
CASH FLOWS FROM INVESTING ACTIVITIES	
Investment income received	16,344,758
Proceeds from investment sales and maturities of investments	9,404,723
Purchase of investments	(137,285,240)
Net cash provided (used) by investing activities	(111,535,759)
Net change in cash and cash equivalent	214,791,979
Cash and cash equivalents at beginning of year	319,174,246
Cash and cash equivalents at end of year	$ 533,966,225
Reconciliation to the Statement of Net Positio	
Unrestricted cash and cash equivalents - current	$ 483,267,616
Restricted cash and cash equivalents - current	33,257,761
Restricted cash and cash equivalents - noncurrent	17,440,848
Cash and cash equivalents	$ 533,966,225
NONCASH INVESTING ACTIVITIES	
Change in fair value of investments	$ 179,113
Change in interest income receivable	$ 449,076

SAN DIEGO COMMUNITY POWER
STATEMENT OF CASH FLOWS (continued)
Eleven Months Ended May 31, 2026

RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES

Operating income	$ 229,402,958
Adjustments to reconcile operating income to net cash provided by operating activities	
Depreciation and amortization expense	816,794
(Increase) decrease in:	
Accounts receivable, net	29,824,105
Accrued revenue	25,831,392
Prepaid expenses	20,056,072
Other receivables	(5,761,322)
Deposits	9,718,061
Increase (decrease) in:	
Accrued cost of electricity	(6,450,446)
Accounts payable	806,942
Advances from grantors	24,795,895
Other accrued liabilities	2,390,719
State surcharges payable	(182,280)
Deposits - energy suppliers	(3,420,640)
Net cash provided by operating activities	$ 327,828,250

MAHER
ACCOUNTANCY

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 eleven months ended May 31, 2026 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
June 30, 2026

SAN DIEGO COMMUNITY POWER
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
Eleven Months Ended May 31, 2026

	Year-to-Date				Annual	
	Amended Budget	Actual	Amended Budget Variance (Under) Over	Actual/ Amended Budget %	Amended Budget	Amended Budget Remaining
REVENUES AND OTHER SOURCES						
Gross Ratepayer Revenues	$ 1,107,246,000	$ 1,138,825,038	$ 31,579,038	103%	$ 1,194,789,000	$ 55,963,962
Less: Uncollectible Customer Accounts	(17,937,000)	(17,082,376)	854,624	95%	(19,370,000)	(2,287,624)
Other Income	-	3,057,567	3,057,567	na	-	(3,057,567)
Total Revenues and Other Sources	1,089,309,000	1,124,800,229	35,491,229		1,175,419,000	50,618,771
OPERATING EXPENSES						
Cost of Energy	898,112,000	848,069,281	(50,042,719)	94%	969,917,000	121,847,719
Professional Services and Consultants	21,463,000	17,097,910	(4,365,090)	80%	23,414,000	6,316,090
Personnel Costs	17,978,000	17,585,971	(392,029)	98%	19,612,000	2,026,029
Marketing and Outreach	2,124,000	1,901,869	(222,131)	90%	2,317,000	415,131
General & Administrative	4,260,000	4,218,496	(41,504)	99%	4,648,000	429,504
Total Operating Expenses	943,937,000	888,873,527	(55,063,473)		1,019,908,000	131,034,473
Operating Income (Loss)	145,372,000	235,926,702	90,554,702		155,511,000	(80,415,702)
NON-OPERATING REVENUES (EXPENSES)						
Investment Income	16,770,000	16,972,947	202,947	101%	18,295,000	1,322,053
Interest and Related Expenses	(1,389,000)	(1,696,275)	(307,275)	122%	(1,515,000)	181,275
Transfer to Capital Investment Program	(21,881,000)	(21,881,000)	-	100%	(21,881,000)	-
Total Non-Operating Revenues (Expenses)	(6,500,000)	(6,604,328)	(104,328)		(5,101,000)	1,503,328
NET CHANGE	$ 138,872,000	$ 229,322,374	$ 90,450,374		$ 150,410,000	$ (78,912,374)

See accountants' compilation report.

CAPITAL INVESTMENT PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
Eleven Months Ended May 31, 2026

	Annual Amended Budget	YTD Actual	Amended Budget Remaining
REVENUES AND OTHER SOURCES			
Transfer in from Operating Fund	$ 21,881,000	$ 21,881,000	$ -
Grant Revenue - SDREN	31,868,547	7,008,004	(24,860,543)
Grant Revenue - CDFA Efficient Refrigeration Pilot	-	694,563	694,563
Grant Revenue - DAC	589,822	-	(589,822)
Total Revenue and Other Sources	54,339,369	28,889,004	(25,450,365)
EXPENDITURES AND OTHER USES			
Program Expenditures	54,628,369	12,729,476	$ (41,898,893)
Net increase (decrease) in fund balance	$ (289,000)	16,159,528	
Fund balance at beginning of period		10,340,567	
Fund balance at end of period		$ 26,500,095	

See accountants' compilation report.

SAN DIEGO COMMUNITY POWER
Staff Report – Item 10

To:	Board of Directors
From:	Jen Lebron, Senior Director of Public Affairs
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Community Advisory Committee Monthly Update
Date:	August 27, 2026

Recommendation

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

Background

Per Section 5.10.3 of the San Diego Community Power (Community Power) Joint Powers Authority 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 for a venue for ongoing citizen support and engagement in the strategic direction, goals, and programs of Community Power.

At the direction of the Board Chair, the CAC provides quarterly reports to the Board of Directors on the regular agenda and monthly updates on the consent agenda. Under an adjusted schedule, the next quarterly report is expected to be provided at the Board meeting on August 27, 2026, in which the update for the June 23, 2026 special CAC meeting update is included.

Analysis and Discussion

During the August 13, 2026, regular CAC meeting, Chair Montero-Adams (City of San Diego) led the approval of the consent agenda, which included the newly-added Treasurer's Report and updates on Customer Operations, Marketing, Public Relations, Power Services, Programs, and Regulatory and Legislative Affairs.

The CAC heard an update on the Solar Battery Savings Residential Program, in which members commended the program and its provision of customer workshops in the South Bay. Members also received a presentation on Community Power's Vehicle-Grid Integration efforts, expressing excitement about the upcoming demonstration and providing feedback on how to explain the impact of the technology to customers.

The Power Services team also went over updates on San Diego Community Power's 2026 Integrated Resource Plan (IRP); 2025 Power Source Disclosure & Power Content Label (PCL); and 2026 Renewable Portfolio Standard (RPS) Plan. Members asked about rate impacts and Member Andersen disagreed with regulatory definitions that categorize nuclear power as carbon-free. Lastly, members heard Community Power's Data Center Load Integration Guidelines, where they asked about what circumstances would trigger advocacy efforts, what the process for consideration would look like for non-compliant data centers, and what Community Power's authority to refuse service is. The group unanimously recommended that the Board move to approve the guidelines.

No items were recommended for Board of Directors' consideration. Member Andersen shared an announcement on an upcoming community event. As of August 27, 2026, the CAC has five (5) vacancies representing the City of Imperial Beach, the City of San Diego, the City of La Mesa, the City of National City, and the City of Encinitas.

Fiscal Impact

N/A

Attachment

N/A

SAN DIEGO COMMUNITY POWER

Staff Report – Item 11

To:	Board of Directors
From:	Patrick Welch, Associate Director of Legislative Affairs
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Update on Regulatory and Legislative Affairs
Date:	August 27, 2026

Recommendation

Receive and file the update on regulatory and legislative affairs.

Background

Staff provide regular updates to the Board of Directors regarding Community Power's regulatory and legislative engagement.

Analysis and Discussion

A) Regulatory Updates

San Diego Gas & Electric General Rate Case Application

San Diego Gas & Electric (SDG&E) filed a Phase 1 general rate case (GRC) application (A.26-06-015) at the California Public Utilities Commission (CPUC) proposing a base electric revenue requirement increase for 2028 of $72 million over its expected 2027 revenue requirement, which would increase its total electric revenue requirement to $2.9 billion, to be effective January 1, 2028.

If this increase is approved, a typical non-California Alternate Rates for Energy (CARE) electric residential bundled customer will see a monthly bill increase of $14.03 (or 7.1%) compared to estimated rates for 2027 and $9.04 per month (or 8.1%) for CARE-enrolled customers.

On July 20, 2026, Community Power and Clean Energy Alliance (CEA) jointly filed a protest of SDG&E's Application, arguing that the CPUC should refrain from granting SDG&E's requests and should set this matter for hearing to allow for further record development on the issues identified. Specifically, the Joint CCAs identified several preliminary issues that require further investigation to ensure that they are just and reasonable and in compliance with CPUC rules related to CCA service fees, information technology system upgrades, staffing requests, vintaging of utility-owned generation assets, and operation and maintenance costs for energy procurement.

Power Charge Indifference Adjustment (PCIA)

Track 1: Update on Pending Appellate Litigation

Track 1 of the CPUC's *Rulemaking to Update and Reform Energy Resource Recovery Account (ERRA) and Power Charge Indifference Adjustment (PCIA) Policies and Processes* ("PCIA proceeding", R.25-02-005) addressed revisions to the Resource Adequacy Market Price Benchmark (RA MPB), a key component of the PCIA used to determine the market value of utility generation portfolios. As previously reported in the January 2026 Regulatory and Legislative staff report to the Board of Directors (see page 54), Community Power's trade association, the California Community Choice Association (CalCCA), challenged the CPUC's decision to apply the revised RA MPB methodology retroactively to 2025 PCIA calculations, arguing that the change unlawfully shifted costs to CCA customers and violated California's prohibition against retroactive ratemaking.

The Court of Appeal denied CalCCA's petition for review without issuing a written opinion. On July 6, 2026, CalCCA filed a Petition for Review with the California Supreme Court seeking review of that decision. CalCCA continues to argue that the CPUC improperly applied the revised RA MPB methodology to rates that were already in effect and did so without evidence that the prior methodology failed to reflect actual market conditions or maintain customer indifference.

In addition, on July 17, 2026, CalCCA filed Petitions for Writ of Review challenging the CPUC's approval of PG&E's and SCE's 2026 Energy Resource Recovery Account (ERRA) Forecast decisions, which implemented the revised RA MPB methodology adopted in Track 1 (see section below for more information on ERRA cases). Community Power and Clean Energy Alliance filed a similar challenge relating to SDG&E's 2026 ERRA Forecast proceeding. CalCCA contends that the challenged decisions, together with related PCIA cost-allocation issues, could shift more than $1 billion in costs to CCA customers statewide.

The Track 1 rulemaking has concluded, but litigation concerning the CPUC's adoption and implementation of the revised RA MPB methodology remains ongoing before the California Supreme Court and the Courts of Appeal.

Track 2: Opening and Reply Briefs on The Energy Division Staff Report

On August 13, 2026, the CPUC issued a Proposed Decision in Track 2 of the CPUC's PCIA proceeding (R.25-02-005), which addresses the valuation of banked pre-2019 Renewable Energy Credits (RECs) and how that value should be reflected for bundled and departed load customers. Since May 2026, parties filed opening testimony, rebuttal testimony, opening briefs, and reply briefs addressing the CPUC Energy Division Staff Report and competing proposals for valuing pre-2019 banked RECs. Stakeholder positions remain divided among the Joint Investor-Owned Utilities (IOUs), CalCCA, and other parties regarding the appropriate valuation methodology and allocation of benefits associated with these RECs. CalCCA argues that departed customers helped pay for these RECs when they were bundled customers and that assigning a $0 value to those RECs when used for current bundled customer compliance would create a significant cost shift. CalCCA estimates that the potential statewide value at issue exceeds $1.5 billion.

The Proposed Decision affirms that RECs generated before January 1, 2019, and banked by PG&E, SCE, and SDG&E must be valued at zero dollars for purposes of calculating the PCIA when those RECs are used by the IOUs for RPS compliance. The CPUC rejects CalCCA's proposal, noting that the indifference mandates were already satisfied when bundled customers credited the PCIA at the market value of Pre-2019 Banked RECs in the year of generation.

Comments are due September 2, reply comments are due September 7, and the Proposed Decision may be heard at the CPUC's September 17 Business Meeting at the earliest.

Track 3: Comments and Reply Comments on Pre-Scoping Ruling Workshops

Following the June 8, 9, and 15, 2026, Track 3 Planning Workshops convened as part of the CPUC's PCIA proceeding (R.25-02-005), parties filed opening and reply comments addressing the scope, priorities, and procedural framework for Track 3. Community Power staff attended the three workshops, which were established to explore high-level principles regarding customer indifference, potential reforms to the current PCIA methodology, and data access and confidentiality issues. Day 1 focused on alternative principles and approaches for achieving indifference, Day 2 focused on potential reforms to the existing PCIA framework, and Day 3 focused on data access and confidentiality matters.

In post-workshop comments, parties proposed differing approaches for the next phase of Track 3. The Joint IOUs recommended a phased approach that would first prioritize reforms to the Renewable Portfolio Standard Market Price Benchmark (RPS MPB) and Energy Price Index MPB to address PCIA rate volatility, with broader structural reforms considered in later phases. CalCCA, by contrast, urged the CPUC to scope Track 3 broadly and consider structural reforms, including re-vintaging and broader indifference-framework issues, early in the process.

CalCCA submitted comments on July 9, 2026, which recommend that the CPUC:

- Scope Track 3 broadly to consider structural reforms to the indifference framework, including alternative approaches to achieving customer indifference.
- Prioritize consideration of re-vintaging and limited Renewable Portfolio Standard (RPS) Market Price Benchmark (MPB) reforms to address PCIA rate volatility.
- Resolve data access issues early and provide sufficient time for parties to analyze data and develop proposals.

In reply comments, submitted on July 16, 2026, CalCCA further urged the CPUC to reject the Joint IOUs' proposed Track 3 phasing, which would defer consideration of re-vintaging and delay data access, and recommended that any expedited initial phase be limited to evaluating RPS MPB reforms that mirror the Resource Adequacy MPB methodology adopted in Track 1. Parties are currently awaiting a Track 3 Scoping Ruling.

San Diego Gas & Electric (SDG&E) Energy Resource Recovery Account (ERRA) proceedings

Energy Resource Recovery Account (ERRA) proceedings are used to determine investor-owned utilities' (IOU) fuel and purchased power costs which can be recovered in rates. The annual forecast proceeding is to review the forecasted costs that SDG&E will incur to procure energy resources in the coming year. Based on these forecasts, the CPUC approves rates that allow utilities to recover costs from customers. An annual ERRA compliance proceeding reviews SDG&E's compliance in the preceding year regarding energy resource contract administration, least-cost dispatch, fuel procurement, and the ERRA balancing account.

SDG&E 2023 ERRA Compliance Case

On June 26, 2026, the CPUC issued an Amended Scoping Memo and Ruling addressing the only remaining issue for consideration in this proceeding: whether SDG&E should be authorized to recover the under-collected amounts in the Green Tariff Shared Renewables (GTSR)-related balancing accounts, and if so, from whom those costs should be recovered. Community Power has consistently argued that the law prohibits SDG&E from collecting these program costs from non-participants and that SDG&E shareholders should be responsible for the under-collected amounts given the time lapsed from the program's operation and potential mismanagement.

On July 14, 2026, SDG&E filed supplemental direct testimony in response to questions directed by the CPUC regarding cost recovery options from former participants of the GTSR program. The illustrative bill impacts of recovering outstanding GTSR costs from former program participants would result in high bill impacts on those customers, more than half of which are now CCA or Direct Access customers.

On August 9, 2026, Community Power and Clean Energy Alliance (CEA) filed Opening Briefs agreeing with SDG&E that recovering these costs from former program participants is unreasonable. However, Community Power and CEA argue that the only just, reasonable, and legally permissible disposition of SDG&E's stranded GTSR costs is to assign responsibility for those costs to SDG&E shareholders and that SDG&E's mismanagement of the GTSR program supports this outcome. Community Power and CEA filed Reply Briefs on August 14 and are now awaiting a Proposed Decision from the CPUC.

SDG&E 2025 Compliance Case

On July 6, 2026, Community Power and Clean Energy Alliance (CEA) jointly filed a protest of SDG&E's 2025 Energy Resource Recovery Account (ERRA) compliance application, recommending the following:

- The CPUC should refrain from granting the relief SDG&E requests in its application to allow for further investigation of the issues identified herein, as well as any other issues that may arise during the course of this proceeding.
- The CPUC should adopt a scope of issues substantially similar to the scope of SDG&E's 2024 ERRA Compliance proceeding and include the following issue in scope: "Whether SDG&E complied with its Bundled Procurement Plan (BPP). This includes whether it administered overall Resource Adequacy (RA) procurement consistent with its BPP, and whether SDG&E made a reasonable attempt to sell excess RA."

Following the protest, on July 22, 2026, the CPUC issued a Scoping Memo and Ruling setting the procedural scope and schedule regarding SDG&E's 2025 ERRA compliance application. Intervenor Testimony will be filed on December 11, 2026, and proposed decision will be issued approximately in late July 2027.

SDG&E 2027 Forecast Case

On July 22, 2026 the CPUC issued a Scoping Memo and Ruling setting the procedural scope and schedule regarding SDG&E's 2027 Energy Resource Recovery Account (ERRA) forecast application. The CPUC noted issues regarding the reasonableness of forecasting Resource Adequacy (RA) sales and quantities of Retained RA and whether the proposed methods comply with CPUC decisions, along with whether the PCIA customer class allocation is reasonable are addressed under the main list of issues. Intervenor testimony was filed on August 19, 2026.

Green Access Programs Application

On June 11, 2026, the CPUC voted 3-1 to adopt a Decision in the Green Access Programs proceeding (A.22-05-022), which includes a new Community Renewable Energy (CRE) Tariff, the modified Green Tariff, the Disadvantaged Communities Green Tariff (DAC-GT), and program reporting.

The final Decision was revised from the Proposed Decision issued on April 7, 2026, and discussed in the May 2026 Regulatory and Legislative staff report to the Board of Directors (see page 101). The revised Decision makes implementation of the CRE program contingent on new external funding being identified. If such funding becomes a reality, and if it is sufficient to provide customer bill credits and developer compensation, the IOUs will file Tier 3 advice letters with their CRE implementation plans. The IOUs must still file an advice letter within 90 days of the Decision with their proposed CRE tariffs. The revised Decision also establishes a sunset date for the CRE program if no developer has executed a power purchase agreement (PPA) for a CRE project within two years of the CRE tariffs becoming effective. It also finds that in light of the changed circumstances surrounding the CRE program, it's reasonable to allow CCAs to give notice of intent to participate via a Tier 1 advice letter at any time.

Commissioner Houck voted against the Decision and expressed general support for community solar projects but stated that she could not support the Decision given concerns that the CRE program did not do enough to benefit Environmental and Social Justice and Tribal communities, among other concerns.

This Decision closed the proceeding.

Resource Adequacy

On July 10, 2026, the CPUC issued a Final Decision, in Track 1 of the Resource Adequacy (RA) proceeding, adopting local capacity obligations for 2027-2029, flexible capacity obligations for 2027, and program refinements. Refinements include the adoption of requirements applicable to the Reliability Capacity (RC) and Imbalance Reserve (IR) products established with the CAISO's Day-Ahead Market Enhancements (DAME) and Extended Day-Ahead Market (EDAM) initiatives.

Program refinements and findings from the Decision include:

- Adoption of an Unforced Capacity (UCAP) framework for implementation in the 2028 resource adequacy (RA) year.
- Modifications to the storage qualifying capacity (QC) methodology and the updated charging sufficiency value calculation for co-located energy only (EO) resources will be effective beginning in the 2027 RA compliance year.
- Beginning with the 2027 RA compliance year, the CPUC adopts Energy Division's proposal to improve upon the enforcement of the charging sufficiency requirement.
- The CPUC will continue to monitor demand forecasting for data center load to determine whether modifications to the current load forecast process are warranted

- The CPUC concluded that there is no demonstrated need to implement an hourly load obligation trading mechanism under the Slice-of-Day (SOD) framework, as proposed by CalCCA, at this time.

The 2027-2029 Local Capacity Requirements (LCR) for the San Diego region are as follows:

- 2027: 2,006 MW (previously 2,800 MW);
- 2028: 2,014 MW (previously 2,968 MW); and
- 2029: 2,022 MW

Track 2 of the proceeding will consider modifications to the planning reserve (PRM) margin for the 2028 and 2029 compliance years, including consideration of the results of Energy Division's annual Loss of Load Expectation (LOLE) study, and other party proposals for refinement, which were filed on August 14, 2026.

Integrated Resources Planning

Ruling on the Reliable and Clean Power Procurement Program

On June 23, 2026, the CPUC issued a Ruling requesting comments on an additional option for the structure of a Reliable and Clean Power Procurement Program (RCPPP) following the April 29, 2025, Staff Proposal for an RCPPP framework, which is under CPUC consideration for adoption in 2026.

The premise of this proposal is that the Preferred System Plan (PSP) portfolio and/or the Transmission Planning Process (TPP) base case portfolio (in interim years) should drive load serving entity (LSE) procurement. To determine the needs for the RCPPP program, each PSP portfolio and/or TPP base case portfolio would be required to identify the mix of electricity resources that would be optimal for the electric system overall at five, ten, and fifteen years out. Once an analysis is performed, new resource attributes needed in the five-year timeframe would constitute the total procurement need determination for the five years into the future from the adopted portfolio. The procurement would serve as a binding requirement and would only be for new resources that would serve both environmental/clean energy and reliability purposes.

Opening comments were filed on August 14 and reply comments are due September 26, 2026.

Midterm Reliability Compliance Workshop

On July 23, 2026, CPUC hosted a public webinar on the upcoming Procurement Compliance Staff Proposal that will be issued in Rulemaking (R.) 25-06-019. Objectives of workshop were to:

- Familiarize stakeholders with the contents of the Procurement Compliance Staff Proposal topics and proposed approaches.
- Give an opportunity for stakeholders to ask clarifying questions before submitting formal written comments.
- Question Topics
    - Net Cost of New Entry (CONE)
    - Good Faith Effort
    - Definition of “Online”
    - Capacity Factor
    - Resource Delays
    - Issuance of Citations
    - Aligning IRP, Resource Adequacy (RA), and RPS

Prior to the workshop, Community Power worked with CalCCA to file informal comments on a set of questions.

Rulemaking to Improve California Climate Credit

On July 9, 2026, the CPUC issued an Assigned Commissioner’s Ruling and setting the procedural schedule and policy director for Phase 1B, which will evaluate potential reforms to the residential and natural gas Climate Credit programs funding through California’s Cap-and-Invest program. The Ruling signals a significant policy shift from using the Climate Credit primarily as an emissions price signal toward using it as an affordability tool, particularly during periods of high energy costs.

The Ruling identifies four guiding priorities for reform: (1) maximizing customer affordability, especially for customers facing high energy burdens; (2) supporting state electrification goals; (3) ensuring benefits are distributed fairly and proportionally to customers’ greenhouse gas-related energy costs; and (4) maintaining simple, understandable, and cost-effective program administration. The Assigned Commissioner emphasizes that all residential customers should continue to receive some level of Climate Credit, while customers with higher electricity costs may receive larger benefits.

The Ruling signals interest in moving away from the current uniform credit structure and toward a more usage-based approach that provides larger credits to higher-usage customers.

Comments on the ruling were filed on July 24. Most parties generally support retaining the status quo of using a non-volumetric calculation methodology. Parties also request that any proposal departing from the status quo demonstrate that its incremental customer benefits materially outweigh its additional costs, complexity, and implementation risks. Reply comments were filed August 17, 2026.

Rulemaking to Modernize the Electric Grid for a High DER Future

On July 28, 2026, the CPUC issued a Proposed Decision which (1) adopts a biannual schedule for the Integration Capacity Analysis (ICA) workshops starting January 1, 2027, (2) allows the IOUs to file a Tier 2 Advice Letter to propose changes to the workshop cadence, and (3) orders the IOUs to produce Grid Modernization Progress Reports due on October 1 of even-numbered years starting in 2026. Comments were due August 17, reply comments were due August 24, and the Proposed Decision may be heard at the CPUC's meeting on September 3, at the earliest.

2028-2031 Energy Efficiency (EE) Business Plan Application (BPA) Proceeding

On July 24, 2026, the CPUC issued a scoping ruling detailing the issues and schedule for the 2028-2031 BPA proceeding. This proceeding will decide the extent to which San Diego Regional Energy Network's (SDREN) - and all program administrators (PAs) throughout the state - 2028-2031 programs and budget will be authorized. Proceeding deliberation will start in August 2026 and the CPUC will issue a proposed decision by Q3 2027. The CPUC's ruling divided issues into three categories: those for deliberation in the 2028-2031 BPA proceeding, those that will be redirected for deliberation in the general EE oversight proceeding, and those that are out-of-scope entirely.

BPA Proceeding	**General EE Oversight**	**Out-of-Scope Entirely**
Whether requested budgets and programs are reasonable	REN policies and oversight, including applying cost-effectiveness tests to RENs	Moratorium on new RENs
Whether goals in each PAs' BPA are reasonable	Free ridership assumption reform	Changes to avoided costs for demand side management measures beyond EE
Changes to equity and hard-to-reach eligibility	Additional requirements related to workforce quality standards and high road job creation	Elimination of individual programs based on cost-effectiveness, independent of their contributions to the overall portfolio
Increasing the loan cap for On-Bill Financing	Updates to the EE Policy Manual	Use of EE funding for event-based demand response
A framework for administering integrated demand side management programs	Stakeholder engagement reform	Non-energy benefit development
Credit towards goals for stand-alone refrigerant and fuel switching measures	Changes to the CPUC's Evaluation, Measurement, and Verification framework	

Guiding principles for right-sizing infrastructure	Treatment of participant costs, benefits, and meter-informed performance-based programs	
Whether portfolios meet workforce standards requirements	Revising treatment of multifamily projects	
Consolidation of program delivery types and a unified delivery structure		
Streamlining compliance filings		
Changes to statewide program rules		
Changes to the IOUs' third-party procurement requirements		

SDG&E's Application to Withdraw from Regional Energy Efficiency Administration

Comments on the Joint Motion of SDG&E and Public Advocates Office (PAO) Settlement Agreement

On May 1, 2026, SDG&E and the Public Advocates Office (PAO) filed the Joint Motion of SDG&E and PAO for Adoption of Settlement Agreement (Motion). No other parties joined the settlement. The settlement terms and corresponding summary of comments jointly filed by Community Power, Clean Energy Alliance (CEA), and the City of San Diego (City) in June are as follows:

Settlement Term	Community Power, CEA, City Position
Term 1: SDG&E's Application is reasonable, lawful, in the public interest, and should be approved.	**No opposition.** Preserve underlying factual and policy disagreements regarding SDG&E's portfolio performance and withdrawal rationale.
Term 2: SDG&E withdraws from administration of its regional codes and standards program.	**No opposition.** Support adoption if Term 1 is approved.
Term 3: New, expanded, or incremental programs in SDG&E territory must meet IOU-specific performance requirements.	**Oppose.** Reject as unlawful, inconsistent with prior CPUC decisions, outside the scope of this proceeding, and contrary to the public interest.
Term 4: Settling parties will seek expedited statewide application of IOU-specific performance requirements.	**Oppose.** Reject as unrelated to any material issue in this proceeding and unnecessary.

Briefs

On July 1 and July 15, respectively, Community Power – jointly with CEA and the City - filed opening and reply briefs on policy and factual matters. Key arguments in our briefs include:

- **Regional energy efficiency remains valuable.** SDG&E's portfolio-specific performance should not be used to conclude that regional energy efficiency is no longer feasible or beneficial in San Diego. Energy efficiency continues to support affordability, reliability, equity, and decarbonization goals.
- **The affordability case for withdrawal is overstated.** SDG&E's projected customer savings fail to account or otherwise underemphasize significant lost benefits, including customer bill savings, grid/system and non-energy benefits. Energy efficiency is not a primary driver of rate increases and continues to provide substantial value to customers and the grid.
- **Reject Settlement Term Three.** The CPUC should reject new cost-effectiveness requirements on existing and future non-IOU portfolio administrators because they could constrain future regional programs and limit the flexibility needed to address local needs.
- **Maintain a pathway for regional energy efficiency.** If SDG&E's withdrawal is approved, the CPUC should preserve funding availability for regional energy efficiency and avoid broad findings that could undermine future regional programs.
- **Adopt a modified transition framework.** The briefs recommend a San Diego-specific glide path that includes continued SDG&E program administration through 2031, transition-related data sharing by SDG&E, and future program administrator-led gap analyses to inform a successor portfolio administrator business plan application for the 2032-2035 period.
- **Enable successor portfolio administrators.** The CPUC should pursue policy changes that allow other entities, including SDREN, CCAs, and other qualified administrators, to develop and deliver future regional energy efficiency programs and ensure continued customer access to locally responsive services.

On August 8, 2026, SDG&E filed a motion requesting permission to file a sur-reply to respond to the glide path and transition-related proposals contained in reply briefs. On August 6, the CPUC granted their motion. SDG&E filed its sur-reply on August 14.

General EE Oversight Proceeding

On July 1, 2026, Community Power, Clean Energy Alliance, and Orange County Power Authority jointly filed comments on the CPUC staff proposal seeking to update the elect-to-administer (ETA) CCA budget methodology. The ETA refers to a path CCAs can take to obtain funding to administer energy efficiency programs to their customers. These programs and budgets tend to be much smaller in scope. Clean Energy Alliance is potentially interested in pursuing ETA status.

The joint comments advocated for a funding floor that is 10% of SDG&E's collected energy efficiency revenues which would result in more program funding compared to what's available under the current methodology. The comments also stated the CPUC should revisit the San Diego-specific solutions should SDG&E's application to withdraw from regional energy efficiency administration be granted.

Community Power, Clean Energy Alliance, and Orange County Power Authority did not file reply comments. The CPUC has yet to issue a proposed decision or otherwise enumerate next steps.

B) State Legislative Activities Update

The Legislature reconvened on August 3, after a month-long summer recess. The legislative session ends on August 31, 2026. The Governor will have until September 30 to sign or veto bills approved by the Legislature.

Community Power Bill Positions

This table outlines the bill positions that Community Power has adopted in accordance with the Board-approved Policy Platform. Additional information, including position letters, can be found in the Legislation Tracker on Community Power's Regulatory & Legislative Priorities webpage.

Bill	Subject	Policy Platform	Position	Status
AB 1761 (Rogers)	PCIA Transparency	Stabilizing Community Choice	Support	Senate Committee on Appropriations
AB 1813 (Ward)	Community Solar	Promoting Local Development	Support	Senate Committee on Appropriations
AB 2111 (Papan)	Transmission Modeling	Deep Decarbonization	Support	Senate Committee on Appropriations
AB 2313 (Berman)	Neighborhood Decarbonization Zones	Deep Decarbonization	Support	Senate Committee on Appropriations
AB 2369 (Rogers)	Energy Only Resources	Deep Decarbonization	Support	Senate Committee on Appropriations
AB 2383 (Zbur)	Data Center Tariffs	Stabilizing Community Choice	Previously: Oppose Unless Amended Current: Neutral	Senate Committee on Appropriations
AB 2389 (Irwin)	Local Solar Property Taxes	Promoting Local Development	Support	Failed
AB 2493 (Petrie-Norris)	Transmission Project Remedial Actions	Deep Decarbonization	Support	Senate Committee on Appropriations
AB 2508 (Hoover)	Energy Efficiency Program Funding	Stabilizing Community Choice	Oppose	Failed
SB 868 (Wiener)	Balcony Solar	Promoting Local Development	Support	Assembly Committee on Appropriations

SB 1138 (Padilla)	RA Trading Affordability	Stabilizing Community Choice	Support	Assembly Committee on Appropriations
SB 1295 (Stern)	Distributed Energy Storage	Promoting Local Development	Support if Amended	Assembly Committee on Appropriations

State Budget Updates

In late June, lawmakers and the Governor reached agreement on a final $351.7 billion budget, which includes $251.5 billion in state General Fund spending. The budget was enacted across 21 bills that were signed into law. The budget included several energy and decarbonization related items, as well as one item that could impact the cost of certain products procured by Community Power:

- A new sales tax on electronically delivered prewritten software.
- $963,000 to implement bidirectional electric vehicle charging standards under Senate Bill (SB) 59 (Skinner, 2024).
- A $22 million funding shift to the California Energy Commission's Demand Side Grid Support program, which supports grid reliability by funding peak-load reduction efforts.
- New incentive programs providing $135.5 million for light-duty EV rebates and $135.5 million for medium- and heavy-duty zero-emission vehicles.
- Eight new positions at the CPUC and five at the Public Advocates Office to implement Assembly Bill (AB) 825 (Petrie-Norris, 2025) regional power markets legislation supported by Community Power.
- $3.6 million for a pilot program using gravity-based energy storage in abandoned oil wells.
- Sixteen new CPUC positions related to investor-owned utility wildfire activities.
- Four new positions across the CPUC and public advocates office to address workload related to data center-driven load growth.

Informational and Oversight Hearing Updates

On August 5, 2026, the Assembly Committee on Utilities & Energy held an oversight hearing on energy efficiency programs. The hearing was titled: "The Savings you Don't See: California's Energy Efficiency Programs." The agenda can be found here and the background paper here.

The purpose of the hearing was to understand how funds are collected from ratepayers to support energy-efficiency programs and to better understand what is working and what is not so the Legislature can make its own judgement about the programs. Panelists included representatives from:

- The California Public Utilities Commission
- The Public Advocates Office
- Pacific Gas & Electric
- Southern California Regional Energy Network
- The Energy Coalition
- California Technical Forum

During the hearing, panelists described the process of how funds are collected from ratepayers, put into program and portfolio budgets, how programs are administered using those funds, and how the benefits of the programs are measured. Today, about 1.5% of a customer's bill is attributable to funds collected to support energy efficiency programs. There are 12 program administrators statewide, including the San Diego Regional Energy Network (SDREN). A main discussion point during the hearing was how the CPUC and program administrators measure the cost-effectiveness of the programs to ensure ratepayer benefit. There was near consensus that the process to measure the cost-effectiveness - known as the Total Resource Cost test - needs to be reformed. Further, there appeared to be interest in better aligning traditional energy efficiency programs with demand response programs, which have historically been treated separately. When combined, the two program types could support greater grid flexibility.

A representative for Community Power provided public comment, noting the following:

- SDREN programs are rooted in our communities
- Energy efficiency programs deliver bill and system savings
- Energy efficiency programs are foundational to California's world-leading clean energy transition
- Successful energy efficiency programs depend on reliable, predictable, multi-year funding that allow program administrators to plan ahead with confidence.

C) Federal Activities Update

Federal Energy Regulatory Commission (FERC) issues "show cause" order on large load and data center customer interconnection

FERC's June 18 order preliminarily finds that the California Independent System Operator's (CAISO) tariff, along with those of five other regional grid operators, is unjust and unreasonable because it does not provide for timely and fair integration of large loads into the transmission system. FERC directed transmission providers, including CAISO, to adopt clear rules addressing:

- **Efficient transmission service processes.** Clearer and potentially faster procedures for studying and connecting large loads to the grid, including application requirements, study processes, and operational standards.
- **Preventing transmission cost shifts.** Greater transparency around network-upgrade costs and mechanisms to ensure large-load customers pay appropriate costs rather than shifting them to existing customers.
- **Accommodating co-located generation.** Clearer rules for large loads co-located with generation or served through behind-the-meter arrangements, such as data centers paired with solar, storage, or natural gas generation.
- **Flexible transmission service.** Potential transmission-service options for large customers willing to curtail or adjust demand.
- **Study processes for nearby large loads.** Processes for studying generation dedicated to, or closely associated with, nearby large loads, particularly where generation and load are developed together but not located on the same property.

CAISO filed an initial informational response on July 20 outlining its current initiatives underway to "ensure that new demand can be served without compromising reliability or affordability." CAISO also noted that California's regulatory framework is fundamentally different than other organized markets that are experiencing capacity shortfalls associated with data center growth and other load growth drivers, while also expressing openness to working with FERC to identify and remove barriers to serving large loads. The CAISO also filed an official 90-day abeyance request on August 3 to give them more time to formally respond to the show cause order.

Community Power is not directly regulated by FERC as a retail electricity provider. However, Community Power is a CAISO market participant and load-serving entity with generation and storage projects that interconnect to the CAISO transmission system under CAISO's tariff.

House Passes Grid Security Legislation while House Energy and Commerce Advances Data Center and Grid Improvement Bills

On June 29, 2026, the House passed four bills to address energy infrastructure security concerns. The bills, which had passed the Energy and Commerce Committee in May, maintained bipartisan support as they passed the full House by voice vote under suspension of the rules. Among the bills passed of interest are:

- The "Energy Emergency Leadership Act" (H.R. 7258), which would create a Senate-confirmed position within the Department of Energy (DOE) that would focus on security threats to grid infrastructure.
- The "Securing Community Upgrades for a Resilient Grid Act" (H.R. 7257), which would require states to update their energy security plans.

On July 21, the House Energy and Commerce Committee advanced 17 bills to the full House. The following were approved with bipartisan support:

- The "Ratepayer Protection Act" (H.R. 9340) from Reps. Gabe Evans (R-CO) and Kathy Castor (D-FL). H.R. 9340, which passed unanimously, aims to ensure data centers pay for the new generation and transmission upgrades they require and codify the President's Ratepayer Protection Pledge;
- The "Load Forecasting Enhancement Act" (H.R. 9332), which would require the FERC to study electricity demand forecasting to predict load growth from data centers;
- The "High-Capacity Grid Act" (H.R. 6633), which would direct FERC to create a best-available transmission conductor standard;
- The "Advanced Transmission Technology to Reduce Rates Act" (H.R. 9335), which would require the establishment of a clearinghouse for advanced transmission technology; and
- The "Affordable Innovation for the Grid Act" (H.R. 9339), which would direct the Energy Secretary to assess how AI and computing technology can strengthen the capacity and reliability of the energy grid.

While these bills received broad bipartisan support in the House, it remains unclear when or how these bills will move forward in the Senate.

House approves a third reconciliation budget resolution without any energy or tax provisions

On July 22, the House passed its fiscal year 2027 budget resolution, which sets the framework for “Reconciliation 3.0” by a vote of 216-214. The bill directs four House committees to draft legislation providing up to $95 billion in new spending—$60 billion for Armed Services, $13 billion for Intelligence, $12 billion for Agriculture, and $10 billion for House Administration. Notably, unlike in prior reconciliation processes, the resolution does not include any energy provisions or tax provisions to offset the cost of the bill. The first reconciliation process of the 119^{th} Congress led to the adoption of H.R. 1, which did include significant changes to clean energy tax credits. The House and Senate must still agree on an identical budget resolution before reconciliation legislation can be considered.

Fiscal Impact

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER
Staff Report – Item 12

To:	Board of Directors
From:	Veera Tyagi, General Counsel Maricela Hernandez, Clerk of the Board
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Adoption of Resolution No. 2026-11, Updating San Diego Community Power (Community Power) Conflict of Interest Code to Account for the Addition and Modification of Positions Listed as Designated Filers
Date:	August 27, 2026

Recommendation

1. Adopt resolution 2026-11, updating Community Power's Conflict of Interest Code to account for the addition and modification of positions listed as designated filers.

2. Authorize staff to execute the appropriate documents and submit the amended Code to the County of San Diego Board of Supervisors as Community Power's code-reviewing body and request approval of the amended Code pursuant to Government Code Section 87303.

Background

The Political Reform Act of 1974 (the Act) requires, among other things, that all state and local government agencies adopt, maintain, and promulgate a conflict of interest code establishing the rules for reporting financial assets by certain agency officers, employees, and consultants. A conflict of interest code must specifically designate all agency positions, except those listed in Government Code Section 87200, that make or participate in making agency decisions which may foreseeably have an effect on any financial interest of that person, and assign specific types of financial assets to be disclosed that may be affected by the exercise of the powers and duties of that position.

To ensure the code reflects the organization's current staffing, the Act requires agencies to review their code on at least a biennial basis to be conducted each even numbered year. This review process determines if new positions have been created, eliminated, titles updated, or whether the duties of positions designated in the code changed sufficiently enough to warrant adjusting their disclosure obligations.

Analysis and Discussion

San Diego Community Power first adopted its Conflict of Interest Code (Code) on April 23, 2020, by Resolution 2020-04. The Code, which was later approved on June 2, 2020, by the County of San Diego Board Supervisors as Community Power's code-reviewing body, incorporated, by reference, Section 18730 of the regulations of the Fair Political Practices Commission (FPPC) as the provisions of the Code. This is commonly referred to as the FPPC Standard Code. The Code contained an Appendix designating all Community Power positions that, at the time, were anticipated to make or participate in making decisions of the agency, as well as assigned appropriate disclosure categories to those positions based on the list of available categories, also referenced in the Appendix. On August 25, 2022, the Code was amended to reflect needed changes to account for the addition of designated positions that make or participate in making agency decisions. On November 15, 2022, the Code was approved by the County of San Diego Board of Supervisors as Community Power's code-reviewing body. On August 22, 2024, the Code was amended to reflect needed changes to account for the addition of designated positions that make or participate in making agency decisions. On September 24, 2024, the Code was approved by the County of San Diego Board of Supervisors as Community Power's code-reviewing body.

On May 8, 2026, Community Power received the 2026 Biennial Notice from the Fair Political Practices Commission (FPPC) with instructions to conduct the Biennial Review of the Code. After conducting a review of the current Code, it was determined that revisions to the Appendix of designated positions are needed to account for the addition of positions that make or participate in making agency decisions which may foreseeably have an effect on any financial interest of that person and changes in listed position titles. Some of the positions have been budgeted but not yet filled. The appendix attached to Resolution No. 2026-11 included with this report reflects these changes.

Fiscal Impact

N/A

Attachments

A. Resolution No. 2026-11, approving amendments to San Diego Community Power's Conflict of Interest Code
B. 2026 San Diego Community Power Revised Conflict of Interest Code (redlined)
C. 2026 San Diego Community Power Revised Conflict of Interest Code (clean)
D. 2026 Biennial Notice to the County of San Diego Board Supervisors' office

ITEM 12
ATTACHMENT A

RESOLUTION NO. 2026-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF SAN DIEGO COMMUNITY POWER ADOPTING A REVISED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974.

THE BOARD OF DIRECTORS OF SAN DIEGO COMMUNITY POWER DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:

A. San Diego Community Power ("Community Power") 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 State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest that potentially affect all officers, employees, and consultants of the San Diego Community Power (Community Power) Governing Board (the Governing Board), and requires all public agencies to adopt and promulgate a conflict of interest code.

C. The potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in Community Power being restrained or prevented from acting in cases where the provisions of the Act may have been violated.

D. The Board of Directors previously adopted a Conflict of Interest Code on April 23, 2020, amended such Code on August 22, 2024, and now desires to amend said Code again.

E. Notice of the time and place of a public meeting, and of consideration by the Board of Directors, of the proposed Conflict of Interest Code was provided to each designated position, and publicly posted for review at the offices of Community Power.

F. A public meeting was held upon the proposed Conflict of Interest Code at a regular meeting of the Board of Directors on August 27, 2026, at which all present were given an opportunity to be heard on the proposed Conflict of Interest Code

NOW, THEREFORE, BE IT RESOLVED that the said Conflict of Interest Code shall be submitted to the Board of Supervisors of the County of San Diego for approval and said Code shall become effective 30 days after the Board of Supervisors approves the proposed Conflict of Interest Code as submitted.

1. This resolution shall take effect immediately upon its adoption and shall remain in effect except as amended or until repealed by the Board of Directors.

PASSED, APPROVED AND ADOPTED at a meeting of the Board of Directors of San Diego Community Power held on August 27, 2026.

AYES:
NOES:
ABSTAIN:
ABSENT:

____
Terra Lawson-Remer, Chair
Board of Directors
San Diego Community Power

ATTEST:

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

APPROVED AS TO FORM:

____
Veera Tyagi, General Counsel
San Diego Community Power

ITEM 12
ATTACHMENT B

CONFLICT OF INTEREST CODE

OF

SAN DIEGO COMMUNITY POWER

CONFLICT OF INTEREST CODE
OF
SAN DIEGO COMMUNITY POWER

(Adopted August ~~22~~27, 20~~2~~64)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of **San Diego Community Power (Community Power).**

All officials and designated positions required to file a Statement of Economic Interests shall file their statements with the Clerk of the Board as Community Power's Filing Officer, unless the official is required to file their statements directly with the ~~Clerk of the Board of Supervisors of the County of San Diego~~Fair Political Practices Commission (FPPC). The Clerk of the Board shall retain a copy of all statements filed with the ~~Clerk of the Board of Supervisors of the County of San Diego~~FPPC. The Clerk of the Board shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX
CONFLICT OF INTEREST CODE OF

SAN DIEGO COMMUNITY POWER

(Adopted August ~~22~~27, 202~~6~~4)

PART "A"

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3(b), are NOT subject to Community Power's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

It has been determined that the positions listed below are Officials who manage public investments[1]. These positions are listed here for informational purposes only.

Board of Directors
Chief Executive Officer
Chief Financial Officer/~~Deputy Chief Executive Officer~~Treasurer
General Counsel
Chief Operating Officer

Chief Commercial Officer

Investment Consultant

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1 Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. ~~-~~The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' TITLE OR FUNCTION — **DISCLOSURE CATEGORIES ASSIGNED**

Department	Designated Position	Disclosure Categories
Clerk of the Board	~~Assistant~~ Clerk of the Board	5
	Assistant Clerk of the Board	5
IT Data Analytics and Customer Operations	Account Services Analyst	5
	Account Services Manager	5
	Senior Data Analytics Manager	5
	Senior Data Engineer~~Data/EDI Engineer~~	5
	Data Analyst	5
	Data Engineer	5
	Senior Data Scientist	5
	Associate Director of ~~Data Analytics and~~ IT and Data Analytics	1
	IT Manager	5
	IT Systems Engineer	5
	IT Systems Analyst	5
	Information Systems (IS) Manager	5
	Key Account Services Manager	5
	Senior Rates Analyst	5
	Senior Director of Data Analytics and Customer Operations	1
	~~Senior~~ Key Account Analyst	5
	~~Senior~~ Rates and Strategy Manager	5
	Senior Cyber Security ~~and Compliance~~ Analyst	5
	Rates Analyst	5
Finance	Senior Director of Finance and Risk	1
	Associate Director of Strategic Finance and Procurement	1
	Associate Director of Finance – Capital Investment Plan	1
	Financial Analyst	5
	Procurement Manager	5
	~~Projects and Programs Finance Manager~~	~~5~~
	Risk Manager	5
	Finance Manager	5
	Senior Financial Analyst	5
	Procurement Analyst	5
~~**Human**~~	Senior Director of People Operations and Administration	1

~~Resources~~People Operations and Administration	Talent Acquisition and Learning Specialist~~Human Resources Coordinator~~	5
	Senior Human Resources Manager	5
	Human Resources ~~Assistant~~Analyst	5
	Executive Assistant	5
	Facilities Manager	5
	Senior Executive Assistant	5
~~Legal~~General Counsel	~~Legal Counsel~~	~~1~~
	Assistant General Counsel	1
	Senior Counsel	1
	Paralegal	5
~~Operations~~	~~Executive Assistant~~	5
	~~Office Manager/Administrative Assistant~~	5
	~~Senior Executive Assistant~~	5
Power Services	Power Contract and Compliance Manager~~Compliance Analyst~~	5
	Compliance and Contract Management Analyst~~Contract Management Associate~~	5
	Director of Portfolio Management	~~5~~1
	Senior Director of Power Contracts	~~5~~1
	Director of Origination	1
	Senior Origination Associate~~Origination Manager~~	5
	Principal Portfolio Manager	5
	Portfolio Analyst	5
	~~Senior~~ Load Forecast ~~Analyst~~Manager	5
	Senior Local Development Manager	5
	Senior Manager of Origination	5
	Quantitative Energy Manager~~Senior Quantitative Energy Analyst~~	5
	Senior Settlements Analyst	5
	Associate Director of Settlements~~Senior Settlements Manager~~	~~5~~1
	Senior Portfolio Manager	5
	Power Contract Coordinator	5
Programs	Senior Director of Programs	1
	Associate Director of Programs	1
	Program Manager	5
	Senior Program Associate	5
	Senior Program Manager	5
	~~Programs Operations and Proposal Manager~~	5
	Program Associate	5

Public Affairs	Community Engagement Associate	5
	~~Digital Media Coordinator~~	~~5~~
	Senior Director of Public Affairs	1
	~~Local Government Affairs Manager~~	~~5~~
	Marketing Manager	5
	~~Programs~~ Marketing and Communications Project Manager	5
	~~Public Outreach Coordinator~~ Community Engagement Coordinator	5
	~~Senior Marketing & Communications Manager~~Associate Director of Strategic Communications and Marketing	~~5~~1
	Communications Associate	5
	Senior Community Engagement Manager	5
	~~Senior Manager Strategic Partnerships~~	~~5~~
	~~Strategic Initiatives Manager~~	~~5~~
	Community Engagement Manager	5
	SDREN Outreach Associate	5
Regulatory Affairs	Senior Director of Regulatory ~~&~~ and Legislative Affairs	1
	~~Regulatory Manager~~	~~5~~
	~~Senior Legislative Manager~~Associate Director of Legislative Affairs	~~5~~1
	Senior Policy Manager	5
	Senior ~~Regulatory~~ Strategic Policy Manager	5
	Regulatory Manager	5
Office of Strategic Initiatives	Associate Director of Strategic Partnerships	1
	Local Government Affairs Manager	5
	Project Management Office Manager	5

~~Consultants and New Positions~~[2]

~~DESIGNATED MEMBERS AND ALTERNATES OF BOARDS,~~ ~~DISCLOSURE CATEGORIES~~
~~COMMITTEES & COMMISSIONSWORKING GROUPS:~~

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[2] ~~Individuals serving as a consultant as defined in FPPC Reg. 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:~~

~~The Chief Executive Officer may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Chief Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)~~

MEMBERS AND ALTERNATES OF BOARDS, COMMITTEES & WORKING GROUPS	**DISCLOSURE CATEGORIES**
Community Advisory Committee	1, 2
Energy Contracts Working Group	1, 2

Consultants and New Positions

Individuals serving as a consultant as defined in FPPC Reg. 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The Chief Executive Officer may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Chief Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART "B"
DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the designated position is assigned. [3] "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of **Community Power.**

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of **COMMUNITY POWER**, including any leasehold, beneficial or ownership interest or option to acquire property**.**

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of **COMMUNITY POWER.**

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by **COMMUNITY POWER.**

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

[3] This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

ITEM 12
ATTACHMENT C

CONFLICT OF INTEREST CODE

OF

SAN DIEGO COMMUNITY POWER

CONFLICT OF INTEREST CODE
OF
SAN DIEGO COMMUNITY POWER

(Adopted August 27, 2026)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of **San Diego Community Power (Community Power).**

All officials and designated positions required to file a Statement of Economic Interests shall file their statements with the Clerk of the Board as Community Power's Filing Officer, unless the official is required to file their statements directly with the Fair Political Practices Commission (FPPC). The Clerk of the Board shall retain a copy of all statements filed with the FPPC. The Clerk of the Board shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX
CONFLICT OF INTEREST CODE OF

SAN DIEGO COMMUNITY POWER

(Adopted August 27, 2026)

PART "A"

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3(b), are NOT subject to Community Power's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

It has been determined that the positions listed below are Officials who manage public investments[1]. These positions are listed here for informational purposes only.

Board of Directors
Chief Executive Officer
Chief Financial Officer/Treasurer
General Counsel
Chief Operating Officer
Chief Commercial Officer
Investment Consultant

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1 Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' TITLE OR FUNCTION | **DISCLOSURE CATEGORIES ASSIGNED**

Department	Designated Position	Disclosure Categories
Clerk of the Board	Clerk of the Board	5
	Assistant Clerk of the Board	5
Finance	Senior Director of Finance and Risk	1
	Associate Director of Finance – Capital Investment Plan	1
	Associate Director of Strategic Finance and Procurement	1
	Finance Manager	5
	Procurement Manager	5
	Risk Manager	5
	Senior Financial Analyst	5
	Financial Analyst	5
	Procurement Analyst	5
IT Data Analytics and Customer Operations	Senior Director of Data Analytics and Customer Operations	1
	Associate Director of IT and Data Analytics	1
	Account Services Manager	5
	IT Manager	5
	Information Systems (IS) Manager	5
	Key Account Services Manager	5
	Rates and Strategy Manager	5
	Senior Data Analytics Manager	5
	Senior Data Engineer	5
	Senior Data Scientist	5
	Senior Cyber Security Analyst	5
	Senior Rates Analyst	5
	IT Systems Engineer	5
	Data Engineer	5
	Data Analyst	5
	IT Systems Analyst	5
	Account Services Analyst	5
	Key Account Services Analyst	5
	Rates Analyst	5
General Counsel	Assistant General Counsel	1
	Senior Counsel	1
	Paralegal	5

App. A-2

People Operations and Administration	Senior Director of People Operations and Administration	1
	Senior Human Resources Manager	5
	Facilities Manager	5
	Senior Executive Assistant	5
	Talent Acquisition and Learning Specialist	5
	Human Resources Analyst	5
	Executive Assistant	5
Office of Strategic Initiatives	Associate Director of Strategic Partnerships	1
	Local Government Affairs Manager	5
	Project Management Office Manager	5
Power Services	Senior Director of Power Contracts	1
	Director of Origination	1
	Director of Portfolio Management	1
	Associate Director of Settlements	1
	Senior Local Development Manager	5
	Senior Portfolio Manager	5
	Senior Manager of Origination	5
	Load Forecast Manager	5
	Power Contract and Compliance Manager	5
	Principal Portfolio Manager	5
	Quantitative Energy Manager	5
	Senior Origination Associate	5
	Senior Settlements Analyst	5
	Portfolio Analyst	5
	Compliance and Contract Management Analyst	5
	Power Contract Coordinator	5
Programs	Senior Director of Programs	1
	Associate Director of Programs	1
	Senior Program Manager	5
	Program Manager	5
	Senior Program Associate	5
	Program Associate	5
Public Affairs	Senior Director of Public Affairs	1
	Associate Director of Strategic Communications and Marketing	1
	Senior Community Engagement Manager	5
	Community Engagement Manager	5
	Marketing and Communications Project Manager	5
	Marketing Manager	5
	Community Engagement Associate	5
	Communications Associate	5
	Community Engagement Coordinator	5
	SDREN Outreach Associate	5

Regulatory and Legislative Affairs	Senior Director of Regulatory and Legislative Affairs	1
	Associate Director of Legislative Affairs	1
	Senior Policy Manager	5
	Senior Strategic Policy Manager	5
	Regulatory Manager	5

MEMBERS AND ALTERNATES OF BOARDS, COMMITTEES & WORKING GROUPS	**DISCLOSURE CATEGORIES**
Community Advisory Committee	1, 2
Energy Contracts Working Group	1, 2

Consultants and New Positions

Individuals serving as a consultant as defined in FPPC Reg. 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The Chief Executive Officer may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Chief Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART "B"
DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the designated position is assigned. [2] "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of **Community Power.**

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of **COMMUNITY POWER**, including any leasehold, beneficial or ownership interest or option to acquire property**.**

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of **COMMUNITY POWER.**

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by **COMMUNITY POWER.**

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

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[2] This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

ITEM 12
ATTACHMENT D

2026 Local Agency Biennial Notice

Name of Agency: San Diego Community Power

Mailing Address: PO Box 12716, San Diego, CA 92112-3716

Contact Person: Maricela Hernandez Phone No. 619-732-0035

Email: mhernandez@sdcommunitypower.org Alternate Email: ________

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX):*

☑ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☑ Include new positions
- ☐ Revise disclosure categories
- ☑ Revise the titles of existing positions
- ☑ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other *(describe)* ________

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

________ August 27, 2026

Signature of Chief Executive Officer *Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2026**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

SAN DIEGO COMMUNITY POWER
Staff Report – Item 13

To:	Board of Directors
From:	Chandra Pugh, Senior Director of People Operations and Administration
Subject:	Adoption of Resolution No. 2026-12, Approving Acting Pay Policy
Date:	August 27, 2026

Recommendation

Staff recommend Board adoption of an Acting Pay policy to establish compensation for Regular Employees temporarily assigned to an acting position.

Background

This staff report presents the Acting Pay Policy (the Policy) for adoption by the San Diego Community Power (Community Power) Board of Directors. The Policy establishes a consistent, equitable, and fiscally responsible framework for compensating eligible employees who are temporarily appointed to perform the significant and distinguishing duties of a higher-level classification.

As Community Power has grown, operational gaps periodically arise when positions become vacant due to departures, leaves of absence, temporary absences, or organizational transitions. During these periods, qualified employees are asked to assume higher-level responsibilities to ensure continuity of service to customers and stakeholders.

Analysis and Discussion

The Policy supports continuity of operations during vacancies while recognizing employees who assume higher-level responsibilities on a temporary basis. It applies to full-time, permanent employees of Community Power who are formally appointed to serve in a temporary acting capacity in a higher-level classification.

The Policy does not apply to:

- Overtime assignments
- Routine short-term coverage
- Temporary workload increases that do not involve higher-level duties
- Professional development assignments
- Reclassification requests
- Permanent promotions

Community Power may appoint an eligible regular employee in a temporary acting capacity to a position that is reasonably expected to be vacant for at least four (4) months. A regular employee is a full-time employee and does not include part-time, temporary, seasonal, or contract employees, student interns, or independent contractors. Employees in acting appointments must meet the minimum requirements for the higher-level classification and must be assigned the significant and distinguishing duties of the higher classification for a majority of their work time during the acting appointment.

An acting appointment is temporary and does not constitute a promotion, permanent appointment, reclassification, or guarantee of future placement in the higher-level classification.

To qualify for acting pay, the employee must meet all of the following conditions:

- The employee is a full-time, permanent employee;
- The employee meets the minimum qualifications or requirements established for the higher-level classification;
- The employee is appointed to a vacant position per the Approval Authority section of the Policy;
- The employee is assigned the significant and distinguishing duties of the higher-level classification;
- The employee performs those duties a majority of the time during the acting appointment;
- The acting appointment is approved in advance by the appropriate authority under the Policy.

Acting appointments require the written approval of the CEO, upon the recommendation of the employees' manager, department executive, and People Operations, as applicable.

Acting appointments for the CEO and General Counsel positions will be made by the Community Power Board of Directors.

Fiscal Impact

An eligible employee appointed in an acting capacity to a higher-level classification will receive the pay of the higher classification beginning on the effective date of the acting appointment. Acting pay ends once the acting appointment ends.

Acting pay will be set at a rate within the higher-level classification's salary range that provides at least a ten percent (10%) salary increase or ninety percent (90%) of the midpoint of the higher-level classification's salary range, whichever is greater. If the salary increase would exceed the maximum of the higher-level classification salary range, acting pay shall be set at the maximum of that range.

Acting pay is temporary, non-precedential, and does not permanently change the employee's base salary, classification, salary grade, title, or employment status. Acting pay is not subject to cost of living adjustments or merit adjustments. Any such adjustments would be made at the employee's regular pay.

Attachments

A: Resolution No. 2026-12, Approving Acting Pay Policy
Exhibit A, Acting Pay Policy

ITEM 13
ATTACHMENT A

RESOLUTION NO. 2026-12

A RESOLUTION OF THE BOARD OF DIRECTORS OF SAN DIEGO COMMUNITY POWER ADOPTING AN ACTING PAY POLICY

THE BOARD OF DIRECTORS OF SAN DIEGO COMMUNITY POWER DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:

A. San Diego Community Power ("Community Power") 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. Section 3.2.12 of the JPA Agreement authorizes Community Power to adopt rules, regulations, policies, bylaws and procedures governing the operation of Community Power and Section 4.5.5 identifies setting policy as a duty of the Board.

C. Community Power staff has prepared a proposed policy titled Acting Pay ("Policy") to establish a consistent, equitable, and fiscally responsible framework for compensating eligible employees who are temporarily appointed to perform the significant and distinguishing duties of a higher-level classification.

D. The proposed Policy is intended to apply to full-time, permanent employees of San Diego Community Power (Community Power) who are appointed to serve in a temporary acting capacity in a higher-level classification.

E. The proposed action is within the Board of Directors' authority. The action is consistent with Community Power's mission, regulatory obligations, and continuity of operations during vacancies (departures, leaves of absence, temporary absences, or other organizational needs) while recognizing employees who assume higher-level responsibilities on a temporary basis.

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

1. The Board of Directors approves the Acting Pay Policy, attached hereto as Exhibit A and incorporated by reference.

2. If any provision of this resolution, the attached policy, or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of the resolution or policy which can be given effect without the invalid provision or application, and to this end the provisions of this resolution and the policy are severable. The Board of Directors hereby declares that it would have adopted this

resolution and the attached policy irrespective of the invalidity of any particular portion thereof.

3. This resolution shall take effect immediately upon its adoption and shall remain in effect except as amended or until repealed by the Board of Directors.

PASSED, APPROVED AND ADOPTED at a meeting of the Board of Directors of San Diego Community Power held on August 27, 2026.

AYES:
NOES:
ABSTAIN:
ABSENT:

____
Terra Lawson-Remer, Chair
Board of Directors
San Diego Community Power

ATTEST:

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

APPROVED AS TO FORM:

____
Veera Tyagi, General Counsel
San Diego Community Power

ITEM 13
EXHIBIT A

BOARD POLICY

POLICY	ACTING PAY	ORIGINAL ADOPTION DATE	AUGUST 27, 2026
APPROVAL DATE	AUGUST 27, 2026	RESOLUTION NO.	2026-12

PURPOSE AND SCOPE

The purpose of this Acting Pay Policy is to establish a consistent, equitable, and fiscally responsible framework for compensating eligible employees who are temporarily appointed to perform the significant and distinguishing duties of a higher-level classification.

This policy supports continuity of operations during vacancies (departures, leaves of absence, temporary absences, or other organizational needs) while recognizing employees who assume higher-level responsibilities on a temporary basis.

This policy applies to Regular Employees of San Diego Community Power (Community Power) (defined as full-time employees and does not include part-time, temporary, seasonal, or contract employees, student interns, or independent contractors) who are appointed to serve in a temporary acting capacity in a higher-level classification.

This policy does not apply to overtime assignments, routine short-term coverage, temporary workload increases that do not involve higher-level duties, professional development assignments, reclassification requests, or permanent promotions.

POLICY STATEMENT

Community Power may appoint an eligible Regular Employee in a temporary acting capacity to a position that is reasonably expected to be vacant for at least four months.

Employees in acting appointments must meet the minimum requirements for the higher-level classification and must be assigned the significant and distinguishing duties of the higher classification for a majority of their work time during the acting appointment.

An acting appointment is temporary and does not constitute a promotion, permanent appointment, reclassification, or guarantee of future placement in the higher-level classification.

Eligibility for Acting Appointment
To qualify for acting pay, the employee must meet all of the following conditions:

- The employee is a Regular Employee as defined above;

- The employee meets the minimum qualifications or requirements established for the higher-level classification;
- The employee is appointed to a vacant position per Approval of Authority section of this policy;
- The employee is assigned the significant and distinguishing duties of the higher-level classification;
- The employee performs those duties a majority of the time during the acting appointment;
- The acting appointment is approved in advance by the appropriate authority under this policy.

Approval Authority

Acting appointments require the written approval of the Chief Executive Officer, upon the recommendation of the employee's manager, department executive and People Operations, as applicable.

Acting appointments for the Chief Executive Officer (CEO) and the General Counsel positions will be made by Community Power's Board of Directors.

Acting Pay

An eligible employee appointed in an acting capacity to a higher-level classification will receive the pay of the higher classification beginning on the effective date of the acting appointment and shall end once the acting appointment ends.

Acting pay will be set at a rate within the higher-level classification's salary range that provides at least a ten percent (10%) salary increase or 90% of the midpoint of the higher-level classification's salary range, whichever is greater. If the salary increase would exceed the maximum of the higher-level classification salary range, then the acting pay shall be the maximum of the higher-level salary range.

Acting pay is temporary, non-precedential, and does not permanently change the employee's base salary, classification, salary grade, title, or employment status. Acting pay is not subject to cost-of-living adjustments or merit adjustments. Any such adjustments would be made at the employee's regular pay.

Duration and Review

Acting appointments are temporary and should be used only for the period necessary to address the vacancy, absence, operational need, or transition.

Acting appointments should be reviewed periodically by the department executive and People Operations to confirm that the appointment remains necessary and that the employee continues to perform the higher-level duties a majority of the time.

End of Acting Appointment

Acting pay ends when the acting appointment ends. An acting appointment may end when the incumbent returns, a permanent appointment is made, the operational need ends, the employee returns to their regular duties, or management ends the temporary assignment.

Upon conclusion of the acting appointment, the employee's compensation will return to their regular base salary unless a separate approved personnel action provides otherwise.

Relationship to Promotion and Reclassification

Service in an acting appointment does not guarantee promotion, selection, reclassification, or future appointment to the higher-level classification.

Temporary service in an acting capacity may be considered as relevant experience when evaluating future promotional opportunities, consistent with applicable recruitment, promotion, and compensation policies.

Administration

People Operations is responsible for administering this policy, maintaining documentation of acting appointments and related pay actions, and advising managers on appropriate use of acting appointments.

The CEO or designee may issue procedures, forms, or implementation guidance to support consistent administration of this policy.

Definitions

Term	Definition
Acting Appointment	A temporary appointment of an eligible employee to a vacant position in a higher-level classification.
Acting Pay	Temporary compensation paid to an eligible employee during an approved acting appointment.
Higher-Level Classification	A classification or position with a higher salary range and materially greater duties, responsibilities, authority, or accountability than the employee's regular position.

Term	Definition
Significant and Distinguishing Duties	The core responsibilities that distinguish the higher-level classification from the employee's regular classification, including decision-making authority, supervisory responsibility, program accountability, or other material duties.

PRIOR VERSIONS

DATE	ACTION	RESOLUTION NO.	POLICY NO.
N/A	N/A	N/A	N/A

SAN DIEGO COMMUNITY POWER
Staff Report - Item 14

To:	Board of Directors
From:	Lucas Utouh, Senior Director of Data Analytics and Customer Operations Elaine Mezta, Key Accounts Manager
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Approve a contract for the Commercial Energy Assistance Program (CEAP) with California Green Business Council, for a not-to-exceed Amount of $249,987 over twenty-four months and authorize the Acting Chief Executive Officer to execute contract
Date:	August 27, 2026

Recommendation

Approve a contract for the Commercial Energy Assistance Program (CEAP) with California Green Business Council (dba USGBC California), for a not-to-exceed amount of $249, 987 over twenty-four months and authorize the Acting Chief Executive Officer to execute contract.

Background

As Community Power continues to grow its key customer account portfolio and value add services to this critical customer segment, the agency looks forward to launching the Commercial Energy Assistance Program (CEAP) as a continuation of the 2024 Commercial Application Assistance Pilot. This program is designed to support commercial, public, agricultural, and industrial customers in identifying and accessing energy efficiency, electrification, distributed energy resources (DERs), and other funding opportunities available through utility, state, and federal programs.

As captured on the Update on Pilot Projects to the Board in October 2025, the Commercial Application Assistance Pilot with an initial Board approved spend of $121,850 identified over $12 million in non-utility funding opportunities, including the Self-Generation Incentive Program ("SGIP"), CalNEXT, and the Community Energy Reliability and Resilience Investment

("CERRI") Program as well as more than $2 million in utility rebates and incentives for participating customers.

The CEAP is intended to increase awareness of and participation in energy-saving and decarbonization opportunities among Community Power's medium and large non-residential customers. Program services include energy assessments, funding and incentive navigation, technical assistance, project scoping, and application support for eligible programs and grants.

To support program implementation, Community Power released RFP No. 26-002 - Commercial Energy Assistance Program (CEAP) on March 30, 2026. Four proposals were received in response to the solicitation. Following a competitive evaluation process, interviews were conducted with the highest-ranked proposers and Community Power identified California Green Business Council (dba USGBC California) as the preferred vendor. A Notice of Intent to Award was subsequently issued and contract negotiations commenced.

Analysis and Discussion

CEAP will provide a customer-centered approach to helping non-residential customers understand and access energy-saving and decarbonization opportunities. Key objectives include:

- Educating customers on available utility, state, and federal energy programs.
- Serving as a trusted resource for energy efficiency, electrification, and funding opportunities.
- Providing technical assistance and project scoping support.
- Reducing administrative barriers associated with incentive and grant applications.
- Strengthening relationships with key commercial and institutional customers.
- Tracking outcomes and program metrics to inform future program development.

Through rigorous interviews with the shortlisted vendors, staff determined that USGBC California was the vendor that will provide the best overall value to Community Power based on its experience, qualifications, regional presence, and proposed implementation approach. This selected vendor will provide services through a tiered model that includes energy assessments, incentive navigation, application support, and direct assistance with more complex funding opportunities. The scope also requires ongoing reporting, customer outreach, case studies, and maintenance of a non-residential funding opportunity database.

USGBC California's proposal further leverages existing relationships with local organizations, municipalities, business associations, educational institutions, and energy stakeholders throughout San Diego County to support customer recruitment and engagement.

Approval of this agreement will allow Community Power to launch CEAP and provide enhanced customer support services to key commercial and institutional accounts. Expected benefits include:

- Increased customer awareness of available incentive and funding opportunities.
- Greater participation in energy efficiency and electrification programs.
- Improved customer experience through personalized, one-on-one assistance.
- Expanded access to utility, state, and federal funding resources.
- Improved tracking of customer outcomes and program performance.
- Stronger engagement with Community Power's non-residential customer base.

Fiscal Impact

No additional budget appropriation is required as funding for CEAP has been included within the adopted program budget. Approval of the agreement is therefore not anticipated to result in any material fiscal impact beyond currently authorized program funding.

Strategic Plan

CEAP is a critical enabler of Community Power's strategic goals. This agreement with USGBC California supports Community Power's mission by strengthening its ability to:

- Increase program funding opportunities from external sources and yield internal cost savings.
- Develop customer strategies to increase retention and engagement.
- Increase brand awareness through outreach, education, and strategic communications to help customers understand their energy usage, save money, and utilize customer offerings.

Attachments

A: Agreement for Commercial Energy Assistance Program (CEAP) with USGBC California

ITEM 14
ATTACHMENT A

SAN DIEGO COMMUNITY POWER
PROFESSIONAL SERVICES AGREEMENT
NO. 2026-32
WITH CALIFORNIA GREEN BUSINESS
COUNCIL (DBA USGBC CALIFORNIA)

This Professional Services Agreement (the "**Agreement**") is made and entered into as of _______________ (the "**Effective Date**"), by and between SAN DIEGO COMMUNITY POWER, a California joint powers agency ("**SDCP**") and CALIFORNIA GREEN BUSINESS COUNCIL (dba USGBC California) ("**Consultant**"). SDCP and Consultant are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, 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; and

WHEREAS, Consultant represents that it is experienced in administering and implementing a Commercial Energy Assistance Program ("CEAP"), and is familiar with the plans of SDCP; and

WHEREAS, SDCP desires to engage Consultant to render such professional services for purposes of the CEAP (the "**Purpose**") as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

AGREEMENT

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

1.1 General Scope of Services. Consultant promises and agrees to furnish to SDCP all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately administer and implement the CEAP necessary for the Purpose (the "**Services**"). The Services are more particularly described in Exhibit A attached hereto. All Services 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 remain valid for a two (2) year term beginning upon the full execution of the Agreement, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

2. **Fees and Payments.**

2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for the Services rendered under this Agreement at the rates set forth in Exhibit C, attached hereto. SDCP shall compensate Consultant based on the following, subject to the limitation of the maximum expenditure provided herein:

2.1.1 Maximum Expenditure. The total compensation shall not exceed **TWO HUNDRED FORTY-NINE THOUSAND NINE HUNDRED EIGHTY-SEVEN ($249,987.00)** ("Not-to-Exceed Amount") without written approval of SDCP's Chief Executive Officer, or his or her designee**.** 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.

2.1.2 Itemized Statement. Consultant shall submit to SDCP a monthly itemized statement which indicates work completed and, if applicable, the number of hours of the Services rendered by Consultant. The statement shall describe the specific Services provided and any 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 forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

2.1.3 Payment of Compensation. For work performed on an hourly basis, Consultant agrees to assign the person with the lowest hourly rate who is fully competent to provide the services required. If Consultant finds it necessary to have work, which would usually be performed by personnel with a lower rate, performed by personnel paid at the higher hourly rate, Consultant shall nevertheless, bill at the lower rate.

2.2 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by SDCP. In no event shall the cost of the reimbursable expenses cause the total cost of the Services hereunder to exceed the amount in Section 2.1.1 above.

2.3 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 Services, 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, in accordance with Section 5.14 of this Agreement, Extra Work without written authorization from SDCP's Chief Executive Officer, or his or her designee. In no event shall the cost of the Extra Work cause the total cost of the Services hereunder to exceed the amount in Section 2.1.1 above.

3. **Responsibilities of Consultant.**

3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services 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 Services 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 the Services 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.

3.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and, if applicable, in accordance with the Schedule of Services set forth in Exhibit B attached hereto. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such parameters. In order to facilitate Consultant's conformance with the Schedule, SDCP shall respond to Consultant's deliverables, communications, and other project-related materials, as applicable, in a timely manner. Upon request of SDCP, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.4 Subcontracting. Consultant shall not subcontract any portion of the Services 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.

3.5 SDCP's Representative. SDCP hereby designates its Chief Executive Officer, or his 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.

3.6 Consultant's Representative. Consultant hereby designates the Chief Programs Officer, 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 Consultant for all purposes under this Agreement. Consultant's Representative shall supervise and direct the Services, 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 Services under this Agreement.

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

3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services 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 Services. Consultant warrants that all employees and sub-contractors shall have sufficient skill and experience to perform the Services 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 Services, 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 Consultant's failure to comply with the standard of care provided for herein. Any employee of 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 Services in a manner acceptable to SDCP, shall be promptly removed from the Project by Consultant and shall not be re-employed to perform any of the Services.

3.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, 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 Services. If 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.

3.10 Insurance.

3.10.1 Time for Compliance. Consultant shall not commence the Services 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.

3.10.2 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 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:* $1,000,000 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:* $1,000,000 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.

3.10.3 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) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) 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 this Agreement.

(iii) The policy shall give SDCP, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(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 Consultant or for which 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 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 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 Consultant.

(D) 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 $2,000,000 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 Consultant. "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.

(E) Cyber Liability. Consultant shall procure and maintain for the duration of this Agreement, plus three (3) years after the termination of this Agreement, cyber security liability insurance coverage (including coverage for unauthorized access, failure of security, data breach, and notification and remediation costs) in an amount of not less than $1,000,000 per occurrence/$2,000,000 in the aggregate.

(F) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. 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. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to SDCP, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

(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 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, 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 (3) 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 Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(v) If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, SDCP has the right but not the duty to obtain the insurance it deems necessary and any premium paid by SDCP will be promptly reimbursed by Consultant or SDCP will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, SDCP may cancel this Agreement. SDCP may require Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(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.

3.10.4 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.

3.10.5 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) Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.10.6 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.

3.10.7 Verification of Coverage. Within ten (10) days of the Effective Date, Consultant shall furnish SDCP with 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 and shall be on forms provided by SDCP if requested. 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.

3.10.8 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.

3.10.9 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, 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.

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 this Agreement for a period of three (3) years from the date of final payment under this Agreement.

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 seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to SDCP, 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 Services 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: USGBC California
525 S. Hewitt Street
Los Angeles, CA 90013

SDCP: San Diego Community Power
Attn: Chief Executive Officer
815 E Street, Suite 12716
San Diego, CA 92112

With a copy to:
San Diego Community Power
Attn: Legal Department
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.

(A) 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.

(B) 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.

(C) Consultant shall 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 the SDCP.

(D) All materials and documents which were developed or prepared by Consultant for general use 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, shall continue to be the property of 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.

(E) SDCP further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, or supplemental work created under this Agreement.

5.3.3 Confidentiality. The Parties acknowledge and agree that the Non-Disclosure Agreement attached hereto as Exhibit D (the "**NDA**") is hereby incorporated into and made a part of this Agreement by this reference, as if fully set forth herein. In the event of any conflict between the terms of the NDA and this Agreement, the terms of the NDA shall control solely with respect to Confidential Information (as defined therein).

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 alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity as a result of its use with respect to the Services or the Documents & Data, including any method, process, product, or concept specified or depicted.

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 (with counsel of SDCP's choosing), indemnify and hold SDCP, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, 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 Consultant's services, the Purpose 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 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, 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 claims that arise out of or relate to the negligence, recklessness, or willful misconduct of 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 Consultant's proportionate percentage of fault.

5.7 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.

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

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

5.10 SDCP's Right to Employ Other Consultants. SDCP reserves right to employ other consultants in connection with the Services.

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

5.12 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 SDCP. 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.

5.13 Construction; References; Captions. Since the Parties or their respective 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 work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to SDCP include its elected officials, officers, 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.

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

5.15 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.

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

5.17 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.

5.18 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.

5.19 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.

5.20 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 Services.

5.21 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.

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
SAN DIEGO COMMUNITY POWER
PROFESSIONAL SERVICES AGREEMENT
NO. 2026-32**

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

SAN DIEGO COMMUNITY POWER	USGBC CALIFORNIA
By: ______________________________ Name: John Clark Title: Acting Chief Executive Officer	By: ______________________________ Name: Ben Stapleton Title: Chief Executive Officer

ATTEST:

____
Maricela Hernandez
Secretary, SDCP Board of Directors

APPROVED AS TO FORM:

____
Veera Tyagi
SDCP General Counsel

EXHIBIT A
SCOPE OF SERVICES

A. Program Overview

San Diego Community Power ("Community Power") is launching the Commercial Energy Assistance Program ("CEAP") – a continuation of the 2024 Commercial Application Assistance Pilot - to support key customers in the Commercial, Public, Agricultural, and Industrial sectors in identifying and accessing energy savings opportunities through existing utility, state, and federal funding programs. The Consultant will collaborate with Community Power's Key Account Services Team to conduct outreach and help connect Community Power's non-residential customer accounts to access CEAP's services. The Consultant will assist each participant in the program with a no cost assessment of their business energy needs and steer them towards available funding opportunities.

B. CEAP Objectives

The CEAP aims to increase awareness of and access to energy efficiency and Distributed Energy Resource ("DER") opportunities for Community Power's large and medium non-residential customers . Through this program, Community Power seeks to:

1. Educate Commercial, Public, Agricultural, and Industrial customers about the full range of utility, state, and federal energy programs available to them.
2. Serve as a trusted resource by maintaining and sharing up-to-date information on energy efficiency, electrification, and decarbonization funding opportunities.
3. Offer hands-on support and personalized guidance to help customers understand their energy needs, explore their options, and take the next steps to upgrade equipment, improve efficiency, or apply for funding opportunities.
4. Simplify customer access to funding by reducing administrative burdens and streamlining the customer application process for incentives and programs.
5. Deliver technical assistance and project scoping support to customers, including direct help with preparing and submitting funding applications.
6. Strengthen customer relationships by offering high-value, personalized services that build trust and long-term engagement.
7. Measure impact by collecting and analyzing data on customer engagement, customer outcomes, and funding success to inform future program design.

C. Program Implementation Objectives

To ensure successful delivery of the CEAP, the Consultant will perform the following:

1. Conduct proactive, respectful, and responsive outreach to eligible non-residential customers, ensuring timely follow-up and clear communication throughout the engagement process.
2. Deliver accurate, actionable energy assessments and guidance tailored to each customer's needs, with a focus on identifying practical opportunities for energy savings and funding.
3. Assist customers navigate available energy programs and funding opportunities by reducing complexity, minimizing paperwork, and offering clear next steps.

4. Assist customers in preparing and submitting complete, competitive applications for utility, state, and federal energy programs, including gathering documentation and offering technical input.
5. Maintain the program's database of current and relevant funding opportunities, and ensure accurate tracking of customer engagement, level of service provided, and outcomes.
6. Collaborate closely with Community Power staff to align on messaging, share feedback, and continuously improve program delivery based on lessons learned.
7. Deliver program reporting and case studies that highlight customer outcomes, program value, and opportunities for future improvement.

Task 1: Program Management

Task 1.1: Work Plan. Consultant shall create a CEAP Work Plan for Community Power's review and approval within 45 days of contract execution, as well as provide revisions upon request. The Work Plan will take into consideration all applicable lessons learned from the Commercial Application Pilot Assessment Final Report. The content of the Work Plan will be used to manage the program throughout the contract period and shall include at minimum, but not limited to, the following components:

a. A Gantt chart with program deliverables, projected outreach and participant engagement and other relevant timelines or milestones.
b. A team organizational chart.
c. Key implementation staff and contact information.
d. Key Performance Indicators (KPI) for each service tier.
e. Outline of strategies and activities that will be conducted to complete Tasks 1-5. Including challenges or risks to implementation and mitigation measures that will be taken.
f. Definition of the process for identifying and maintaining a current list of available non-residential energy programs and grant opportunities.
g. Definition of communication protocols for the program team, including a requirement to define a customer decision-maker verification process, considering potential delays that may occur when engaging with points of contact who lack final approval authority as highlighted in the Pilot Report.
h. Identification of contact methods and a timeframe (e.g., 8 A.M. to 5 P.M. PST) where prospective participants can reach a single point of contact for referrals and assistance. These could include a phone number, office hours, interest form and/or other methods, and must include a dedicated email address at a minimum. The Consultant shall respond to any inquiries within three (3) business days and resolve issues or questions, in coordination with Community Power, within a reasonable and mutually agreed upon timeframe.
i. Definition of how to escalate customer issues to Community Power staff.

Task 1.2: Kick-off Meetings. Consultant shall participate in two kick-off meetings with Community Power staff:

a. Within two weeks of contract execution, Community Power shall schedule and lead a virtual **Contract Kickoff Meeting** to review contract administration requirements and near-term deliverables in the Project Schedule (Attachment A-1).

b. Within 30 days of contract execution, Consultant shall coordinate and lead a **Program Launch Kickoff Meeting** to align Program vision, establish shared goals, define timelines, communication protocols, and clarify processes for iterative feedback integration between Community Power and Consultant. Consultant shall take notes, summarize meeting outcomes, action items and decisions made. The meeting will be held in-person with a virtual option for anyone unable to travel.

Task 1.3: Program Check-in Meetings. Consultant shall coordinate and facilitate meetings with Community Power staff, including preparation of meeting agendas, notes and action items. Consultant shall work with Community Power to establish the recurring meeting cadence (e.g., weekly, bi-weekly, or monthly).

a. The Consultant shall be responsible for tracking and reporting on action item completion at these meetings.
b. Consultant shall develop a standing agenda template for meeting consistency.

Task 1.4: Maintain Customer Energy Programs & Funding Database. Consultant shall enhance Community Power's existing database of relevant energy programs, incentives, and funding opportunities from available energy efficiency, DER and demand response programs at the utility, state and federal level. Consultant shall use this database to guide non-residential account customers towards available energy programs and financing opportunities.

a. Consultant shall enhance the database prior to program launch – and update quarterly, or more frequently as needed – to reflect available non-residential energy program changes and based on customer engagement and feedback.
b. Consultant shall send a written summary of database updates to Community Power within 5 business days of completion.

Task 1.5: Data Integration. Propose a strategy for streamlining the acquisition of customer energy usage data, such as standardizing Letters of Authorization (LOAs) to avoid delays identified in the Pilot.

Task 1.6 : Monthly Invoice & Reporting. Submit monthly invoices with all associated labor and expenses (including subcontractor labor and expenses) to Community Power by the 15th of each month for previous month's activities. Monthly invoices will be delivered in conjunction with the Monthly Report (Task 4.1).

<u>Task 1 Deliverables</u>

a. CEAP Work Plan, that includes a Gantt chart, org chart, contact info, outline of strategies and activities, service-level agreements (SLAs), contact methods, response protocol, etc. and update as requested by Community Power
b. Attendance at Contract Kickoff Meeting
c. Coordination and facilitation of Program Kickoff Meeting
d. Coordination and facilitation of recurring check-in meetings, including preparation and distribution of agendas, notes, and action items
e. Updated and maintained database of non-residential energy programs and funding opportunities at the utility, state, and federal level with quarterly updates

Task 2: Program Pre-Launch

Prior to the release of the program to its intended target audience, the Consultant shall collect early customer feedback to inform program materials and build awareness through a program launch webinar or in-person meeting. Program pre-launch tasks shall include, but are not limited to, the following:

Task 2.1: Collect Initial Customer Feedback. Consultant shall collect feedback from the first two to three (2-3) customers to inform and finalize the Customer Agreement (Task 2.2) and Energy Assessment Reports templates (Task 2.3).

Task 2.2: Customer Agreement. Consultant shall develop content for Community Power staff's review and approval to be used for program participant enrollment and authorization of energy data collection. Consultant shall coordinate with Community Power Marketing and Communication staff to finalize branded design.

Task 2.3: Energy Assessment Report Templates. Consultant shall draft and maintain Energy Assessment Report templates for each service tier, incorporating feedback from Task 2.1.

Task 2.4: Launch webinar or in-person meeting. Consultant shall prepare and lead program launch webinar or in-person meeting. Consultant and Community Power shall jointly determine the format that will maximize attendance among target audiences. Consultant shall participate in Community Power's Key Accounts kick-off meeting (TBD in Q3 or Q4) to officially "launch" with existing pipeline and related stakeholders.

<u>**Task 2 Deliverables**</u>

a. Summary of feedback from initial 2-3 customers
b. Responsible for Customer Agreement content and coordination with Community Power on branded design.
c. Energy Assessment Reports templates for each tier
d. Program launch webinar or in-person meeting and meeting materials

Task 3: Customer Engagement, Surveys and Case Studies

Under the leadership of the Key Account Services Manager, the Consultant shall coordinate with Community Power's internal marketing, communication and outreach teams to plan and conduct outreach to eligible non-residential customers and offer program services.

Task 3.1: Outreach Strategy Plan. Consultant shall develop a Program Outreach Strategy Plan and submit to Community Power for review and approval. The plan shall include, at a minimum:

a. A description of customer engagement and direct outreach strategies to be deployed based on program eligibility criteria.
b. A comprehensive plan presenting defined goals, targeted outreach strategies, and actionable tactics to inform specific campaigns, including projected lead generation potential and estimated deployment timelines. A list of community engagement events, developed in collaboration with Community Power, for the outreach to target audiences.

c. Program outreach strategies will incorporate Pilot findings including approaches to better engage participants with low- or moderate-bandwidth access. .
d. Roles and responsibilities for Consultant staff, Community Power staff, and others involved in the development, approval, and deployment of branded outreach materials. A RACI chart or similar tool may be required, as well as collaboration with Community Power staff to increase recruitment.
e. A statement that the strategies in the plan shall be reviewed bi-annually at a minimum and updated if program goals are at risk.

Task 3.2: Conduct Outreach. Consultant, in coordination with the Key Account Services Manager, shall:

a. Deploy outreach strategies defined in the approved Outreach Strategy Plan (Task 3.1).
b. Collaborate with Community Power staff to develop branded outreach materials and deploy targeted campaigns.

Task 3.3: Customer satisfaction survey. Consultant shall develop and deploy a customer satisfaction survey to collect feedback from program participants at the end of their engagement. The survey shall assess customer experience, including any barriers or challenges encountered. In addition to delivering results to Community Power quarterly, the Consultant shall summarize responses on an ongoing basis as they are received.

Task 3.4: Case studies. Consultant shall develop case study content and submit it to Community Power for approval. At least three (3) case studies shall be produced, highlighting program best practices, successes, and challenges. Case studies shall be suitable for public distribution.

<u>Task 3 Deliverables</u>
a. Approved Outreach Strategy Plan
b. Summary of outreach activities conducted
c. Customer satisfaction survey instrument and summary of results
d. At least three (3) case studies suitable for public distribution

Task 4: Reporting

Consultant shall track and deliver program data and progress reporting as agreed upon with Community Power staff, including but not limited to:

Task 4.1: Monthly and Ad Hoc Reporting. Consultant shall provide a monthly report to accompany the monthly invoice (Task 1.5). Each report shall include, at a minimum, but not limited to:

a. A summary of activities completed during the reporting period
b. Identification of program issues or areas for improvement
c. Lessons learned and suggested adjustments
d. A summary of budget spend versus forecast

Consultant shall also provide ad-hoc reports upon request by Community Power.

Task 4.2: CRM Utilization: Implementation by Consultant of a Customer Relationship Management (CRM) system for tracking interactions, to improve reporting and data-driven decision-making**.** Consultant shall maintain a Program Pipeline Tracker to monitor customer engagement and project progress. The tracker shall include, at a minimum:

a. Outreach activities:
   i. Customer name & address
   ii. Business type
   iii. Referral method
   iv. Date(s) of outreach attempts (e.g., emails and calls)
   v. Summary of outcome

b. Engagement activities:
   i. Customer name & address
   ii. Business type
   iii. Customer building type
   iv. Date of site assessment
   v. Date of analysis report delivery
   vi. Potential measures identified
   vii. Programs of interest
   viii. Potential program dollars identified, applied for, or secured

Task 4.3: Final Report Outline & Final Report. Consultant shall provide a Final Report following the approval of a Final Report Outline by Community Power. The Final Report Outline shall include, but not be limited to:

a. A summary of overall program results
b. A narrative on successes and challenges
c. Recommendations for future program strategies and tactics
d. Additional metrics and information as identified by Community Power

<u>Task 4 Deliverables</u>

a. Monthly reports including required content
b. Ad hoc reports, as requested
c. Program Pipeline Tracker with updated outreach and engagement data
d. Final Report Outline and Final Report at program end

Task 5: Program Implementation. The Consultant shall deliver services across three (3) tiers of increasing engagement and complexity. Each tier builds upon the previous one—advancing from strategic opportunity identification to tailored support, and ultimately to direct application assistance for shovel-ready projects. This tiered structure enables Community Power to flexibly support a diverse range of non-residential customers, accommodating varying levels of readiness and ambition.

All customer interactions—including meetings, phone calls, and email communications—shall include Community Power's designated point of contact.

Task 5.1: Tier 1 – Strategic Snapshot (Up to 50 customers). Consultant shall provide high-level energy insight and opportunity scoping tailored to each customer's needs. The purpose is to deliver clear, strategic recommendations to help customers understand their options and prepare for next steps.

a. Conduct customer interviews and site visits to identify recent equipment upgrades and operational practices, in addition to a desktop assessment of the property's energy usage patterns (i.e., benchmarking).
b. Identify the project/property decision-maker who is able to remain the primary point of contact during program participation.
c. Deliver an Energy Assessment Report that includes:
   i. A summary of customer initiatives and energy goals.
   ii. Identification of opportunities for Energy Efficiency ("EE"), load flexibility, emerging technology, and/or DER investment.
   iii. Overview of current operations and energy usage
   iv. Summary of recent energy upgrades
   v. Recommendations for cost-effective energy improvements and behavioral changes
   vi. Information on available energy programs and funding opportunities
   vii. Eligibility criteria and application timelines
   viii. Recommendations for Tier 2 or follow-up engagements
d. Schedule and lead a debrief call with customer to review the report and discuss low- or no-cost actions and next steps.

Deliverables for Tier 1 (Task 5.1)
a. Energy Assessment Report
b. Customer debrief call & summary

Task 5.2: Tier 2 – Energy Program Application Support (Up to 25 customers).
Consultant shall assist customers with energy program enrollment and application processes based on Tier 1 recommendations.

a. Evaluate existing energy reports or audits wherever applicable and available before scheduling site visits to maximize resource efficiency
b. Provide desktop application support
c. Assist with completing applications and gathering required documentation
d. Offer technical guidance on eligible equipment and upgrade feasibility
e. Identify potential contractors for customer outreach
f. Schedule and lead an initial call to kick off application support, with follow-up calls as needed

   * For more complex applications, Consultant will support customers with application submittal .

Deliverables for Tier 2 (Task 5.2)
a. Completed application support documentation.
b. Summary of customer meetings and application progress

Task 5.3: Tier 3 - Deep Support for Competitive Applications (Up to 10 customers).
Consultant shall provide hands-on support for complex grant and funding applications, including full application development and submission guidance.

a. **Project Framing & Scoping Document**

i. High-level project concept and objectives
ii. Draft scope of work or technical approach
iii. Alignment with the funding opportunity's goals

b. **Application Package**
   i. Narrative responses
   ii. Data summaries (e.g., energy savings estimates)
   iii. Budget and cost estimates with justification
   iv. Required forms and attachments (e.g., letters of support, site maps)
   v. As needed customization based on specific program requirements

c. **Document Review & Refinement Memos**
   i. Tracked changes and suggestions for improvement
   ii. Edits based on customer and reviewer feedback

d. **Submission Support Checklist**
   i. Required components and completion status
   ii. Internal deadlines and submission method

e. **Application Submission Confirmation**
   i. Copy of the final submission or confirmation email
   ii. Summary of submission details

f. **Post-Submission Support Summary (as needed)**
   i. Guidance for follow-up, site visits, or reviewer questions)
   ii. Recommendations for tracking status and next steps

<u>**Deliverables for Tier 3 (Task 5.3)**</u>

a. Complete application package
b. Submission checklist and confirmation
c. Post submission support summary (if applicable)

Task 6: Program Ramp-down (Year 2)

To ensure operational continuity and preserve institutional knowledge upon the conclusion of this program, a formal hand-off process will be executed. The Consultant will transition all ongoing workstreams, strategic relationships, and documentation to the designated Community Power internal team.

Task 6.1: Final Reporting and Data Handover. In the final quarter of Year 2, the Consultant shall compile a comprehensive summary of all program results, including total funding secured, customer engagement metrics, and customer outcomes. Consultant shall perform a full export and transfer of the CRM database and the energy programs/funding database to Community Power to ensure operational continuity, based on lessons learned regarding data tracking.

Task 6.2: Knowledge Transfer. Consultant shall conduct a final transition meeting with Community Power staff, upon the planned sunset of the program, currently anticipated to occur in the third/fourth quarter of 2028. Transfer all active project files, provide guidance on maintaining the program database, and review final lessons learned to inform future program iterations.

Task 6.3: Final Program Report Presentation. Consultant shall present the final program report and recommendations for long-term program sustainability to Community Power .

Task 6.4: Final Program Hand-Off: Consultant shall provide Community Power staff with formal introductions and handover of key external vendors, partners, and stakeholder contacts.

EXHIBIT B
SCHEDULE OF SERVICES

TASK/DELIVERABLE	DUE DATE (Calendar Days)
Task 1: Program Management	
Task 1.1 Work Plan	45 days
Task 1.2 Contract Kick Off	+5 days
Task 1.2 Program Kick Off	+30 days
Task 2: Program Pre-Launch	
Task 3: Customer Engagement, Surveys and Case Studies	
Task 3.1 Outreach Strategy Plan	+30 days
Task 4: Reporting	Monthly
Task 5 Program Implementation	+30 days
Task 5.1: Tier 1 – Strategic Snapshot (up to 50 customers)	Year 1 + 2
Task 5.2: Tier 2 – Energy Program Application Support (up to 25 customers)	Year 1 + 2
Task 5.3: Tier 3 – Deep Support for Competitive Applications (Up to 10 customers)	Year 2

EXHIBIT C
FEE & RATE SCHEDULE

Table 1.0. Labor Rate Schedule

Title	Estimated Hours	Hourly Rate ($)
Chief Executive Office	18	$400
Chief Operating Officer	40	$300
Chief Programs Officer	98	$300
Senior Sustainability Program Manager	200	$180
Outreach Manager	180	$150
Project Manager	256	$150
Senior Marketing Manager	50	$180
Digital Marketing Coordinator	50	$125
Program Coordinator	280	$125
Program Associate	278	$100
Green Building Corps Intern Support	264	$30

Table 1.1. Direct Expenses

Description	Estimated Hours	Unit Cost ($)
Technical Advisors	80	$150
Printed Materials		$2,017

Table 1.2.

The amounts shown in Table 1.2 by task are planning estimates only and do not establish task-specific spending limits. Consultant may, with prior written approval of authorized SDCP staff, reallocate effort among tasks provided that the total contract compensation does not exceed the contract not-to-exceed amount.

Task No.	Description	Total Cost ($)
1	Program Management	**$33,233**
2	Program Pre-Launch	**$15,075**
3	Customer Engagement, Surveys and Case Studies	**$72,627**
4	Reporting	**$6,053**
5	Program Implementation	**$98,000**
6	**Program Ramp-down**	**$24,999**
	Year 1 Total:	**$141,780**
	Year 2 Total:	**$108,207**
	Grand Total Years 1-2 (Inclusive of any costs mentioned in Table 1.1 and Table 1.2):	**$249,987**

EXHIBIT D
SAN DIEGO COMMUNITY POWER
NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "**Agreement**") is entered into as of ____________, 2026 (the "**Effective Date**") by and between San Diego Community Power, a California joint powers authority ("**SDCP**"), and California Green Business Council (dba USGBC California) ("**Consultant**", and together with SDCP, the "**Parties**"), (collectively the Parties).

The Parties desire to enter into discussions regarding the provision of a Commercial Energy Assistance Program ("CEAP") to support key customers in the Commercial, Public, Agricultural, and Industrial sectors in identifying and accessing energy savings opportunities through existing utility, state, and federal funding programs, which will require the disclosure of certain confidential and internal information belonging to SDCP ("**Confidential Information**"), as defined below and which is more specifically described in Attachment A of this Agreement (the "**Transaction**"). In connection with the Transaction, Consultant may receive certain Confidential Information from SDCP, the confidentiality of which the Parties desire to protect. For purposes of this Agreement, the Party making the disclosure of Confidential Information is referred to as "SDCP" or "**Disclosing Party**" and the Party receiving such Confidential Information is referred to as "Consultant" or "**Receiving Party**." For purposes of this Agreement, "**Affiliate**" means, as to either Party, any person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that Party. Affiliate also includes each member of SDCP.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **Confidential Information**.

(a) Defined. "**Confidential Information**" means all proprietary, confidential or otherwise nonpublic information of or relating to a Party or its Affiliates, in any form whether written, electronic, visual or oral, and all notes, analyses, compilations, studies, reports, interpretations, or other material prepared by Receiving Party or its Representatives (as defined below) which contain or reflect or are based upon, in whole or in part, the foregoing, that is designated by the Disclosing Party as "confidential". In order to designate information as Confidential Information, Disclosing Party shall clearly label and identify the specific portion of the material designated with the words "confidential" or "proprietary", and to the extent Confidential Information is disclosed orally, Disclosing Party shall inform Receiving Party at the time of its confidential nature but in any event no later than ten (10) days after such disclosure.

(b) Exclusions. Confidential Information does not include information (i) that is or becomes generally known to the public other than as a result of disclosure by Receiving Party or any of its Representatives (as defined below) in violation of the terms of this Agreement; (ii) that is in the possession of Receiving Party at the time of disclosure by Disclosing Party, as reasonably evidenced by a prior or contemporaneous writing and other than as a result of Receiving Party's breach of any legal obligation; (iii) that becomes known to Receiving Party through disclosure by sources other than Disclosing Party which, to the knowledge of Receiving Party, are not subject to any obligation of confidentiality or other duty not to disclose such information; or (iv) that is independently developed by Receiving Party without reference to the Confidential Information and through persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information, as reasonably evidenced in writing by Receiving Party.

2. **Obligation of Confidentiality**. Receiving Party will not use or disclose any Confidential Information of Disclosing Party except as reasonably necessary for implementing the Transaction, except that Receiving Party may disclose such Confidential Information where it is under a legal or regulatory obligation to do so in accordance with Section 4 below. Subject to the foregoing, without the prior written consent of Disclosing Party, Receiving Party will not disclose any portion of the Confidential Information to any person, other than to employees, directors, officers, consultants, members, managers, Affiliates and their Representatives (as defined below), advisors, attorneys, auditors, lenders, financial investors or agents of Receiving Party who have a need to know in connection with the Transaction or otherwise (collectively, to the extent Receiving Party discloses, or provides access to, Confidential Information to any of the foregoing, its "**Representatives**"), provided such Representatives are informed of this Agreement and agree to be bound by the terms hereof or are otherwise bound by obligations of confidentiality with regard to the Confidential Information which are at least as protective as the confidentiality obligations set forth herein. Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives.

3. **Privileged Information**. To the extent that any Confidential Information that is exchanged between Disclosing Party and Receiving Party concerns pending or threatened legal proceedings, governmental investigations, or regulatory proceedings, the Parties understand and agree that they have a commonality of interest with respect to such material, and it is their intention and mutual understanding that such material shall be subject to confidentiality or protection under attorney-client privilege, work product doctrine, or other applicable privilege. All Confidential Information provided by the Disclosing Party that is entitled to protection under any such privilege or doctrine shall remain entitled to protection under such privileges, doctrines, this Agreement, and the joint defense doctrine and the sharing of such material shall not constitute a waiver of such privilege or doctrine. Nothing in this Agreement obligates any Party to disclose any material subject to attorney-client privilege, work product doctrine, or any other applicable privilege.

4. **Compliance with the Law**. If Receiving Party becomes legally compelled (by interrogatories, requests for information or documents, subpoenas, summons, civil investigative demands, or similar processes or otherwise in connection with any litigation or to comply with any applicable law, order, regulation, ruling, regulatory request, accounting disclosure rule or standard or any exchange, control area or independent system operator rule) to disclose any Confidential Information of Disclosing Party, Receiving Party shall provide Disclosing Party with prompt notice so that Disclosing Party, at its sole expense, may seek an appropriate protective order or other appropriate remedy. In the event such protective order or other remedy is not timely obtained and communicated to Receiving Party, Receiving Party or its Representatives shall only disclose such portion of the Confidential Information which is legally required to be disclosed to the person seeking disclosure, and shall require to the extent possible that any Confidential Information so disclosed will be accorded confidential treatment. Each Party hereto acknowledges and agrees that information and documentation provided in connection with the Transaction may be subject to the California Public Records Act, Cal. Gov't Code §§ 7920.000 et seq.

5. **Ownership, Return and Destruction of Confidential Information**. All Confidential Information provided pursuant to this Agreement will remain the property of the Disclosing Party, and neither this Agreement nor any disclosure of Confidential Information pursuant hereto shall be construed as granting (expressly or by implication) to Receiving Party or any of its Representatives any license or other intellectual property right with respect to any of the Confidential Information. Upon termination

of the Agreement or upon the earlier written request of Disclosing Party, Receiving Party shall, and shall cause its Representatives to, promptly upon the written request of Disclosing Party, either destroy or deliver to Disclosing Party all documents, files or other materials furnished by or on behalf of Disclosing Party to Receiving Party constituting Confidential Information. Notwithstanding the foregoing, Receiving Party and its Representatives may retain data or records in electronic form containing Confidential Information for the purposes of backup or recovery, so long as (i) such data or records are not accessible in the ordinary course of business and are not accessed except as required for backup or recovery purposes and (ii) to the extent such data or records are restored or otherwise become accessible, they are permanently deleted. Notwithstanding the return or destruction of the Confidential Information, Receiving Party and its Representatives will continue to be bound by the obligations of confidentiality and the other applicable obligations and agreements under this Agreement.

6. **Governing Law and Jurisdiction**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to conflicts of laws. The Parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in San Diego County for the purposes of adjudicating any matter arising from or in connection with this Agreement. Each Party hereby irrevocable waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement (whether based on contract, tort, or any other theory).

7. **No Obligation**. Until a definitive written agreement is executed and delivered by the Parties, no agreement providing for the Transaction shall be deemed to exist, and neither Party is under any legal obligation to enter into the Transaction because of this Agreement.

8. **No Representation, Warranty or Obligation**. Disclosing Party makes no representation or warranty, express or implied, as to the Confidential Information, including without limitation to any warranty against infringement, accuracy or completeness, and Disclosing Party shall have no liability based upon the Confidential Information; provided, that Disclosing Party represents it has the right to disclose the Confidential Information to Receiving Party hereunder. Nothing in this Agreement obligates Disclosing Party to make any particular disclosure of Confidential Information or to complete, revise or update any Confidential Information. Nothing herein obligates either Party to enter into or continue discussions or transactions related to the Transaction or prevents Disclosing Party from disclosing its Confidential Information to any other person or entity.

9. **Term**. Except as otherwise expressly provided herein, the term of this Agreement shall commence on the Effective Date and terminate on the later of (i) two (2) years from the Effective Date or (ii) if applicable, the end of the term of the definitive agreement entered into between the Parties with respect to the Transaction. This confidentiality obligations set forth in this Agreement shall survive the termination of this Agreement for a period of two (2) years.

10. **Remedies**. Receiving Party acknowledges that its obligations hereunder are necessary and reasonable in order to protect Disclosing Party and the business of Disclosing Party, and expressly acknowledges that monetary damages would be inadequate to compensate Disclosing Party for any breach or threatened breach by Receiving Party of any covenants and agreements set forth herein. Accordingly, Receiving Party acknowledges that any such breach or threatened breach will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in

law, in equity or otherwise, Disclosing Party will be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages. In no event shall either Party be liable to the other Party for any special, punitive, exemplary, indirect, or consequential damages, including loss of profits, arising out of or in connection with this Agreement.

11. **Miscellaneous**. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof. This Agreement supersedes all prior written and oral agreements and all other communications between the Parties. Amendments and modifications to this Agreement will be effective only if written and signed by the Parties. This Agreement shall not be assigned without the written consent of the Parties. This Agreement shall be binding upon and inure to the benefit of each Party's successors or permitted assigns. Except as expressly stated herein, each Party intend that this Agreement will not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties hereto, and their successors and permitted assigns. If any provision in this Agreement is invalid or unenforceable in any circumstances, its application in any other circumstances and the remaining provisions of this Agreement will not be affected thereby. No failure or delay of a Party to exercise any right or remedy under this Agreement will operate as a waiver thereof, and no single or partial exercise of any right or remedy will preclude any other or further exercise of the same, or of any other, right or remedy. All notices, requests, consents and other communications required or permitted to be delivered hereunder must be made in writing and delivered by hand, via overnight delivery service or by registered or certified mail, postage prepaid. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The Parties represent and warrant that the individual signing below has the necessary authority to bind the Party set forth below.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

SAN DIEGO COMMUNITY POWER	**USGBC CALIFORNIA**
By: ______________________________	By: ______________________________
Name: John Clark	Name: Ben Stapleton
Title: Acting Chief Executive Officer	Title: Chief Executive Officer

APPROVED AS TO FORM:

____
Name: Veera Tyagi
Title: General Counsel

Attachment A

Covered Confidential and Internal SDCP Data Categories

Category 1: Customer Data

1. Customer Data may include, but not limited to, the following information about SDCP Customers:
    a. name(s);
    b. address(es);
    c. telephone number(s);
    d. meter and other identification number(s);
    e. account number(s);
    f. number of account(s) and/or meter(s)
    g. otherwise applicable rate schedule;
    h. customer class;
    i. 13-months of electricity usage (e.g., kWh);
    j. 13-months of electricity demand (e.g. kW);
    k. 13-months of electricity interval usage in 15-min or 1-hourly increments (where available);
    l. 13-months of electricity cost data and billed amount;
    m. 13-months of utility bills and/or billing statements, which may include gas billing data where available; and
    n. other similar information specific to SDCP Customers individually or in the aggregate.

SAN DIEGO COMMUNITY POWER
Staff Report - Item 15

To:	Board of Directors
From:	Jen Lebron, Senior Director of Public Affairs Xiomalys Crespo, Senior Community Engagement Manager
Via:	Jack Clark, Acting Chief Operating Officer
Subject:	Community Advisory Committee Quarterly Report
Date:	August 27, 2026

Recommendation

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

Background

Per Section 5.10.3 of the San Diego Community Power (Community Power) Joint Powers Authority 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 SDCP.

At the direction of the Board Chair, the CAC provides quarterly presentations to the Board of Directors on the regular agenda and monthly reports on the consent agenda. The last quarterly report was provided during the March 26, 2026, regular Board meeting. This report was originally slated for the June 25, 2026, regular Board meeting, but was postponed to its next regularly scheduled meeting in August after a July meeting recess, and includes the monthly update from the June 23, 2026, special meeting of the CAC.

Analysis and Discussion

At the March 26, 2026, regular meeting of the Board of Directors, the CAC presented a summary of CAC activities from December through February. This report summarizes March through June.

March: During the March 12, 2026, regular CAC meeting, Chair Harris (City of La Mesa) welcomed new CAC member Sorayda Santos (National City). The CAC heard from the Power Services team on the Inclusive and Sustainable Workforce Policy Amendments and Updates to Energy Proposal Evaluation Criteria recently adopted by the Board of Directors. Members asked how these changes might impact workforce and supplier diversity and education, and commended staff for their leadership in this space. Members also had procedural questions about the item, which was not heard at the CAC prior to Board adoption. Members also had an opportunity to provide feedback to begin shaping a Community Benefits Framework, for which members were supportive of the flexibility grantmaking may provide to augment the Solar Battery Savings program and incentivize similar measures that address energy affordability. Members felt strongly that these funds should be available to member agencies and schools, and that a portion of the funds should benefit the communities adjacent to the developments.

April: During the April 9, 2026, regular CAC meeting, Vice-Chair Montero-Adams (City of San Diego) welcomed new Community Power staff and led the approval of the consent agenda, out of which Member Emerson (National City) pulled the Programs Update to inquire about Solar Battery Savings customer workshops. The CAC heard from the Finance Department team on several updates, which included Community Power's Prepay Bond transaction No. 3, its public credit rating, its financial reserves, the Rate Stabilization Reserve Policy, and the FY 2026-27 budget process. Members were supportive of the conservative approach but expressed interest in being able to discuss items such as the Rate Stabilization Reserves Policy prior to the item being heard and approved by the Board. Members also had questions on the timing of rate-setting vis-a-vis budget development, which includes staff recommendations regarding reserves, and Community Power's policy considerations on setting 225 days as its reserves goal.

Members also had an opportunity to provide feedback on the Local Development Strategy draft. Members encouraged staff to engage with member agencies to identify eligible sites and commended staff for prioritizing community engagement as part of the strategy, which has historically proven successful in moving them forward across regulatory bodies and community groups.

June: At a special meeting of the CAC on June 23, 2026, members welcomed new CAC member Molly Hintlian (Encinitas), bid farewell to termed-out members Matthew Vasilakis (San Diego), Tara Hammond (Encinitas), David Harris (La Mesa) and Lawrence Emerson (National City), and elected its FY 2026-2027 Officers, which are as follow:

- **Chair:** Luis Montero-Adams (San Diego)
- **Vice-Chair:** Ross Pike (Unincorporated)
- **Secretary:** Shaun Sumner (La Mesa)

Following elections, the Finance Department provided a presentation on the proposed FY 2026-27 Operating Budget, FY 2026-27 Capital Budget, and FY 2027-31 Capital Investment Plan (CIP). Members had clarifying questions on the CIP, projection changes on renewables, the Power Charge Indifference Adjustment (PCIA), the effect of the PCIA "snapback" onto vintages, and how Community Power compares with other community choice aggregators. Vice-Chair Ross Pike (Unincorporated) provided an end-of-ad-hoc-committee report on the activities undertaken by the Community Power Plan Review Ad-Hoc Committee, where members leveraged publicly available documents and data to better understand Community Power's programming impact and engagement, as outlined in the Community Power Plan (CPP).

The CAC also heard an Equitable Building Decarbonization (EBD) Direct Install update, asking about the lack of funding allocation for mobile homes, permitting processes to support these upgrades, and the scope of work of the outreach that the community-based organizations partnering with Community Power will conduct. Staff also provided an update on 2026 Community Power Rates, as most recently approved by the Board, and asked questions on the newly introduced super off-peak periods and Community Power's outreach strategies for educating the public on it. The San Diego Community Power Data Center Load Integration Guidelines was pulled from the agenda by staff to be heard at a later date. Member Molly Hintlian (Encinitas) thanked Community Power for its support of local events; Member Sclafani offered to meet with public members to talk about Community Power programs and operations, and Vice-Chair Ross Pike thanked the public for alerting members of online links.

The CAC observed meeting recesses in May and July 2026. Officers of the CAC, including the Chair, Vice Chair, and Secretary, continued to meet monthly with staff to discuss meeting efficiency, upcoming policy items, and member engagement.

As of August 27, 2026, the CAC has five vacancies representing the cities of: Encinitas, San Diego, Imperial Beach, La Mesa, and National City. Staff is currently working with Legal Counsel to revise the CAC's Policies and Procedures to reflect the addition of a new member agency, the City of Coronado. 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 are advertised at meetings, community events, and through Community Power's social media.

Fiscal Impact

N/A

Strategic Plan

Establish Community Power as a trusted public agency that collaborates and engages with other local governments and stakeholders.

Attachments

N/A

SAN DIEGO COMMUNITY POWER
Staff Report – Item 16

To:	Board of Directors
From:	Colin Santulli, Sr. Director of Programs Tim Treadwell, Associate Director of Programs Rachel Zook, Vehicle-Grid Integration Program Manager
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Vehicle-Grid Integration Update
Date:	August 27, 2026

Recommendation

Receive and file update on Community Power's Vehicle-Grid Integration strategy and initiatives.

Background

Vehicle-Grid Integration ("VGI") refers to managing the interaction between electric vehicles ("EVs") and the grid in ways that benefit ratepayers and enhance grid stability. Examples of VGI include V1G, often referred to as managed charging, and Vehicle-to-Grid ("V2G") technology. VGI has the potential to deliver substantial cost savings to customers and provide operational savings to Community Power by reducing capacity and energy costs. Given this value, VGI has become an important element of Community Power's Flex Load Strategy.

V1G optimizes EV charging based on grid needs and/or electricity pricing, with a focus on reducing costs and optimizing grid load. V1G may involve charging primarily during super off-peak hours or dynamically adjusting charging rates in response to real-time grid conditions. V1G can reduce charging demand during peak load periods (commonly referred to as "demand response" or "DR") or shift energy usage to times when the grid is less congested, prices are lower, and/or generation is cleaner.

V2G involves charging and discharging vehicle batteries to meet site load and/or grid needs. EVs can export supplementary battery power to a building while it is connected to the grid, reducing usage during on-peak periods and optimizing on-site generation such as solar. It can also discharge electricity across the meter to support various grid needs.

Community Power launched the first initiative in its VGI portfolio, a residential V1G pilot project ("EV Flex Connect") in February 2025. The pilot's scope includes enrolling 1,000 participants, creating optimized charging schedules for these participants, and monitoring charging activity.

Staff applied to a California Energy Commission ("CEC") Grant Funding Opportunity in March 2025 to obtain funding for a study that would leverage EV Flex Connect to explore the value of managed charging strategies in delivering and balancing bulk system and distribution operations savings. Staff's project with the requested funding amount of $693,611 was included in the CEC's list of proposed awards in May 2025, and the project received Commissioner approval in September 2025. In November 2025, Community Power's Board of Directors adopted Resolution Number 2025-22 to authorize the execution of the CEC grant agreement and the acceptance, appropriation, and expenditure of the funds.

Analysis and Discussion

Regional EV Load Analysis

The County of San Diego has a high level of electric vehicle adoption. There are more than 200,000 EVs currently registered countywide, and this number will continue to grow. It's critical for staff to understand EV adoption trends and how they impact electricity demand across the service territory. Staff intend to issue a Request for Proposals to engage a consultant to complete a detailed EV load analysis that will include load profiles and adoption forecasts segmented by vehicle class, geography, and customer characteristics, among other tasks. The learnings from this analysis will inform the design of future transportation electrification-related pilots, programs and strategy.

EV Flex Connect Update

EV Flex Connect is a residential V1G pilot program launched in February 2025. The pilot is geared towards EV drivers that regularly charge their vehicle at home. EV Flex Connect creates optimized charging schedules for participants based on their driving needs and electricity rates. Participants receive a $50 upfront incentive for each eligible vehicle they enroll and a $5 monthly participation incentive. This pilot is ongoing and has a target of 1,000 participants.

Staff are interested in examining how V1G strategies can result in customers' electricity bill savings and potentially decrease strain on the electrical grid. Many EV drivers charge their vehicles overnight because electricity rates are cheapest in the midnight–6 am period. This causes a significant increase in electricity demand just after midnight. Staff are assessing the effectiveness of using managed charging to smooth out this EV-related secondary peak. Spreading the EV charging load across the midnight–6 am period could result in reduced capacity costs for Community Power. Early results from the pilot indicate that V1G strategies can substantially reduce the secondary peak.

CEC Project Update

Staff have been working closely with project partner Pacific Northwest National Laboratory ("PNNL") on the Charging Harmonization and Analysis for Resilient, Grid-Efficient Utilization and Planning (“CHARGE UP”) project. The goals of the CHARGE UP project are described below:

1. Evaluate V1G Use Cases: Assess both bulk system and distribution operations use cases across various customer adoption levels and grid conditions. This includes examining how V1G can support resource adequacy compliance under the new slice-of-day framework while simultaneously managing distribution constraints.
2. Document Co-optimization Opportunities and Limitations: Explore the challenges and benefits of optimizing V1G for both bulk system and distribution value in regions with widespread customer unbundling. This analysis will identify potential conflicts between load serving entities and distribution utility objectives and develop approaches for balancing these sometimes competing priorities.
3. Assess Customer Behavior Impacts: Examine how vehicle usage patterns impact realized V1G value, with particular focus on disadvantaged and low-income communities. This includes analysis of how factors such as commuting distances, charging access, and vehicle utilization affect the grid value that can be derived from different participant segments.
4. Develop Analytical Frameworks: Create robust methodologies for quantifying V1G benefits that can inform future program design and policy development. These frameworks will address both bulk system and distribution value streams, providing tools for stakeholders to assess potential benefits in their specific contexts.

Community Power leads the project management activities, while PNNL leads the technical analysis. The project team is currently working on completing several technical tasks prior to initiating the field data assessment period. The project team is also in the process of completing the necessary data sharing and non-disclosure agreements with unfunded project partners San Diego Gas & Electric (SDG&E) and Optiwatt. SDG&E will share distribution system data and their distribution operations expertise. Optiwatt, the platform provider for EV Flex Connect, will support pilot participant engagement.

Residential V2G Demonstration

Staff designed a residential V2G demonstration project that they intend to launch this year and continue through 2027. This demonstration will help staff learn more about V2G technology, including its reliability as a demand response resource and its potential to lower customer electricity bills.

Participants must be Community Power customers with a bidirectional vehicle and compatible charger and agree to work with an approved aggregator to discharge energy during demonstration events. Staff plan to call up to 100 event hours each year, spread across an estimated 20–50 events, each with an expected duration of 2–3 hours. Events are expected to occur between 4 pm and 11 pm.

Participants will receive a $3,000 upfront incentive to help offset the costs related to purchasing and operating a bidirectional system. This could include charging station and installation costs, panel upgrades, and the interconnection application fee. Participants will also receive a participation incentive of $150 per kW, averaged across all events hours each year. See below for two examples:

- Customer dispatches 50 hours (out of 100 event hours called) at a rate of 8 kW
  - $\frac{50\text{ hr} * 8\text{ kW}}{100\text{ hr}} = 4\text{ kW}$
  - 4 kW * $150 = $600
- Customer dispatches during all 100 hours at a rate of 6 kW
  - 6 kW * $150 = $900

Staff are targeting approximately 60 participants for enrollment in the demonstration. Enrollment slots will be divided into two tranches: one for AC V2G systems and one for DC V2G systems. AC V2G systems use an on-board vehicle inverter whereas DC V2G systems use an off-board inverter in the charging station. Staff are hoping for adequate representation of both system types in the demonstration.

Staff studied existing V2G pilots and programs and met with multiple V2G-focused organizations to inform the development of this demonstration. Staff may alter the program design envisioned above prior to undergoing the demonstration. Staff are excited to move forward and learn more about how V2G technology can benefit EV drivers and the electric grid.

Fiscal Impact

The costs associated with the Regional EV Load Analysis, EV Flex Connect, and the residential V2G demonstration are included in the approved FY 2026–2027 Operating Budget. The costs associated with the CHARGE UP CEC project are covered by the grant funding. There is no additional budget request at this time related to any of these initiatives.

Strategic Plan

These activities support the strategic plan goals of implementing programs that align energy supply and demand and delivering 150 MW of local DER capacity by 2035.

Committee Review

This item was presented and received and filed by the Community Advisory Committee at their August 13, 2026, meeting.

Attachments

N/A

SAN DIEGO COMMUNITY POWER
Staff Report – Item 17

To:	Board of Directors
From:	Lee Friedman, Associate Director Strategic Initiatives
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	San Diego Community Power Data Center Load Integration Guidelines
Date:	August 27, 2026

Recommendation

Approval of the **Data Center Load Integration Guidelines**, a working framework to guide San Diego Community Power's (Community Power) engagement with data center electrical loads defined as high-density, non-interruptible, near-constant electric load, typically 20+ megawatts (MW), requiring dedicated long-term capacity planning.

Background

The California Energy Commission Planning Forecast identifies Data Centers as one of the potentially significant drivers of future electric load growth in California. As artificial intelligence (AI) and related digital infrastructure expand, the potential scope, scale, and pace of Data Center development raise important considerations for grid reliability, clean energy goals, and ratepayer costs. These guidelines are intended to provide a framework to evaluate those potential impacts and guide decision making.

Analysis and Discussion

The **Data Center Load Integration Guidelines** establish a structured framework for reviewing, evaluating and negotiating data center service while protecting existing Community Power customers, advancing Community Power's Renewable Energy goals by 2035, and ensuring community benefit. The guidelines are organized around five core themes:

1. Ratepayer Protection
2. Community Benefit and Opportunity
3. Clean Energy and Supply Responsibility
4. Financial Assurance and Risk Management

5. Transparency and Governance

Large electrical loads, defined by Community Power as new or incremental material loads with demand of **20 MW or greater**, are increasingly associated with data centers. Serving this category of load requires long-term procurement commitments (e.g., Master Supply Agreements), new resource adequacy planning, and close coordination with transmission and distribution providers.

At the same time, large loads may affect communities, infrastructure investment patterns, exposure to stranded cost risk, and the environment. Absent a clear and robust framework, these data center developments could shift costs or risks onto existing Community Power customers or disproportionately impact disadvantaged communities.

The Data Center Load Integration Guidelines were developed to establish guardrails and guide early engagement with potential data center developers and could be refined as market and/or regulatory conditions evolve.

Additionally, it should be noted that Community Power understands that several components of these guidelines are either under the direct authority of (i) the land-use and permitting agencies where the data center developers would be submitting permit applications, or (ii) SDG&E for issues of transmission, distribution or interconnection. Through the establishment of these guidelines, Community Power intends to advocate for and support efforts by the entities ultimately empowered with enforcement to hold data centers and their developers/operators responsible to Community Power ratepayers and the broader San Diego region.

Other jurisdictions have also begun researching potential impacts of Data Centers, including the County of San Diego which published a report on the potential impacts of large AI Data Centers on July 14th, 2026. In this report, staff lay out a number of recommendations, including the possibility of developing a data center Zoning Ordinance. Community Power staff intends to stay engaged with County staff through this effort and advocate for positions reflected in these guidelines.

Fiscal Impact

This item does not endorse nor approve a specific transaction and therefore has **no immediate fiscal impact**. The guidelines are designed to ensure that any future data center load arrangements are structured to avoid cost or risk impacts to existing Community Power customers.

Strategic Plan

This item advances the Community Power strategic plan in the following ways:

1. Continue to enhance and implement financial controls and policies to meet or exceed best practices - including contracting, risk management, and procurement.
2. Develop a clean energy portfolio with renewable content of 100% no later than 2035, with interim targets of 75% by 2027 and 85% by 2030.
3. Prudently manage the power portfolio to minimize risk and customer costs.
4. Create high quality local jobs in renewable energy that support healthy families and vibrant communities.
5. Establish Community Power as a trusted public agency that collaborates and engages with other local governments and stakeholders.

Committee Review

This item was presented at the August 13, 2026, Community Advisory Committee. Committee members unanimously recommended Board approval of Community Power Data Center Load Integration Guidelines.

Attachments

A: San Diego Community Power Data Center Load Integration Guidelines
B: Legislation Tracker – Data Centers

ITEM 17
ATTACHMENT A

San Diego Community Power Data Center Load Integration Guidelines

August 2026

Intent and Purpose

The California Energy Commission Planning Forecast identifies Data Centers as a potentially significant driver of future electric load growth in California. As artificial intelligence and related digital infrastructure expand, the potential scope, scale, and pace of Data Center development raise important considerations for grid reliability, clean energy goals, and ratepayer costs. These guidelines are intended to provide a framework to evaluate those potential impacts and guide decision making in three key areas.

1. Guide interactions with prospective Data Center developers and members of the community to ensure service aligns with San Diego Community Power's (Community Power) mission and vision to become a global leader and inspire innovative solutions to climate change by powering our communities with 100% clean and renewable energy while prioritizing equity and sustainability.
2. Inform Community Power's policy positions, in conjunction with the Board of Directors (Board) approved Policy Platform, on state and federal legislation and proposed regulatory frameworks.
3. Identify areas of importance for establishing potential commercial terms, where applicable, and as part of Community Power's role as a community choice aggregator, with prospective Data Center customers in the San Diego region.

1: Ratepayer Protection

No Data Center load arrangement shall increase costs or risks for existing Community Power customers.

1.1 Full Cost Responsibility

Data Center load customers bear their own procurement costs, integration costs, resource adequacy obligations, and administrative overhead. No cross-subsidization.

1.2 Financial Assurance and Stress-Tested Economics to ensure, at minimum, Customer Indifference

Various scenarios will evaluate reasonably foreseeable risks—including lower-than-forecast load, delayed start, and early termination—and confirm recovery of all incremental procurement, hedging, capacity, and infrastructure costs.

1.3 Transmission & Delivery Cost Protection

Community Power shall work with the Investor Owned Utility for assurance that the transmission and delivery infrastructure costs for Data Center service will be directly assigned to the customers driving the load, not socialized across all distribution ratepayers.

2: Community Benefit & Opportunity

Data Center load development should deliver net positive outcomes for Community Power's communities, with particular attention to environmental justice and economic development.

2.1 Economic Development

Data Center load customers shall contribute to local economic growth: jobs, tax revenue, infrastructure investment, and workforce development tied to the San Diego region.

2.2 Environmental Justice

Data Center customers should mitigate to the extent feasible environmental impacts including water consumption, noise and air quality impacts, and it should not impose a disproportionate impact on disadvantaged communities.

2.3 Community Engagement

Siting and development processes should include transparent, meaningful engagement with affected communities before commitments are made.

2.4 Net Benefit Test

Quantifiable benefits must demonstrably exceed commodity costs. This is a threshold requirement, not an aspiration.

3: Clean Energy & Supply Responsibility

Data Center load service must be consistent with Community Power's 100% Renewable Energy goal climate commitments by 2035 and support grid reliability in the San Diego Region.

3.1 Dedicated Supply Portfolio

Community Power will assemble a dedicated supply portfolio for Data Center load service which may include contracted generation, storage, system power, and restructured portfolio resources.

3.2 Clean Energy Options

Community Power shall offer Data Center customers options ranging from standard clean energy supply to enhanced procurement that may include new renewable resources.

3.3 Grid Reliability Coordination

Data Center load service should not degrade reliability or resilience for existing customers. Coordination with the transmission and distribution provider is required to understand the impacts.

3.4 Load Flexibility

Community Power should explore whether Data Center customers can provide demand response or load flexibility that supports grid stability.

4: Financial Assurance & Risk Management

Data Center customers must provide creditworthy security commensurate with the obligations Community Power assumes on their behalf.

4.1 Credit Support Calibrated to Project Phase

Security requirements should scale with project maturity and are commensurate with the risk to Community Power.

4.2 Menu of Credit Instruments

A defined set of acceptable credit tools allowing flexibility while maintaining rigor: collateral, parent guarantees, performance bonds, milestone-based deposits, and minimum demand charges.

4.3 Minimum Contract Terms

Data Center load service agreements should have a term floor when relying on long-duration procurement commitments Community Power makes on their behalf.

4.4 Exit and Off-Ramp Provisions

Defined consequences when a Data Center underperforms, fails to meet commitments, or ceases operations. Includes early termination fees and take-or-pay provisions.

5: Transparency & Governance

Community Power staff will maintain transparency with its stakeholders and will proactively engage in regulatory proceedings that shape the framework for Community Choice Aggregation (CCA) Data Center service.

5.1 Board Reporting

Regular, structured reporting to Community Power's Board on the Data Center pipeline, portfolio exposure, performance against principles, and risk metrics.

5.2 Guidelines Evolution and Review

These guidelines are expected to evolve. Community Power staff will evaluate the need for ongoing adjustments and will return to the Board to update the framework based on market developments, regulatory changes, and lessons from initial deals as needed.

5.3 Regulatory Engagement

Active participation in California Public Utilities Commission (CPUC), California Independent System Operator (CAISO), and legislative proceedings that affect CCA Data Center service.

5.4 Community Choice Aggregation Jurisdictional Protection

Monitor and defend CCA's role as the commodity provider for new Data Centers in CCA service territory.

5.5 Stakeholder Communication

Maintain clear guidelines on Data Centers that developers, community members, and regulators can reference.

ITEM 17

ATTACHMENT B

Policy Tracking - Data Centers

The potential effects of data center growth on ratepayer costs and electric system operations have become a significant policy focus. As detailed below, Community Power is actively tracking multiple state and federal legislative and regulatory proposals to assess their potential implications for Community Choice Aggregators (CCAs) and the broader electricity market. Community Power staff evaluates proposals in conjunction with its Board-approved Regulatory & Legislative Platform, which can be found here. The key areas of interest include preserving local energy procurement and planning authority, assessing whether new policies could affect a CCA's ability to contract directly with data center customers or establish service terms, and evaluating potential market impacts such as increased electricity demand, resource adequacy needs, transmission investments, and wholesale market dynamics.

Except for AB 2383 (Zbur), Community Power has not adopted a formal position on any of the proposals being tracked.

State Legislation

- AB 1577 (Bauer-Kahan) Data centers: reporting
  Status: Senate Committee on Appropriations
  Summary: This bill would require the owner or developer of a data center to regularly report specified energy and water use information to the California Energy Commission, who would then develop an assessment of electrical load trends for data centers. It does not impact CCAs.

- AB 2383 (Zbur) Electricity: data centers
  Status: Senate Committee on Appropriations
  Summary: This bill would create new delivery and generation service standards for data centers. The bill would require each CCA to adopt a generation tariff that meets eight standards:
  1. It must allocate costs in a manner that ensures incremental costs are not borne by other customer classes.
  2. It must support a CCA's ability to meet state clean energy targets.
  3. It must ensure that data centers provide equitable contributions to reliability, and other programs typically funded through customer bills.
  4. It cannot result in, or have the potential to result in, increased costs to other electric customers.
  5. It must require a minimum contract duration of 10 years with early termination fees.

6. It must require a data center to pay a minimum amount or percentage based on the customer's project electricity use for the duration of the contract.
7. It needs to require a data center to report its expected investments into onsite generation.
8. It must ensure that a data center does not receive compensation for onsite generation in a manner that would shift costs to other customer classes.

Community Power, consistent with the Policy Platform's language on local governance, adopted an oppose unless amended position on the April 13 version of the bill because it would have undermined local decision-making. That version of the bill would have authorized the California Public Utilities Commission (CPUC) to regulate CCA terms and conditions of when providing service to data center customers. On July 8, Community Power removed its opposition due to amendments that clarified that CCA data center customer terms and conditions are not regulated by the CPUC but are a matter of local governance

- SB 886 (Padilla) California Technology Innovation and Ratepayer Protection Act
  Status: Assembly Committee on Appropriations
  Summary: Like AB 2383 (Zbur), this bill would create new delivery and generation service standards for data center customers. Any generation tariff, including one offered by a CCA, must meet the following standards:
  1. It must evaluate the risks and benefits to non-data center customers.
  2. It must ensure that there are protections against stranded costs and cost shifts.
  3. It must ensure that generation charges are identified in a separate line item on an unbundled customer's consolidated bill.
  4. It must ensure that procurement of generation resources helps the CCA meet state clean energy procurement requirements.
  5. It must ensure that any unique costs are assigned to the data center customer.
  6. It needs to require a prefunded contract of at least 10 years in length.
  7. It must allow a data center to reduce the prefunded contract requirement by installing zero-emission resources behind the meter.

  Similar to the current version of AB 2383 (Zbur), the legislation includes language clarifying the CPUC does not have the authority to regulate the terms and conditions of generation service provided by CCAs.

- SB 887 (Padilla) California Environmental Quality Act: environmental leadership development projects: data centers: clean energy powerplant projects
  Status: Assembly Committee on Appropriations

Summary: This bill would clarify that a data center is subject to the provisions of the California Environmental Quality Act (CEQA) and would allow a data center to qualify as an Environmental Leadership Project – and enjoy expedited judicial protections under CEQA – if the data center agrees to specific ratepayer protections and clean energy standards.

- SB 978 (Perez) Data centers: labor: electricity rates
  Status: Failed
  Summary: This bill would have established workforce standards for construction of data centers and would have directed the CPUC to develop a specific rate structure for data center customers.

- SB 1168 (McNerney) Data centers: rate structures
  Status: Assembly Committee on Appropriations
  Summary: This bill would require the CPUC to assess opportunities to ensure data centers pay their fair share of costs associated with transmission and distribution and procurement needed to reliability serve their loads while maintaining integrated resource planning requirements.

Federal Legislation

- HR 9340 (Evans) Data centers: cost allocation
  Status: Awaiting House floor vote
  Summary: This bill would codify the White House Ratepayer Protection Pledge. Specifically, it uses The Public Utility Regulatory Policies Act (PURPA) to direct state utility regulators to consider a "large-load" standard requiring 100+ megawatt (MW) data centers to cover the full incremental cost of generation and grid upgrades they require, with financial assurances.

- S 3852 (Hawley) Data centers: residential ratepayer protection
  Status: Committee on Energy and Natural Resources
  Summary: This bill would impose requirements on data centers (20 MW+ threshold) to prioritize residential ratepayers by applying for a Zero Rate Effect Certificate to show that the data center will not increase rates for other ratepayers. A data center can issue a "Rate Effect Credit," which is defined as a credit paid to offset cost pressures on ratepayers, with a preference for residential ratepayers.

- HR 6529 (Landsman) Data Centers: Direction to FERC
  Status: Committee on Energy and Commerce
  Summary: This procedural bill is narrow in scope but would require the Federal Energy Regulatory Commission (FERC) to hold a technical conference on protecting

residential and small-commercial ratepayers from large-load costs, then report recommendations to Congress.

State Regulation

- R.26-04-009 is the Advanced Rate Design Proceeding at the CPUC. As part of the proceeding, the CPUC will consider the requirements of SB 57 (Padilla), which was signed into law last year and requires the CPUC to assess the potential cost impacts associated with new data center loads and to report its findings by January 1, 2027. As such, the proceeding will consider rate design issues for data centers and other large load customers. This is a key state policy forum to discuss and vet issues related to data center policy matters.

Federal Regulation

- **White House voluntary Ratepayer Protection Pledge.** On March 4, the White House issued the pledge, now signed by over 300 companies, that commits to five principles:
    1. Companies should pay the full cost of resources needed to serve the data center load.
    2. Companies should also pay for any infrastructure upgrades.
    3. Companies should negotiate separate rate structures and pay the costs whether they use the electricity or not.
    4. Companies should invest in the local communities where they will build the data center, Including local hiring.
    5. Companies will work to increase grid reliability, including by making backup generation available at times of scarcity whenever possible.
- **Federal Energy Regulatory Commission issues "show cause" order on large load and data center customer interconnection.** FERC's June 18 order preliminarily finds that the California Independent System Operator's (CAISO) tariff, along with those of five other regional grid operators, is unjust and unreasonable because it does not provide for timely and fair integration of large loads into the transmission system. FERC directed transmission providers, including CAISO, to adopt clear rules addressing:
    - Efficient transmission service processes. Clearer and potentially faster procedures for studying and connecting large loads to the grid, including application requirements, study processes, and operational standards.

- Preventing transmission cost shifts. Greater transparency around network-upgrade costs and mechanisms to ensure large-load customers pay appropriate costs rather than shifting them to existing customers.
- Accommodating co-located generation. Clearer rules for large loads co-located with generation or served through behind-the-meter arrangements, such as data centers paired with solar, storage, or natural gas generation.
- Flexible transmission service. Potential transmission-service options for large customers willing to curtail or adjust demand.
- Study processes for nearby large loads. Processes for studying generation dedicated to, or closely associated with, nearby large loads, particularly where generation and load are developed together but not located on the same property.

CAISO filed an initial informational response on July 20 outlining its current initiatives underway to "ensure that new demand can be served without compromising reliability or affordability." CAISO also noted that California's regulatory framework is fundamentally different than other organized markets that are experiencing capacity shortfalls associated with data center growth and other load growth drivers, while also expressing openness to working with FERC to identify and remove barriers to serving large loads. The CAISO on August 3 also filed an official 90-day abeyance request to give them more time to formally respond to the show cause order.

Community Power is not directly regulated by FERC as a retail electricity provider. However, Community Power is a CAISO market participant and load-serving entity with generation and storage projects that interconnect to the CAISO transmission system under CAISO's tariff.

SAN DIEGO COMMUNITY POWER
Staff Report – Item 18

To:	Board of Directors
From:	Gordon Samuel, Chief Financial Officer Kenny Key, Senior Director of Power Contracts Karlee Mink, Senior Portfolio Manager Erin Pennell, Power Contract & Compliance Manager
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	2025 Power Source Disclosure & Power Content Label (PCL); and Adoption of Resolution No. 2026-13, Approving the Submission and Attesting to the Accuracy of Community Power's 2025 Power Source Disclosure Annual Reports for PowerBase, PowerOn, Power100, and Power100 Green+
Date:	August 27, 2026

Recommendation

Adoption of Resolution 2026-13 approving the submission and attesting to the accuracy of Community Power's 2025 Power Source Disclosure annual reports for PowerBase, PowerOn, Power100, and Power100 Green+.

Background

The California Public Utilities Code requires all retail sellers of electric energy, including Community Power, to disclose "accurate, reliable, and simple-to-understand information on the sources of energy, and the associated emissions of greenhouse gasses, that are used to provide electric services." Applicable regulations direct retail sellers to provide such communications to customers following each year of operation. The format for this communication, named the Power Content Label (PCL) by the California Energy Commission (CEC), is highly prescriptive and provides strict standards for presenting the information to customers. Similar to the presentation of information on a nutritional label, the PCL informs retail electricity customers of the power sources that were procured to serve their electric energy needs. Prior to distributing the PCL to its customers, Community Power must annually submit reports to the CEC detailing specified-source power purchases for each retail service offering that was made available during the previous year. These annual reports are required elements of California's Power Source Disclosure (PSD) Program.

While preparing Community Power's 2025 annual PSD report, staff performed a detailed review of all power purchases completed for the 2025 calendar year. This review included an inventory of all renewable energy credit transfers within Community Power's Western Renewable Energy Generation Information System (WREGIS) account, related contract documents and pertinent transaction records associated with other specified energy purchases. Based on staff's review of available data, the information presented in the annual PSD report was determined to be accurate.

Information presented in the PSD includes the proportionate share of total energy supply attributable to various resource types, including both renewable and conventional fuel sources. In the event that a retail seller meets a certain percentage of its resource needs from unspecified resources/purchases, the report must identify such purchases as "unspecified sources of power." A few of Community Power's power supply agreements reflect the delivery of unspecified/market power to satisfy a portion of our energy requirements. These purchases serve to promote budgetary certainty and rate stability – such purchases, as well as electric energy provided by the California Independent System Operation for purposes of grid balancing, have been appropriately identified as "unspecified sources of power" in Community Power's reporting.

To fulfill its obligations under the PSD Program, Community Power must also provide the CEC with an attestation of its Governing Board regarding the accuracy of information included in its PSD reports for the 2025 operating year. With regard to this internally administered attestation process, applicable power source disclosure regulations state:

> *A retail supplier that is a public agency providing electric services is not required to comply with the provisions of subdivision (a)(1) if the board of directors of the public agency submits to the Energy Commission an attestation of the veracity of each annual report and power content label for the previous year.*[1]

Evidence of Community Power's attestation of the 2025 Power Source Disclosure, in the form of this staff report and resolution, must be provided to the CEC no later than October 1, 2026.

Analysis and Discussion

During the 2025 calendar year, Community Power's fifth year of service, it successfully delivered a substantial portion of electric energy supply from various renewable energy sources, including wind, solar, and biofuel energy sources. In 2025, Community Power supported four product offerings: PowerBase, PowerOn, Power100, and Power100 Green+.

In 2025, for Community Power customers participating in the PowerBase service option, the percentage of supply attributable to renewable energy sources was 47.0% of the total retail

[1] Note that 20 Cal. Code Regs. Section 1394, as referenced in the excerpt from applicable PSD regulations, refers to the completion of annual independent audits.

load. For Community Power customers participating in the PowerOn service option, the percentage of supply attributable to renewable energy sources was 52.0% (60.0% carbon free) of the total retail load. For the Power100 retail service offering, CEC-certified wind and solar resources were the exclusive sources of supply, which contributed to zero emissions for the Power100 portfolio. For the Power100 Green+ retail service offering, CEC-certified wind and solar resources were the exclusive sources of supply, which contributed to zero emissions for the Power100 portfolio.

The draft 2025 PCL is below:

2025 PCL Data*					
Emissions, Power Sources, Unbundled RECs	Power100 G+	Power100	PowerOn	PowerBase	Total Loss-Adjusted Load
Retail Sales and Loss-Adjusted Load	1,188	554,280	6,941,060	99,298	7,962,007
GHG Emissions Intensity (lbs CO_2e/MWh)	0	0	442	672	437
■ Renewables and Zero-Carbon Resources	100%	100%	60%	47%	59%
■ Fossil Fuels	0%	0%	40%	53%	41%
Biomass & Biogas	0%	0%	7%	35%	7%
Geothermal	0%	0%	0%	0%	0%
Eligible Hydroelectric	0%	0%	0%	0%	0%
Solar	50%	50%	32%	0%	32%
Wind	50%	50%	12%	12%	14%
RPS Eligible Renewables - Subtotal	100%	100%	52%	47%	53%
Large Hydroelectric	0%	0%	0%	0%	0%
Nuclear	0%	0%	8%	0%	7%
Emerging Technologies	0%	0%	0%	0%	0%
Other	0%	0%	0%	0%	0%
Natural Gas	0%	0%	0%	0%	0%
Coal & Petroleum	0%	0%	0%	0%	0%
Unspecified Power - Total	0%	0%	40%	53%	41%
Retail Sales Covered by Retired Unbundled RECs	0%	0%	4%	0%	-
*NOTE: The figures above are preliminary.					

Consistent with applicable regulations, Community Power will complete requisite customer communications following the Board's approval of pertinent information to be included in the 2025 PCL. Customers receiving 2025 PCL communications will include all those served by Community Power during the 2025 calendar year. This communication will be sent to customers no later than January 31, 2027.

Fiscal Impact

N/A

Strategic Plan

This item advances the Community Power strategic plan in the following ways:

1. Develop a clean energy portfolio with renewable content of 100% no later than 2035, with interim targets of 75% by 2027 and 85% by 2030.

2. Support development of 1 Gigawatt of local renewable and clean energy capacity by 2035, of which 300 MW will be distributed energy resources (DERs) enabled by Community Power programs, tariffs, and procurement.
3. Ensure cost-effective compliance with RA and RPS requirements and all other regulatory obligations.

Attachments

A. Resolution 2026-13 approving and attesting to the veracity of the 2025 Power Source Disclosure annual reports for PowerBase, PowerOn, Power100, and Power100 Green+.

ITEM 18
ATTACHMENT A

RESOLUTION NUMBER 2026-13

A RESOLUTION OF THE BOARD OF DIRECTORS OF SAN DIEGO COMMUNITY POWER, APPROVING THE SUBMISSION AND ATTESTING TO THE ACCURACY OF COMMUNITY POWER'S 2025 POWER SOURCE DISCLOSURE ANNUAL REPORTS FOR POWERBASE, POWERON, POWER100, AND POWER100 GREEN+.

A. San Diego Community Power ("Community Power") is a joint powers authority 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 ("JPA Agreement").

B. Senate Bill 1305 was adopted in 1997 establishing an Electricity Generation Source Disclosure Program ("Power Source Disclosure Program"), which requires retail sellers of electricity to disclose to their customers each year the sources of electricity delivered to customers in the previous year and to annually submit a Power Source Disclosure Program report to the California Energy Commission ("CEC").

C. Community Power is a retail supplier of electricity as defined by the Power Source Disclosure Program (20 C.C.R. § 1391(r)).

D. The Power Source Disclosure Program regulations were updated effective May 4, 2020 allowing the board of directors of a public agency providing retail electric service to approve at a public meeting the submission to the CEC of an attestation of the veracity of an annual report of each product's Power Source Disclosure Program annual report and Power Content Label.

E. Community Power staff and consultants performed a detailed review of all power purchases completed for the 2025 calendar year, including an inventory of all renewable energy transfers within Community Power's Western Renewable Energy Generation Information System account and transaction records.

F. Pursuant to California Code of Regulations section 1394.2, the Community Power Board of Directors is required to attest to the veracity of the 2025 annual report.

G. The Community Power Board of Directors held a public meeting on August 27, 2026, to consider approval and attestation of the veracity of the 2025 Power Source Disclosure annual reports for PowerBase, PowerOn, Power100, and Power100 Green+ products.

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

1. The above recitals are true and correct.

2. The Community Power Board of Directors hereby approves the submission and attests

to the veracity of the 2025 Power Source Disclosure annual report for Community Power's PowerBase, PowerOn, Power100, and Power100 Green+ products.

3. If any provision of this resolution, the attached policy, or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of the resolution or policy which can be given effect without the invalid provision or application, and to this end the provisions of this resolution and the policy are severable. The Board of Directors hereby declares that it would have adopted this resolution and the attached policy irrespective of the invalidity of any particular portion thereof.

4. This resolution shall take effect immediately upon its adoption and shall remain in effect except as amended or until repealed by the Board of Directors.

PASSED AND ADOPTED at a meeting of the Board of Directors of San Diego Community Power held on August 27, 2026.

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Terra Lawson-Remer, Chair
San Diego Community Power

ATTEST:

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

APPROVED AS TO FORM:

____
Veera Tyagi, General Counsel
San Diego Community Power

SAN DIEGO COMMUNITY POWER

SAN DIEGO COMMUNITY POWER
Staff Report – Item 19

To:	Board of Directors
From:	Chandra Pugh, Senior Director of People and Administration
Subject:	Approve First Amendment to Employment Agreement with Chief Operating Officer
Date:	August 27, 2026

Recommendation

Approve First Amendment to Employment Agreement with Chief Operating Officer.

Background

On June 20, 2023, San Diego Community Power ("Community Power") entered into an Employment Agreement ("Agreement") with Chief Operating Officer ("COO") John Clark. The Agreement provides the COO with salary and benefits as described in the Agreement, including standard benefits received by all other Community Power employees, including health insurance, retirement, vacation, cost of living adjustments, etc.

On June 18, 2026, the COO was appointed by the Community Power Board of Directors to the interim, temporary position of Acting Chief Executive Officer. On August 27, 2026, the parties may enter into a First Amendment to the Agreement to provide an Acting Pay increase in consideration of Employee's appointment as Acting Chief Executive Officer, and in accordance with the Acting Pay Board Policy that is also on the Board agenda for approval.

Analysis and Discussion

For this item, the Board will consider approving an Amended version of the Agreement that incorporates Acting CEO duties and responsibilities and makes additional changes to the Agreement as negotiated and agreed by the parties. Final terms of the First Amendment to the Agreement will be verbally announced and voted on as part of this agenda item. Alternatively, if the amended Agreement is fully finalized prior to the meeting, copies will be made available as an update to the agenda packet and/or provided to the Board and public at the meeting. Any increase in salary would be retroactively effective as of June 18, 2026, or other such time as approved by the Board.

Fiscal Impact

There is no impact to the current budget for Fiscal Year 2026-27 as Acting CEO salary and benefits will be incurred to compensate Employee for his work in a temporary capacity.

Attachments

A: First Amendment to Employment Agreement – to be provided prior to August 27 Board meeting

ITEM 19
ATTACHMENT A

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN JOHN CLARK AND SAN DIEGO COMMUNITY POWER

This First Amendment to the Employment Agreement ("**First Amendment**") between SAN DIEGO COMMUNITY POWER ("**SDCP**" or "Employer") and JOHN HENRY CLARK ("**Employee**") (collectively, the "Parties") is entered into on August ____, 2026. This First Amendment amends and modifies the Parties' earlier Employment Agreement dated June 12, 2023 (the "Agreement"), but only as set forth below.

RECITALS

A. On June 12, 2023, the Parties entered into an Employment Agreement for Employee to serve as Chief Operating Officer of SDCP.

B. On June 18, 2026, Employee was appointed by the SDCP Board of Directors ("Board") to the interim, temporary position of Acting Chief Executive Officer. While serving as Acting Chief Executive Officer, Employee continues to serve as Chief Operating Officer as set forth in the Agreement.

C. In consideration of Employee's appointment as Acting Chief Executive Officer, the Parties hereby agree to amend the Agreement as set forth below.

AGREEMENT

1. Amendment to the Agreement. The parties hereby agree to amend the Agreement as follows:

a. Exhibit C – Acting Chief Executive Officer, is attached to this First Amendment and incorporated into the Agreement in its entirety.

b. Sections 4 and 5 - Termination of Agreement: Sections 4 and 5 of the Agreement are deleted in its entirety and replaced with the following language for Sections 4 and 5, respectively:

4. Termination of Employment by SDCP

a. By SDCP—Not "For Cause"

At any time, SDCP may terminate Employee's employment without Cause ("For Cause" is defined in Section 4(b) below) by providing Employee written notice of termination. In the event Employee is terminated without Cause, Employee shall be entitled to a lump-sum payment in an amount equal to Employee's base salary for six (6) months conditioned upon Employee's execution of a settlement agreement (i) waiving any and all claims Employee may have against SDCP and/or its officers or directors; (ii) including a release of all known or unknown claims related to or arising out of Employee's employment with SDCP, including the termination of said employment; (iii) a Civil Code section 1542 waiver; and (iv) any other provisions, clauses, terms and/or conditions deemed appropriate by the Board at the time of the termination of Employee's employment, under the facts and circumstances of such termination. In order for Employee to be eligible for the severance payment, the release agreement must be executed by Employee and returned by Employee no later than twenty-one (21) days after the effective date of Employee's termination or the date upon which the release agreement is presented to Employee, whichever is later. The lump-sum payment will be paid to Employee in the next standard payroll issuance that occurs at least eight days after Employee has signed the settlement agreement. Thereafter, all of SDCP's obligations under this Agreement shall cease. SDCP may terminate Employee as provided in this Section 4 notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of SDCP relating to the employment, discipline, or termination of its employees.

b. By SDCP—"For Cause"

At any time, and without prior notice, SDCP may terminate Employee for Cause. SDCP shall pay Employee all compensation then due and owing; thereafter, all of SDCP's obligations under this Agreement shall cease. Termination shall be "For Cause" if Employee: (i) acts in bad faith and to the detriment of SDCP; (ii) willfully and unequivocally refuses or fails to act in accordance with any specific direction or order of SDCP's Board, unless such direction is fraudulent or in violation of a law, statute, ordinance, or regulation; (iii) exhibits in regard to his or her employment gross unfitness or chronic unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (iv) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person resulting in incarceration; (v) commits or is accused of committing an act involving moral turpitude under federal, state, or local law (regardless of whether or not such act involving moral turpitude is a misdemeanor or felony); and/or (vi) breaches any material term of this Agreement.

c. Statutory Requirements

In compliance with Government Code section 53243, to the extent SDCP provides: (i) paid leave to Employee pending an investigation; (ii) funds for the legal criminal defense of the Employee; and/or (iii) a cash settlement to Employee related to the termination of Employee pursuant to Section 4(b) of this Agreement, Executive shall fully reimburse SDCP for any and all amounts paid by SDCP which fall within any such categories in the event that Employee is convicted of a crime involving the abuse of their office or position.

d. By Employee

In the event that Employee desires to terminate this Agreement during such time as SDCP desires for Employee to continue their employment with SDCP, then Employee agrees to provide SDCP with at least forty-five (45) days' written notice of said termination. The Board of Directors shall have the option to make Employee's termination effective at any time prior to the end of such notice period, provided that SDCP pays Employee all compensation due and owing through the last day actually worked.

5. Additional Termination Provisions

a. Return of Property

Employee agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to Employee's employment belongs to SDCP and shall be returned promptly to SDCP upon termination of Employee's employment. Following any termination of employment, Employee shall fully cooperate with the SDCP in all matters relating to the winding up of pending work on behalf of SDCP and the orderly transfer of work to other employees of SDCP.

b. Section 409A Compliance

This Agreement is intended to comply with Section 409A or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

2. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

3. Full Force. Except as expressly set forth herein, the Agreement shall remain unmodified and in full force and effect.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement between SAN DIEGO COMMUNITY POWER and JOHN HENRY CLARK and is effective of as of the date first set forth above.

SAN DIEGO COMMUNITY POWER **JOHN HENRY CLARK**

___________________________________ ___________________________________

Terra Lawson-Remer

Chair, SDCP Board of Directors

APPROVED AS TO FORM:

____

Veera Tyagi
SDCP General Counsel

ATTEST:

____

Maricela Hernandez
SDCP Clerk of the Board/Secretary

EXHIBIT C

ACTING CHIEF EXECUTIVE OFFICER

In addition to his duties as Chief Operating Officer, Employee will also work at-will for SDCP as Acting Chief Executive Officer until such a time as the Board appoints a permanent Chief Executive Officer. This provision is retroactive to Employee's appointment to that position on June 18, 2026. While serving as the Acting Chief Executive Officer, all references to "Chief Executive Officer" in the Agreement shall be read to mean "SDCP Board of Directors."

1. Duties and Responsibilities. As Acting Chief Executive Officer, Employee shall have and perform the following duties and responsibilities:

a. Direct the daily operations and support the Board of Directors in setting the strategic direction for the Agency;

b. Plan, organize, direct, and evaluate the activities of SDCP staff and creation and implementation of necessary employment policies and procedures; select and train professional and management staff; assign and review work of department heads or other direct reports; establish employee performance standards; train and counsel employees; take or approve disciplinary actions;

c. Negotiate and administer SDCP contracts with energy service providers and other outside consultants or contractors;

d. Plan and recommend program and policy direction, direct the development of operational and program policies; explain, advise and recommend action on policy matters to the Board of Directors and relevant Board committees, advise the Board of problems and potential problems, and recommend appropriate course of action;

e. Consult with and solicit the cooperation of the SDCP Community Advisory Committee and various business, labor, community groups and government agencies in assessing, identifying and analyzing energy program goals and objectives in SDCP service area; develop responsive programs to meet those goals and objectives;

f. Develop agreements, methods and procedures to implement, administer and evaluate SDCP's programs; oversee and direct regulatory compliance reviews and analyze performance outcome measures to determine program effectiveness; develop process improvement plans and strategies to enhance service delivery; review project metrics and related records in order to assess the progress of key initiatives and to assure effectiveness and compliance. In coordination with the Board of Directors, General Counsel and relevant committees of the Board, engage in developing strategic, operational and power resource plans and policies and implementing adopted plans and policies;

g. Analyze the impact of newly-enacted State and Federal legislation and regulatory decisions on SDCP policies and operations; address legislative and regulatory bodies to influence or persuade them to take supportive actions related to protecting and advancing SDCP program goals; make recommendations and decisions regarding SDCP legislative and regulatory positions, track, review and critique CPUC proceedings, rulemakings and proposed legislation, initiate studies of technical problems and recommend necessary actions. Actively participate in the state CCA organization CalCCA;

h. Prepare and administer an annual operating budget, ultimately anticipated to be in excess of $900 million; establish, revise and maintain fiscal policies including operating reserve and debt/credit limits; negotiate and monitor SDCP debt and work with Treasurer and Chief Finance Officer to oversee financing of SDCP operations and projects, establishment of accounting systems and procedures to efficiently and accurately monitor income and expenses, provide internal accounting controls and financial reports; oversee annual independent audit;

i. Develop and implement data and management systems in order to track and analyze customer programs, customer relationship management, grid-related data systems, and performance measures;

j. Direct the preparation, review and approval of technical reports and proposals; research, identify, develop and negotiate public and private funding opportunities in order to support SDCP goals and programs, identify grant funding opportunities and submits grant applications for funding; issue directives related to fund distribution, and policy and procedural constraints of grant requirements;

k. Coordinate program planning with jurisdictions participating in SDCP, other relevant jurisdictions, federal funding agencies and community and business groups; stay abreast of community, social and political issues and their relevance to and impact upon SDCP's programs;

l. Direct the development of a public affairs program to inform the public about operations, services, programs, goals and objectives; provide consultation to individuals, citizen groups, business organizations, consultants and government agencies on all matters related to SDCP operations;

m. Represent SDCP at governmental hearings, in front of administrative bodies and at public meetings;

n. Meet regularly with the Board of Directors (or specified Directors as directed by the Board of Directors) to update on organizational objectives and status;

o. Report proactively to the Board on significant organizational actions, including contract execution, hiring of senior staff, budget variances, material risks, and any deviation from approved plans or policies;

p. Perform related duties as assigned or delegated by the Board of Directors.

2. **Pay and Benefits.** While serving as Acting Chief Executive Officer, Employee shall receive additional pay and benefits as follows:

   a. An additional $1768.09 per pay period (Acting CEO Pay), retroactive to June 18, 2026.
   b. A gross monthly vehicle allowance of Five Hundred Dollars and No Cents ($500.00) per month. The Parties intend for this taxable allowance to be in lieu of reimbursement on an itemized basis for mileage, gas, maintenance of a vehicle, etc. Employee shall not be separately reimbursed for mileage incurred in connection with the execution of his duties.

3. **Termination Without Cause.** If Employee is terminated without cause by SDCP while serving as Acting Chief Executive Officer, the Acting CEO Pay shall be included as part of Employee's severance payment.

Glossary

AB – Assembly Bill: An Assembly Bill is a piece of legislation that is introduced in the Assembly. In other words, the Assembly (rather than the Senate) is the bill's house of origin in the Legislature. In California, it is common for legislation to be referred to by its house of origin number even after it becomes law. However, because bill numbers "reset" and start again from 1 in each legislative session, it is less confusing to include chapter and statute information
when referring to a bill that has become law; for example, SB 350 (Chapter 547, Statutes of 2015).

AL - Advice Letter: An Advice Letter is a request by a California Public Utilities Commission (CPUC) jurisdictional entity for Commission approval, authorization or other relief.

ALJ – Administrative Law Judge: ALJs preside over CPUC cases to develop the evidentiary record and draft proposed decisions for Commission action.

ARB – Air Resources Board: The California Air Resources Board (CARB or ARB) is the "clean air agency" in the state government of California. CARB is charged with protecting the public from the harmful effects of air pollution and developing programs and actions to fight climate change.

AReM – Alliance for Retail Energy Markets: AReM is a not-for-profit corporation that advocates for continued development of successful customer choice in retail energy markets and provides a focused voice for competitive energy retailers and their customers in select public policy forums at the state level. It represents direct access providers such as Constellation NewEnergy and Direct Energy.

BayREN – Bay Area Regional Energy Network: BayREN offers regionwide energy programs, services and resources to members of the public by promoting energy efficient buildings, reducing carbon emissions and building government capacity.

CAISO – California Independent System Operator: CAISO is a nonprofit public benefit corporation that oversees the operation of the California bulk electric power system, transmission lines and electricity market generated and transmitted by its members (approximately 80% of California's electric flow). Its stated mission is to "operate the grid reliably and efficiently, provide fair and open transmission access, promote environmental stewardship and facilitate effective markets and promote infrastructure development." CAISO is regulated by the Federal Energy Regulatory Commission (FERC) and governed by a five-member governing board appointed by the governor.

CalCCA – California Community Choice Association: CalCCA is a statewide association, made up of Community Choice Aggregators (CCAs), that represents the interests of California's community choice electricity providers.

CALSEIA – California Solar Energy Industries Association: CALSEIA represents more than 200 companies doing solar-related business in California, including manufacturers, distributors, installation contractors, consultants and educators. Members' annual dues support professional staff and a lobbyist who represents the common interests of California's solar industry at the Legislature, Governor's Office and state and local agencies.

CALSLA – California City-County Street Light Association: CALSLA is a statewide association representing cities, counties and towns before the CPUC that is committed to maintaining fair and equitable streetlight electricity rates and facilities charges and disseminating streetlight-related information.

CAM – Cost Allocation Mechanism: CAM is the cost recovery mechanism to cover procurement costs incurred in serving the central procurement function.

CARB – California Air Resources Board: The CARB is charged with protecting the public from the harmful effects of air pollution and developing programs and actions to fight climate change in California.

CARE – California Alternative Rates for Energy: CARE is a state program for low-income households that provides a 30% discount on monthly energy bills and a 20% discount on natural gas bills. It is funded through a rate surcharge paid by all other utility customers.

CBE – Communities for a Better Environment: CBE is an environmental justice organization that was founded in 1978. The mission of CBE is to build people's power in California's communities of color and low-income communities to achieve environmental health and justice by preventing and reducing pollution and building green, healthy and sustainable communities and environments.

CCA – Community Choice Aggregator: A community choice aggregator, sometimes referred to as community choice aggregation, is an entity of local governments that procure power on behalf of their residents, businesses and municipal accounts from an alternative supplier while still receiving transmission and distribution service from their existing utility provider. CCAs are an attractive option for communities that want more local control over their electricity sources, more green power than is offered by the default utility, and/or lower electricity prices. By aggregating demand, communities gain leverage to negotiate better rates with competitive suppliers and choose greener power sources.

CCSF – City and County of San Francisco: The City and County of San Francisco often engage in joint advocacy before the CPUC. San Francisco operates CleanPowerSF, a CCA.

CEC – California Energy Commission: The CEC is the primary energy policy and planning agency for California, whose core responsibilities include advancing state energy policy, achieving energy efficiency, investing in energy innovation, developing renewable energy, transforming transportation, overseeing energy infrastructure and preparing for energy emergencies.

CEE – Coalition for Energy Efficiency: CEE is a nonprofit composed of U.S. and Canadian energy-efficiency administrators working together to accelerate the development and availability of energy-efficient products and services.

CLECA – California Large Energy Consumers Association: CLECA is an organization of large, high-load factor industrial customers located throughout the state; its members are in the cement, steel, industrial gas, pipeline, beverage, cold storage, food packaging and mining industries and their electricity costs comprise a significant portion of their costs of production. Some members are bundled customers, others are Direct Access (DA) customers, and some are served by Community Choice Aggregators (CCAs); a few members have onsite renewable generation.

CPUC – California Public Utility Commission: The CPUC is a state agency that regulates privately owned electric, natural gas, telecommunications, water, railroad, rail transit and passenger transportation companies, in addition to authorizing video franchises.

C&I – Commercial and Industrial: C&I customers are business customers who generally consume much higher volumes of electricity and gas. Many utilities segment their C&I customers by energy consumption (small, medium and large).

CP – Compliance Period: A Compliance Period is the time period to become Renewables Portfolio Standard (RPS) compliant, set by the California Public Utilities Commission (CPUC).

DA – Direct Access: Direct Access is an option that allows eligible customers to purchase their electricity directly from third-party providers known as Electric Service Providers (ESPs).

DA Cap: The DA Cap is the maximum amount of electric usage that may be allocated to Direct Access customers in California or, more specifically, within an investor-owned utility service territory.

DACC – Direct Access Customer Coalition: DACC is a regulatory advocacy group composed of educational, governmental, commercial and industrial customers that utilize direct access for all or a portion of their electrical energy requirements.

DA Lottery: The DA Lottery is a random drawing by which DA waitlist customers become eligible to enroll in DA service under the currently applicable Direct Access Cap.

DA Waitlist: The DA Waitlist consists of customers that have officially registered their interest in becoming a DA customer but are not yet able to enroll in service because of DA cap limitations.

DAC – Disadvantaged Community: "Disadvantaged communities" refers to the areas throughout California that most suffer from a combination of economic, health and environmental burdens. These burdens include poverty, high unemployment, air and water pollution and the presence of hazardous wastes as well as high incidences of asthma and heart disease. One way that the state identifies these areas is by collecting and analyzing information from communities statewide. CalEnviroScreen, an analytical tool created by the California Environmental Protection Agency (CalEPA), combines different types of census tract-specific information into a score to determine which communities are the most burdened or "disadvantaged."

DASR – Direct Access Service Request: DASR is a request submitted by C&I customers to become direct access eligible.

Demand: Demand refers to the rate at which electric energy is delivered to or by a system or part of a system, generally expressed in kilowatts (kW), megawatts (MW) or gigawatts (GW), at a given instant or averaged over any designated interval of time. Demand should not be confused with Load or Energy.

DER – Distributed Energy Resource: A DER is a small-scale physical or virtual asset (e.g., EV charger, smart thermostat, behind-the-meter solar/storage, energy efficiency) that operates locally and is connected to a larger power grid at the distribution level.

Distribution: Distribution refers to the delivery of electricity to the retail customer's home or business through low-voltage distribution lines.

DLAP – Default Load Aggregation Point: In the CAISO's electricity optimization model, DLAP is the node at which all bids for demand should be submitted and settled.

DR – Demand Response: DR is an opportunity for consumers to play a significant role in the operation of the electric grid by reducing or shifting their electricity usage during peak periods in response to time-based rates or other forms of financial incentives.

DRP – Distributed Resource Plans: Distributed Resource Plans are required by statute and intended to identify optimal locations for the deployment of distributed resources.

DWR – Department of Water Resources: DWR is the state agency charged with managing California's water resources, systems and infrastructure in a responsible, sustainable way.

ECR – Enhanced Community Renewable: ECR is an IOU (Investor-Owned Utility) program that reflects the "Community Solar" model of renewable energy purchasing. Customers sign up to purchase a portion of a local solar project directly from a developer at a level that meets at least 25% and up to 100% of their monthly electricity demand. The customer pays the developer for the subscribed output and receives a credit on their utility bill that reflects their enrollment level.

ED – Energy Division: The CPUC's Energy Division develops and administers energy policy and programs to serve the public interest, advise the Commission and ensure compliance with Commission decisions and statutory Mandates.

EE – Energy Efficiency: Energy Efficiency refers to the use of less energy to perform the same task or produce the same result. Energy-efficient homes and buildings use less energy to heat and cool and run appliances and electronics, and energy-efficient manufacturing facilities use less energy.

ELCC – Effective Load Carrying Capacity: ELCC is the additional load met by an incremental generator while maintaining the same level of system reliability. For solar and wind resources, the ELCC is the amount of capacity that can be counted for Resource Adequacy purposes.

EPIC – Electric Program Investment Charge: The EPIC program was created by the CPUC to support investments in clean energy technologies that provide benefits to the electricity ratepayers of Pacific Gas and Electric (PG&E), San Diego Gas & Electric Company (SDG&E) and Southern California Edison Company (SCE).

ERRA – Energy Resource Recovery Account: ERRA proceedings are used to determine fuel and purchased power costs that can be recovered in rates. The utilities do not earn a rate of return on these costs and recover only actual costs. The costs are forecast for the year ahead. If the actual costs are lower than forecast, then the utility gives money back, and vice versa.

ES – Energy Storage: Energy Storage is the capture of energy produced at one time for use at a later time to reduce imbalances between energy demand and energy production.

ESA – Energy Storage Agreement: An ESA refers to a battery services contract, a capacity contract, demand response contract or similar agreement.

ESP – Energy Service Provider: An Energy Service Provider is an energy entity that provides service to a retail or end-use customer.

EV – Electric Vehicle: An EV is a vehicle that uses one or more electric motors for propulsion.

FCR – Flexible Capacity Requirements: "Flexible capacity need" is defined as the quantity of resources needed by the CAISO to manage grid reliability during the greatest three-hour continuous ramp in each month. Resources will be considered as "flexible capacity" if they can sustain or increase output or reduce ramping needs during the hours of "flexible need." FCR means the flexible capacity requirements established for LSEs by the CPUC pursuant to the CPUC decisions.

GHG – Greenhouse gas: Water vapor, carbon dioxide, tropospheric ozone, nitrous oxide, methane and chlorofluorocarbons (CFCs) are gases that cause the atmosphere to trap heat radiating from the earth. The most common GHG is carbon dioxide.

GRC – General Rate Case: General Rate Cases are proceedings used to address the costs of operating and maintaining the utility system and the allocation of those costs among customer classes. For California's three large IOUs, the GRCs are parsed into two phases. Phase I of a GRC determines the total amount the utility is authorized to collect, while Phase II determines the share of the cost each customer class is responsible for and the rate schedules for each class. Each large electric utility files a GRC application every three years for review by the Public Advocate's Office and interested parties and for approval by the CPUC.

GTSR – Green Tariff Shared Renewables: The GTSR program enables customers to receive 50 to 100 percent of their electricity demand from renewable sources. The GTSR program has two components: the Green Tariff (GT) component and the Enhanced Community Renewables (ECR) component. Through GT, a customer may pay the difference between their current generation charge and the cost of procuring 50 to 100 percent renewables. With ECR, a customer agrees to purchase a share of a community renewable (typically solar) project directly from a developer and in exchange will receive a credit from their utility for the customer's avoided generation procurement.

GWh – Gigawatt-hour: This is the unit of energy equal to that expended in one hour at a rate of one billion watts. One GWh equals 1,000 megawatt-hours.

ICA – Integration Capacity Analysis: The enhanced integrated capacity and locational net benefit analysis quantify the capability of the system to integrate Distributed Energy Resources (DERs) within the distribution system. Results are dependent on the most limiting element of the various power system criteria such as thermal ratings, power quality, system protection limits and safety standards of existing equipment.

IDER – Integrated Distributed Energy Resources: A CPUC proceeding that aims to more effectively coordinate the integration of demand-side resources in order to better meet customer and grid needs, while enabling California to attain its greenhouse gas reduction goals.

IDSM – Integrated Demand-Side Management: This is an approach that joins together all the resources utilities have at their disposal to plan, generate and supply electricity in the most efficient manner possible.

IEPA – Independent Energy Producers Association: IEPA is California's oldest and leading nonprofit trade association, representing the interest of developers and operators of independent energy facilities and independent power marketers.

IMD – Independent Marketing Division: Under state law, IOUs are prohibited from lobbying or marketing on community choice unless the IOU forms an independent marketing division funded by shareholders rather than ratepayers. SDG&E and its parent company Sempra were permitted by the CPUC to create such an independent marketing division, which allowed SDG&E to lobby against plans to create a CCA program.

IOU – Investor-Owned Utility: An IOU is a private electricity and natural gas provider, such as SDG&E, PG&E or SCE, which are the three largest IOUs in California.

IRP – Integrated Resource Plan: An Integrated Resource Plan outlines an electric utility's resource needs in order to meet expected electricity demand long-term.

kW – Kilowatt: This is a measure of power where power (watts) = voltage (volts) x amperage (amps) and 1 kW = 1,000 watts.

kWh – Kilowatt-hour: This is a measure of consumption. It is the amount of electricity that is used over some period of time, typically a one-month period for billing purposes. Customers are charged a rate per kWh of electricity used.

LCE – Lancaster Choice Energy: LCE is the CCA that serves the City of Lancaster, California.

LCFS – Low Carbon Fuel Standard: This is a CARB program designed to encourage the use of cleaner low-carbon fuels in California, encourage the production of those fuels and, therefore, reduce greenhouse gas emissions.

LCR – Local (RA) Capacity Requirements: This is the amount of Resource Adequacy capacity required to be demonstrated in a specific location or zone.

LMP – Locational Marginal Price: Each generator unit and load pocket is assigned a node in the CAISO optimization model. The model will assign a LMP to the node in both the day-ahead and real-time market as it balances the system using the least cost. The LMP is composed of three components: the marginal cost of energy, congestion and losses. The LMP is used to financially settle transactions in the CAISO.

LNBA – Locational Net Benefits Analysis: This is a cost-benefit analysis of distributed resources that incorporates location-specific net benefits to the electric grid.

Load: Load refers to an end-use device or customer that receives power from an energy delivery system. Load should not be confused with Demand, which is the measure of power that a load receives or requires. See Demand.

LSE – Load-serving Entity: Load-serving Entities have been granted authority by state, local law or regulation to serve their own load directly through wholesale energy purchases and have chosen to exercise that authority.

LTPP – Long-Term Procurement Rulemaking: This is an "umbrella" proceeding to consider, in an integrated fashion, all of the CPUC's electric procurement policies and Programs.

MCE – Marin Clean Energy: MCE was the first CCA in California and began serving customers in 2010. It serves customers in Contra Costa, Marin, Napa and Solano counties in Northern California.

MEO – Marketing Education and Outreach: This is a term generally used to describe various strategies to inform customers, such as to motivate consumers to take action on energy efficiency or conservation measures and change their behavior.

MW – Megawatt: A megawatt hour (Mwh) is equal to 1,000 Kilowatt hours (Kwh) or 1,000 kilowatts of electricity used continuously for one hour.

MWH – Megawatt-hour: This is a measure of energy.

NAESCO – National Association of Energy Service Companies: NAESCO is an advocacy and accreditation organization for energy service companies (ESCOs). Energy service companies contract with private and public-sector energy users to provide cost-effective energy efficiency retrofits across a wide spectrum of client facilities.

NBC – Non-Bypassable Charge: Non-Bypassable Charges are fees that are paid on every kilowatt-hour of electricity that is consumed from the grid. These charges can be used to fund things like energy assistance programs for low-income households and energy efficiency programs. These charges apply even if customers buy grid-supplied power from an outside power company such as a CCA.

NDA – Non-Disclosure Agreement: An NDA is a contract by which one or more parties agree not to disclose confidential information that they have shared with each other.

NEM – Net Energy Metering: NEM is a program in which solar customers receive credit for excess electricity generated by solar panels.

NRDC – Natural Resources Defense Council: NRDC is a nonprofit international environmental advocacy group.

NP-15 – North Path 15: NP-15 is a CAISO pricing zone usually used to approximate wholesale electricity prices in Northern California in PG&E's service territory.

OIR – Order Instituting Rulemaking: An OIR is a procedural document that is issued by the CPUC to start a formal proceeding. A draft OIR is issued for comment by interested parties and made final by vote of the five commissioners of the CPUC.

OSC – Order to Show Cause: OSC is an order requiring an individual or entity to explain, justify or prove something.

ORA – Office of Ratepayer Advocates: The ORA is an independent consumer advocate within the CPUC, now called the Public Advocates Office.

PA – Program Administrator (for EE Business Plans): IOUs and local government agencies can be authorized to implement CPUC-directed energy efficiency programs.

PCE – Peninsula Clean Energy Authority: PCE is the CCA serving San Mateo County and all 20 of its cities and towns as well as the City of Los Banos.

PCC1 – RPS Portfolio Content Category 1: RPS Portfolio Content Category 1 includes bundled renewables where the energy and Renewable Energy Certificate (REC) are dynamically scheduled into a California Balancing Authority (CBA) such as the CAISO, also known as "in-state" renewables.

PCC2 – RPS Portfolio Content Category 2: RPS Portfolio Content Category 2 includes bundled renewables where the energy and Renewable Energy Certificate (REC) are from out of state and not dynamically scheduled to a CBA.

PCC3 – RPS Portfolio Content Category 3: RPS Portfolio Content Category 3 includes Unbundled Renewable Energy Certificate (REC).

PCIA or "exit fee" – Power Charge Indifference Adjustment: The Power Charge Indifference Adjustment (PCIA) is an "exit fee" based on stranded costs of utility generation set by the California Public Utilities Commission. It is calculated annually and assessed to customers of CCAs and paid to the IOU that lost those customers as a result of the formation of a CCA.

PCL – Power Content Label: The PCL is a user-friendly way of displaying information to California consumers about the energy resources used to generate the electricity they sell, as required by AB 162 (Chapter 313, Statutes of 2009) and SB 1305 (Chapter 796, Statutes of 1997).

PD – Proposed Decision: A PD is a procedural document in a CPUC Rulemaking that is formally commented on by parties to the proceeding. A PD is a precursor to a final decision voted on by the five commissioners of the CPUC.

PG&E – Pacific Gas & Electric: PG&E is the IOU that serves 16 million people over a 70,000-square-mile service area in Northern California.

PHC – Prehearing Conference: A PHC is a CPUC hearing to discuss the scope of a proceeding, among other matters. Interested stakeholders can request party status during these conferences.

Pnode – Pricing Node: In the CAISO optimization model, this is a point where a physical injection or withdrawal of energy is modeled and for which an LMP is calculated.

PPA – Power Purchase Agreement: A PPA is a contract used to purchase the energy, capacity and attributes from a renewable resource project.

PRP – Priority Review Project: These are transportation electrification pilot projects approved by the CPUC pursuant to SB 350 (Chapter 547, Statutes of 2015).

PRRR – Progress on Residential Rate Reform: Pursuant to a CPUC decision, the IOUs must submit to the CPUC and other parties periodic updates on the progress of their efforts to assist customers with residential rate design changes related to rate reform, including tier collapse and transition to a default time of use rate.

PUC – Public Utilities Code: The PUC is a California statute that contains 33 divisions; the range of topics within this code includes natural gas restructuring, private energy producers, telecommunication services, and specific municipal utility districts and transit authorities; the primary statute for governance of utilities as well as CCAs in California.

PURPA – Public Utilities Regulatory Policy Act: The PURPA is a federal statute passed in 1978 by Congress in response to the 1973 energy crisis to encourage fuel diversity via alternative energy sources and to introduce competition into the electric sector. It was intended to promote energy conservation (reduce demand) and promote greater use of domestic energy and renewable energy (increase supply).

RA – Resource Adequacy: Under its Resource Adequacy (RA) program, the California Public Utilities Commission (CPUC) requires load-serving entities — investor-owned utilities, electricity service providers and CCAs — to demonstrate in both monthly and annual filings that they have purchased capacity commitments of no less than 115% of their peak loads.

RAM – Renewables Auction Mechanism: This is a procurement program the investor-owned utilities (IOUs) may use to procure RPS eligible generation. The IOUs may use RAM to satisfy authorized procurement needs, for example, system Resource Adequacy needs, local Resource Adequacy needs, RPS needs, reliability needs, Local Capacity Requirements, Green Tariff Shared Renewables needs and any need arising from commission or legislative mandates.

RE – Renewable Energy: Renewable energy is energy from a source that is not depleted when used, such as wind or solar power.

REC - Renewable Energy Certificate: A REC is the property right to the environmental benefits associated with generating renewable electricity. For instance, homeowners who generate solar electricity are credited with 1 solar REC for every megawatt-hour of electricity they produce. Utilities obligated to fulfill an RPS requirement can purchase these RECs on the open market.

RES-BCT – Renewables Energy Self-Generation Bill Credit Transfer: This program enables local governments and universities to share generation credits from a system located on one government-owned property with billing accounts at other government-owned properties. The system size limit under RES-BCT is 5 MW, and bill credits are applied at the generation-only portion of a customer's retail rate.

RFO – Request for Offers: This is a competitive procurement process used by organizations to solicit the submission of proposals from interested parties in response to a scope of services.

RPS - Renewable Portfolio Standard: RPS is a law that requires California utilities and other load-serving entities (including CCAs) to provide an escalating percentage of California qualified renewable power (culminating at 33% by 2020) in their annual energy portfolio.

SB – Senate Bill: A Senate Bill is a piece of legislation that is introduced in the Senate. In other words, the Senate, rather than the Assembly, is the house of origin in the Legislature for the Legislation.

SBP – Solar Billing Plan: The Solar Billing Plan, also known as the Net Billing Tariff or NEM 3.0, is the new method of compensating customer-sited renewable energy self-generation, intended to promote grid reliability and incentivize solar and battery storage.

SCE – Southern California Edison: SCE is the large IOU that serves the Los Angeles and Orange County area.

SCP – Sonoma Clean Power Authority: SCP is the CCA serving Sonoma County and surrounding areas in Northern California.

SDG&E – San Diego Gas & Electric: SDG&E is the IOU that serves San Diego County and owns the infrastructure that delivers Community Power energy to our customers.

SGIP – Self-Generation Incentive Program: SGIP is a program that provides incentives to support existing, new and emerging distributed energy resources (storage, wind turbines, waste heat to power technologies, etc.).

SUE – Super User Electric: This is an electric surcharge intended to penalize consumers for excessive energy use.

SVCE – Silicon Valley Clean Energy: SVCE is the CCA serving the communities in Santa Clara County.

TCR EPS Protocol – The Climate Registry Electric Power Sector Protocol: This refers to online tools and resources provided by The Climate Registry to assist organizations to measure, report and reduce carbon emissions.

TE – Transportation Electrification: For the transportation sector, electrification means replacing fossil fuels with electricity as the means of powering light-duty vehicles and medium- and heavy-duty trucks and buses. The primary goal is to reduce greenhouse gas (GHG) emissions and, ultimately, contribute to mitigating the effects of climate change on the planet.

Time-of-Use (TOU) Rates: TOU Rates refers to the pricing of delivered electricity based on the estimated cost of electricity during a particular time block. Time-of-use rates are usually divided into three or four time blocks per 24 hour period (on-peak, mid-peak, off-peak and sometimes super off-peak) and by seasons of the year (summer and winter). Real-time pricing differs from TOU rates in that it is based on actual (as opposed to forecasted) prices that may fluctuate many times a day and are weather sensitive, rather than varying with a fixed schedule.

TM – Tree Mortality: This is a term that refers to the death of forest trees and provides a measure of forest health. In the context of energy, as part of the Governor's Tree Mortality Emergency Proclamation, the CPUC is tasked with utilizing its authority to extend contracts and take actions to authorize new contracts on bioenergy facilities that receive feedstock from high hazard zones.

TURN – The Utility Reform Network: TURN is a ratepayer advocacy group charged with ensuring that California IOUs implement just and reasonable rates.

Unbundled RECs: Unbundled RECs are renewable energy certificates that verify a purchase of a MWH unit of renewable power where the actual power and the certificate are "unbundled" and sold to different buyers.

VPP – Virtual Power Plant: A Virtual Power Plant is a cloud-based network that leverages an aggregation of distributed energy resources (DERs) to shift energy demand or provide services to the grid. For example, thousands of EV chargers could charge at a slower speed and hundreds of home batteries could discharge to the grid during a demand peak to significantly reduce the procurement of traditional supply resources.

VAMO – Voluntary Allocation, Market Offer: VAMO is the process for SDG&E to allocate a proportional share of its renewable portfolio to Community Power and other LSEs within the service territory.