AGENDA

Regular Meeting
Board of Directors

Thursday, September 24, 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 August 27, 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. Treasurer's Report for 12-Month Period Ending June 30, 2026, and Quarterly Investment Update

9. Receive and File Regulatory and Legislative Affairs Update

10. Adopt Resolution No. 2026-14, Approving a Fiscal and Financial Training Policy Pursuant to Senate Bill 827 (SB 827)

11. Approve First Amendment to Amended and Restated Renewable Power Purchase Agreement with Noble Solar, LLC, to Increase Community Benefits, Guaranteed Efficiency Rate and Curtailment Threshold; Reduce Cost of Excess Deliveries, and Allow Further Extension to Development Cure Period in case of Continued Delay in Issuance of Federal Permits

12. Approve Contract No. 2026-33 with Golden Five LLC for Microsoft Licensing Subscription Services (Agreement) for an initial term of three (3) years with two (2) one year renewal options, with a total not-to-exceed amount of $2,000,000 and authorize the Acting Chief Executive Officer to Execute Contract

13. Approve Amendment No. 4 to the Virtual Peaker, Inc. Agreement, Updating the Services and Pricing and Schedules, Adding the Sonnen Battery Integration and Simulated Devices, and Increasing the Agreement's Not-to-Exceed amount by $1,200,000, Resulting in a Revised Total Not-to-Exceed Amount of $3,600,000, and Authorize the Acting Chief Executive Officer to execute the Amendment

14. Approve Second Amendment to Agreement with The San Diego Foundation for Community Grant Program Administration Services, to add the FY2026-27 Scope of Work and Fees for the Final Contractual Year, and Authorize the Acting Chief Executive Officer to Execute the Second Amendment

15. Approve a Contract with Neighborhood National Bank for Qualified Public Depository Services for the Period September 24, 2026, through August 30, 2031, and Authorize the Acting Chief Executive Officer to Execute the 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.

16. Adopt Resolution No. 2026-15, Approving the Addition of the City of Coronado as a Member of San Diego Community Power

Recommendation: Adopt Resolution No. 2026-15, Approving the Addition of the City of Coronado as a Member of San Diego Community Power

17. Approve Contracts for Recruitment Services as follows:

   a. With CPS HR Consultants in an amount not-to-exceed $130,000 for executive recruitment services and Authorize the Board Chair to Execute the Contract

   b. With Recruitment Services for LHI Group, Inc. in an amount not to exceed $185,000 for short-term temporary recruitment services and Authorize the Board Chair to Execute the Contract

   c. With Blair Search Partners LLC (BSP) in an amount not to exceed $185,000 for direct hire recruitment services and Authorize the Board Chair to Execute the Contract

18. Solar Battery Savings Residential Update

Recommendation: Receive and file updates on the relaunch of the Solar Battery Savings (SBS) residential program and initial development of the non-residential pilot program

19. Update on Regional Energy Markets: The Extended Day-Ahead Market

Recommendation: Receive and file Regional Energy Markets: The Extended Day-Ahead Market Update

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.

ADJOURNMENT

The Board of Directors will adjourn until the next regular meeting scheduled for Thursday, October 22, 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

BOARD OF DIRECTORS
Regular Meeting Minutes
August 27, 2026

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

WELCOME

CALL TO ORDER

Chair Lawson-Remer 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; Vice Chair Yamane, City of National City; Director Elo-Rivera, City of San Diego (Arrived at 5:35 p.m.); Director Inzunza, City of Chula Vista; Director San Antonio, City of Encinitas (Arrived at 5:08 p.m.); Director Fisher, City of Imperial Beach; and Director Suzuki, City of La Mesa

ABSENT: None

Staff Present: Acting Chief Executive Officer Clark; General Counsel Tyagi; Senior Director of Programs Santulli; VGI Program Manager Zook; Senior Director of Power Contracts Key; Senior Director of People Operations and Administration Pugh; Clerk of the Board Hernandez; and Assistant Clerk of the Board Vences

PLEDGE OF ALLEGIANCE

Chair Lawson-Remer led the Pledge of Allegiance.

LAND ACKNOWLEDGMENT

Chair Lawson-Remer 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 at the request of staff, Item No. 17, San Diego Community Power Data Center Load Integration Guidelines, was pulled from the agenda.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

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**

There were no public comments on Consent Item Nos. 1-14.

Motioned by Director Inzunza and seconded by Vice Chair Yamane to approve Consent Calendar Item Nos. 1-14. The motion carried 5/0 as follows:

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

REGULAR AGENDA

15. Quarterly Community Advisory Committee Report

Community Advisory Committee (CAC) Chair Montero-Adams provided a quarterly report and shared information about vacancies.

There were no public comments on Item No. 15.

After Board member discussion and comments, the Quarterly Community Advisory Committee Report was received and filed.

16. Vehicle-Grid Integration Update

Mr. Santulli introduced the item and turned it over to Ms. Zook to provide the update on Vehicle-Grid Integration.

There were no public comments on Item No. 16.

After Board member discussion and comments, the Vehicle-Grid Integration update was received and filed.

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+

Mr. Key provided an overview of 2025 Power Source Disclosure and Power Content Label (PLC) reports.

After Board member comments and questions, motioned by Director Suzuki and seconded by Vice Chair Yamane to adopt 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+. The motion carried 7/0 as follows:

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

ACTING CHIEF EXECUTIVE OFFICER REPORT

Mr. Clark reported on Community Power's recent activities and events, including the Coronado City Council's unanimous vote to join Community Power, with service expected to begin in 2028.

DIRECTOR COMMENTS

None.

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

There were no public comments on Closed Session Item Nos. 1-2.

The Board Convened to Closed Session at 5:58 p.m.

OPEN SESSION

The Board Reconvened to Open Session at 8:02 p.m.

ROLL CALL

PRESENT: Chair Lawson-Remer, County of San Diego; Vice Chair Yamane, City of National City; Director Elo-Rivera, City of San Diego; Director Inzunza, City of Chula Vista; Director San Antonio, City of Encinitas; Director Fisher, City of Imperial Beach; and Director Suzuki, City of La Mesa

ABSENT: None

REPORT FROM CLOSED SESSION

General Counsel Tyagi reported that the Board convened in Closed Session from 5:58 to 8:02 p.m., confirmed that all Board members were present, and stated that there were no reportable actions.

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

Ms. Pugh provided an overview of the proposed First Amendment to Employment Agreement of Chief Operating Officer.

There were no public comments on Item No. 19.

Motioned by Vice Chair Yamane and seconded by Director Suzuki to approve First Amendment to Employment Agreement of Chief Operating Officer. The motion carried 7/0 as follows:

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

ADJOURNMENT

The meeting was adjourned at 8:04 p.m. to the next regular meeting scheduled for Thursday, September 24, 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:	September 24, 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: Our community-based organizations (CBO) partners continue to conduct outreach activities to residents to inform them of the program opportunity. Staff meet with the program implementation team on a biweekly basis to coordinate outreach activities, answer questions, and support program enrollment. To date, close to 50 applications are in review to determine eligibility for the program. Staff will continue to work with our CBO partners and regional agencies to increase the number of enrollment applications submitted by eligible residents.

Next Steps: Continue to support marketing, education, and outreach activities in the community in collaboration with CBO partners.

Flexible Load Programs

Smart Energy Rewards (formerly Smart Home Flex) Pilot Project

Status:

On July 29, 2026, enrollment was re-opened. To date, over 1,500 applications have been received with 850 applications approved. Common reasons for an application to be denied are due to the applicant being outside of Community Power territory or application information not matching the information associated with the submitted SDG&E account number. Many of the customers with mismatched application information reapply and get approved for the program.

Staff set a goal of enrolling 5,000 smart thermostats with the re-opening of the pilot. As of early September 2026, over 1,850 smart thermostats are enrolled with Smart Energy Rewards representing 37% of the way to the goal. Staff anticipate continuing enrollments throughout the rest of the calendar year.

Staff initiated the first Smart Flex Events in July 2026 to help reduce electricity demand during hot days. As of early September 2026, six events have been called – three in July and three in August 2026. Staff monitor demand forecasts from Power Services alongside weather conditions to schedule and call events. More events are anticipated to be scheduled throughout September and October 2026. Data from these events are being evaluated to determine performance and inform the evaluation of the pilot. Results of the evaluation are anticipated to be completed in early 2027.

Next Steps: Staff will continue to 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 demand 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 packet for the most recent update on this pilot project.

Solar and Energy Storage Programs

Solar Battery Savings ("SBS") Program

Status and Next Steps: Please refer to Item 19 of the September 2026 Board agenda packet for the most recent update on this program.

Solar Advantage Program (previously DAC-GT)

__Status:__ Community Power launched its Third Request for Offers ("RFO #3") on August 31, 2026. The RFO will remain open for 60 days and close on October 30, 2026. Community Power is authorized to procure 20.16 megawatts ("MW") of capacity under the Solar Advantage Program. In the event any program capacity becomes available from prior solicitations, Community Power may procure additional capacity through this RFO, consistent with California Public Utilities Commission ("CPUC") authorization.

In September 2026, Community Power exercised its contractual rights to terminate three previously executed Power Purchase Agreements with 1st Oak 2, LLC due to project viability concerns related to Supervisory Control and Data Acquisition ("SCADA") requirements. The terminated projects include PS 20292 GT FIT (0.55 MW) located in Chula Vista, PS 08017 GT FIT (1.65 MW) located in El Cajon, and PS 27814 GT FIT (0.71 MW) located in the City of San Diego, totaling 2.91 MW of Solar Advantage program capacity. As a result, additional program capacity may become available for procurement through RFO #3, consistent with CPUC authorization.

On August 31, 2026, staff distributed a notice of the RFO opportunity via Granicus to developers, local stakeholders, and other interested parties subscribed to receive Community Power solicitation notifications. The notice included an invitation to attend the RFO Webinar scheduled for September 9, 2026, at 10:00 a.m. Pacific Daylight Time ("PDT"). Information regarding project eligibility requirements, solicitation timelines, and webinar registration is available on the Solar Advantage webpage. Additional information regarding the solicitation is available on Community Power's Solicitations webpage under "Solar Advantage Request for Offers (RFO)."

RFO #3 Activity	**Anticipated Date of Completion**
RFO launch [COMPLETED]	August 31, 2026
RFO Webinar [COMPLETED]	September 9, 2026, 10:00 A.M. PDT
Deadline for Electronic Question Submittal [COMPLETED]	September 16, 2026, 5:00 P.M. PDT
Final Q&A addendum posted to RFO website	September 23, 2026
RFO Response Deadline	October 30, 2026, 5:00 P.M. PDT
Follow-up with RFO respondents, as necessary	October 30 through November 25, 2026
Supplier Notifications (Short-List Selection)	January 14, 2027
Evaluations of and negotiations with shortlisted Bidders, awards, and Community Power Board approval	January 15 through May 27, 2027, to occur at duly noticed Community Power Board Meeting(s)

Next Steps: 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 potential interconnection cost 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)

- Help 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

The SDREN Advisory Committee is scheduled to meet quarterly. To date, the Committee has held two meetings in 2026, with discussions focused on the following topics. The next meeting will be held on September 22, 2026.

- April 13, 2026
  - SDREN background overview of history, context and programs
  - Advisory Committee overview, including the Committee Charter, member expectations, and 2026 meeting schedule

- June 18, 2026
  - Program success metrics discussion
  - SDREN Workforce Education and Training (WE&T) program overviews

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:	September 24, 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

Contract Management

In July, August and September 2026, Community Power exercised its rights to terminate the following contracts: (1) Arevon Avocet Energy Storage Service Agreement, (2) three Power Purchase Agreements with 1st Oak 2, LLC, (3) Resource Adequacy Agreement with Alpine BESS LLC, (4) Resource Adequacy Agreement with Chula Vista BESS LLC, (5) Resource Adequacy Agreement with El Cajon BESS LLC, (6) Resource Adequacy Agreement with Los Coches BESS LLC, and (7) Resource Adequacy Agreement with Imperial Beach BESS LLC.

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 generation (DG) 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. Staff are currently evaluating those offers. The second is a solicitation pursuant to the California Independent System Operator's (CAISO) commercial interest assessment for Cluster 16 interconnection studies ("Cluster 16 RFI"). Projects are being shortlisted this month, and developers will 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>
In addition to eight long-term contracts for local utility-scale projects procured for Community Power's portfolio, through its rolling Local RFI and Local Distributed Generation RFO staff secured fifteen Board-approved contracts for local DG renewable and storage facilities and

continues to vet and evaluate proposed projects to the Local RFI. Of those fifteen DG contracts, seven remain in effect. 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: Community Power launched its Third Request for Offers ("RFO #3") on August 31, 2026, to procure remaining Solar Advantage Program capacity. The RFO will remain open for 60 days and close on October 30, 2026. Community Power is authorized to procure 20.16 megawatts (MW) of capacity under the Solar Advantage Program. In the event any program capacity becomes available from prior solicitations, Community Power may procure additional capacity through this RFO, consistent with the CPUC authorization.

On August 31, 2026, staff distributed notice of the RFO opportunity and an invitation to attend the RFO Webinar scheduled for September 9, 2026, at 10:00 a.m. Pacific Daylight Time (PDT) via Granicus to developers, local stakeholders, and other interested parties subscribed to receive Community Power solicitation notifications. Information regarding project eligibility requirements, solicitation timelines, and webinar registration is available on the Solar Advantage webpage: https://sdcommunitypower.org/local-development/solar-advantage. Additional information regarding the solicitation is available on Community Power's Solicitations webpage under "Solar Advantage Request for Offers (RFO).

Next Steps: 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 potential interconnection cost 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 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.

Forward energy prices have been steady as markets are watching seasonal weather forecasts closely. There is continued potential for a highly variable September 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 CAISO's grid, with an additional 6,194 MW planned to be online by June 1, 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 and 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 to take place in September, hour ending 19, or between 6pm - 7pm. 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 similar demand profiles, but 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.

While the weather outlook for the first half of summer showed potential for a higher magnitude of above normal temperatures, forecasts also showed increased chances of above-normal temperatures across the West in August and September. The greatest uncertainty in the forecast has been 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 the interior of California, the Pacific Northwest, and the Intermountain West have an increased chance of above-normal temperatures.

Weather is still the primary risk factor though the end of summer and daily energy prices have been elevated during recent heatwaves as expected. There continues to be concern around price volatility and high demand 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.

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

<u>Power Services Staffing</u>

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 a new Load Forecasting Manager will be joining the team before the end of next quarter.

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:	September 24, 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 August 24, 2026, Community Power is serving a cumulative total count of **972,571** 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

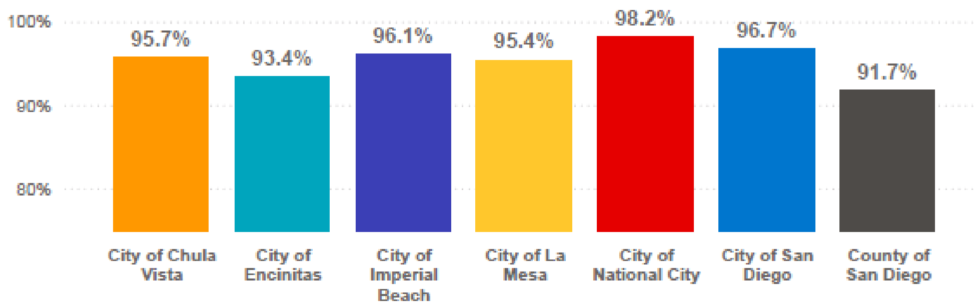
The below charts summarize customer participation by member agency as well as metrics for their elections into San Diego Community Power's four (4) available service options.

Please note that Re-Enrollment metrics are captured and displayed through July 31, 2026.

Enrolled Accounts	Participation Rate
972,571	95.5%

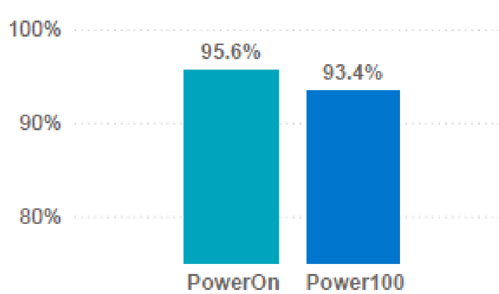
Participation

Participation by Jurisdiction

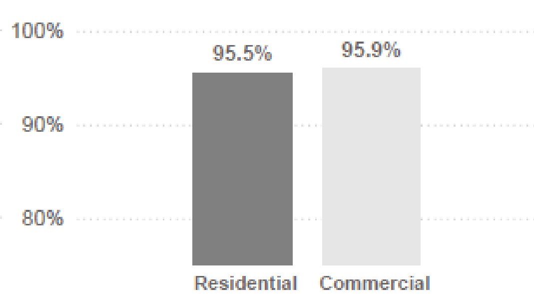


Jurisdiction	Service Option Default	Eligible Accounts	Enrolled Accounts	Participation Rate
City of Chula Vista	PowerOn	100,534	96,183	95.7%
City of Encinitas	Power100	29,187	27,265	93.4%
City of Imperial Beach	PowerOn	10,892	10,467	96.1%
City of La Mesa	PowerOn	29,669	28,296	95.4%
City of National City	PowerOn	19,693	19,344	98.2%
City of San Diego	PowerOn	636,371	615,361	96.7%
County of San Diego	PowerOn	191,566	175,655	91.7%
Total		**1,017,912**	**972,571**	**95.5%**

Participation by Default Service Option



Residential vs Commercial Participation

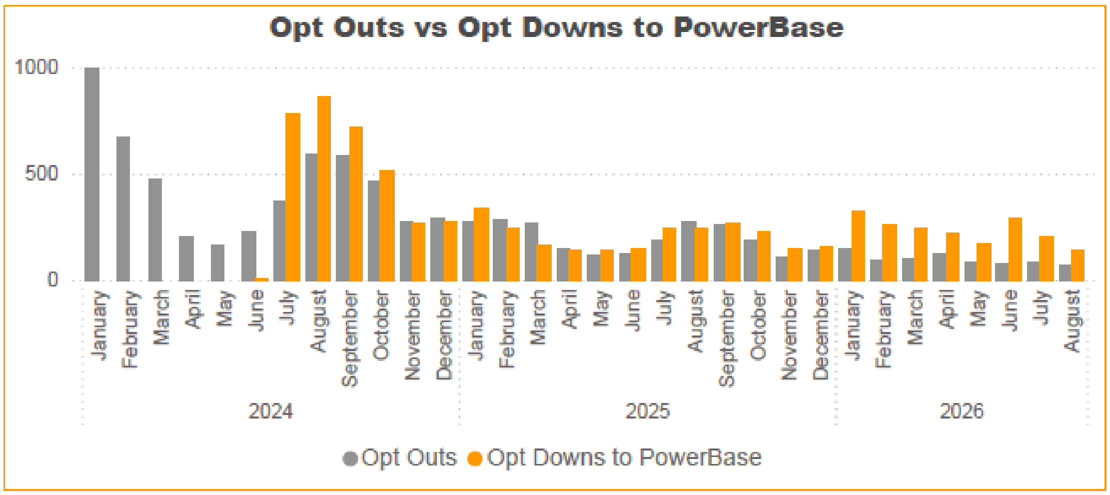


Service Option

PowerBase		PowerOn		Power100		Power100 Green+	
Enrolled	6,400	Enrolled	931,574	Enrolled	34,576	Enrolled	21
Participation	0.7%	Participation	95.8%	Participation	3.6%	Participation	0.0%

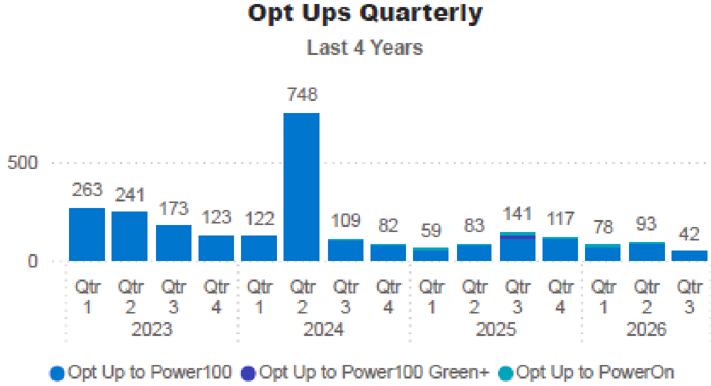
Service Option Enrollment Summary

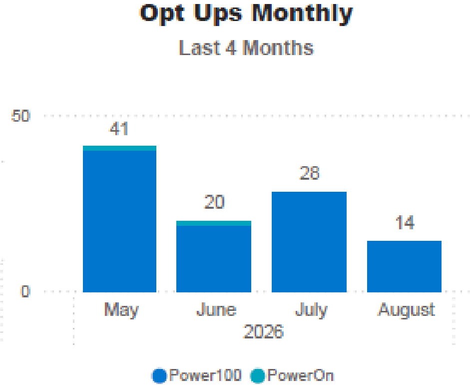
Jurisdiction	Service Option Default	Enrolled Accounts	Power Base Enrolled	Power Base %	PowerOn Enrolled	PowerOn %	Power 100 Enrolled	Power 100%	Power100 Green+ Enrolled	Power100 Green+%
City of Chula Vista	PowerOn	96,183	650	0.7%	94,618	98.4%	915	1.0%		
City of Encinitas	Power100	27,265	262	1.0%	384	1.4%	26,619	97.6%		
City of Imperial Beach	PowerOn	10,467	41	0.4%	10,348	98.9%	78	0.7%		
City of La Mesa	PowerOn	28,296	169	0.6%	27,864	98.5%	263	0.9%		
City of National City	PowerOn	19,344	77	0.4%	19,237	99.4%	30	0.2%		
City of San Diego	PowerOn	615,361	3,546	0.6%	605,941	98.5%	5,853	1.0%	21	0.0%
County of San Diego	PowerOn	175,655	1,655	0.9%	173,182	98.6%	818	0.5%		
Total		**972,571**	**6,400**	**0.7%**	**931,574**	**95.8%**	**34,576**	**3.6%**	**21**	**0.0%**



Opt Up History

Total Opt Ups	Opt Ups Current*
9,958	8,052





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	140	7,490
County of San Diego	4		207	627	43	31	912
Total	4,263	3,221	800	1,061	400	213	9,958

Opt Ups by Customer Class

Customer Class	2021	2022	2023	2024	2025	2026 YTD	Total
Commercial	4,256	296	232	703	160	76	5,723
Residential	7	2,925	568	358	240	137	4,235
Total	4,263	3,221	800	1,061	400	213	9,958

Opt Ups by Method

Opt Method	2021	2022	2023	2024	2025	2026 YTD	Total
CSR	4,232	1,372	301	817	213	102	7,037
IVR	4	85	84	42	29	14	258
Web	27	1,764	415	202	158	97	2,663
Total	4,263	3,221	800	1,061	400	213	9,958

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

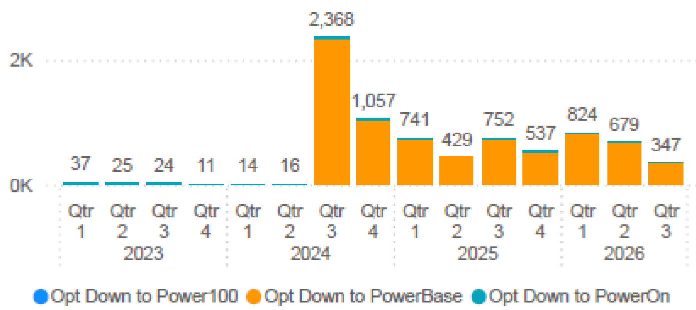
2026 YTD as of August 22, 2026

Opt Down History

Total Opt Downs	Opt Downs Current*
8,360	6,849

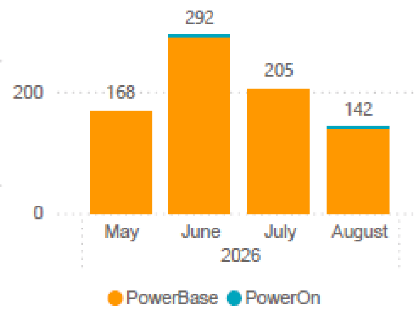
Opt Downs Quarterly

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	237	776
City of Encinitas	35	429	74	150	109	72	869
City of Imperial Beach		1		31	18	9	59
City of La Mesa		4		106	66	49	225
City of National City				36	39	28	103
City of San Diego		28	13	1,793	1,390	1,148	4,372
County of San Diego			6	1,052	591	307	1,956
Total	35	464	97	3,455	2,459	1,850	8,360

Opt Downs by Customer Class

Customer Class	2021	2022	2023	2024	2025	2026 YTD	Total
Commercial	34	23	9	508	172	118	864
Residential	1	441	88	2,947	2,287	1,732	7,496
Total	35	464	97	3,455	2,459	1,850	8,360

Opt Downs by Method

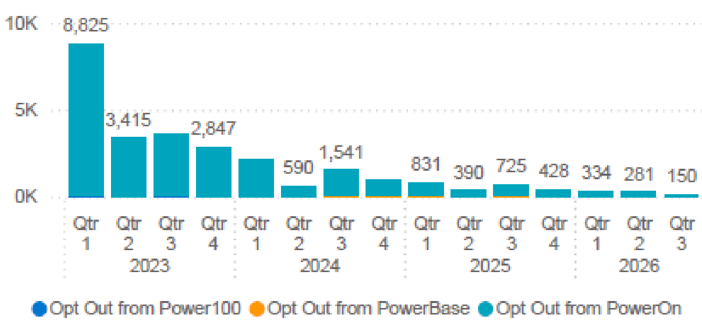
Opt Method	2021	2022	2023	2024	2025	2026 YTD	Total
CSR	31	311	65	2,562	1,531	943	5,443
IVR	4	26	3	309	274	150	766
Web		127	29	584	654	757	2,151
Total	35	464	97	3,455	2,459	1,850	8,360

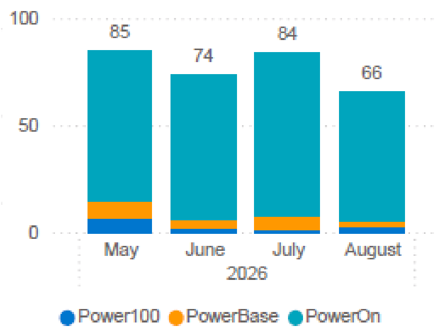
*Current indicates the account is open with SDG&E and this opt action is their latest opt action

2026 YTD as of August 22, 2026

Opt Out History

Total Opt Outs	Opt Outs Current*
54,773	43,856





Opt Outs by Jurisdiction

Jurisdiction	2021	2022	2023	2024	2025	2026 YTD	Total
City of Chula Vista	267	3,466	747	411	200	81	5,172
City of Encinitas	66	1,869	230	118	56	20	2,359
City of Imperial Beach	32	343	99	60	17	14	565
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	371	26,715
County of San Diego	2	1	13,899	2,669	944	252	17,767
Total	1,529	26,128	18,680	5,297	2,374	765	54,773

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	721	50,533
Commercial	1,492	535	1,684	344	141	44	4,240
Total	1,529	26,128	18,680	5,297	2,374	765	54,773

Opt Outs by Method

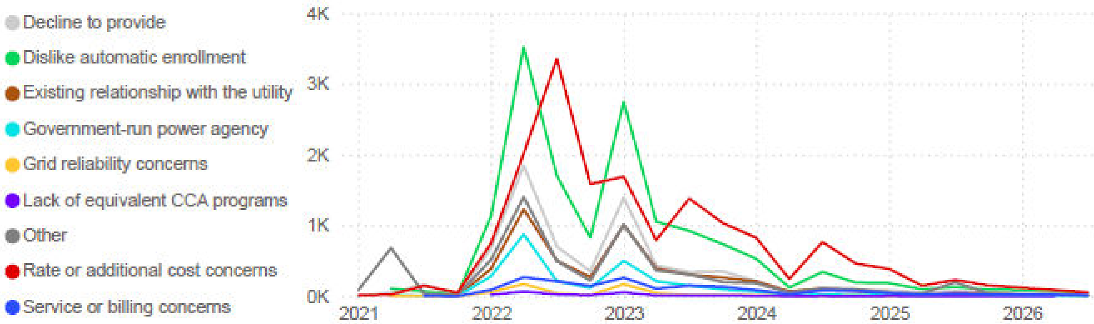
Opt Method	2021	2022	2023	2024	2025	2026 YTD	Total
CSR	1,104	6,963	4,706	1,653	703	272	15,401
IVR	102	4,885	3,788	1,284	445	113	10,617
Web	323	14,280	10,186	2,360	1,226	380	28,755
Total	1,529	26,128	18,680	5,297	2,374	765	54,773

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

2026 YTD as of August 22, 2026

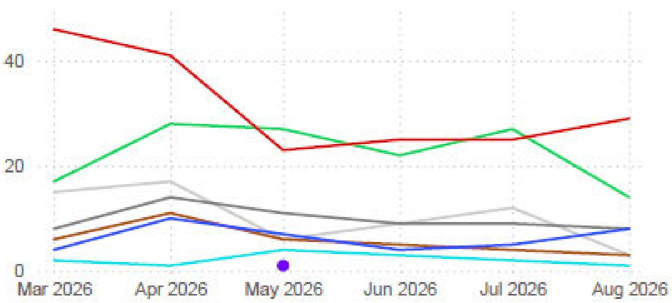
Opt Out Reason Summary

Opt Outs by Reason Quarterly



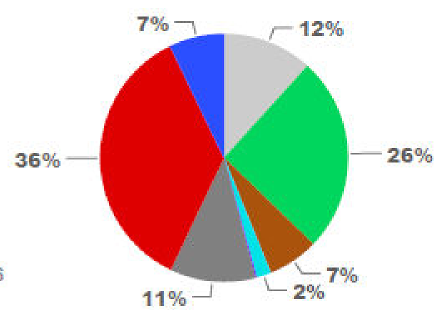
Opt Outs by Reason Monthly

Last 6 Calendar Months



Opt Out Reason Distribution

Last 6 Calendar Months



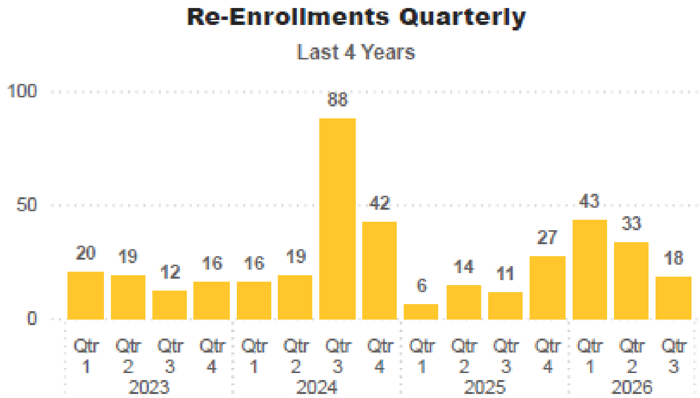
Opt Outs by Reason Table

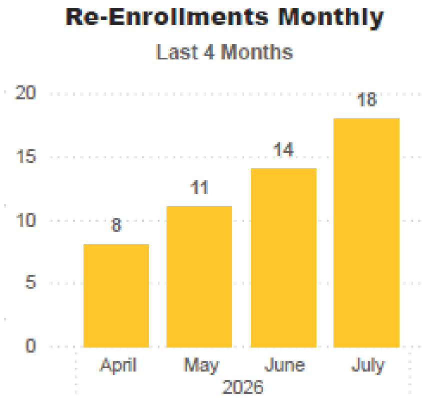
Opt Out Reason	2021	2022	2023	2024	2025	2026 YTD	Total
Decline to provide	228	3,581	2,518	465	256	84	7,132
Dislike automatic enrollment	203	7,187	5,458	1,188	511	207	14,754
Existing relationship with the utility	2	2,388	1,968	462	153	49	5,022
Government-run power agency	24	1,489	960	129	66	17	2,685
Grid 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	81	6,197
Rate or additional cost concerns	240	7,705	4,897	2,296	918	264	16,320
Service or billing concerns	6	718	654	272	132	58	1,840
Total	1,529	26,128	18,680	5,297	2,374	765	54,773

2026 YTD as of August 21, 2026

Re-Enrollment Requests

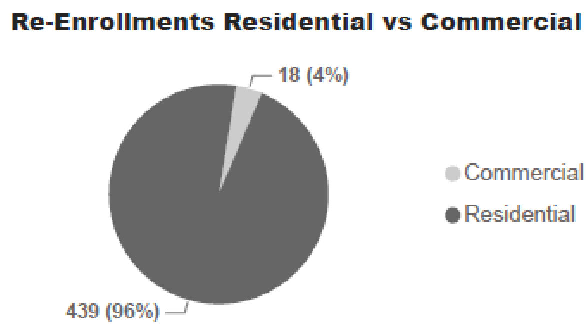
Excludes closed accounts





Re-Enrollments by Jurisdiction

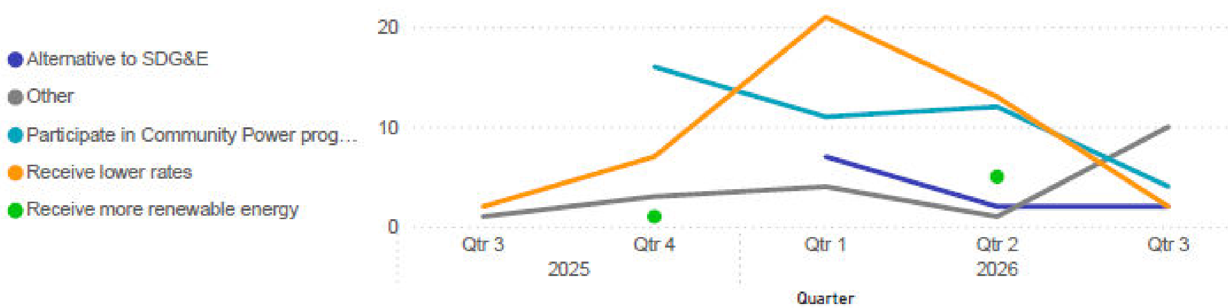
Jurisdiction	Accounts
City of Chula Vista	29
City of Encinitas	40
City of Imperial Beach	5
City of La Mesa	9
City of National City	1
City of San Diego	277
County of San Diego	96
Total	457



2026 YTD through the end of July, 2026

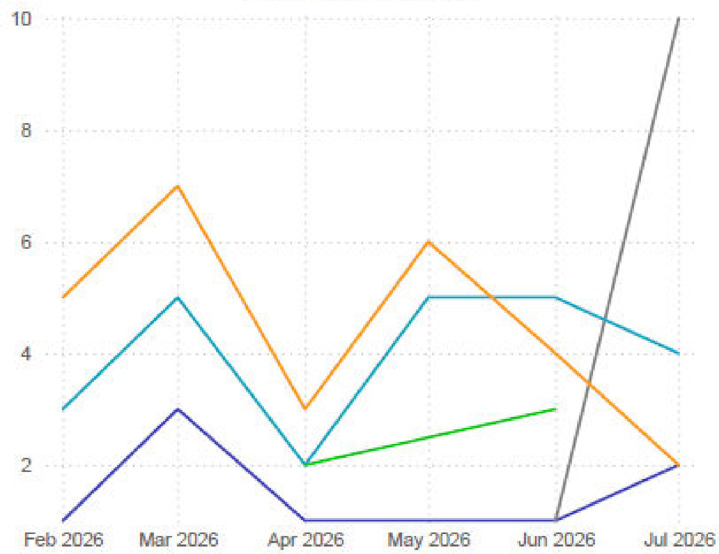
Re-Enrollment Reason Summary*

Re-Enrollments by Reason Quarterly



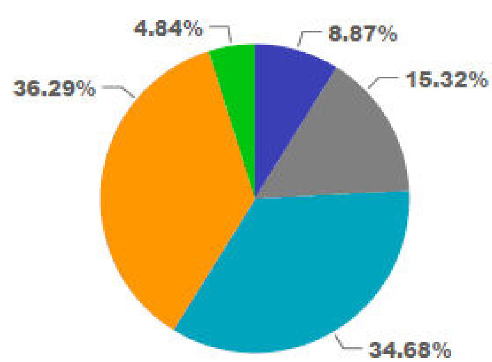
Re-Enrollments by Reason Monthly

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		11	11
Other	4	15	19
Participate in Community Power program	16	27	43
Receive lower rates	9	36	45
Receive more renewable energy	1	5	6
Total	30	94	124

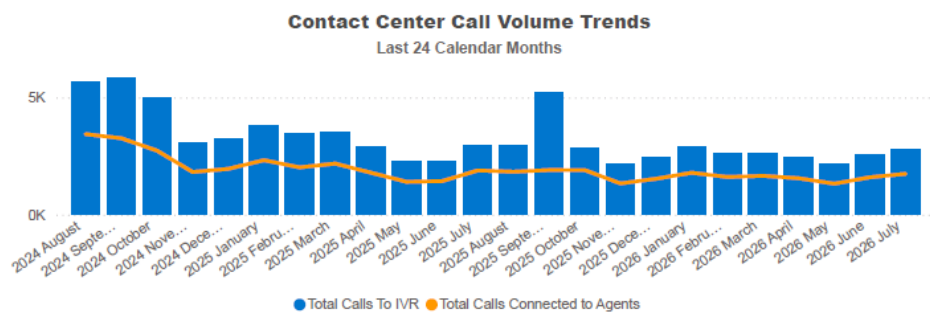
Re-Enrollment Reason Functionality Implemented 09/01/2025

C) Contact Center Metrics

As anticipated, Contact Center call volume has gradually increased through the early summer months. Customer interactions are expected to continue to increase throughout the summer as even warmer temperatures lead to higher energy consumption and increased electric bills; however, because the electric California Climate Credit will be distributed to residential customers in August and September this year, we imagine lower call volume spikes than previous years.

The chart below summarizes contact made by customers into the Contact Center broken down by month. Contact Center Metrics are captured and displayed through July 31, 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	18,076	**205,362**
Total Calls Connected to Agents	1,401	30,174	34,173	29,332	21,556	11,274	**127,910**
Avg Seconds to Answer	20.00	11.50	6.75	18.08	9.33	9.86	**12.45**
Avg Call Duration (Minutes)	8.5	9.8	9.6	9.6	9.0	8.9	**9.3**
Calls Answered Within 60 Seconds (75% SLA)	96.23%	95.50%	97.57%	91.74%	95.85%	96.25%	**95.43%**
Abandon Rate	0.57%	0.36%	0.19%	0.72%	0.43%	0.49%	**0.45%**

Customer Service Emails

	2021	2022	2023	2024	2025	2026 YTD	Total
Emails Received	272	2,894	2,116	1,271	1,170	597	**8,320**
Emails Answered or Escalated Within 24 Hours	257	2,821	2,107	1,270	1,170	593	**8,218**
Completion%	94%	96%	100%	100%	100%	99%	**98%**

2026 YTD through the end of July, 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:	Lucas Utouh, Senior Director of Data Analytics and Customer Operations
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Update on IT and Data Analytics
Date:	September 24, 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. The IT and Data Analytics teams are laser focused on maintaining strong operational support, expanded cybersecurity protections and strengthening of the agency's technology governance and analytics capabilities. These efforts support the agency's broader goals of improving organizational efficiency, reducing operational risk, enhancing customer and business intelligence capabilities, and building scalable technology infrastructure to meet future growth requirements.

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
- Preserving business data accuracy and integrity through multileveled data retention.

Overall service levels remain strong despite increasing demand within the agency.

Cybersecurity

As part of our cybersecurity maturity initiatives, a third-party penetration test of the agency's network environment has been completed and identified no significant vulnerabilities requiring remediation.

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 the agency's objective of maintaining a resilient cybersecurity posture.

Data Analytics

Enterprise Data Platform – Phase 2

The Data Analytics team continues progressing towards the second release, which includes Power Services and Program teams' data pipelines automation and reports, building, expansion and optimization of interval usage 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.

During this reporting month, the enterprise-wide Customer Relationship Management (CRM) project achieved several important milestones including functional and integration testing with multiple other applications.

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:	September 24, 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.

Analysis and Discussion

The People Operations and Administration team continued to make meaningful progress across administrative operations, workforce initiatives, facilities planning, recruitment, safety and employee engagement.

Community Power's Annual Family Picnic will take place on September 26, 2026, at NTC Park in Liberty Station and serves as an important opportunity to strengthen employee engagement, foster cross-departmental relationships, and recognize the contributions of staff and their families. The event reflects Community Power's commitment to cultivating a positive and inclusive workplace culture by providing employees with an opportunity to connect outside of the traditional work environment, build stronger interpersonal relationships, and celebrate organizational achievements together. Feedback from prior years has highlighted the value employees place on spending time with colleagues and family members in a relaxed setting, reinforcing a sense of belonging and community that supports collaboration, employee well-being, and organizational effectiveness throughout the year. This year's picnic continues a longstanding tradition of investing in employee morale and organizational culture, helping to strengthen the connections that contribute to Community Power's success as a mission-driven public agency.

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

Current Open Positions:

Community Engagement Manager
IT Systems Engineer
Rates Analyst

Fiscal Impact

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER

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:	September 24, 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. In August, Community Power interacted with more than 4,000 individuals at a variety of events across member agencies.

Recent and Upcoming Public Engagement Events

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
Community Centric Fundraising Chapter Networking
National City District 2 Town Hall
Project New Village Health and Healing Summerfest
Casa Familiar La Semilla Ribbon Cutting Ceremony
Chula Vista Community Collaborative
SD350 Brighter Future Gala
Otay Mesa Chamber of Commerce
Coastal Cleanup Day
Adams Avenue Street Fair
Women+ in Green: Generational Voices in Climate Leadership
Vehicle-Grid Integration Council EVolve
Chicano Park Museum
Urban Collaborative Project
Sherman Heights Community Center Noche de Mole
Spirit of the Barrio
La Mesa Farmers Market
MAAC Soiree
City of Imperial Beach Spooktacular Trunk or Treat
Circulate Planning and Policy Momentum Awards
A Reason to Survive (ARTS) Dia de Muertos
San Diego Climate Week

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 12-Month Period Ending June 30, 2026, and Quarterly Investment Update
Date:	September 24, 2026

Recommendation

Receive and File Treasurer's Report for 12-Month Period Ending June 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 12-Month period ending June 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 Finance and Risk Management Committee (FRMC) via the Treasurer's Report. As of June 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

Preliminary year-end unaudited financial results for the 2025-2026 fiscal year ending June 30, 2026, are as follows:

- $1.11 billion in net operating revenues were reported compared to $1.17 billion budgeted for the period. Net operating revenues for the year reflect a reduction of $115 million that is being deferred, as authorized by the Chief Executive Officer in the Rate Stabilization Reserve Policy, and to be recognized as operating revenues in a future fiscal year. Further discussion of the rate stabilization determination and deferral will be described further herein and presented in greater detail at the October FRMC and Board meetings.

- Community Power's total change in net position for fiscal year 2025-26 was $192.75 million. The following is a summary of the preliminary unaudited year-end results through June 30, 2026, compared to the Fiscal Year 2025-26 Amended Budget:

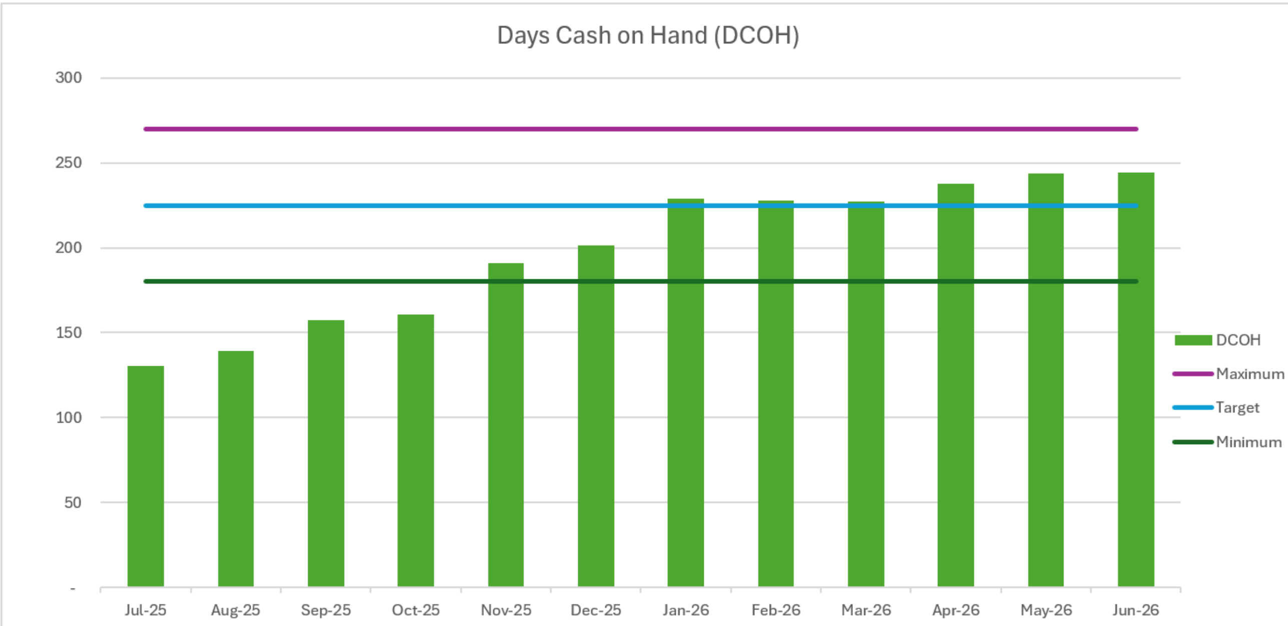
  - Operating revenues, not reflecting the $115 million rate stabilization reserve deferral, were $40.1 million, or 3.3% above budget assumptions primarily resulting from higher retail energy sales. Uncollectable customer accounts are lower relative to budget.
  - Cost of energy was $84.1 million, or 9.0% under budget, primarily due to significant savings in renewable contracts and lower spot market energy prices covering short energy positions.
  - Professional Services and Consultants: $4.9 million below budget due to lower-than-expected utilization of outside professional services.
  - Personnel Costs: $0.8 million under budget, driven by vacancies and accrued vacation.
  - Non-Operating Revenues and Expenses:
    - Total investment income of $19.2 million vs the budgeted $18.3 million.
    - $1.9 million in year-to-date interest and related expenses versus $1.5 million budgeted, in line with expectations.

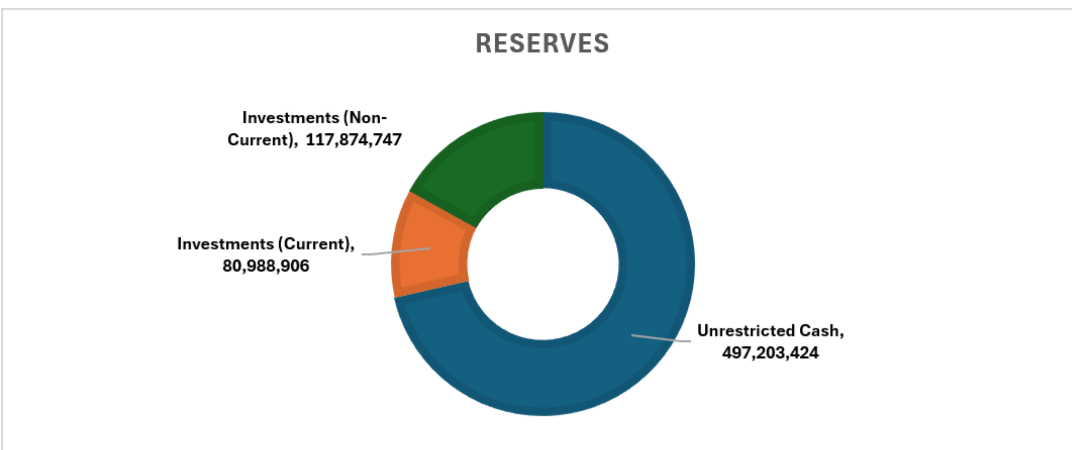
Financial Reserves:
Under Resolution 2025-23, Community Power's revised Financial Reserves Policy establishes a minimum reserve requirement of 180 days cash on hand and a reserve target of 225 days cash on hand. For Fiscal Year 2025-26, this target equates to approximately $629 million, based on budgeted operating expenses.

Community Power reserves at the end of the fiscal year totaled $696.1 million, or 249 days cash on hand based on Fiscal Year 2025-26 expenses, or 274 days cash on hand based on Fiscal Year 2026-27 expenses. This amount includes $497.2 million in unrestricted cash and

$198.9 million in investment holdings. Total available liquidity (including unrestricted cash, investment holdings, and available lines of credit) was $919.1 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 12 months ending June 30, 2026.

SAN DIEGO COMMUNITY POWER
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended June 30, 2026

	Year-to-Date			
	Amended Budget	Actual	Amended Budget Variance (Under) Over	Actual/ Amended Budget %
REVENUES AND OTHER SOURCES				
Gross Ratepayer Revenues	$ 1,194,789,000	$ 1,234,884,127	$ 40,095,127	103%
Rate Stabilization Fund transfer	-	(115,000,000)	(115,000,000)	na
Less: Uncollectible Customer Accounts	(19,370,000)	(12,242,027)	7,127,973	63%
Other Income	-	3,115,059	3,115,059	na
Total Revenues and Other Sources	1,175,419,000	1,110,757,158	(64,661,842)	
OPERATING EXPENSES				
Cost of Energy	969,917,000	885,841,666	(84,075,334)	91%
Professional Services and Consultants	23,414,000	18,565,184	(4,848,816)	79%
Personnel Costs	19,612,000	18,836,768	(775,232)	96%
Marketing and Outreach	2,317,000	2,113,484	(203,516)	91%
General & Administrative	4,648,000	4,826,439	178,439	104%
Total Operating Expenses	1,019,908,000	930,183,540	(89,724,460)	
Operating Income (Loss)	155,511,000	180,573,619	25,062,619	
NON-OPERATING REVENUES (EXPENSES)				
Investment Income	18,295,000	19,187,155	892,155	105%
Interest and Related Expenses	(1,515,000)	(1,858,591)	(343,591)	123%
Transfer to Capital Investment Program	(21,881,000)	(21,881,000)	-	100%
Total Non-Operating Revenues (Expenses)	(5,101,000)	(4,552,436)	548,564	
NET CHANGE	$ 150,410,000	$ 176,021,182	$ 25,611,182	

Rate Stabilization Reserve Determination

Based on the fiscal year-end results for FY 2025-26 and current reserve levels, staff has determined that $115 million will be set aside for rate stabilization reserve purposes from fiscal year 2026, representing a full 45 day cash on hand determination as described in the Rate Stabilization Policy. This designation is intended to preserve financial flexibility and support rate stability for customers while maintaining compliance with Community Power's Financial Reserves Policy and overall liquidity targets. The $115 million designated as Rate Stabilization Reserves will continue to be included in the Days Cash on Hand reserve and liquidity calculations for purposes of reporting available liquidity.

Year-End Financial Review Timing

Additional information regarding the FY 2025-26 year-end financial results, including the rate stabilization reserve determination and related reserve considerations, will be provided as part of the full-year FY26 financial review anticipated in October.

Staff will also recommend supplemental budget appropriation amounts at the October FRMC and Board meetings. The report will provide additional detail on the appropriation amounts identified as part of the FY 2025-26 year-end financial review and any related budgetary actions requiring FRMC consideration and Board approval.

Investment Portfolio Report

Chandler Asset Management manages Community Power's investment portfolio. As of June 30, 2026, the market value of the portfolio was $125.4M 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 June 30, 2026

Portfolio Characteristics

Average Modified Duration	2.55
Average Coupon	3.84%
Average Purchase YTM	4.13%
Average Market YTM	4.33%
Average Credit Quality*	AA
Average Final Maturity	3.04
Average Life	2.80

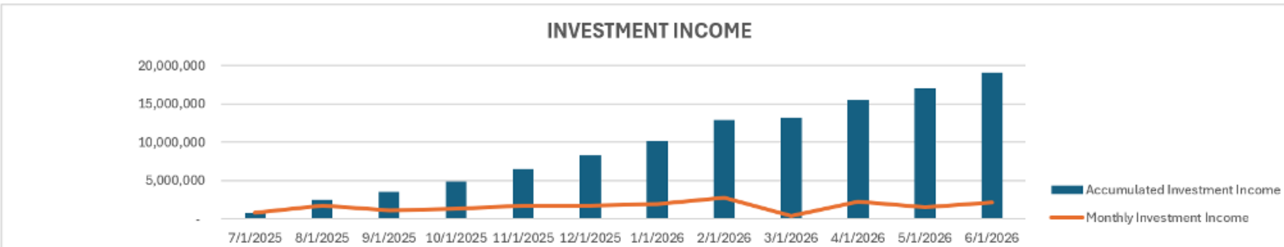
Account Summary

	End Values as of 05/31/2026	End Values as of 06/30/2026
Market Value	124,285,511.28	124,323,952.71
Accrued Interest	966,587.57	1,027,482.57
Total Market Value	**125,252,098.85**	**125,351,435.28**
Income Earned	321,875.17	538,123.27
Cont/WD	0.00	0.00
Par	125,851,266.96	126,282,856.16
Book Value	124,718,492.09	125,084,742.95
Cost Value	124,451,810.52	124,787,157.37

Top Issuers

United States	48.69%
Federal Home Loan Mortgage Corp	10.80%
Chase Issuance Trust	1.38%
Hyundai Motor Company	1.37%
Guardian Life Global Funding	1.19%
The Home Depot, Inc.	1.15%
Toyota Motor Corporation	1.10%
Honda Auto Receivables Owner Trust	1.06%

The chart below presents monthly and year-to-date investment income for the first 12 months of FY26.



	7/31/2025	8/31/2025	9/30/2025	10/31/2025	11/30/2025	12/31/2025	1/31/2026	2/28/2026	3/31/2026	4/30/2026	5/31/2026	6/30/2026
Accumulated Investment Income	742,685	2,467,988	3,551,532	4,842,114	6,521,057	8,205,810	10,120,219	12,911,528	13,253,348	15,440,702	16,972,947	19,131,854
Monthly Investment Income	742,685	1,725,303	1,083,544	1,290,582	1,678,943	1,684,753	1,914,409	2,791,309	341,820	2,187,354	1,532,245	2,158,907

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 August 1 and August 31, 2026:

- Agreement 2026-21 – Communities for Global Sustainability - C4GS LLC
    - For marketing, education, and outreach services in support of the California Energy Commission's Equitable Building Decarbonization Direct Install Program, Not-to-Exceed $140,000

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
Year Ended June 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	9,221,586	(22,646,961)
Grant Revenue - CDFA Efficient Refrigeration Pilot	-	642,592	642,592
Grant Revenue - DAC	589,822	-	(589,822)
Total Revenue and Other Sources	54,339,369	31,745,177	(22,594,192)
EXPENDITURES AND OTHER USES			
Program Expenditures	54,628,369	15,895,042	$ (38,733,327)
Net increase (decrease) in fund balance	$ (289,000)	15,850,136	
Fund balance at beginning of period		10,340,567	
Fund balance at end of period		$ 26,190,703	

Customer Participation Rates

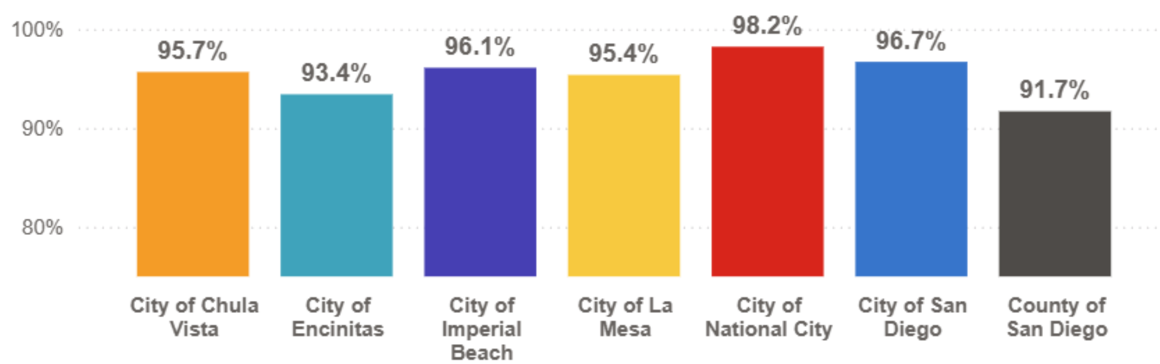
The participation rate for Community Power reflects full enrollment of current member agencies. We are reporting on the opt outs and eligible accounts associated with the phase based on those accounts that we have noticed for enrollment on a rolling basis as of the reporting month.

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

Enrolled Accounts	Participation Rate
972,571	95.5%

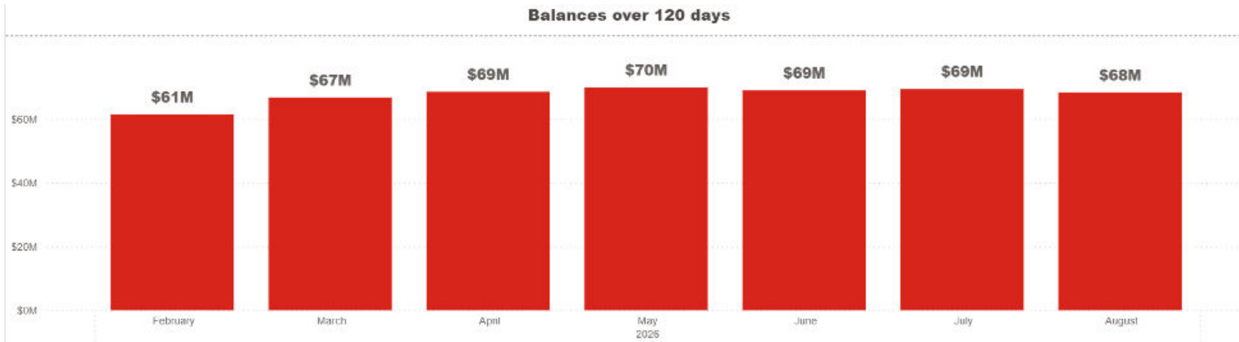
Participation

Participation by Jurisdiction

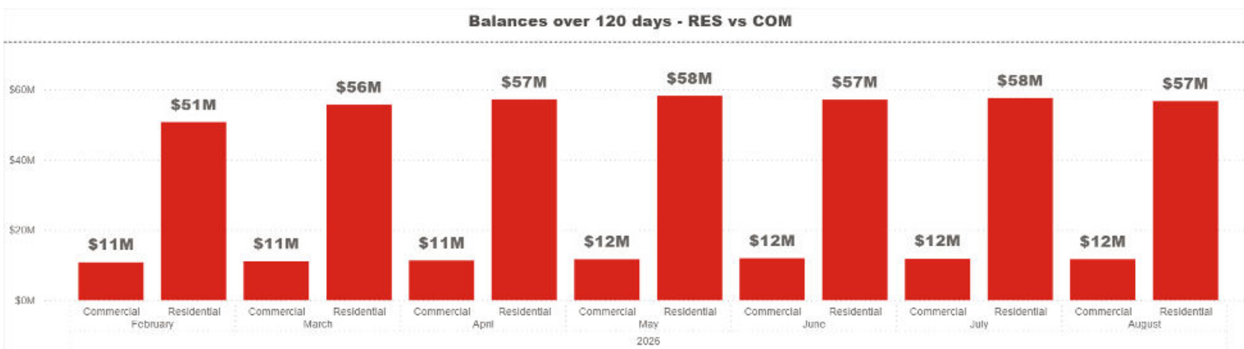


Jurisdiction	Service Option Default	Eligible Accounts	Enrolled Accounts	Participation Rate
City of Chula Vista	PowerOn	100,534	96,183	95.7%
City of Encinitas	Power100	29,187	27,265	93.4%
City of Imperial Beach	PowerOn	10,892	10,467	96.1%
City of La Mesa	PowerOn	29,669	28,296	95.4%
City of National City	PowerOn	19,693	19,344	98.2%
City of San Diego	PowerOn	636,371	615,361	96.7%
County of San Diego	PowerOn	191,566	175,655	91.7%
Total		**1,017,912**	**972,571**	**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 August 1, 2026.



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



Fiscal Impact

N/A

Committee Review

This item was presented at the September 17 Finance and Risk Management Committee meeting. Committee members received and filed the item.

Attachments

A: FY 2026 Year-to-Date Period Ended June 30, 2026, Financial Statements.
B. Chandler Asset Management – June 30, 2026, Investment Report

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 June 30, 2026, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the year 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
August 12, 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 June 30, 2026

ASSETS	
Current assets	
Cash and cash equivalents - unrestricted	$ 497,203,424
Cash and cash equivalents - restricted	33,257,761
Accounts receivable, net of allowance	105,003,948
Accrued revenue	56,631,259
Prepaid expenses	6,606,887
Other receivables	7,699,229
Deposits	1,692,159
Investments	80,988,906
Total current assets	789,083,573
Noncurrent assets	
Cash and cash equivalents - restricted	15,330,975
Investments	117,874,747
Capital assets, net of depreciation and amortization	1,815,773
Total noncurrent assets	135,021,495
Total assets	924,105,068
LIABILITIES	
Current liabilities	
Accrued cost of electricity	75,376,302
Accounts payable	6,581,656
Other accrued liabilities	4,867,146
State surcharges payable	551,706
Deposits - energy suppliers	895,731
Lease liability	598,193
Advances from grantors	32,757,761
Total current liabilities	121,628,495
Noncurrent liabilities	
Deposits - energy suppliers	3,305,810
Advances from grantors	15,183,975
Total noncurrent liabilities	18,489,785
Total liabilities	140,118,280
DEFERRED INFLOWS OF RESOURCES	
Rate Stabilization Fund	115,000,000
NET POSITION	
Net investment in capital assets	1,217,580
Restricted for security collateral	647,000
Unrestricted	667,122,208
Total net position	$ 668,986,788

SAN DIEGO COMMUNITY POWER
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
Year Ended June 30, 2026

OPERATING REVENUES	
Electricity sales, net	$ 1,222,642,099
Rate stabilization fund transfer	(115,000,000)
Liquidated damages revenue	2,348,023
Other income	767,036
Total operating revenues	1,110,757,158
OPERATING EXPENSES	
Cost of electricity	885,841,666
Contract services	26,044,160
Staff compensation	20,903,693
Other operating expenses	13,152,155
Depreciation and amortization	885,794
Total operating expenses	946,827,468
Operating income	163,929,690
NONCAPITAL SUBSIDIES	
Grant revenue	9,864,177
Noncapital subsidies	9,864,177
Operating income and noncapital subsidies	173,793,867
NON-OPERATING REVENUES (EXPENSES)	
Investment income	19,131,854
Interest expense	(171,097)
Nonoperating revenues (expenses), net	18,960,757
CHANGE IN NET POSITION	192,754,624
Net position at beginning of year	476,232,164
Net position at end of year	$ 668,986,788

SAN DIEGO COMMUNITY POWER
STATEMENT OF CASH FLOWS
Year Ended June 30, 2026

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers	$ 1,253,224,032
Receipts from grantors	32,550,198
Receipts of supplier security deposits	29,860,990
Receipts from wholesale sales and other operating activities	10,772,540
Payments to suppliers for electricity	(923,064,362)
Payments for other goods and services	(37,250,599)
Payments for deposits and collateral	(5,380,351)
Payments for staff compensation	(19,482,535)
Payments of state surcharges	(2,370,998)
Net cash provided by operating activities	338,858,915
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	(935,784)
Purchases of capital assets	(1,384,024)
Net cash used by capital and related financing activities	(2,319,808)
CASH FLOWS FROM INVESTING ACTIVITIES	
Investment income received	18,165,013
Proceeds from investment sales and maturities of investments	15,046,247
Purchase of investments	(143,043,283)
Net cash provided (used) by investing activities	(109,832,023)
Net change in cash and cash equivalents	226,617,914
Cash and cash equivalents at beginning of year	319,174,246
Cash and cash equivalents at end of year	$ 545,792,160
Reconciliation to the Statement of Net Position	
Unrestricted cash and cash equivalents - current	$ 497,203,424
Restricted cash and cash equivalents - current	33,257,761
Restricted cash and cash equivalents - noncurrent	15,330,975
Cash and cash equivalents	$ 545,792,160
NONCASH INVESTING ACTIVITIES	
Change in fair value of investments	$ (196,023)
Change in interest income receivable	$ 1,162,864

SAN DIEGO COMMUNITY POWER
STATEMENT OF CASH FLOWS (continued)
Year Ended June 30, 2026

RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES

Operating income	$ 163,929,690
Adjustments to reconcile operating income to net cash provided by operating activities	
Depreciation and amortization expense	885,794
Noncapital subsidies	9,864,177
(Increase) decrease in:	
Accounts receivable, net	11,023,275
Accrued revenue	16,111,100
Prepaid expenses	17,195,248
Other receivables	(2,436,374)
Deposits	9,402,052
Increase (decrease) in:	
Accrued cost of electricity	(26,825,864)
Accounts payable	2,770,684
Advances from grantors	22,686,022
Other accrued liabilities	2,707,191
State surcharges payable	16,560
Deposits - energy suppliers	(3,470,640)
Rate Stabilization Fund	115,000,000
Net cash provided by operating activities	$ 338,858,915

ITEM 8
ATTACHMENT B

INVESTMENT REPORT

San Diego Community Power | As of June 30, 2026

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

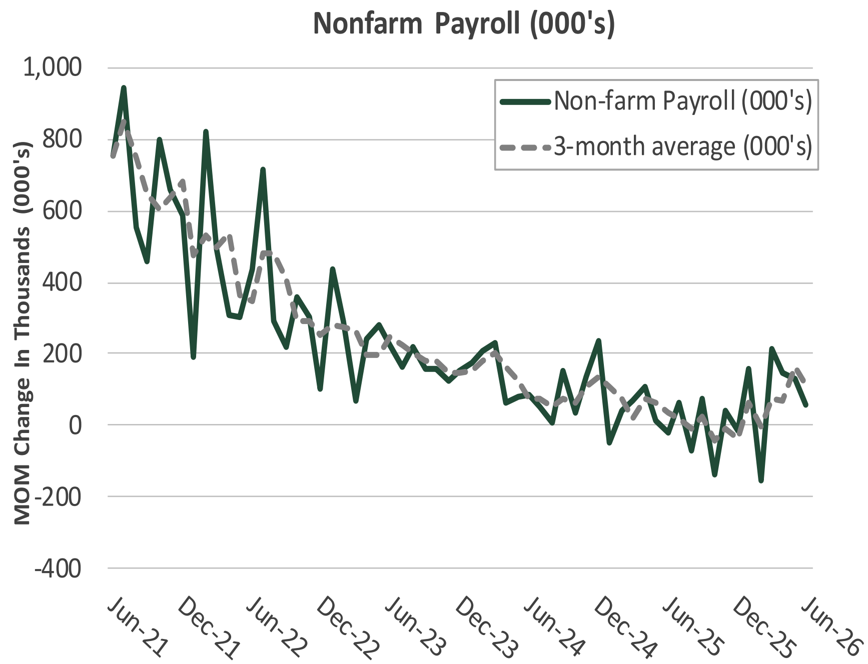
CHANDLER ASSET MANAGEMENT

ECONOMIC UPDATE

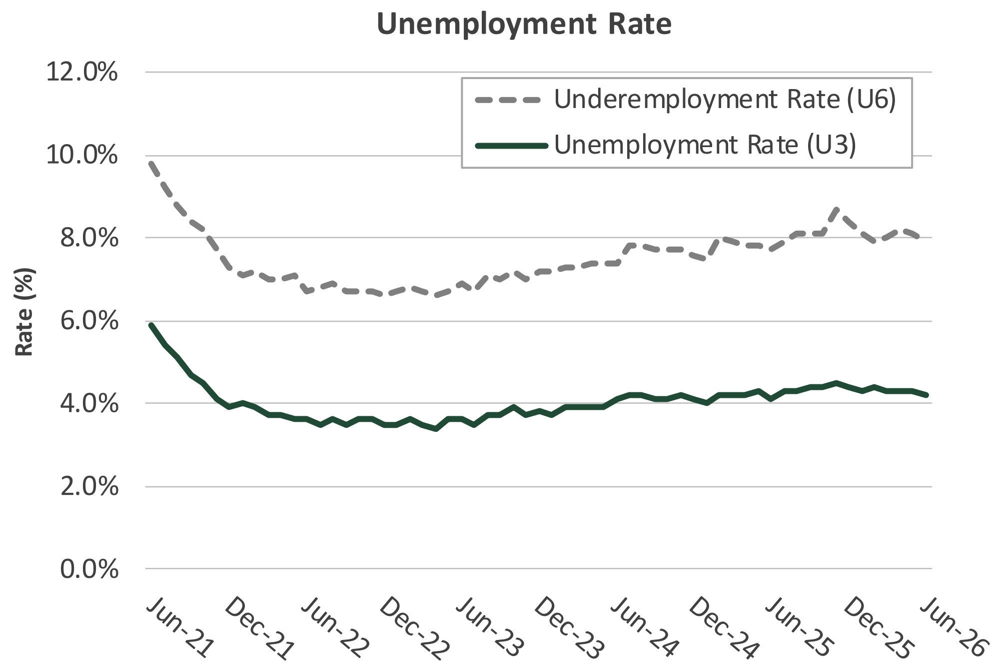
- Energy prices and inflation remained the primary drivers of the macro backdrop as the U.S.-Israel-Iran conflict entered its third month, disrupting global oil supply. Headline CPI accelerated at the fastest pace in more than three years, reflecting volatility in the energy component. Crude oil, however, retraced roughly 20% from its May–early June peak as diplomatic progress between the United States and Iran pointed to a potential framework for de-escalation. The labor market remained resilient, with continued payroll growth and subdued jobless claims. Risk assets held firm, as equities hovered near record highs and credit spreads remained historically tight amid broadly better-than-expected corporate earnings. Taken together, the current market environment has further constrained the case for near-term monetary policy easing, leading the Chandler team to push out its expected timing for rate cuts beyond the six-month investment horizon.

- The Federal Reserve’s June FOMC meeting ended with policymakers unanimously holding the target range at 3.50%–3.75%, a notable shift from the 8–4 split at April’s meeting, which marked Jerome Powell’s final session as Chair. Under new Chair Kevin Warsh, sworn in on May 22, the Committee released an unusually concise statement that referenced Middle East tensions and energy supply disruptions while removing prior forward guidance that had suggested a bias toward rate cuts. Updated projections leaned more hawkish, with 9 of 18 officials expecting at least one rate hike this year and 6 anticipating multiple increases. The shift signals that restoring price stability has reemerged as the central focus of monetary policy deliberations.

- The Treasury yield curve flattened modestly in June as short-term yields responded to a more hawkish shift in Federal Reserve guidance. The 2-year yield rose to 4.15% from 3.98% the prior month, while the 10-year yield edged down slightly to 4.44% from 4.45%. As a result, the 2s/10s spread narrowed to 29 basis points, down from roughly 47 basis points a month earlier and significantly below the 69 basis point spread at the start of the year. Meanwhile, the 3-month/10-year spread remained positive at 64 basis points. Front-end rates absorbed the bulk of the Fed’s updated rate outlook, while longer maturities were partly anchored by a late-month decline in oil prices.

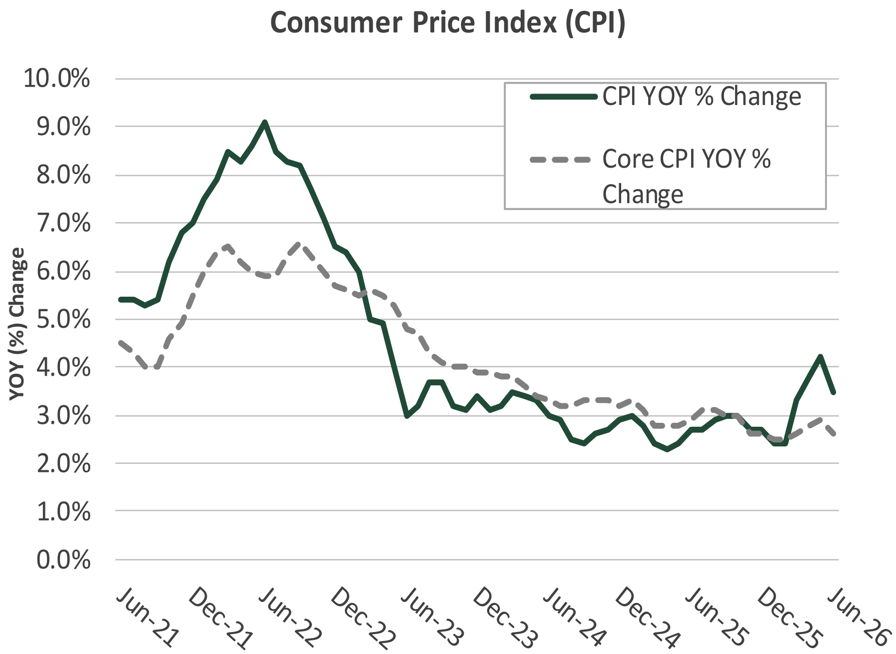


Source: US Department of Labor

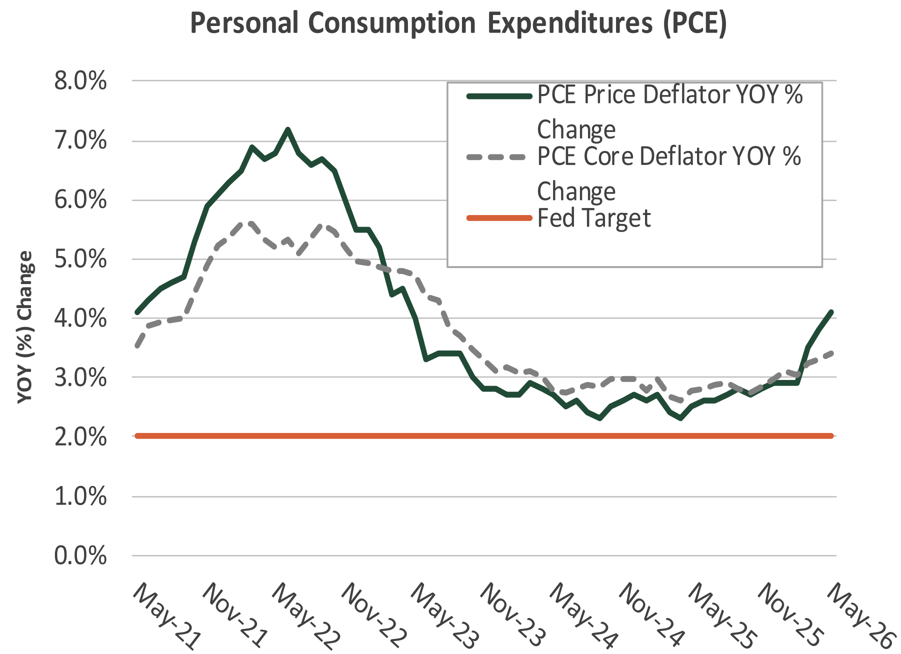


Source: US Department of Labor

Nonfarm payrolls increased by just 57,000 in June, well below the 113,000 consensus and marking a sharp slowdown from May's pace. The unemployment rate edged down to 4.2%, though the decline was driven by a drop in labor force participation to 61.5%, its lowest level since March 2021. Revisions further weakened the report's signal. April payrolls were revised down by 31,000 to 148,000, while May was lowered by 43,000 to 129,000, resulting in a combined two-month downward revision of 74,000.

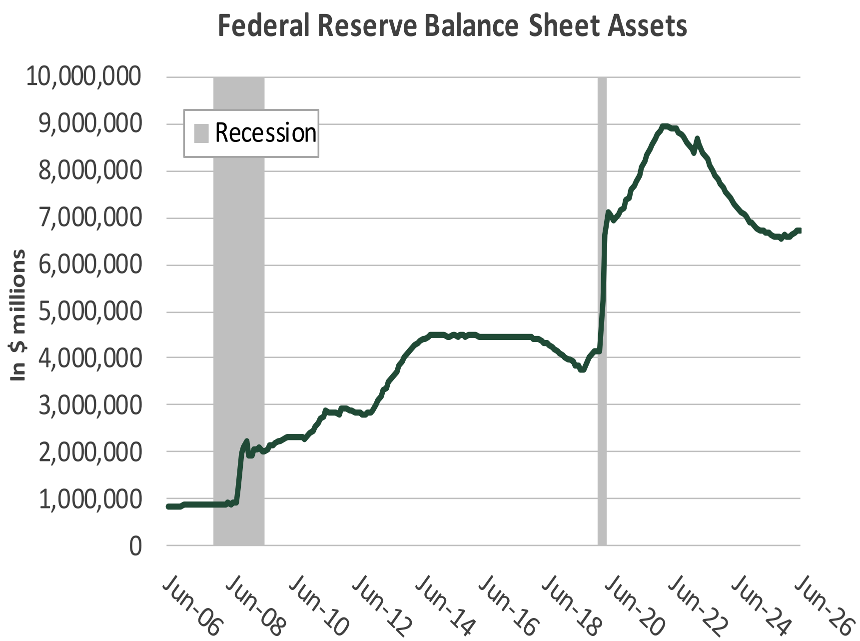


Source: US Department of Labor

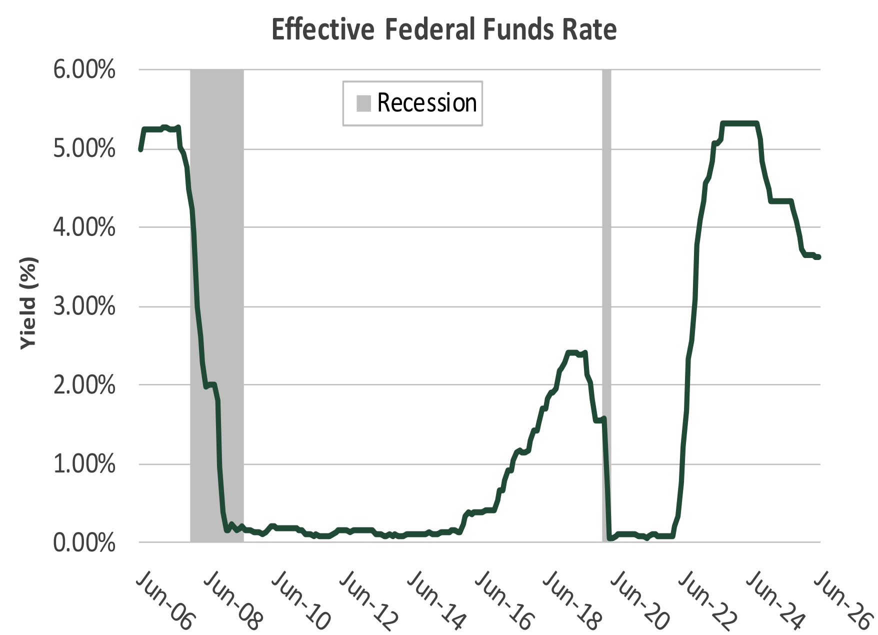


Source: US Department of Commerce

Inflation decelerated sharply in June, with the Consumer Price Index falling 0.4% on the month—its largest decline since the onset of the pandemic in 2020—and bringing the annual rate down to 3.5% from 4.2% in May. Core CPI (excluding food and energy) was flat on the month and rose 2.6% year over year, both coming in softer than expected after energy-driven pressures pushed inflation to a three-year high earlier in the quarter. The CPI report suggests at least a near-term reprieve in inflation. However, the latest available Personal Consumption Expenditures (PCE) price index tells a firmer story: headline PCE rose 0.4% in May and 4.1% year over year, up from 3.8% in April and marking the highest annual rate of the current cycle. Core PCE increased 0.3% on the month and 3.4% over the year. Energy prices remained the primary driver of recent headline acceleration, reflecting supply disruptions tied to the Iranian conflict, although price volatility remains elevated.

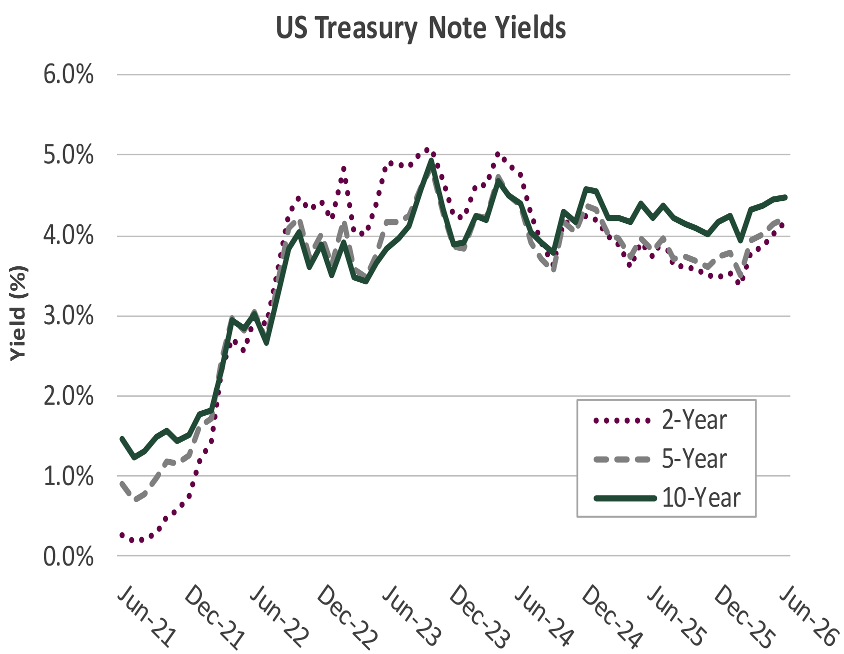


Source: Federal Reserve

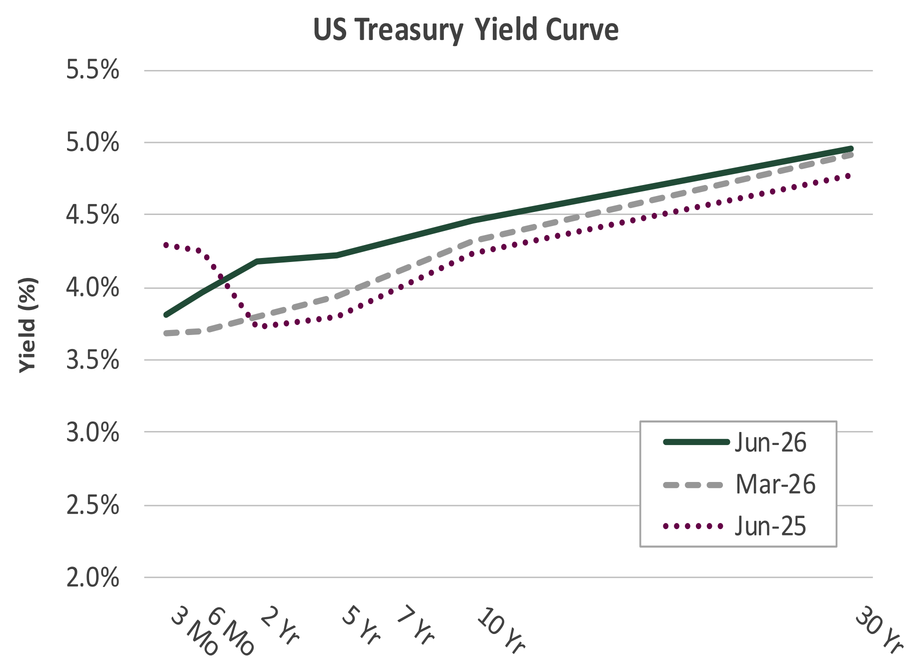


Source: Bloomberg

The Federal Open Market Committee (FOMC) held the target range for the federal funds rate at 3.50% to 3.75% at its June 16–17 meeting, with a unanimous 12–0 vote. This marked a notable shift from the April meeting—Jerome Powell's last as chair—which saw four dissents in an 8–4 decision. The return to consensus under Chair Kevin Warsh signals a clear change in tone. Minutes from the June meeting are scheduled for release in early July. The June Summary of Economic Projections reflected a more hawkish outlook. The median projection for the federal funds rate at year-end 2026 rose to 3.8%, up from 3.4% in March, before easing to 3.6% in 2027 and 3.4% in 2028. Officials also revised their inflation forecasts, with headline PCE projected at 3.6% in 2026 (from 2.7%) and core PCE at 3.3%. By contrast, median projections for real GDP growth and the unemployment rate—2.2% and 4.3%, respectively—were little changed.



Source: Bloomberg



Source: Bloomberg

Treasury yields ended June mixed, with a modest flattening across the curve as markets digested a more hawkish Federal Reserve signal. The 2-year yield rose to 4.15% from 3.98% at the end of May, while the 10-year yield edged down to 4.44% from 4.45%. The 2s/10s spread narrowed to 29 basis points, down from 47 basis points a month earlier. The 3-month/10-year spread remained positive at roughly 64 basis points at month-end. Relative to the 69 basis point spread at the start of 2026, the curve has flattened materially year to date, reflecting a repricing higher in front-end rates as expectations shift toward the possibility of further Fed tightening rather than easing.

CHANDLER ASSET MANAGEMENT

ACCOUNT PROFILE

Investment Objectives

The investment objectives of the San Diego Community Power are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio; second, to provide sufficient liquidity to meet all disbursement requirements; and third, to earn an acceptable rate of return after first considering safety of principal and liquidity.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve this objective, the portfolio invests in high-quality fixed income securities that comply with the investment policy and all regulations governing the funds.

PORTFOLIO CHARACTERISTICS

San Diego Community Power ConsAgg | Account #11452 | As of June 30, 2026

	6/30/2026 Portfolio	3/31/2026 Portfolio
Average Maturity (yrs)	0.55	0.55
Average Modified Duration	0.46	0.47
Average Purchase Yield	3.70%	3.73%
Average Market Yield	3.73%	3.79%
Average Quality**	AA+	AA+
Total Market Value	691,604,047	662,161,715

*Benchmark: NO BENCHMARK REQUIRED
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

STATEMENT OF COMPLIANCE

San Diego Community Power ConsAgg | Account #11452 | As of June 30, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES				
Max % (MV)	100.0	1.9	Compliant	
Max % Issuer (MV)	30.0	1.9	Compliant	
Max Maturity (Years)	5.0	4.6	Compliant	
Min Rating (A-1 by 1, A- by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; ABS & MBS)	20.0	3.8	Compliant	
Max % Issuer (MV)	5.0	0.2	Compliant	
Max Maturity (Years)	5.0	4.6	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE				
Max % (MV)	50.0	25.8	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (A-1 by 1, A- by 1)	0.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max % (MV)	100.0	36.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	

Rules Name	Limit	Actual	Compliance Status	Notes
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270.0	0.0	Compliant	
Min Rating (A-1 by 1, A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	5.0	Compliant	
Max % Issuer (MV)	5.0	0.2	Compliant	
Max Maturity (Years)	5.0	5.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (A-1 by 1, A- by 1)	0.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	0.1	Compliant	
Max % Issuer (MV)	30.0	0.1	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	1.1	Compliant	
Min Rating (A-1 by 1, A- by 1)	0.0	0.0	Compliant	
JOINT POWERS AUTHORITY (JPA) / LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	100.0	2.9	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max % (MV)	100.0	10.8	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.1	Compliant	
Max % Issuer (MV)	20.0	0.1	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV; ABS & MBS)	20.0	3.8	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES				
Max % (MV)	30.0	0.1	Compliant	
Max % Issuer (MV)	5.0	0.1	Compliant	
Max Maturity (Years)	5.0	3.3	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (A-1 or A- by 1)	0.0	0.0	Compliant	
SRI PROHIBITED INVESTMENTS				
Prohibited Investment - Fossil Fuels	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.1	Compliant	
Max % Issuer (MV)	10.0	0.1	Compliant	
Max Maturity (Years)	5.0	4.3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	8.8	Compliant	
Max Maturity (Years)	5.0	4.8	Compliant	
Min Rating (A-1 by 1, A- by 1)	0.0	0.0	Compliant	

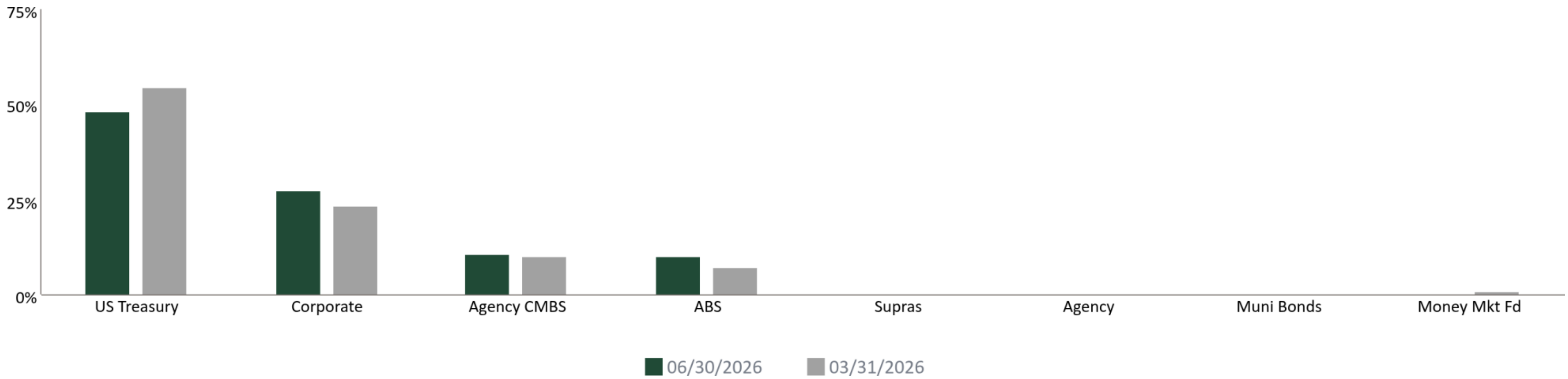
San Diego Community Power | Account #11293 | As of June 30, 2026

	Benchmark*	6/30/2026 Portfolio	3/31/2026 Portfolio
Average Maturity (yrs)	2.64	3.04	2.93
Average Modified Duration	2.46	2.55	2.51
Average Purchase Yield		4.13%	4.09%
Average Market Yield	4.16%	4.33%	4.02%
Average Quality**	AA+	AA	AA+
Total Market Value		125,351,435	124,884,349

*Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

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

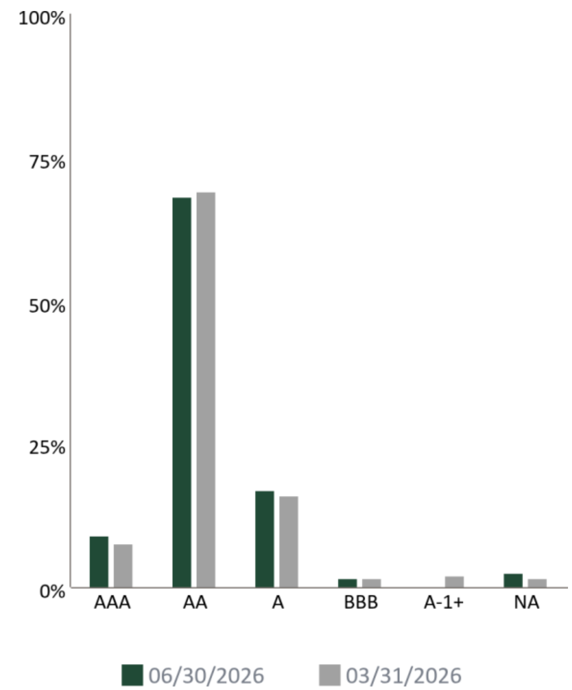


Sector as a Percentage of Market Value

Sector	06/30/2026	03/31/2026
US Treasury	48.69%	55.53%
Corporate	27.69%	23.61%
Agency CMBS	10.80%	10.46%
ABS	10.31%	7.52%
Supras	0.78%	0.79%
Agency	0.72%	0.73%
Muni Bonds	0.70%	0.71%
Money Mkt Fd	0.30%	1.44%
Cash	0.00%	-0.80%

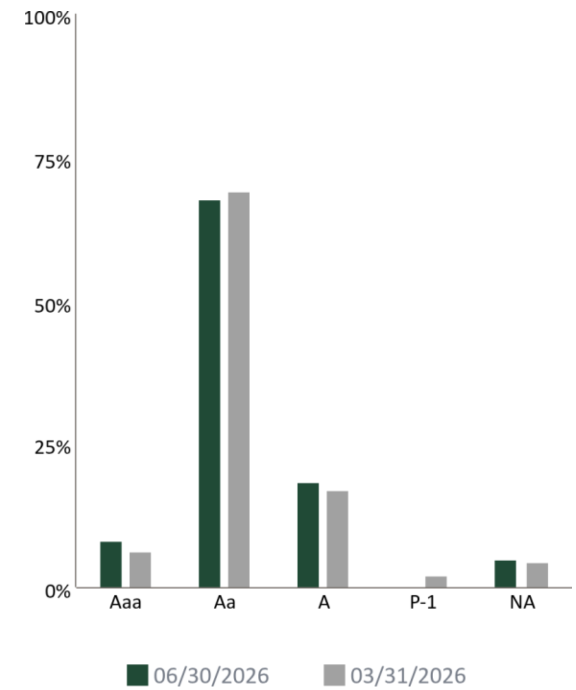
San Diego Community Power | Account #11293 | As of June 30, 2026

S&P Rating



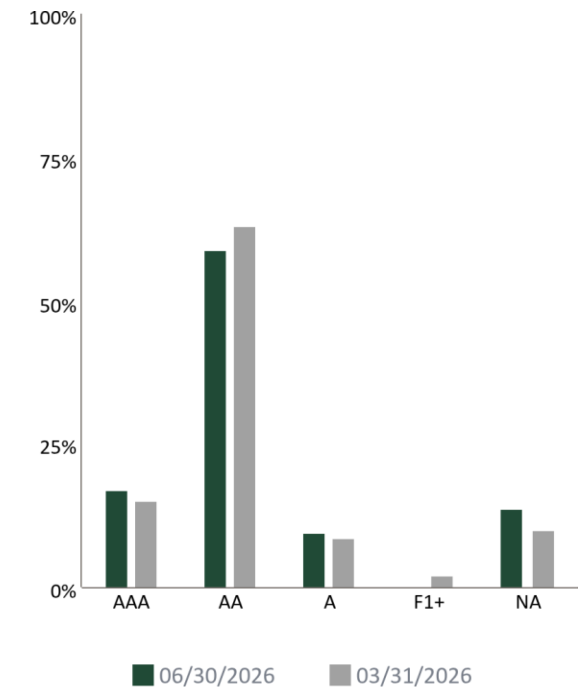
Rating	06/30/2026	03/31/2026
AAA	9.30%	8.11%
AA	68.22%	69.51%
A	17.41%	16.12%
BBB	2.05%	2.06%
A-1+	--	2.39%
NA	3.01%	1.81%

Moody's Rating



Rating	06/30/2026	03/31/2026
Aaa	8.47%	6.65%
Aa	67.70%	69.16%
A	18.75%	17.28%
P-1	--	2.39%
NA	5.08%	4.52%

Fitch Rating

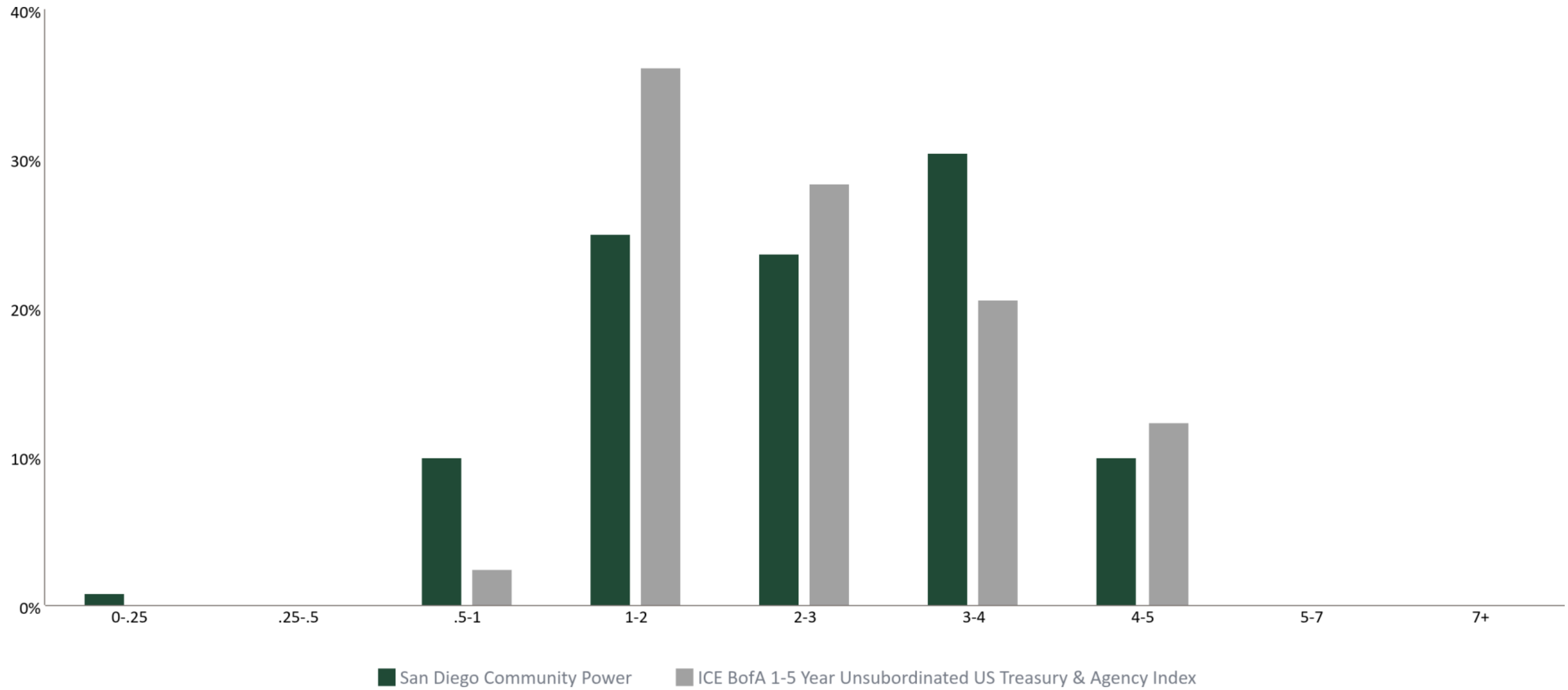


Rating	06/30/2026	03/31/2026
AAA	17.10%	15.32%
AA	58.91%	63.22%
A	9.83%	8.73%
F1+	--	2.39%
NA	14.16%	10.33%

DURATION DISTRIBUTION

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

Portfolio Compared to the Benchmark

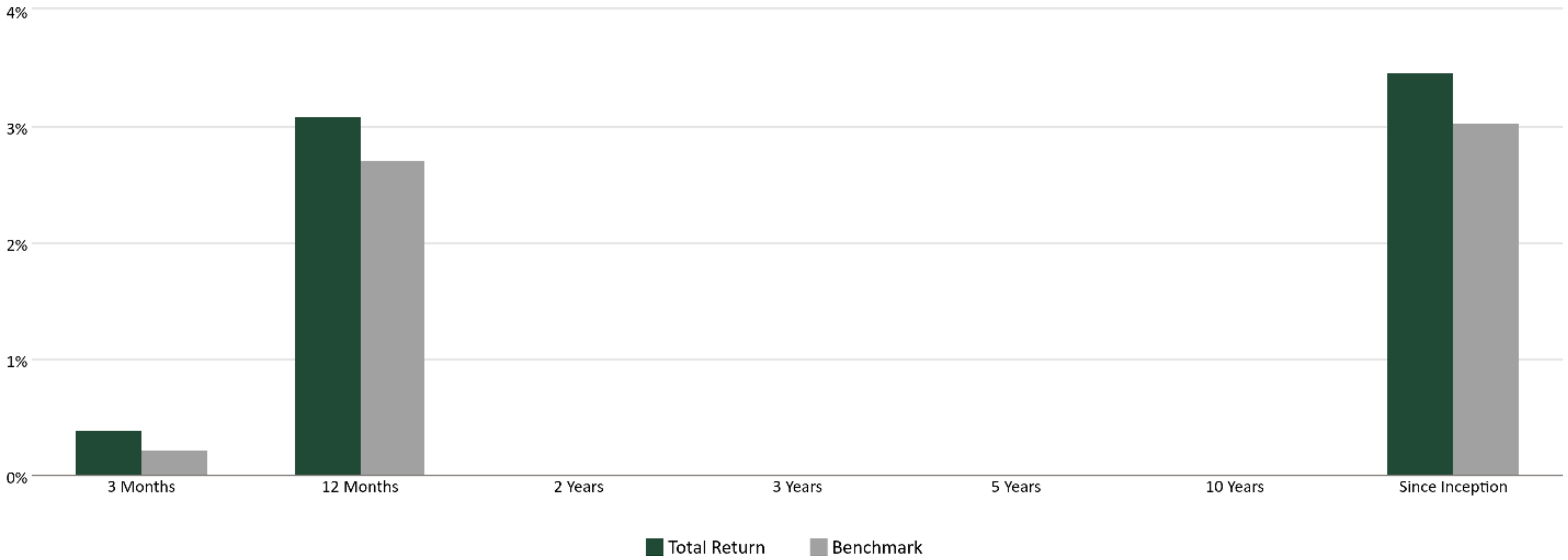


	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
Portfolio	0.9%	0.0%	10.0%	25.0%	23.7%	30.4%	10.0%	0.0%	0.0%
ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index	0.0%	0.0%	2.5%	36.2%	28.4%	20.6%	12.3%	0.0%	0.0%

CHANDLER ASSET MANAGEMENT

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

Total Rate of Return: Inception | 10/01/2024



TOTAL RATE OF RETURN*	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
San Diego Community Power	0.39%	3.10%					3.47%
Benchmark	*0.24%*	*2.71%*					*3.05%*

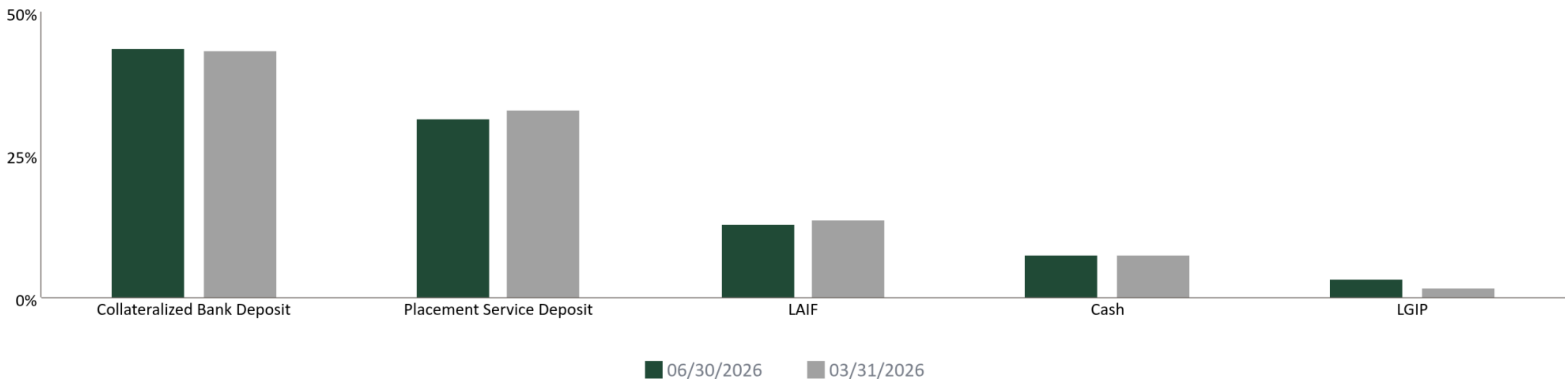
*Periods over 1 year are annualized.
Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index

PORTFOLIO CHARACTERISTICS

San Diego Community Power Reporting | Account #11451 | As of June 30, 2026

	6/30/2026 Portfolio	3/31/2026 Portfolio
Average Maturity (yrs)	0.00	0.00
Average Modified Duration	0.00	0.00
Average Purchase Yield	3.60%	3.65%
Average Market Yield	3.60%	3.73%
Average Quality**	AAA	AAA
Total Market Value	566,252,611	537,277,366

*Benchmark: NO BENCHMARK REQUIRED
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.



Sector as a Percentage of Market Value

Sector	06/30/2026	03/31/2026
Collateralized Bank Deposit	43.98%	43.32%
Placement Service Deposit	31.56%	32.94%
LAIF	13.24%	13.96%
Cash	7.66%	7.92%
LGIP	3.56%	1.86%

CHANDLER ASSET MANAGEMENT

PORTFOLIO HOLDINGS

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
36269WAD1	GMALT 2024-2 A3 5.39 07/20/2027	54,704.78	-- 4.65%	55,373.00 54,748.46	100.09 3.93%	54,751.77 90.10	0.01% 3.31	NA/AAA AAA	1.05 0.06
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	285,000.00	05/20/2025 4.84%	284,995.27 284,997.00	100.23 4.29%	285,647.24 398.84	0.04% 650.24	NA/AAA AAA	1.90 0.68
096912AD2	BMWLT 2025-1 A3 4.43 06/26/2028	630,000.00	11/14/2025 3.99%	633,912.89 632,543.98	100.13 4.31%	630,795.06 465.15	0.09% (1,748.92)	NA/AAA AAA	1.99 0.80
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	132,532.42	07/30/2024 4.82%	133,050.12 132,751.47	100.37 4.44%	133,026.37 292.16	0.02% 274.89	Aaa/NA AAA	2.38 0.65
437930AC4	HAROT 2024-2 A3 5.27 11/20/2028	93,096.25	07/19/2024 4.94%	93,885.39 93,451.53	100.54 4.37%	93,601.12 177.17	0.01% 149.59	NA/AAA AAA	2.39 0.56
89237NAD9	TAOT 2024-B A3 5.33 01/16/2029	99,728.48	07/19/2024 4.94%	100,756.94 100,207.42	100.64 4.35%	100,369.34 236.25	0.01% 161.91	Aaa/AAA NA	2.55 0.62
161571HV9	CHAIT 241 A 4.6 01/16/2029	225,000.00	-- 4.61%	225,167.97 224,849.61	100.22 4.22%	225,495.23 460.00	0.03% 645.62	NA/AAA AAA	2.55 0.52
92970QAA3	WFCIT 2024-1 A 4.94 02/15/2029	500,000.00	07/30/2025 4.31%	504,980.47 502,027.45	100.47 4.22%	502,327.50 1,097.78	0.07% 300.05	Aaa/AAA AAA	2.63 0.60
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	93,128.41	07/19/2024 4.86%	93,765.03 93,427.56	100.51 4.33%	93,599.83 80.40	0.01% 172.27	Aaa/AAA NA	2.66 0.56
36275AAD1	GMALT 2026-2 A3 4.3 03/20/2029	405,000.00	05/05/2026 4.40%	404,956.18 404,958.20	99.86 4.43%	404,415.18 435.38	0.06% (543.02)	NA/AAA AAA	2.72 1.57
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	120,365.38	08/09/2024 4.66%	120,346.47 120,354.14	100.20 4.31%	120,603.94 152.80	0.02% 249.80	Aaa/NA AAA	2.72 0.64
34531QAD1	FORDO 2024-B A3 5.1 04/15/2029	118,290.01	07/18/2024 4.79%	119,140.22 118,695.36	100.56 4.36%	118,949.36 268.12	0.02% 254.00	Aaa/AAA NA	2.79 0.70
587918AD5	MBART 2024-1 A3 4.8 04/16/2029	158,591.18	-- 4.58%	159,461.57 158,996.87	100.30 4.31%	159,060.61 338.33	0.02% 63.74	Aaa/AAA NA	2.79 0.55
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	310,000.00	05/14/2025 4.66%	309,962.21 309,972.97	100.31 4.42%	310,970.30 635.16	0.05% 997.33	NA/AAA AAA	2.79 1.34
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	193,000.00	07/30/2024 4.58%	194,771.68 193,553.43	100.65 4.21%	194,245.82 422.88	0.03% 692.38	Aaa/AAA NA	2.87 0.84
05594YAD8	BMWLT 2026-1 A3 4.15 05/25/2029	560,000.00	04/14/2026 4.85%	559,938.12 559,941.96	99.56 4.46%	557,522.00 387.33	0.08% (2,419.96)	Aaa/NA AAA	2.90 1.65

HOLDINGS REPORT

San Diego Community Power ConsAgg | Account #11452 | As of June 30, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
477911AD3	JDOT 2024-C A3 4.06 06/15/2029	483,047.42	01/22/2025 4.72%	476,594.21 478,702.37	99.80 4.30%	482,092.44 871.63	0.07% 3,390.07	Aaa/NA AAA	2.96 0.98
02589BAE0	AMXCA 2024-3 A 4.65 07/15/2027	400,000.00	-- 2.88%	400,535.16 400,222.20	100.45 4.24%	401,816.40 826.67	0.06% 1,594.20	NA/AAA AAA	1.04 0.99
34535VAD6	FORDO 2024-D A3 4.61 08/15/2029	210,000.00	11/19/2024 4.66%	209,993.26 209,995.55	100.30 4.32%	210,632.52 430.27	0.03% 636.97	Aaa/NA AAA	3.13 0.90
89240JAD3	TAOT 2025-A A3 4.64 08/15/2029	300,000.00	01/22/2025 4.69%	299,987.97 299,991.73	100.32 4.31%	300,969.30 618.67	0.04% 977.57	Aaa/NA AAA	3.13 0.86
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	245,000.00	03/04/2025 5.09%	244,984.59 244,989.04	99.88 4.35%	244,696.45 460.60	0.04% (292.60)	Aaa/NA AAA	3.22 1.47
44935CAD3	HART 2025-A A3 4.32 10/15/2029	310,000.00	03/04/2025 4.84%	309,954.27 309,967.24	100.05 4.31%	310,142.60 595.20	0.04% 175.36	NA/AAA AAA	3.29 0.95
437921AD1	HAROT 252 A3 4.15 10/15/2029	190,000.00	04/29/2025 4.15%	189,978.78 189,984.27	99.78 4.38%	189,581.81 350.44	0.03% (402.46)	Aaa/NA AAA	3.29 1.14
89231HAD8	TAOT 2025-B A3 4.34 11/15/2029	190,000.00	04/24/2025 4.82%	189,989.11 189,991.91	100.04 4.35%	190,068.40 366.49	0.03% 76.49	NA/AAA AAA	3.38 1.20
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	200,000.00	01/09/2025 5.03%	199,985.14 199,989.54	100.26 4.32%	200,515.20 385.00	0.03% 525.66	Aaa/NA AAA	3.47 0.73
58773DAD6	MBART 2025-1 A3 4.78 12/17/2029	290,000.00	01/14/2025 4.84%	289,938.32 289,956.39	100.44 4.32%	291,270.78 616.09	0.04% 1,314.39	Aaa/NA AAA	3.47 0.86
02582JKP4	AMXCA 2025-2 A 4.28 04/15/2030	505,000.00	05/06/2025 4.28%	504,990.86 504,992.96	99.90 4.38%	504,490.96 960.62	0.07% (502.00)	NA/AAA AAA	3.79 1.69
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	150,000.00	05/06/2025 4.71%	149,977.92 149,982.99	100.01 4.31%	150,018.75 267.50	0.02% 35.76	Aaa/AAA NA	3.79 0.92
92970QAJ4	WFCIT 2025-1 A 4.34 05/15/2030	750,000.00	09/03/2025 3.90%	759,023.44 756,272.39	100.03 4.36%	750,232.50 1,446.67	0.11% (6,039.89)	NA/AAA AAA	3.87 1.76
161571HZ0	CHAIT 2025-1 A 4.16 07/15/2030	1,500,000.00	-- 3.83%	1,513,632.81 1,510,066.39	99.61 4.40%	1,494,142.50 2,773.33	0.22% (15,923.89)	NA/AAA AAA	4.04 1.91
43814YAD3	HAROT 2026-2 A3 4.3 11/15/2030	920,000.00	05/05/2026 3.02%	919,973.41 919,974.20	99.74 4.46%	917,647.56 1,758.22	0.13% (2,326.64)	Aaa/AAA NA	4.38 2.14
89240QAD7	TAOT 2026-B A3 4.13 12/16/2030	455,000.00	04/14/2026 4.27%	454,904.04 454,908.05	99.42 4.46%	452,346.44 835.18	0.07% (2,561.61)	Aaa/AAA NA	4.46 1.97
44935KAD5	HART 26B A3 4.81 02/18/2031	700,000.00	06/09/2026 4.86%	699,915.51 699,916.20	100.24 4.44%	701,682.80 1,309.39	0.10% 1,766.60	NA/AAA AAA	4.64 2.20

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
92348KFC2	VZMT 2026-1 A1A 3.94 02/20/2031	1,050,000.00	06/29/2026 4.38%	1,043,437.50 1,043,441.37	99.26 4.51%	1,042,210.05 1,264.08	0.15% (1,231.32)	Aaa/NA AAA	4.64 1.55
Total ABS		**12,826,484.33**	**4.29%**	**12,852,259.83** **12,838,822.18**	**99.95** **4.37%**	**12,819,938.09** **22,073.89**	**1.86%** **(18,884.09)**		**3.42** **1.39**
AGENCY									
3133ERKR1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 07/10/2026	200,000.00	07/23/2024 4.51%	200,424.00 200,005.33	100.02 3.82%	200,036.00 4,393.75	0.03% 30.67	Aa1/AA+ AA+	0.03 0.03
3130B2PJ8	FEDERAL HOME LOAN BANKS 3.625 09/04/2026	500,000.00	09/12/2024 3.70%	499,335.00 499,940.05	99.94 3.94%	499,683.50 5,890.63	0.07% (256.55)	Aa1/AA+ AA+	0.18 0.17
3133ERMB4	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 07/23/2027	200,000.00	07/18/2024 4.26%	199,938.00 199,978.09	100.14 4.11%	200,274.80 3,730.56	0.03% 296.71	Aa1/AA+ AA+	1.06 1.01
Total Agency		**900,000.00**	**4.00%**	**899,697.00** **899,923.47**	**100.00** **3.95%**	**899,994.30** **14,014.93**	**0.13%** **70.83**		**0.34** **0.33**
AGENCY CMBS									
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	200,000.00	07/18/2024 4.54%	195,093.75 197,456.76	98.79 4.41%	197,574.40 650.00	0.03% 117.64	Aa1/AA+ AAA	2.15 1.99
3137FJKE8	FHMS K-082 A2 3.92 09/25/2028	413,000.00	08/29/2024 4.07%	410,096.09 411,420.58	98.81 4.41%	408,091.91 1,349.13	0.06% (3,328.67)	Aa1/AA+ AAA	2.24 2.02
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	400,000.00	-- 4.29%	391,750.00 395,542.31	98.46 4.43%	393,821.20 1,260.00	0.06% (1,721.11)	Aaa/AA+ AA+	2.32 2.12
3137FK4M5	FHMS K-085 A2 4.06 10/25/2028	700,000.00	07/30/2025 4.17%	696,472.66 697,493.09	99.03 4.42%	693,210.70 2,368.33	0.10% (4,282.39)	Aaa/AA+ AA+	2.32 2.13
3137FKSH0	FHMS K-086 A2 3.859 11/25/2028	400,000.00	-- 4.29%	392,882.81 396,091.73	98.57 4.43%	394,289.60 1,286.33	0.06% (1,802.13)	Aaa/AA+ AA+	2.41 2.20
3137FKUP9	FHMS K-087 A2 3.771 12/25/2028	578,819.74	12/11/2024 4.39%	565,411.92 570,622.98	98.38 4.42%	569,430.71 1,818.94	0.08% (1,192.28)	Aa1/AAA AA+	2.49 2.22
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	303,000.00	-- 4.34%	294,821.25 298,376.31	98.12 4.43%	297,307.84 931.73	0.04% (1,068.47)	Aaa/AA+ AA+	2.57 2.33
3137H5YC5	FHMS K-748 A2 2.26 01/25/2029	500,000.00	08/26/2024 4.07%	464,140.62 479,311.90	94.87 4.43%	474,334.50 941.67	0.07% (4,977.40)	Aa1/AA+ AAA	2.57 2.36

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137FLMV3	FHMS K-090 A2 3.422 02/25/2029	200,000.00	07/29/2024 4.46%	191,414.06 195,068.43	97.42 4.43%	194,835.80 570.33	0.03% (232.63)	Aa1/AAA AA+	2.66 2.43
3137FLN91	FHMS K-091 A2 3.505 03/25/2029	486,000.00	01/14/2025 4.85%	461,889.84 470,386.11	97.59 4.43%	474,301.98 1,419.53	0.07% 3,915.87	Aa1/AAA AA+	2.73 2.45
3137FLYV0	FHMS K-092 A2 3.298 04/25/2029	500,000.00	08/07/2024 4.20%	480,722.66 488,556.57	96.97 4.43%	484,854.50 1,374.17	0.07% (3,702.07)	Aa1/AA+ AAA	2.82 2.57
3137FMCR1	FHMS K-093 A2 2.982 05/25/2029	538,399.66	12/19/2024 4.70%	503,046.15 515,372.05	96.24 4.43%	518,149.91 1,337.92	0.08% 2,777.86	Aa1/AA+ AAA	2.90 2.54
3137FNAE0	FHMS K-095 A2 2.785 06/25/2029	200,000.00	07/17/2024 4.47%	185,398.44 191,250.55	95.51 4.43%	191,014.20 464.17	0.03% (236.35)	Aa1/AA+ AAA	2.99 2.70
3137FNX54	FHMS K-097 A2 2.508 07/25/2029	425,000.00	12/19/2024 4.70%	386,982.42 399,747.11	94.50 4.43%	401,635.20 888.25	0.06% 1,888.09	Aaa/AA+ AA+	3.07 2.86
3137H9D71	FHMS K-750 A2 3.0 09/25/2029	600,000.00	11/05/2024 4.55%	562,218.75 575,113.37	96.12 4.43%	576,708.60 1,500.00	0.08% 1,595.23	Aa1/AA+ AAA	3.24 2.66
3137FQ3Z4	FHMS K-101 A2 2.524 10/25/2029	495,000.00	12/20/2024 4.69%	449,560.55 463,975.82	94.18 4.44%	466,194.96 1,041.15	0.07% 2,219.14	Aa1/AA+ AA+	3.32 3.05
3137FQKC6	FHMS K-102 A2 2.537 10/25/2029	750,000.00	09/03/2025 3.94%	710,537.11 718,408.41	94.27 4.43%	707,048.25 1,585.63	0.10% (11,360.16)	Aa1/AA+ AAA	3.32 3.02
3137FQKN2	FHMS K-103 A2 2.651 11/25/2029	453,000.00	12/20/2024 4.69%	413,344.81 425,704.87	94.45 4.44%	427,854.42 1,000.75	0.06% 2,149.55	Aa1/AA+ AAA	3.41 3.11
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	750,000.00	06/17/2025 4.27%	682,089.84 697,413.79	92.25 4.44%	691,858.50 1,293.13	0.10% (5,555.29)	Aa1/AA+ AAA	3.57 3.33
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	600,000.00	03/24/2025 4.40%	599,578.13 599,686.18	99.75 4.44%	598,527.60 2,206.00	0.09% (1,158.58)	Aaa/AA+ AA+	3.73 3.08
3137FWG79	FHMS K-115 A2 1.383 06/25/2030	344,000.00	06/23/2025 4.23%	300,547.97 309,474.82	88.98 4.45%	306,094.64 396.46	0.04% (3,380.18)	Aa1/AA+ AAA	3.99 3.75
3137FVNG3	FHMS K-114 A2 1.366 06/25/2030	750,000.00	01/28/2026 4.02%	670,546.88 678,175.99	88.98 4.42%	667,326.75 853.75	0.10% (10,849.24)	Aa1/AA+ AAA	3.99 3.76
3137F62M8	FHMS K-118 A2 1.493 09/25/2030	1,300,000.00	-- 4.20%	1,158,136.72 1,167,429.62	88.83 4.46%	1,154,754.90 1,617.42	0.17% (12,674.72)	Aa1/AA+ AAA	4.24 3.94
3137F72P9	FHMS K-120 A2 1.5 10/25/2030	600,000.00	12/15/2025 3.98%	535,054.69 542,299.73	88.53 4.46%	531,174.00 750.00	0.08% (11,125.73)	Aa1/AA+ AAA	4.32 4.05
3137F8ZV8	FHMS K-123 A2 1.621 12/25/2030	750,000.00	01/29/2026 4.05%	670,839.85 677,653.18	88.77 4.46%	665,754.75 1,013.13	0.10% (11,898.43)	Aa1/AA+ AAA	4.49 4.13

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137F9Z79	FHMS K-125 A2 1.846 01/25/2031	300,000.00	01/23/2026 4.12%	269,707.03 272,300.20	89.37 4.46%	268,110.30 461.50	0.04% (4,189.90)	Aa1/AA+ AAA	4.57 4.22
3137FXZ35	FHMS K-127 A2 2.108 01/25/2031	750,000.00	01/29/2026 4.06%	684,550.78 690,086.83	90.37 4.46%	677,796.00 1,317.50	0.10% (12,290.83)	Aa1/AA+ AAA	4.57 4.22
Total Agency CMBS		**14,286,219.40**	**4.29%**	**13,326,835.79** **13,524,419.29**	**94.19** **4.44%**	**13,432,056.12** **31,696.90**	**1.95%** **(92,363.17)**		**3.35** **3.05**
CASH									
90RCBB$02	RCB Operating x7892	30,886,286.80	-- 0.00%	30,886,286.80 30,886,286.80	1.00 0.00%	30,886,286.80 0.00	4.47% 0.00	NA/NA NA	0.00 0.00
90JPMC$10	Chase Checking x9617	2,286,556.65	-- 1.40%	2,286,556.65 2,286,556.65	1.00 1.40%	2,286,556.65 0.00	0.33% 0.00	NA/NA NA	0.00 0.00
90RCBB$01	RCB Lock Box x0584	9,474,509.67	-- 0.00%	9,474,509.67 9,474,509.67	1.00 0.00%	9,474,509.67 0.00	1.37% 0.00	NA/NA NA	0.00 0.00
CCYUSD	Receivable	1,202.05	--	1,202.05 1,202.05	1.00	1,202.05 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
CCYUSD	Receivable	742,719.56	--	742,719.56 742,719.56	1.00	742,719.56 0.00	0.11% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**43,391,274.73**	**0.08%**	**43,391,274.73** **43,391,274.73**	**1.00** **0.08%**	**43,391,274.73** **0.00**	**6.28%** **0.00**		**0.00** **0.00**
COLLATERALIZED BANK DEPOSIT									
90RCBB$03	RCB MMKT	249,024,517.75	-- 3.88%	249,024,517.75 249,024,517.75	1.00 3.82%	249,024,517.75 0.00	36.06% 0.00	NA/NA NA	0.00 0.00
Total Collateralized Bank Deposit		**249,024,517.75**	**3.88%**	**249,024,517.75** **249,024,517.75**	**1.00** **3.82%**	**249,024,517.75** **0.00**	**36.06%** **0.00**		**0.00** **0.00**
CORPORATE									
69371RT30	PACCAR FINANCIAL CORP 4.45 08/06/2027	255,000.00	08/01/2024 4.50%	254,660.85 254,875.80	100.36 4.11%	255,914.18 4,570.52	0.04% 1,038.38	A1/A+ NA	1.10 1.04
89236TKQ7	TOYOTA MOTOR CREDIT CORP 4.625 01/12/2028	150,000.00	07/18/2024 4.65%	149,856.00 149,936.60	100.48 4.30%	150,720.75 3,256.77	0.02% 784.15	A1/A+ A+	1.54 1.43

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
95000U3R2	WELLS FARGO & CO 4.9 01/24/2028	500,000.00	01/16/2025 4.90%	500,000.00 500,000.00	100.23 4.45%	501,132.50 10,684.72	0.07% 1,132.50	A1/BBB+ A+	1.57 0.54
74460WAD9	PUBLIC STORAGE OPERATING CO 1.85 05/01/2028	300,000.00	-- 4.61%	271,762.50 286,183.60	95.48 4.45%	286,426.50 925.00	0.04% 242.90	A2/A NA	1.84 1.77
64952WFD0	NEW YORK LIFE GLOBAL FUNDING 4.9 06/13/2028	750,000.00	07/30/2025 4.24%	763,215.00 758,990.74	100.68 4.53%	755,068.50 1,837.50	0.11% (3,922.24)	Aa1/AA+ AAA	1.96 1.84
87612EBU9	TARGET CORP 4.35 06/15/2028	230,000.00	06/05/2025 4.35%	229,997.70 229,998.51	100.04 4.33%	230,092.00 444.67	0.03% 93.49	A2/A NA	1.96 1.85
06406RBX4	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028	500,000.00	-- 4.67%	502,804.00 501,052.91	100.47 4.46%	502,336.50 10,866.67	0.07% 1,283.59	Aa3/A AA-	2.06 1.00
46647PEL6	JPMORGAN CHASE & CO 4.979 07/22/2028	300,000.00	-- 4.80%	301,428.00 300,510.26	100.44 4.56%	301,315.50 6,597.18	0.04% 805.24	A1/A AA-	2.06 1.00
06051GKW8	BANK OF AMERICA CORP 4.948 07/22/2028	300,000.00	-- 4.88%	300,574.50 300,206.22	100.41 5.09%	301,237.20 6,556.10	0.04% 1,030.98	A1/A- AA-	2.06 1.00
61744YAK4	MORGAN STANLEY 3.591 07/22/2028	300,000.00	-- 4.66%	288,472.50 294,038.76	98.91 4.16%	296,716.80 4,758.08	0.04% 2,678.04	A1/A- A+	2.06 1.01
40139LBM4	GUARDIAN LIFE GLOBAL FUNDING 4.066 09/05/2028	750,000.00	09/03/2025 3.98%	751,785.00 751,298.03	98.96 4.57%	742,202.25 9,826.17	0.11% (9,095.78)	Aa1/AA+ NA	2.18 2.03
61690DK72	MORGAN STANLEY BANK NA 5.016 01/12/2029	300,000.00	01/16/2025 4.99%	300,258.00 300,133.04	100.61 4.58%	301,843.80 7,064.20	0.04% 1,710.76	Aa3/A+ AA	2.54 1.43
58989V2M5	MET TOWER GLOBAL FUNDING 4.0 01/14/2029	660,000.00	01/07/2026 4.05%	659,148.60 659,279.11	98.60 4.59%	650,783.10 12,246.67	0.09% (8,496.01)	Aa3/AA- AA-	2.54 2.34
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	300,000.00	-- 4.42%	297,930.00 298,828.34	99.50 4.46%	298,491.30 5,879.17	0.04% (337.04)	A2/A+ A	2.54 2.33
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	150,000.00	07/18/2024 4.64%	149,755.50 149,860.56	100.64 4.33%	150,957.90 2,894.17	0.02% 1,097.34	A1/A+ NA	2.59 2.37
74340XBL4	PROLOGIS LP 4.375 02/01/2029	300,000.00	-- 4.55%	297,844.50 298,767.51	99.74 4.48%	299,234.40 5,468.75	0.04% 466.89	A2/A NA	2.59 2.37
61747YFD2	MORGAN STANLEY 5.164 04/20/2029	300,000.00	11/07/2024 4.78%	303,570.00 301,868.65	100.79 4.88%	302,364.60 3,055.37	0.04% 495.95	A1/A- A+	2.80 1.69
025816ED7	AMERICAN EXPRESS CO 4.731 04/25/2029	750,000.00	-- 4.64%	751,898.75 751,185.42	100.26 4.69%	751,932.00 6,505.13	0.11% 746.58	A2/A- A	2.82 1.71
44891AEN3	HYUNDAI CAPITAL AMERICA 4.75 06/18/2029	1,000,000.00	06/22/2026 4.90%	995,740.00 995,771.24	99.66 4.87%	996,581.00 1,715.28	0.14% 809.76	A3/A- A-	2.97 2.73

San Diego Community Power ConsAgg | Account #11452 | As of June 30, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
437076DC3	HOME DEPOT INC 4.75 06/25/2029	750,000.00	-- 4.41%	759,603.00 756,638.97	100.99 4.39%	757,422.75 593.75	0.11% 783.78	A2/A A	2.99 2.68
713448FX1	PEPSICO INC 4.5 07/17/2029	300,000.00	-- 4.24%	303,396.00 302,077.28	100.31 4.39%	300,928.20 6,150.00	0.04% (1,149.08)	A1/A+ NA	3.05 2.69
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	600,000.00	-- 4.73%	591,312.00 594,790.51	99.21 4.88%	595,267.80 11,246.97	0.09% 477.29	A1/A- AA-	3.06 1.91
46647PAV8	JPMORGAN CHASE & CO 4.203 07/23/2029	300,000.00	11/07/2024 4.77%	294,291.00 296,822.71	99.14 4.84%	297,431.70 5,533.95	0.04% 608.99	A1/A AA-	3.06 1.92
89236TMK8	TOYOTA MOTOR CREDIT CORP 4.55 08/09/2029	250,000.00	08/07/2024 4.57%	249,790.00 249,869.47	99.96 4.56%	249,903.25 4,486.81	0.04% 33.78	A1/A+ A+	3.11 2.82
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	300,000.00	-- 4.19%	300,181.75 300,110.00	99.48 4.38%	298,430.70 4,795.00	0.04% (1,679.30)	Aa3/AA- NA	3.12 2.85
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	400,000.00	-- 4.53%	401,978.29 401,252.90	100.49 4.48%	401,969.60 7,026.67	0.06% 716.70	A2/A A	3.13 2.76
30303M8S4	META PLATFORMS INC 4.3 08/15/2029	300,000.00	-- 4.28%	300,268.23 300,163.96	99.78 4.38%	299,334.00 4,873.33	0.04% (829.96)	Aa3/AA- NA	3.13 2.85
02665WFQ9	AMERICAN HONDA FINANCE CORP 4.4 09/05/2029	250,000.00	10/02/2024 4.29%	251,157.50 250,748.06	98.95 4.76%	247,371.25 3,544.44	0.04% (3,376.81)	A3/BBB+ A-	3.18 2.89
38141GD27	GOLDMAN SACHS GROUP INC 4.153 10/21/2029	970,000.00	-- 4.25%	970,195.00 970,150.40	98.59 4.72%	956,323.00 7,833.02	0.14% (13,827.40)	A2/BBB+ A	3.31 2.15
14913UAU4	CATERPILLAR FINANCIAL SERVICES CORP 4.7 11/15/2029	300,000.00	11/14/2024 4.74%	299,523.00 299,677.91	100.77 4.45%	302,316.60 1,801.67	0.04% 2,638.69	A1/A A+	3.38 3.07
00287YBX6	ABBVIE INC 3.2 11/21/2029	750,000.00	10/23/2025 3.99%	727,957.50 731,658.39	95.75 4.57%	718,155.75 2,666.67	0.10% (13,502.64)	A2/A- NA	3.39 3.15
89236TNA9	TOYOTA MOTOR CREDIT CORP 4.95 01/09/2030	430,000.00	01/06/2025 5.00%	429,079.80 429,350.92	101.15 4.59%	434,935.54 10,169.50	0.06% 5,584.62	A1/A+ A+	3.53 3.13
46647PEB8	JPMORGAN CHASE & CO 5.012 01/23/2030	250,000.00	01/21/2025 5.02%	249,937.50 249,959.92	100.68 4.79%	251,693.50 5,499.28	0.04% 1,733.58	A1/A AA-	3.57 2.33
95000U3J0	WELLS FARGO & CO 5.198 01/23/2030	400,000.00	01/22/2025 5.13%	400,988.00 400,633.65	101.12 4.84%	404,496.00 9,125.38	0.06% 3,862.35	A1/BBB+ A+	3.57 2.32
02665WFY2	AMERICAN HONDA FINANCE CORP 4.8 03/05/2030	425,000.00	03/03/2025 4.82%	424,626.00 424,724.93	99.81 4.86%	424,182.73 6,573.33	0.06% (542.20)	A3/BBB+ A-	3.68 3.28
571748CA8	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030	750,000.00	-- 4.66%	749,787.00 749,853.68	99.90 4.68%	749,241.75 10,268.75	0.11% (611.93)	A3/A- A-	3.71 3.32

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
59217GEG0	METROPOLITAN LIFE GLOBAL FUNDING I 2.95 04/09/2030	750,000.00	09/03/2025 4.27%	709,170.00 716,469.76	93.95 4.72%	704,643.00 5,039.58	0.10% (11,826.76)	Aa3/AA- AA-	3.77 3.48
57629TBX4	MASSMUTUAL GLOBAL FUNDING II 4.55 05/07/2030	750,000.00	07/30/2025 4.51%	751,192.50 750,963.04	99.26 4.76%	744,474.75 5,118.75	0.11% (6,488.29)	Aa3/AA+ AA+	3.85 3.47
69371RT71	PACCAR FINANCIAL CORP 4.55 05/08/2030	680,000.00	05/05/2025 4.59%	678,946.00 679,187.85	100.63 4.37%	684,312.56 4,555.06	0.10% 5,124.71	A1/A+ NA	3.85 3.48
747525BU6	QUALCOMM INC 4.5 05/20/2030	750,000.00	06/17/2025 4.45%	751,582.50 751,243.97	99.96 4.51%	749,727.00 3,843.75	0.11% (1,516.97)	A2/A NA	3.89 3.51
74153WCW7	PRICOA GLOBAL FUNDING I 4.7 05/28/2030	750,000.00	07/30/2025 4.55%	754,680.00 753,790.22	99.86 4.74%	748,944.00 3,231.25	0.11% (4,846.22)	Aa3/AA- AA-	3.91 3.52
74464AAC5	PUBLIC STORAGE OPERATING CO 4.375 07/01/2030	500,000.00	07/01/2025 4.44%	498,665.00 498,931.27	99.35 4.56%	496,740.50 10,937.50	0.07% (2,190.77)	A2/A NA	4.00 3.63
828807DK0	SIMON PROPERTY GROUP LP 2.65 07/15/2030	750,000.00	07/30/2025 4.46%	690,165.00 701,239.43	92.73 4.64%	695,494.50 9,164.58	0.10% (5,744.93)	A3/A NA	4.04 3.71
713448GH5	PEPSICO INC 4.3 07/23/2030	500,000.00	07/30/2025 4.36%	498,710.00 498,947.71	99.87 4.34%	499,328.00 9,436.11	0.07% 380.29	A1/A+ NA	4.06 3.62
437076DJ8	HOME DEPOT INC 3.95 09/15/2030	685,000.00	09/08/2025 4.03%	682,540.85 682,930.06	98.00 4.48%	671,265.75 7,966.93	0.10% (11,664.31)	A2/A A	4.21 3.78
40139LBN2	GUARDIAN LIFE GLOBAL FUNDING 4.327 10/06/2030	750,000.00	09/30/2025 4.33%	750,000.00 750,000.00	98.37 4.75%	737,744.25 7,662.40	0.11% (12,255.75)	Aa1/AA+ NA	4.27 3.81
24422EYF0	JOHN DEERE CAPITAL CORP 4.375 10/15/2030	1,000,000.00	11/04/2025 4.22%	1,006,920.00 1,006,007.56	99.40 4.53%	993,959.00 9,236.11	0.14% (12,048.56)	A1/A A+	4.29 3.83
141781CF9	CARGILL INC 4.125 10/23/2030	750,000.00	-- 4.14%	749,433.50 749,511.28	97.93 4.66%	734,490.00 5,843.75	0.11% (15,021.28)	A2/A NA	4.31 3.87
717081FD0	PFIZER INC 4.2 11/15/2030	700,000.00	12/08/2025 4.18%	700,518.00 700,458.33	98.71 4.53%	690,991.00 3,756.67	0.10% (9,467.33)	A2/A NA	4.38 3.93
30303MAB8	META PLATFORMS INC 4.2 11/15/2030	800,000.00	04/23/2026 4.36%	794,800.00 795,012.24	98.43 4.60%	787,450.40 4,293.33	0.11% (7,561.84)	Aa3/AA- NA	4.38 3.93
023135CT1	AMAZON.COM INC 4.1 11/20/2030	1,000,000.00	04/28/2026 4.38%	988,560.00 988,992.61	98.28 4.54%	982,801.00 4,669.44	0.14% (6,191.61)	A1/AA AA-	4.39 3.95
14913UBH2	CATERPILLAR FINANCIAL SERVICES CORP 4.15 01/08/2031	1,010,000.00	01/05/2026 4.16%	1,009,636.40 1,009,671.05	98.40 4.55%	993,835.96 20,142.49	0.14% (15,835.09)	A1/A A+	4.53 3.99
89236TPH2	TOYOTA MOTOR CREDIT CORP 4.2 01/10/2031	545,000.00	01/07/2026 4.21%	544,831.05 544,846.80	98.20 4.64%	535,201.99 10,745.58	0.08% (9,644.81)	A1/A+ A+	4.53 3.99

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
66815L2Z1	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.3 01/13/2031	685,000.00	01/06/2026 4.30%	684,938.35 684,944.06	98.44 4.69%	674,288.66 13,745.67	0.10% (10,655.40)	Aa1/AA+ AAA	4.54 3.99
92826CAZ5	VISA INC 4.1 02/12/2031	745,000.00	02/03/2026 4.13%	744,001.70 744,077.69	98.91 4.36%	736,884.72 11,793.76	0.11% (7,192.98)	Aa3/AA- NA	4.62 4.09
756109CD4	REALTY INCOME CORP 3.2 02/15/2031	800,000.00	05/28/2026 4.71%	749,296.00 750,267.12	93.51 4.78%	748,116.00 9,671.11	0.11% (2,151.12)	A3/A- NA	4.63 4.17
743315BC6	PROGRESSIVE CORP 4.6 03/26/2031	750,000.00	03/26/2026 4.67%	747,682.50 747,804.41	99.67 4.68%	747,489.75 9,104.17	0.11% (314.66)	A2/A A	4.74 4.16
532457DL9	ELI LILLY AND CO 4.375 05/20/2031	825,000.00	-- 4.39%	824,349.25 824,364.22	99.23 4.55%	818,649.98 4,110.68	0.12% (5,714.24)	Aa3/AA- NA	4.89 4.33
57636QBL7	MASTERCARD INC 4.6 06/08/2031	1,060,000.00	06/04/2026 4.62%	1,059,152.00 1,059,162.68	99.85 4.63%	1,058,370.78 3,115.22	0.15% (791.90)	Aa3/A+ NA	4.94 4.36
67066GAR5	NVIDIA CORP 4.5 06/15/2031	640,000.00	06/15/2026 4.54%	638,784.00 638,792.67	99.65 4.58%	637,734.40 1,040.00	0.09% (1,058.27)	Aa1/AA NA	4.96 4.39
74340XCU3	PROLOGIS LP 4.25 06/15/2031	800,000.00	06/16/2026 4.61%	787,272.00 787,369.69	98.16 4.67%	785,248.80 6,422.22	0.11% (2,120.89)	A2/A NA	4.96 4.38
Total Corporate		**34,795,000.00**	**4.46%**	**34,570,599.57 34,606,254.64**	**98.96 4.60%**	**34,422,941.63 391,986.71**	**4.98% (183,313.01)**		**3.65 3.14**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	74,999,413.84	-- 3.82%	74,999,413.84 74,999,413.84	1.00 3.82%	74,999,413.84 0.00	10.86% 0.00	NA/NA NA	0.00 0.00
Total LAIF		**74,999,413.84**	**3.82%**	**74,999,413.84 74,999,413.84**	**1.00 3.82%**	**74,999,413.84 0.00**	**10.86% 0.00**		**0.00 0.00**
LOCAL GOV INVESTMENT POOL									
90CAMP$00	CAMP	10,036,151.81	-- 3.77%	10,036,151.81 10,036,151.81	1.00 3.77%	10,036,151.81 0.00	1.45% 0.00	NA/AAAm NA	0.00 0.00
90CALFT$0	CalFIT	10,100,514.96	-- 3.78%	10,100,514.96 10,100,514.96	1.00 3.78%	10,100,514.96 0.00	1.46% 0.00	NA/AAAm NA	0.00 0.00
Total Local Gov Investment Pool		**20,136,666.77**	**3.78%**	**20,136,666.77 20,136,666.77**	**1.00 3.78%**	**20,136,666.77 0.00**	**2.92% 0.00**		**0.00 0.00**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	373,950.38	-- 3.27%	373,950.38 373,950.38	1.00 3.27%	373,950.38 0.00	0.05% 0.00	Aaa/AAAm AAA	0.00 0.00
Total Money Market Fund		**373,950.38**	**3.27%**	**373,950.38 373,950.38**	**1.00 3.27%**	**373,950.38 0.00**	**0.05% 0.00**		**0.00 0.00**
MUNICIPAL BONDS									
13063EGT7	CALIFORNIA STATE 4.5 08/01/2029	400,000.00	11/05/2024 4.38%	402,056.00 401,341.70	100.46 4.34%	401,836.80 7,500.00	0.06% 495.10	Aa2/AA- AA	3.09 2.80
13063DRE0	CALIFORNIA STATE 2.5 10/01/2029	500,000.00	03/24/2025 4.33%	462,780.00 473,217.83	94.47 4.34%	472,332.00 3,125.00	0.07% (885.83)	Aa2/AA- AA	3.25 3.05
Total Municipal Bonds		**900,000.00**	**4.35%**	**864,836.00 874,559.53**	**97.22 4.34%**	**874,168.80 10,625.00**	**0.13% (390.73)**		**3.18 2.94**
PLACEMENT SERVICE DEPOSIT									
90RCBB$04	RCB ICS	178,701,940.28	-- 3.94%	178,701,940.28 178,701,940.28	1.00 4.02%	178,701,940.28 0.00	25.88% 0.00	NA/NA NA	0.00 0.00
Total Placement Service Deposit		**178,701,940.28**	**3.94%**	**178,701,940.28 178,701,940.28**	**1.00 4.02%**	**178,701,940.28 0.00**	**25.88% 0.00**		**0.00 0.00**
SUPRANATIONAL									
459058LY7	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 10/28/2030	1,000,000.00	10/28/2025 3.68%	991,720.00 992,831.56	97.20 4.21%	972,016.00 6,125.00	0.14% (20,815.56)	Aaa/AAA NA	4.33 3.94
Total Supranational		**1,000,000.00**	**3.68%**	**991,720.00 992,831.56**	**97.20 4.21%**	**972,016.00 6,125.00**	**0.14% (20,815.56)**		**4.33 3.94**
US TREASURY									

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CMP3	UNITED STATES TREASURY 4.125 02/28/2027	1,500,000.00	08/14/2025 3.81%	1,507,031.25 1,503,027.69	100.07 4.01%	1,501,009.50 20,681.05	0.22% (2,018.19)	Aa1/AA+ AA+	0.67 0.64
91282CKE0	UNITED STATES TREASURY 4.25 03/15/2027	1,200,000.00	-- 3.85%	1,209,515.63 1,203,224.55	100.17 4.00%	1,201,984.80 14,967.39	0.17% (1,239.75)	Aa1/AA+ AA+	0.71 0.68
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	500,000.00	09/11/2024 3.52%	490,390.63 496,967.04	98.93 4.07%	494,656.50 2,316.58	0.07% (2,310.54)	Aa1/AA+ AA+	0.83 0.81
91282CET4	UNITED STATES TREASURY 2.625 05/31/2027	1,000,000.00	-- 3.74%	976,054.69 990,283.94	98.68 4.11%	986,773.00 2,223.36	0.14% (3,510.94)	Aa1/AA+ AA+	0.92 0.89
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	1,200,000.00	03/27/2025 3.99%	1,180,828.13 1,191,530.87	99.16 4.12%	1,189,930.80 105.98	0.17% (1,600.07)	Aa1/AA+ AA+	1.00 0.97
91282CKZ3	UNITED STATES TREASURY 4.375 07/15/2027	500,000.00	-- 3.94%	505,843.75 502,093.87	100.25 4.13%	501,249.50 10,091.51	0.07% (844.37)	Aa1/AA+ AA+	1.04 0.99
91282CNP2	UNITED STATES TREASURY 3.875 07/31/2027	1,000,000.00	07/30/2025 3.92%	999,101.56 999,513.86	99.71 4.14%	997,148.00 16,163.67	0.14% (2,365.86)	Aa1/AA+ AA+	1.08 1.03
91282CLG4	UNITED STATES TREASURY 3.75 08/15/2027	2,000,000.00	06/23/2025 3.81%	1,997,343.75 1,998,607.34	99.57 4.14%	1,991,406.00 28,176.80	0.29% (7,201.34)	Aa1/AA+ AA+	1.13 1.07
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	1,200,000.00	03/27/2025 4.00%	1,203,656.25 1,201,820.14	99.97 4.14%	1,199,672.40 12,442.62	0.17% (2,147.74)	Aa1/AA+ AA+	1.25 1.19
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	1,000,000.00	11/12/2024 4.31%	988,164.06 994,770.42	99.64 4.16%	996,406.00 8,152.32	0.14% 1,635.58	Aa1/AA+ AA+	1.29 1.24
91282CPE5	UNITED STATES TREASURY 3.5 10/31/2027	1,000,000.00	11/13/2025 3.60%	998,203.13 998,777.83	99.14 4.17%	991,406.00 5,896.74	0.14% (7,371.83)	Aa1/AA+ AA+	1.34 1.28
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	1,000,000.00	11/06/2024 4.25%	996,484.38 998,388.28	99.94 4.17%	999,375.00 5,268.34	0.14% 986.72	Aa1/AA+ AA+	1.38 1.31
91282CGC9	UNITED STATES TREASURY 3.875 12/31/2027	1,000,000.00	-- 4.11%	993,000.01 996,750.98	99.58 4.17%	995,781.00 105.30	0.14% (969.98)	Aa1/AA+ AA+	1.50 1.44
91282CMF5	UNITED STATES TREASURY 4.25 01/15/2028	1,000,000.00	01/07/2025 4.37%	996,718.75 998,312.93	100.11 4.17%	1,001,094.00 19,606.35	0.14% 2,781.07	Aa1/AA+ AA+	1.54 1.45
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	1,000,000.00	01/28/2026 3.59%	998,359.38 998,702.30	98.97 4.18%	989,688.00 14,599.45	0.14% (9,014.30)	Aa1/AA+ AA+	1.59 1.50
91282CGP0	UNITED STATES TREASURY 4.0 02/29/2028	1,000,000.00	12/30/2024 4.31%	990,820.31 995,167.75	99.73 4.16%	997,344.00 13,369.57	0.14% 2,176.25	Aa1/AA+ AA+	1.67 1.57
91282CMS7	UNITED STATES TREASURY 3.875 03/15/2028	2,000,000.00	03/25/2026 3.88%	1,999,609.38 1,999,662.01	99.52 4.17%	1,990,312.00 22,744.57	0.29% (9,350.01)	Aa1/AA+ AA+	1.71 1.62

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	1,200,000.00	-- 3.84%	1,191,730.48 1,195,853.70	99.09 4.17%	1,189,030.80 10,934.43	0.17% (6,822.90)	Aa1/AA+ AA+	1.75 1.66
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	1,000,000.00	-- 3.71%	994,277.34 996,343.40	98.82 4.17%	988,242.00 5,896.74	0.14% (8,101.40)	Aa1/AA+ AA+	1.84 1.74
91282CHE4	UNITED STATES TREASURY 3.625 05/31/2028	1,000,000.00	03/27/2025 4.03%	988,085.94 992,810.48	99.02 4.16%	990,156.00 3,070.36	0.14% (2,654.48)	Aa1/AA+ AA+	1.92 1.82
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	500,000.00	-- 3.96%	500,628.91 500,329.82	99.69 4.16%	498,457.00 54.35	0.07% (1,872.82)	Aa1/AA+ AA+	2.00 1.90
91282CHQ7	UNITED STATES TREASURY 4.125 07/31/2028	2,000,000.00	06/23/2025 3.80%	2,018,984.38 2,012,751.20	99.93 4.16%	1,998,594.00 34,412.98	0.29% (14,157.20)	Aa1/AA+ AA+	2.08 1.94
91282CNU1	UNITED STATES TREASURY 3.625 08/15/2028	1,500,000.00	08/14/2025 3.70%	1,496,777.34 1,497,718.26	98.91 4.17%	1,483,594.50 20,428.18	0.21% (14,123.76)	Aa1/AA+ AA+	2.13 1.99
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	500,000.00	-- 3.90%	513,722.66 507,508.60	100.97 4.17%	504,844.00 5,812.84	0.07% (2,664.60)	Aa1/AA+ AA+	2.25 2.10
91282CPC9	UNITED STATES TREASURY 3.5 10/15/2028	1,000,000.00	11/13/2025 3.60%	997,343.75 997,914.37	98.54 4.17%	985,430.00 7,363.39	0.14% (12,484.37)	Aa1/AA+ AA+	2.29 2.16
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	2,000,000.00	09/03/2025 3.60%	1,971,406.25 1,978,750.54	97.66 4.17%	1,953,282.00 7,982.34	0.28% (25,468.54)	Aa1/AA+ AA+	2.38 2.25
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	1,000,000.00	-- 4.11%	986,164.07 991,827.91	99.01 4.17%	990,078.00 101.90	0.14% (1,749.91)	Aa1/AA+ AA+	2.50 2.36
91282CPT2	UNITED STATES TREASURY 3.5 01/15/2029	1,000,000.00	01/28/2026 3.66%	995,507.81 996,143.03	98.39 4.17%	983,945.00 16,146.41	0.14% (12,198.03)	Aa1/AA+ AA+	2.54 2.36
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	1,000,000.00	01/28/2025 4.32%	988,281.25 992,430.47	99.57 4.18%	995,703.00 16,685.08	0.14% 3,272.53	Aa1/AA+ AA+	2.59 2.39
91282CQA2	UNITED STATES TREASURY 3.5 02/15/2029	1,300,000.00	03/10/2026 3.58%	1,296,953.14 1,297,271.46	98.34 4.17%	1,278,469.40 17,093.92	0.19% (18,802.06)	Aa1/AA+ AA+	2.63 2.45
91282CQE4	UNITED STATES TREASURY 3.5 03/15/2029	2,000,000.00	03/25/2026 3.87%	1,979,218.75 1,981,076.61	98.32 4.16%	1,966,328.00 20,543.48	0.28% (14,748.61)	Aa1/AA+ AA+	2.71 2.53
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	500,000.00	-- 3.87%	505,238.28 503,142.69	99.88 4.17%	499,414.00 5,184.43	0.07% (3,728.69)	Aa1/AA+ AA+	2.75 2.55
91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	2,000,000.00	03/25/2026 3.89%	1,932,343.75 1,937,991.47	96.16 4.16%	1,923,204.00 4,658.47	0.28% (14,787.47)	Aa1/AA+ AA+	2.92 2.76
91282CKX8	UNITED STATES TREASURY 4.25 06/30/2029	1,000,000.00	-- 3.90%	1,014,421.88 1,009,559.99	100.23 4.17%	1,002,266.00 115.49	0.15% (7,293.99)	Aa1/AA+ AA+	3.00 2.79

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CLK5	UNITED STATES TREASURY 3.625 08/31/2029	1,000,000.00	-- 3.84%	990,937.50 993,962.14	98.40 4.17%	983,984.00 12,116.17	0.14% (9,978.14)	Aa1/AA+ AA+	3.17 2.92
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	2,400,000.00	09/16/2025 3.54%	2,396,250.00 2,396,980.16	97.97 4.17%	2,351,251.20 21,114.75	0.34% (45,728.96)	Aa1/AA+ AA+	3.25 3.01
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	1,000,000.00	11/12/2024 4.32%	991,562.50 994,331.56	99.84 4.18%	998,398.00 6,949.73	0.14% 4,066.44	Aa1/AA+ AA+	3.34 3.06
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	1,000,000.00	01/23/2025 4.46%	985,664.07 989,897.66	99.84 4.17%	998,438.00 3,493.85	0.14% 8,540.34	Aa1/AA+ AA+	3.42 3.14
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	1,000,000.00	01/10/2025 4.53%	993,242.19 995,232.63	100.64 4.17%	1,006,445.00 118.89	0.15% 11,212.37	Aa1/AA+ AA+	3.50 3.21
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	1,200,000.00	04/08/2025 3.92%	1,204,031.25 1,203,020.05	99.39 4.18%	1,192,734.00 16,043.48	0.17% (10,286.05)	Aa1/AA+ AA+	3.67 3.33
91282CMU2	UNITED STATES TREASURY 4.0 03/31/2030	1,500,000.00	-- 3.82%	1,512,304.69 1,509,318.04	99.36 4.18%	1,490,449.50 15,081.97	0.22% (18,868.54)	Aa1/AA+ AA+	3.75 3.41
91282CNG2	UNITED STATES TREASURY 4.0 05/31/2030	1,550,000.00	-- 3.94%	1,554,279.30 1,553,374.10	99.32 4.19%	1,539,525.10 5,251.37	0.22% (13,849.00)	Aa1/AA+ AA+	3.92 3.58
91282CNN7	UNITED STATES TREASURY 3.875 07/31/2030	1,200,000.00	08/14/2025 3.81%	1,203,421.88 1,202,817.24	98.82 4.19%	1,185,843.60 19,396.41	0.17% (16,973.64)	Aa1/AA+ AA+	4.08 3.68
91282CNX5	UNITED STATES TREASURY 3.625 08/31/2030	2,400,000.00	09/16/2025 3.58%	2,404,500.00 2,403,786.07	97.83 4.20%	2,347,968.00 29,078.80	0.34% (55,818.07)	Aa1/AA+ AA+	4.17 3.77
91282CPA3	UNITED STATES TREASURY 3.625 09/30/2030	1,500,000.00	01/29/2026 3.78%	1,490,156.25 1,491,034.33	97.80 4.20%	1,466,953.50 13,668.03	0.21% (24,080.83)	Aa1/AA+ AA+	4.25 3.86
91282CPD7	UNITED STATES TREASURY 3.625 10/31/2030	1,000,000.00	11/05/2025 3.76%	994,023.44 994,801.71	97.74 4.20%	977,422.00 6,107.34	0.14% (17,379.71)	Aa1/AA+ AA+	4.34 3.94
91282CPR6	UNITED STATES TREASURY 3.625 12/31/2030	2,000,000.00	01/29/2026 3.80%	1,984,453.13 1,985,768.90	97.64 4.21%	1,952,890.00 197.01	0.28% (32,878.90)	Aa1/AA+ AA+	4.50 4.10
91282CQD6	UNITED STATES TREASURY 3.5 02/28/2031	2,000,000.00	03/25/2026 3.97%	1,958,515.63 1,960,751.18	97.07 4.20%	1,941,328.00 23,396.74	0.28% (19,423.18)	Aa1/AA+ AA+	4.67 4.20
91282CQK0	UNITED STATES TREASURY 3.875 04/30/2031	850,000.00	05/29/2026 4.13%	840,503.91 840,678.30	98.56 4.21%	837,781.25 5,549.25	0.12% (2,897.05)	Aa1/AA+ AA+	4.83 4.33
Total US Treasury		**61,200,000.00**	**3.88%**	**60,906,056.76 60,972,779.85**	**98.91 4.16%**	**60,527,685.35 550,960.15**	**8.76% (445,094.50)**		**2.57 2.38**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total Portfolio		**692,535,467.48**	**3.70%**	**691,039,768.69** **691,337,354.27**	**18.50** **3.73%**	**690,576,564.03** **1,027,482.57**	**100.00%** **(760,790.23)**		**0.55** **0.46**
Total Market Value + Accrued						**691,604,046.60**			

CHANDLER ASSET MANAGEMENT

TRANSACTIONS

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/21/2026	89240QAD7	455,000.00	TAOT 2026-B A3 4.13 12/16/2030	99.979	4.27%	(454,904.04)	0.00	(454,904.04)	0.00
Purchase	04/22/2026	05594YAD8	560,000.00	BMWLT 2026-1 A3 4.15 05/25/2029	99.989	4.85%	(559,938.12)	0.00	(559,938.12)	0.00
Purchase	04/24/2026	30303MAB8	800,000.00	META PLATFORMS INC 4.2 11/15/2030	99.350	4.36%	(794,800.00)	(15,960.00)	(810,760.00)	0.00
Purchase	04/29/2026	023135CT1	1,000,000.00	AMAZON.COM INC 4.1 11/20/2030	98.856	4.38%	(988,560.00)	(18,108.33)	(1,006,668.33)	0.00
Purchase	04/30/2026	90RCBB$03	10,729,783.31	RCB MMKT	1.000	3.92%	(10,729,783.31)	0.00	(10,729,783.31)	0.00
Purchase	04/30/2026	90LAIF$00	218.14	Local Agency Investment Fund State Pool	1.000	3.81%	(218.14)	0.00	(218.14)	0.00
Purchase	04/30/2026	90CALFT$0	30,995.99	CalFIT	1.000	3.77%	(30,995.99)	0.00	(30,995.99)	0.00
Purchase	04/30/2026	90RCBB$04	567,032.92	RCB ICS	1.000	3.97%	(567,032.92)	0.00	(567,032.92)	0.00
Purchase	05/13/2026	43814YAD3	920,000.00	HAROT 2026-2 A3 4.3 11/15/2030	99.997	3.02%	(919,973.41)	0.00	(919,973.41)	0.00
Purchase	05/14/2026	36275AAD1	405,000.00	GMALT 2026-2 A3 4.3 03/20/2029	99.989	4.40%	(404,956.18)	0.00	(404,956.18)	0.00
Purchase	05/20/2026	532457DL9	425,000.00	ELI LILLY AND CO 4.375 05/20/2031	99.893	4.40%	(424,545.25)	0.00	(424,545.25)	0.00
Purchase	05/20/2026	532457DL9	400,000.00	ELI LILLY AND CO 4.375 05/20/2031	99.951	4.39%	(399,804.00)	0.00	(399,804.00)	0.00
Purchase	05/29/2026	756109CD4	800,000.00	REALTY INCOME CORP 3.2 02/15/2031	93.662	4.71%	(749,296.00)	(7,395.56)	(756,691.56)	0.00
Purchase	05/29/2026	91282CQK0	850,000.00	UNITED STATES TREASURY 3.875 04/30/2031	98.883	4.13%	(840,503.91)	(2,595.62)	(843,099.53)	0.00
Purchase	05/31/2026	90RCBB$03	4,787,521.08	RCB MMKT	1.000	3.89%	(4,787,521.08)	0.00	(4,787,521.08)	0.00
Purchase	05/31/2026	90CALFT$0	32,029.70	CalFIT	1.000	3.76%	(32,029.70)	0.00	(32,029.70)	0.00
Purchase	05/31/2026	90CAMP$00	10,005,169.12	CAMP	1.000	3.76%	(10,005,169.12)	0.00	(10,005,169.12)	0.00
Purchase	05/31/2026	90RCBB$04	583,686.45	RCB ICS	1.000	3.94%	(583,686.45)	0.00	(583,686.45)	0.00
Purchase	06/08/2026	57636QBL7	1,060,000.00	MASTERCARD INC 4.6 06/08/2031	99.920	4.62%	(1,059,152.00)	0.00	(1,059,152.00)	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Purchase	06/17/2026	44935KAD5	700,000.00	HART 26B A3 4.81 02/18/2031	99.988	4.86%	(699,915.51)	0.00	(699,915.51)	0.00
Purchase	06/17/2026	74340XCU3	800,000.00	PROLOGIS LP 4.25 06/15/2031	98.409	4.61%	(787,272.00)	(5,100.00)	(792,372.00)	0.00
Purchase	06/18/2026	67066GAR5	640,000.00	NVIDIA CORP 4.5 06/15/2031	99.810	4.54%	(638,784.00)	0.00	(638,784.00)	0.00
Purchase	06/22/2026	3137F62M8	600,000.00	FHMS K-118 A2 1.493 09/25/2030	88.957	4.40%	(533,742.19)	(522.55)	(534,264.74)	0.00
Purchase	06/23/2026	44891AEN3	1,000,000.00	HYUNDAI CAPITAL AMERICA 4.75 06/18/2029	99.574	4.90%	(995,740.00)	(659.72)	(996,399.72)	0.00
Purchase	06/30/2026	92348KFC2	1,050,000.00	VZMT 2026-1 A1A 3.94 02/20/2031	99.375	4.38%	(1,043,437.50)	(1,149.17)	(1,044,586.67)	0.00
Purchase	06/30/2026	90RCBB$03	761,898.02	RCB MMKT	1.000	3.88%	(761,898.02)	0.00	(761,898.02)	0.00
Purchase	06/30/2026	90CALFT$0	31,278.20	CalFIT	1.000	3.78%	(31,278.20)	0.00	(31,278.20)	0.00
Purchase	06/30/2026	90CAMP$00	30,982.69	CAMP	1.000	3.77%	(30,982.69)	0.00	(30,982.69)	0.00
Purchase	06/30/2026	90RCBB$04	566,017.70	RCB ICS	1.000	3.94%	(566,017.70)	0.00	(566,017.70)	0.00
Total Purchase			**40,591,613.32**				**(40,421,937.43)**	**(51,490.95)**	**(40,473,428.38)**	**0.00**
TOTAL ACQUISITIONS			**40,591,613.32**				**(40,421,937.43)**	**(51,490.95)**	**(40,473,428.38)**	**0.00**
DISPOSITIONS										
Maturity	04/02/2026	912797SD0	(1,000,000.00)	UNITED STATES TREASURY 04/02/2026	100.000	3.67%	1,000,000.00	0.00	1,000,000.00	0.00
Maturity	05/05/2026	912797TL1	(1,000,000.00)	UNITED STATES TREASURY 05/05/2026	100.000	3.65%	1,000,000.00	0.00	1,000,000.00	0.00
Maturity	05/15/2026	02582JJZ4	(150,000.00)	AMXCA 2023-1 A 4.87 05/15/2026	100.000	4.24%	0.00	0.00	0.00	0.00
Total Maturity			**(2,150,000.00)**				**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**
Sale	04/29/2026	912797TU1	(1,000,000.00)	UNITED STATES TREASURY 06/02/2026	99.660	3.68%	996,602.83	0.00	996,602.83	10.01
Sale	05/08/2026	78017DAA6	(450,000.00)	ROYAL BANK OF CANADA 4.965 01/24/2029	100.979	5.46%	454,405.50	6,454.50	460,860.00	4,405.50

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Sale	05/08/2026	89115A3E0	(335,000.00)	TORONTO-DOMINION BANK 4.861 01/31/2028	100.853	4.86%	337,857.55	4,432.96	342,290.51	2,857.55
Sale	05/29/2026	756109BS2	(750,000.00)	REALTY INCOME CORP 4.7 12/15/2028	100.485	4.59%	753,637.50	16,058.33	769,695.83	1,869.01
Sale	05/29/2026	91282CKY6	(250,000.00)	UNITED STATES TREASURY 4.625 06/30/2026	100.074	4.22%	250,185.55	4,759.15	254,944.70	101.74
Sale	06/08/2026	91282CLS8	(1,000,000.00)	UNITED STATES TREASURY 4.125 10/31/2026	100.113	4.34%	1,001,132.81	4,371.60	1,005,504.41	1,954.38
Sale	06/15/2026	91282CHU8	(500,000.00)	UNITED STATES TREASURY 4.375 08/15/2026	100.086	4.21%	500,429.69	7,251.38	507,681.07	297.86
Sale	06/15/2026	91282CHY0	(500,000.00)	UNITED STATES TREASURY 4.625 09/15/2026	100.211	4.23%	501,054.69	5,781.25	506,835.94	584.56
Sale	06/17/2026	91282CJP7	(1,000,000.00)	UNITED STATES TREASURY 4.375 12/15/2026	100.320	4.17%	1,003,203.13	239.07	1,003,442.20	2,259.08
Sale	06/17/2026	91282CME8	(1,000,000.00)	UNITED STATES TREASURY 4.25 12/31/2026	100.223	4.30%	1,002,226.56	19,723.76	1,021,950.32	2,471.70
Sale	06/23/2026	91282CKA8	(500,000.00)	UNITED STATES TREASURY 4.125 02/15/2027	100.066	4.10%	500,332.03	7,292.82	507,624.85	258.73
Sale	06/30/2026	91282CMH1	(1,000,000.00)	UNITED STATES TREASURY 4.125 01/31/2027	100.082	4.21%	1,000,820.31	17,092.54	1,017,912.85	1,269.00
Total Sale			**(8,285,000.00)**				**8,301,888.15**	**93,457.36**	**8,395,345.51**	**18,339.11**
TOTAL DISPOSITIONS			**(10,435,000.00)**				**10,301,888.15**	**93,457.36**	**10,395,345.51**	**18,339.11**

IMPORTANT DISCLOSURES

2026 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc ("IDS"), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

LGIP Yields: Reported yields for local government investment pools may be presented as either the 30-day yield or the monthly distribution yield, as applicable. For certain funds, the 30-day yield is calculated using reported daily yield data. Yield calculations are subject to change and may not be directly comparable across funds.

LAIF Yields: Additional Disclosure for CA Clients - As a result of a reporting lag from the Local Agency Investment Fund (LAIF), reported LAIF yields represent the most recently available Daily Effective Yield and may reflect data from approximately 7–10 days prior to month-end.

BENCHMARK DISCLOSURES

Benchmark	Disclosure
ICE BofA 1-5 Yr Unsubordinated US Treasury & Agency Index	The ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

SAN DIEGO COMMUNITY POWER

Staff Report – Item 9

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:	September 24, 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

Power Charge Indifference Adjustment (PCIA)

Track 2: Proposed Decision

On September 2, 2026, Community Power's trade association, the California Community Choice Association (CalCCA) filed opening comments on the California Public Utilities Commission's (CPUC) Proposed Decision in Track 2 of the Power Charge Indifference Adjustment (PCIA) rulemaking (R.25-02-005). For additional background on the Proposed Decision, see the August Regulatory and Legislative staff report to the Board of Directors, starting on page 85.

CalCCA's opening comments reject the CPUC's Proposed Decision and recommend it be replaced with an Alternate Decision. Central to CalCCA's argument is that the Proposed Decision unfairly treats certain unbundled customers, including those served by Community Power, by failing to credit them for the compliance value of banked pre-2019 Renewable Energy Credits (RECs) that they had paid for when bundled customers. Instead, the Proposed Decision affirms the investor-owned utilities' (IOUs) practice of valuing those RECs at zero dollars for purposes of calculating the PCIA when used by the IOUs for Renewables Portfolio Standard compliance. The Joint IOUs filed opening comments in strong support of the Proposed Decision.

Reply comments were filed on September 7, and the Proposed Decision may be heard at the CPUC's September 17 Business Meeting at the earliest.

Track 3: Scoping Memo and Ruling

On August 18, the CPUC issued a Second Amended Scoping Memo and Ruling setting the scope for Track 3 and Track 4 and the procedural schedule for Track 3A. The Scoping Memo splits Track 3 into two parts: Track 3A and Track 3B.

Track 3A will consider refinements to the existing PCIA framework to better achieve indifference and that can be implemented efficiently. The issues that will be addressed include potential modifications to the Market Price Benchmarks (MPB) and whether and how the CPUC should provide additional policy guidance regarding re-vintaging of existing resources.

Track 3B will examine alternative structural frameworks for indifference and determine whether entirely different frameworks would improve upon the current framework. The goal for Track 3B is to consider proposals for alternative structural frameworks that can ensure California ratepayers remain indifferent to load departure as required by law.

CPUC Energy Division will issue a staff report on Track 3A issues in October 2026.

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

Energy Resource Recovery Account (ERRA) proceedings are used to determine IOU's 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 2027 Forecast Case

On August 19, 2026, Brian Dickman of NewGen Strategies filed intervenor testimony on behalf of Community Power and CEA in SDG&E's 2027 Energy Resource Recovery Account (ERRA) forecast application. The testimony focused on 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 other recommended modifications to SDG&E's rate calculations. Rebuttal testimony was submitted on September 9, 2026.

Integrated Resources Planning

Ruling on the Reliable and Clean Power Procurement Program

On August 14, 2026, more than forty parties filed opening comments on the CPUC Ruling requesting comments on an additional option for the structure of a Reliable and Clean Power Procurement Program (RCPPP). The premise of the CPUC Energy Division 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.

Community Power's trade association, CalCCA, filed opening comments urging the CPUC to reject the additional option (Option 3) because establishing binding procurement requirements based on uncertain assumptions used in the PSP that may not align with market realities risks distorting the market, creating the potential for supplier market power, and raising ratepayer costs. CalCCA's comments recommended adoption of Option 1, which is a framework that considers new and existing resources, with a Clean Energy Standard, as well as recommended modifications that would be necessary for a framework that only focuses on new resource procurement if that is the direction the CPUC chooses. What is ultimately adopted as the structure for RCPPP will have significant impacts on Community Power's procurement needs and strategy as the program will likely include binding resource procurement obligations.

Ruling on Bundled Procurement Plans

On August 17, 2026, the CPUC issued a Ruling requesting comments on the IOUs' bundled procurement plans (BPPs), which are plans in which the IOUs seek authorization for their procurement needed to serve their customers electricity load. CPUC Energy Division staff will also hold a workshop on September 21 to discuss the IOUs BPPs and potential changes needed to enhance transparency and affordability.

The CPUC provided several lists of questions for parties to address on topics including:

- Substantive updates to the IOUs' BPPs, with focused questions for each IOU;
- Joint Renewables Portfolio Standard (RPS) topics such as proposals to transact RPS products under the upfront achievable standards of respective BPPs;
- Joint resource adequacy (RA) topics such as proposals to transact RA products under the upfront achievable standard of respective BPPs;
- Greenhouse Gas (GHG) compliance instruments and the Cap-and-Trade program;
- Excess RA sales framework joint topics and potential guidelines; and
- Joint Independent Evaluator (IE) and Procurement Review Group (PRG) process topics.

Comments are due on November 13 and reply comments on November 30.

Ruling on Requesting Comments on Transmission Planning Process Portfolios

On August 31, 2026, the CPUC issued a Ruling requesting comments on recommended electricity resource portfolios for use in the CAISO's 2027-2028 Transmission Planning Process (TPP). The Ruling also invites input on a CAISO proposal to address a new constraint that surfaced following the cancellation of the Serrano-Del Amo-Mesa transmission upgrade by seeking geographically-targeted storage procurement in the West Los Angeles Basin.

The base case portfolio for the 2026-2027 TPP was based on the scenario that achieves a 25 million metric ton (MMT) statewide greenhouse gas (GHG) emissions target in 2035, and includes roughly half of the long lead-time (LLT) resources determined by the CPUC to be needed, with some extension of the online dates to the offshore wind components of the portfolio compared to the previous year's assumptions, based on expected delays at the Federal level.

The 2026-2027 TPP sensitivity portfolio currently being studied by the CAISO is a Limited Wind scenario, designed to reflect the recent increased difficulty of permitting wind projects in California and the recent changes in Federal policy toward wind projects in general.

Parties may comment on whether the following recommended base case portfolio is the correct choice for the 2027-2028 TPP:

- Minimum builds: LSE contracts, reliability procurement (mid-term reliability) orders, and partial LLTs (0.5 GW of 12-hour LDES, 0.5 GW of geothermal, and 0.5 GW of multi-day LDES);
- The load forecast uses the 2024 Integrated Energy Policy Report (IEPR);
- Out-of-State Resources are default;

- No offshore wind is selected;
- Diablo Canyon Power Plant (DCPP) is offline in 2025; and
- GHG targets are 38 MMT by 2030 and 30 MMT by 2035.

The new resource types in the recommended base case scenario for 2028 total 20.7 GW and include:

- 0.2 GW of geothermal resources;
- 0.4 GW of geothermal (enhanced) resources;
- 1.2 GW of in-state wind;
- 13 GW of solar;
- 5.1 GW of four-hour lithium-ion batteries; and
- 0.8 GW of eight-hour lithium-ion batteries.

Opening comments are due on September 28 and reply comments on October 12.

Resource Adequacy (RA)

On August 14, 2026, parties filed proposals in Track 2 of the Resource Adequacy (RA) proceeding regarding 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, which directly impact RA obligations for Community Power. Proposals were submitted by Southern California Edison, California Community Choice Association, and American Clean Power-California, and CPUC Energy Division issued its draft results.

On September 2, 2026, CalCCA filed informal comments on the proposals and draft results, making the following recommendations:

- Revise the reserve margin results using corrected renewable profiles;
- Evaluate a stress test sensitivity with 4 gigawatts (GW) of accredited interchange throughout the year to align the stress test more closely with historical RA import showings;
- Align reserve calculations with the adopted 2028 unforced capacity (UCAP)-plus-ambient accreditation framework to align the LOLE study with the accreditation methodology adopted for 2028;
- Use managed load assumptions that are consistent with the 25-weather-year SERVM dataset; and
- Continue using the Midcontinent Independent System Operator (MISO) load forecast error distribution given it is more grounded in analysis of U.S. economic and load-growth relationships.

The CPUC's Energy Division will hold a workshop on September 15, 2026.

2028-2031 Energy Efficiency (EE) Business Plan Application (BPA) Proceeding
No substantive developments to report this month.

General EE Oversight Proceeding

No substantive developments to report this month.

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

On September 2, 2026, the CPUC issued a favorable proposed decision (PD) in Application 25-04-014, denying San Diego Gas & Electric Company (SDG&E)'s request to withdraw from administration of its regional energy efficiency (EE) portfolio. This means that San Diegans will retain access to SDG&E's regional energy efficiency programs for the foreseeable future and - if voted out as-written by the CPUC. - current levels of regional investment in EE programs will be sustained. The earliest the PD will be voted on by Commissioners is October 8. Opening comments are due September 22, and reply comments are due on September 28.

Highlights:

- The PD denies SDG&E's request to exit administration of its regional EE portfolio and requires SDG&E to continue administering both regional EE programs.
- The PD finds that while the Commission has authority to allow an IOU to withdraw from EE administration, SDG&E did not demonstrate that customers, the grid, or affordability objectives would be adequately protected if it exited the role.
- The PD concludes that SDG&E's portfolio remains viable, citing improving performance, achievement of cost-effectiveness requirements in 2025, and opportunities to improve results through portfolio rebalancing rather than portfolio elimination.
- The PD finds that reducing access to EE programs would undermine California's affordability, energy savings, and equity objectives, particularly amid rising customer energy bills.
- The PD rejects the SDG&E/Public Advocates settlement, finding it inconsistent with the record and not in the public interest.
- The PD indicates should SDG&E wish to pursue withdrawal in the future, it needs to coordinate with other administrators in the region (e.g., SDREN) on transition planning.

B) State Legislative Activities Update

The legislative session ended on August 31, 2026. The Governor has 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. Community Power submitted letters to the Governor requesting his signature on the bills identified below as being presented to the Governor for consideration. The letters are posted on the above-mentioned webpage.

Bill	Subject	Policy Platform	Position	Status
AB 1761 (Rogers)	PCIA Transparency	Stabilizing Community Choice	Support	Presented to the Governor
AB 1813 (Ward)	Community Solar	Promoting Local Development	Support	Presented to the Governor
AB 2111 (Papan)	Transmission Modeling	Deep Decarbonization	Support	Presented to the Governor
AB 2313 (Berman)	Neighborhood Decarbonization Zones	Deep Decarbonization	Support	Presented to the Governor
AB 2369 (Rogers)	Energy Only Resources	Deep Decarbonization	Support	Presented to the Governor
AB 2383 (Zbur)	Data Center Tariffs	Stabilizing Community Choice	Previously: Oppose Unless Amended Current: Neutral	Presented to the Governor
AB 2389 (Irwin)	Local Solar Property Taxes	Promoting Local Development	Support	Failed
AB 2493 (Petrie-Norris)	Transmission Project Remedial Actions	Deep Decarbonization	Support	Presented to the Governor
AB 2508 (Hoover)	Energy Efficiency Program Funding	Stabilizing Community Choice	Oppose	Failed
SB 868 (Wiener)	Balcony Solar	Promoting Local Development	Support	Presented to the Governor
SB 1138 (Padilla)	RA Trading Affordability	Stabilizing Community Choice	Support	Failed
SB 1295 (Stern)	Distributed Energy Storage	Promoting Local Development	Support if Amended	Failed

State Budget Update

On August 31, the Legislature approved an August budget package supplementing the main state budget adopted in June, which included several energy related funding items identified in the staff report. The August budget package, comprised of AB 113 (Gabriel), AB 178 (Committee on Budget), and AB 193 (Committee on Budget), added the following energy-related items:

- $20 million for the Distributed Electricity Backup Assets (DEBA) program at the CEC, which, like DSGS, provides incentives for distributed and aggregated battery and microgrid projects. This brings total DEBA funding to more than $66 million when combined with the 2025 Budget Act.
- $10 million in funding for geothermal exploratory wells, with data from the wells made public.
- $322.6 million in Proposition 4 funds for the Transmission Accelerator Program created by SB 254 (Chapter 119, Statutes of 2025), intended to reduce ratepayer costs for transmission investments by using lower-cost public financing.
- $450 million in Greenhouse Gas Reduction Fund (GGRF) revenues from Cap-and-Invest allowance auctions for various climate-related initiatives, including $20 million for climate research at the University of California.
- Extension of the California Schools Healthy Air, Plumbing, and Efficiency Program at the CEC—a COVID-era program—for funds committed as of August 31, 2026, through December 2029. The extension gives schools more time to complete already funded energy efficiency projects.

Informational and Oversight Hearing Update

- None

End of Legislative Session Update

Community Power tracked a substantive energy policy deliberation during the final weeks of the 2026 legislative session that is instructive of the future of statewide energy policy. Before the Legislature adjourned on August 31, the Governor, Speaker of the Assembly, and Senate President pro Tempore sought to develop a long-term approach to address wildfire liability associated with investor-owned utility equipment sparked wildfires. The Governor's proposed liability reforms followed a recent Cal Fire investigation that concluded a Southern California Edison transmission line caused the Eaton Fire, as well as the April Natural Catastrophe Resiliency Study, which identified financial instability and risk in the insurance and electric utility sectors due to the increasing costs of catastrophic wildfires.

SB 492 (Becker) was introduced near the end of the legislative session to address certain wildfire-related financial risks affecting the utility system and ratepayers; however, the bill did not pass. The investor-owned utilities have stated that unresolved wildfire liability risk could increase costs and affect customer affordability and grid investment moving forward. Following the Legislature's adjournment without enactment of the bill or additional liability reforms, the market value of Southern California Edison and PG&E declined by approximately

$20 billion over several days. SDG&E is part of Sempra; the company did not report similar impacts.

The Legislature and Governor have considered utility wildfire liability issues several times in recent years. Following the 2017 North Bay Fires, SB 901 (Chapter 622, Statutes of 2018) established a process for investor-owned utilities to prepare and submit wildfire mitigation plans. The legislation also created a securitization financing mechanism, subject to a just-and-reasonable standard, through which investor-owned utilities could seek recovery of eligible wildfire costs from ratepayers.

Following PG&E's bankruptcy, which resulted from costs associated with the 2017 North Bay Fires and the 2018 Camp Fire, AB 1054 (Chapter 79, Statutes of 2019) created the California Wildfire Fund. The fund was capitalized at $21 billion, with half contributed by shareholders of the three large investor-owned utilities and half funded by ratepayers through a non-bypassable charge on customer bills used to repay bonds issued by the Department of Water Resources. AB 1054 also required the three large investor-owned utilities to make $5 billion in wildfire safety improvements without earning a shareholder return on those capital expenditures.

Following the January 2025 Los Angeles wildfires and concerns that a Southern California Edison transmission line may have caused the Eaton Fire, the Legislature enacted SB 254 (Chapter 119, Statutes of 2025). SB 254 created an $18 billion Wildfire Fund Continuation Account after much of the AB 1054 Wildfire Fund had been exhausted. Similar to the earlier fund, the continuation account is funded through a combination of shareholder and ratepayer contributions. The bill also required the investor-owned utilities to make collective wildfire mitigation expenditures totaling $6 billion that are excluded from their rate base.

Although utility wildfire liability does not directly affect Community Power's operations, the issue is relevant to broader statewide energy policy because investor-owned utilities deliver CCA-procured power and play a central role in grid operations. Community Power will continue to monitor legislative and regulatory discussions related to wildfire liability, investor-owned utility financial stability, ratepayer affordability, and potential community impacts.

C) Federal Activities Update

Executive Order Issues Declaring a National Emergency to Secure the U.S. Bulk-Power System

The President's order, issued on August 21, declares a national emergency related to the security of the United States bulk-power system. The order is intended to address risks that foreign actors could exploit vulnerabilities in bulk-power system equipment, which generally includes transmission grid facilities operating at 69 kilovolts or above. The order prohibits the acquisition, importation, transfer, or installation of certain bulk-power system electric equipment from covered foreign entities if the Secretary of Energy determines that the transaction presents an undue risk of sabotage, unauthorized access, or other security threats to the bulk-power system. The restrictions could apply to critical grid components, including inverters and switchgear used to interconnect generation and storage resources to the bulk transmission system. The Department of Energy is directed to issue rules and regulations to implement the order within 120 days.

Congressional led letter sent to federal department on the status of renewable energy projects.

On August 18, 2026, a group of Congress Members, led by Representative Mike Levin (CA-49), sent a letter to the Department of Interior (DOI) requesting an update on the status of delayed solar and wind energy projects on federal lands. As outlined in prior staff reports, the DOI in July 2025 issued a memo requiring secretarial review of all decisions and actions related to solar and wind energy. This new level of review led to delays in project approvals and a Congressional requirement that DOI provide them with status reports on energy projects every 60 days.

The letter sent from the group of Congress Members to DOI states that they have missed three deadlines. It asks Secretary Burgum to submit the required reports. The letter also requests that DOI lift procedural hurdles to clean energy deployment, arguing that these hurdles have caused project delays and cancellations during a time of increasing energy prices. Specifically, the letter requests a list of all solar and wind projects under review including the current status of each, a list of wind and solar projects that have been rejected or withdrawn since July 2025, and the total number of employees responsible for solar and wind permitting. Community Power has contracted with one solar and storage project located on federal lands and is tracking this development.

Fiscal Impact

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER

Staff Report – Item 10

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. 2026-14, Establishing and Approving a Fiscal and Financial Training Policy Pursuant to Senate Bill 827 (SB 827)
Date:	September 24, 2026

Recommendation

Adopt Resolution No. 2026-14, establishing and approving a Fiscal and Financial Training Policy.

Background

On October 11, 2025, Senate Bill 827 (SB 827) was signed into law, which added a mandatory fiscal/financial training component for certain local agency officials effective January 1, 2026, aiming to ensure that those with financial oversight receive targeted education on public finance laws and practices. SB 827 relating to fiscal and financial training is codified in Sections 53238 to 53238.4 of the Government Code.

SB 827 establishes a two-hour fiscal and financial training requirement starting on January 1, 2026 for "local agency officials," which is defined in the statute as: (1) any member of a local agency legislative body or any elected officer of a local agency; (2) any official appointed by a governing body who makes decisions or recommendations regarding financial administration, budgeting, or the use of public resources; (3) any local agency executive, such as the chief executive officer, deputy chief executive officer, assistant chief executive officer, the head of a department of a local agency, or other similar administrative officer of a local agency, and (4) any employee designated by a local agency governing body to receive the training. Pursuant to SB 827, the fiscal and financial training must address laws and principles relating to, among others, financial administration and short- and long-term fiscal management, capital financing, debt management, cash management and investments, the prudent investor standard, the ethics of safeguarding public resources, and general fiscal and financial planning.

The training must be taken every two years. For local agency officials who commenced services at the local agency prior to January 1, 2026, they must complete the training before January 1, 2028. Local agency officials who commenced services on or after January 1, 2026 have six months from the first day of service to take the training.

Analysis and Discussion

Staff recommends that the Board adopt the attached Resolution that would establish and approve a Fiscal and Financial Training Policy consistent with SB 827 (the "Policy"). The Policy designates the following positions at Community Power to take the fiscal and financial training:

1. Chief Executive Officer
2. General Counsel
3. Chief Operating Officer
4. Chief Commercial Officer
5. Chief Financial Officer
6. Treasurer
7. Assistant General Counsel
8. Senior Counsel
9. All Director-level positions (Senior Director, Director, Associate Director)
10. Clerk of the Board
11. All Finance Department employees
12. Investment Consultant

Consistent with SB 827, individuals in these positions who commenced services on or after January 1, 2026 are required to complete the fiscal and financial training within six months of the first day of their service. Those who commenced services prior to January 1, 2026 will be required to complete the training before January 1, 2028. Training records will be submitted to and maintained by the Clerk of the Board.

Fiscal Impact

N/A

Attachments

A: Resolution No. 2026-14, Approving a Fiscal and Financial Training Policy
Exhibit A, Fiscal and Financial Training Policy

ITEM 10
ATTACHMENT A

RESOLUTION NO. 2026-14

A RESOLUTION OF THE SAN DIEGO COMMUNITY POWER BOARD OF DIRECTORS DESIGNATING CERTAIN EMPLOYEES TO RECEIVE FISCAL AND FINANCIAL TRAINING PURSUANT TO SENATE BILL 827.

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. Senate Bill 827 (SB 827), which became effective January 1, 2026, mandated fiscal and financial training for certain local agency officials, including employees designated by the local governing body to receive the training. SB 827 relating to fiscal and financial training is codified in Sections 53238 to 53238.4 of the Government Code.

D. The Board of Directors now desires to adopt a policy to designate certain positions at Community Power to receive fiscal and financial training in accordance with SB 827.

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

1. The Board of Directors hereby approves and adopts a Fiscal and Financial Training 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 September 24, 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 10
EXHIBIT A

BOARD POLICY

POLICY	FISCAL AND FINANCIAL TRAINING	ORIGINAL ADOPTION DATE	SEPTEMBER 24, 2026
APPROVAL DATE	SEPTEMBER 24, 2026	RESOLUTION NO.	2026-14

PURPOSE AND SCOPE

The purpose of this Fiscal and Financial Training Policy (the "Policy") is to designate certain San Diego Community Power ("Community Power") employees to receive fiscal and financial training in accordance with Senate Bill 827 ("SB 827"), as codified in Sections 53238 to 53238.4 of the Government Code.

DEFINITIONS

"Fiscal and Financial Training" – training that includes, but is not limited to, all of the following:

1. Laws and principles relating to financial administration and short- and long-term fiscal management, including, but not limited to, the role and responsibilities of financial administration, financial policies, municipal budgets and budget processes, and financial reporting and auditing;
2. Laws and principles relating to, but not limited to, capital financing and debt management, mechanisms for local agency revenues, pensions and other postemployment benefits, cash management and investments, the prudent investor standard, and the ethics of safeguarding public resources; and
3. General fiscal and financial planning principles and any pertinent laws relevant to the local agency official's public service and role in overseeing the local agency's operations and relevant to the local agency's procurement and contracting practices and responsibilities.

"Local Agency Official" – means any of the following:

1. Any member of a local agency legislative body or any elected officer of a local agency;
2. Any official who is appointed by the governing body who, as part of their official duties, makes decisions or recommendations regarding financial administration, budgeting, or the use of public resources;
3. A local agency executive, such as the chief executive officer, deputy chief executive officer, assistant chief executive officer, the head of a department of a local agency, or other similar administrative officer of a local agency; and
4. An employee designated by a local agency governing body to receive the training.

POLICY STATEMENT

Effective January 1, 2026, SB 827 requires a two-hour fiscal and financial training requirement for local agency officials every two years.

The following positions at Community Power shall be required to take the fiscal and financial training pursuant to SB 827 and this Policy:

1. Chief Executive Officer
2. General Counsel
3. Chief Operating Officer
4. Chief Commercial Officer
5. Chief Financial Officer
6. Treasurer
7. Assistant General Counsel
8. Senior Counsel
9. All Director-level positions (Senior Director, Director, Associate Director)
10. Clerk of the Board
11. All Finance Department employees
12. Investment Consultant

Employees shall complete the training every two years and promptly submit copies of their training records to the Clerk of the Board's Office where they shall be retained pursuant to Government Code 53235.2 and any other applicable laws.

Employees who commenced services with Community Power on or after January 1, 2026, shall receive their required training no later than six months from the first day of service with the agency, and thereafter, at least once every two years.

Employees who commenced services with Community Power before January 1, 2026, must receive their fiscal and financial training before January 1, 2028.

PRIOR VERSIONS

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

SAN DIEGO COMMUNITY POWER
Staff Report – Item 11

To: Board of Directors

From: Gordon Samuel, Chief Commercial Officer
Kenny Key, Director of Power Contracts

Via: Jack Clark, Acting Chief Executive Officer

Subject: Approve First Amendment to Amended and Restated Renewable Power Purchase Agreement with Noble Solar, LLC, to Increase Community Benefits, Guaranteed Efficiency Rate and Curtailment Threshold; Reduce Cost of Excess Deliveries, and Allow Further Extension to Development Cure Period in case of Continued Delay in Issuance of Federal Permits

Date: September 24, 2026

Recommendation

Approve the proposed First Amendment to Amended and Restated Renewable Power Purchase Agreement with Noble Solar, LLC ("First Amendment"), to Increase Community Benefits, Guaranteed Efficiency Rate and Curtailment Threshold; Reduce Cost of Excess Deliveries, and Allow Further Extension to Development Cure Period in case of Continued Delay in Issuance of Federal Permits and authorize the Chief Executive Officer to execute the First Amendment.

Background

As San Diego Community Power (Community Power) strives to meet its environmental, financial, and regulatory compliance goals and requirements, long-term power purchase agreements (PPAs) of at least 10 years in duration are integral components of its energy supply portfolio. Long-term PPAs provide renewable generation facility developers with the certain revenue stream against which they can finance up-front capital requirements, so each long-term PPA that Community Power signs with a developing facility will underpin a new, incremental renewable energy project. In addition, long-term PPAs lock in renewable energy supply around which Community Power can build its power supply portfolio while also providing power supply cost certainty around which Community Power can develop its pro forma financial model.

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. In D.21-06-025, the California Public Utilities Commission (CPUC) required each Load Serving Entity (LSE) in California to make significant long-term purchase commitments for resource adequacy from new, incremental generation facilities that will achieve commercial operation during 2023 through 2026. Further, as adopted on March 23, 2023, Community Power has established a procurement target of 100% renewable by 2035.

In February 2024, Community Power's Board of Directors approved a PPA with Noble Solar LLC for capacity and renewable energy benefits from a 400 MW solar photovoltaic electric generating facility and 400 MW (1,600 MWh) battery energy storage facility in Clark County, Nevada ("Purple Sage Energy Center"). Primergy Solar LLC ("Primergy") is the developer for Noble Solar LLC. The PPA originated from a request for proposals that Community Power issued in October 2022.

In May 2025, the Board of Directors approved an Amended and Restated Renewable Power Purchase Agreement with Noble Solar LLC due to impacts on the project by federal legislation and impacts on BLM permitting.

In June 2026, BLM published the Final Environmental Impact Statement. A Record of Decision is expected in late September. However, due to delays in obtaining this federal permit, the project schedule needed to be adjusted.

Analysis and Discussion

Staff negotiated the attached First Amendment for the purchase of renewable energy and capacity attributes from the Purple Sage Energy Center. Renewable energy produced by the facility will provide approximately 1,192,000 MWh annually of long-term renewable energy deliveries for Community Power's power supply.

Below is additional information regarding Primergy Solar LLC and the Purple Sage Energy Center PPA.

Background on Primergy:

- Primergy was formed in 2020 and has a leadership team with a combined experience of developing, contracting, constructing and operating over 50 GW of clean energy projects in North America.
- Primergy has a development pipeline consisting of 10,800 MW solar and 52,600 MWh storage projects across the U.S., including 4,500 MW of late-stage projects expected to come online by 2030. These projects include 2,800 MW of solar and 10,400 MWh of BESS under long-term contracts.

- Primergy's operational portfolio of 1,200 MW solar and 1,520 MWh BESS includes Gemini Solar + Storage ("Gemini"), the largest operating single-phase solar + storage project in the U.S. Gemini is a 690 MW solar + 380 MW battery storage project located in Clark County, Nevada. At the time of Gemini's $600 million refinancing and $160 million credit facility, it was the largest transaction of its kind. Gemini provided Primergy with extensive experience permitting and constructing a project of this scale in this location.
- Across the operating project portfolio, Primergy has implemented a low-impact construction method that balances environmental stewardship with project viability, ensuring that projects create lasting value while prioritizing responsible development, communities, workforce, and partnerships.
- Primergy is a wholly owned subsidiary of Quinbrook Infrastructure Partners ("Quinbrook"), which was founded in 2015 to be an ESG-focused investment manager and has since made substantial investments in the U.S. renewable energy sector.

Contract Overview – Purple Sage Energy Center

- Project: 400 MW solar photovoltaic electricity generating facility, along with a 400 MW 4-hour (1,600 MWh) battery energy storage facility
- Project location: Clark County, Nevada
- Guaranteed Commercial Operation date: June 1, 2028
    - Development Cure Period: up to 300 days
        - Permit Delay Extension: up to 210 days
        - Force Majure Extension: up to 90 days
- Contract term: 20 years
- Expected annual energy production: approximately 1,192,000 MWh
- Pricing: Fixed pricing with no escalation
- Community Power would receive financial compensation in the event of seller's failure to successfully achieve certain development milestones as well as seller's failure to meet the guaranteed energy production.
- Battery safety:
    - UL1973 (Battery safety)
    - UL9540A (Thermal runaway and fire propagation test)
    - IEC62619 (Safety for secondary lithium cells)
    - UN38.3 (Transportation safety)
    - EMC Compliance: EN61000-6-4, EN61000-6-2
    - Ingress Protection: IP55 for the container

Community Benefits and Workforce Development:

- The project is estimated to create approximately 650 prevailing wage construction jobs, and 6 permanent jobs to support operations and maintenance.
- There will be Labor Agreements in the form of Work Site Agreements with the following -
    - International Brotherhood of Electrical Workers (IBEW)
    - Laborers International Union of North America (LiUNA)

    - International Union of Operating Engineers (IUOE)
- The project has committed to contribute to a community benefit fund to benefit Community Power customers.

Scope of Amendment:
- Allows for Development Cure Period extension of an additional 180 days for Guaranteed Construction Start and/or an additional 120 days for Guaranteed Commercial Operation if there is a continued delay in the issuance of Federal Permits
- The Guaranteed Commercial Operation Date in no scenario will be extended past June 1, 2029, without Seller delivering replacement product and/or paying liquidated damages
- Increased Community Benefits from $1,000,000 to $1,500,000
- Increased the Guaranteed Efficiency Rate
- Reduced cost for Excess Deliveries
- Increased the Curtailment Threshold

Committee Review

In Q3 2026, the ECWG reviewed the First Amendment for the project and recommended staff to move forward with the execution of this First Amendment.

Fiscal Impact

The competitive energy and capacity pricing of the PPA, as amended by the First Amendment, are confidential, but the long-term purchase of renewable energy and capacity will provide Community Power with significant value and cost certainty over the term of the PPA.

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. Ensure cost-effective compliance with RA and RPS requirements and all other regulatory obligations.

Attachments

A: First Amendment to Amended and Restated Renewable Power Purchase Agreement with Noble Solar LLC

ITEM 11
ATTACHMENT A

FIRST AMENDMENT
TO
AMENDED AND RESTATED RENEWABLE POWER PURCHASE AGREEMENT

This First Amendment to Amended and Restated Renewable Power Purchase Agreement (this "**First Amendment**") is entered into as of [_______], 2026 (the "**First Amendment Effective Date**"), between San Diego Community Power, a California joint powers authority ("**Buyer**") and Noble Solar LLC, a California limited liability company ("**Seller**"). Buyer and Seller are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Seller and Buyer are parties to that certain Amended and Restated Renewable Power Purchase Agreement dated as of June 4, 2025 (the "**PPA**");

B. The Parties have agreed to revise certain provisions of the PPA; and

C. In connection with such revision to the PPA, the Parties desire to amend the PPA as set forth herein by executing and delivering this First Amendment.

NOW, THEREFORE, in consideration of the recitals above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Defined Terms and Phrases**. The capitalized terms and phrases used in this First Amendment but not defined herein shall have the meaning stated in the PPA.

2. **Amendments to PPA**. Commencing on the First Amendment Effective Date, the PPA shall be amended as follows:

    a. On the Cover Sheet of the PPA, the table located under the heading titled "**<u>Guaranteed Efficiency Rate</u>**:" shall be deleted in its entirety and replaced with the table attached to <u>Exhibit A</u> of this First Amendment.

    b. The following defined terms shall be added to Section 1.1 of the PPA in alphabetical order:

[redacted]

““**Pre-COD Replacement Green Attributes**” has the meaning set forth in Section 4.10(g).”

““**Pre-COD Replacement RA**” has the meaning set forth in Section 3.8(d).”

c. Section 2.2(j) of the PPA shall be deleted in its entirety and replaced with the following:

“(j) Seller has paid Buyer for all undisputed amounts owing under this Agreement, if any, including Construction Delay Damages and COD Delay Damages, and has delivered all undisputed Pre-COD Replacement RA and Pre-COD Replacement Green Attributes owing under this Agreement, if any.”

d. A new Section 3.8(d) of the PPA shall be added as follows:

“(d) Prior to the Delivery Term, Seller may, [redacted] deliver Replacement RA in the amount of the RA Shortfall (calculated as if the RA Guarantee Date had occurred) (“**Pre-COD Replacement RA**”), provided that notice of such Pre-COD Replacement RA capacity is communicated by Seller to Buyer with Pre-COD Replacement RA product information in a written notice substantially in the form of Exhibit M at least ninety (90) days before the RA Compliance Showing deadline for the applicable Showing Month (calculated as if the RA Guarantee Date had occurred). Seller shall not be obligated to pay any RA Deficiency Amounts or otherwise indemnify Buyer in any way for any fine or penalties assessed by the CPUC or CAISO to the extent Seller has provided Pre-COD Replacement RA (in each case calculated as if the RA Guarantee Date had occurred).”

e. Section 4.4(b) of the PPA shall be deleted in its entirety and replaced with the following:

“(b) Buyer Curtailment. Buyer shall have the right to order Seller to curtail deliveries of Generating Facility Energy through Buyer Curtailment Orders, provided that, for each Contract Year, Buyer shall pay Seller for the portion of Deemed Delivered Energy associated with a Buyer Curtailment Period that exceeds the Curtailment Cap for such Contract Year at the Renewable Rate and, if applicable, the PTC Amount, in accordance with Exhibit C. Notwithstanding anything to the contrary in this Agreement, Buyer shall not issue (or cause to be issued) any order, instrument, Notice, or Discharging Notice with respect to the Storage Facility that results in any curtailment of the Generating Facility Energy to be delivered by Seller to the Delivery Point.”

f. A new Section 4.10(g) of the PPA shall be added as follows:

"(g) Prior to the Delivery Term, Seller may, [redacted], deliver Renewable Energy Credits of the same Portfolio Content Category (i.e., PCC1) as the Green Attributes portion of the Product and of the same year of production as the Renewable Energy Credits that would have been generated by the Generating Facility, in addition to Green-e Listing, in each case as applicable to the period prior to the Delivery Term (calculated as if the Commercial Operation Date had occurred and based on a non-binding forecast of each month's average-day expected Energy, by hour, for the following calendar year in a form substantially similar to the table found in Exhibit F-1, or as reasonably requested by Buyer) ("**Pre-COD Replacement Green Attributes**")."

g. The second sentence of Section 8.1 of the PPA shall be deleted in its entirety and replaced with the following:

"Each invoice shall (a) reflect records of metered data, including CAISO metering and transaction data sufficient to document and verify the amount of Product delivered by the Facility for any Settlement Period during the preceding month, including the amount of Generating Facility Energy produced by the Generating Facility as read by the Generating Facility Meter, the amount of Charging Energy charged by the Storage Facility, the amount of Discharging Energy delivered from the Storage Facility, in each case, as read by the Storage Facility Meter, the amount of Replacement Green Attributes delivered to Buyer (if any), the amount of Replacement RA delivered to Buyer (if any), the Replacement Product delivered to Buyer (if any), the calculation of Deemed Delivered Energy (including (i) the quantity of Deemed Delivered Energy that falls within the Curtailment Cap for the applicable Contract Year and (ii) the quantity of Deemed Delivered Energy that exceeds the Curtailment Cap for the applicable Contract Year), Lost Output, and Adjusted Energy Production; the LMP prices at the Delivery Point for each Settlement Period; and the Contract Price applicable to such Product in accordance with Exhibit C; and (b) be in a format reasonably specified by Buyer, covering the Product provided in the preceding month determined in accordance with the applicable provisions of this Agreement."

h. Section 11.1(b)(ii) of the PPA shall be deleted in its entirety and replaced with the following:

"(ii) the failure by Seller to achieve Commercial Operation on or before the Guaranteed Commercial Operation Date, as such date may be extended by Seller's payment of Commercial Operation Delay Damages pursuant to Section 2(c) of Exhibit B, and/or a Development Cure Period pursuant to Section 4 of Exhibit B and/or Seller's delivery of both Pre-COD Replacement RA pursuant to Section 3.8(d) and Pre-COD Replacement Green Attributes pursuant to Section 4.10(g);"

i. Section 11.9 of the PPA shall be deleted in its entirety and replaced with the following:

[redacted]

j. Section 13.6 of the PPA shall be deleted in its entirety and replaced with the following:

"13.6 **Community Benefits**. Seller pledges to deliver One Million Five Hundred Thousand Dollars ($1,500,000.00) to Buyer so that Buyer may direct such amount to community benefits initiatives that directly benefit stakeholders in Buyer's service area. Buyer shall have sole discretion to determine which initiatives will be funded and will provide Seller Notice describing the initiatives Buyer intends to fund. Seller shall make this payment in two parts: (a) Seven Hundred Fifty Thousand Dollars ($750,000.00) within sixty (60) days after the Commercial Operation Date, and (b) Seven Hundred Fifty Thousand Dollars ($750,000.00) within sixty (60) days of the commencement of Contract Year 2. Notwithstanding anything to the contrary in this Section 13.6, Buyer will not make any public statement about the Facility, this Agreement, Seller, or Seller's Affiliates in connection with any community benefits initiatives funded with Seller's community benefits funds paid through this Section 13.6 without the prior written consent of Seller."

k. Sections 2 through 5 of Exhibit B of the PPA shall be deleted in their entirety and replaced with the following:

"2. **Commercial Operation of the Facility**. "**Commercial Operation**" means the condition existing when (i) Seller has fulfilled all of the conditions precedent in Section 2.2 of the Agreement and provided Notice to Buyer substantially in the form of Exhibit H (the "**COD Certificate**"), (ii) Seller has notified Buyer in writing that it has provided the required documentation to Buyer and met the conditions for achieving Commercial Operation, and (iii) Buyer has acknowledged to Seller in writing that Buyer agrees that Commercial Operation has been achieved, which acknowledgement shall not be unreasonably withheld, conditioned or delayed. The "**Commercial Operation Date**" shall be the later of (x) the Expected Commercial Operation Date, or (y) the date on which Commercial Operation is achieved.

a. Seller shall cause Commercial Operation to occur no later than the Guaranteed Commercial Operation Date, as such date may be extended by Seller's payment of Commercial Operation Delay Damages pursuant to Section 2(c) of Exhibit B, a Development Cure Period pursuant to Section 4 of Exhibit B and/or Seller's delivery of both Pre-COD Replacement RA pursuant to Section 3.8(d) and Pre-COD Replacement Green Attributes pursuant to Section 4.10(g). Seller shall notify Buyer that it intends to achieve Commercial Operation at least sixty (60) days before the anticipated Commercial Operation Date.

b. If Seller achieves Commercial Operation for the Facility by the Guaranteed Commercial Operation Date, as may be extended by a Development Cure Period and/or the delivery of both Pre-COD Replacement RA and Pre-COD Replacement Green Attributes but not by the payment of Commercial Operation Delay Damages, all Construction Delay Damages paid by Seller shall be refunded to Seller. Seller shall include a request for refund of the Construction Delay Damages with the first invoice to Buyer after Commercial Operation.

c. Seller may extend the Guaranteed Commercial Operation Date by paying Commercial Operation Delay Damages in advance to Buyer for each day Seller desires to extend the Guaranteed Commercial Operation Date, not to exceed a total of [redacted] days of extensions by such payment of Commercial Operation Delay Damages. If Seller elects to extend the Guaranteed Commercial Operation Date, on or before the date that is ten (10) days prior to the then-current Guaranteed Commercial Operation Date, Seller shall provide Notice and payment to Buyer of the Commercial Operation Delay Damages for the number of days of extension to the Guaranteed Commercial Operation Date [redacted] If Seller achieves Commercial Operation prior to the Guaranteed Commercial Operation Date, as extended by the payment of Commercial Operation Delay Damages or the delivery of both Pre-COD Replacement RA and Pre-COD Replacement Green Attributes, Buyer shall refund to Seller the Commercial Operation Delay Damages for each day Seller achieves Commercial Operation prior to the Guaranteed Commercial Operation Date times the Commercial Operation Delay Damages, not to exceed the total amount of Commercial Operation Delay Damages paid by Seller pursuant to this Section 2(c) of Exhibit B. [redacted]

3. **<u>Termination for Failure to Achieve Construction Start by the Guaranteed Construction Start Date or Commercial Operation by the Guaranteed Commercial Operation Date</u>**. If the Facility has not achieved Commercial

Operation on or before the Guaranteed Commercial Operation Date, as such date may be extended by Seller's payment of Commercial Operation Delay Damages pursuant to Section 2(c) of Exhibit B, a Development Cure Period pursuant to Section 4 of Exhibit B and/or Seller's delivery of both Pre-COD Replacement RA pursuant to Section 3.8(d) and Pre-COD Replacement Green Attributes pursuant to Section 4.10(g), Buyer may elect to terminate this Agreement in accordance with Sections 11.1(b)(ii) and 11.2. If the Facility has not achieved Construction Start on or before the Guaranteed Construction Start Date, as such date may be extended by Seller's payment of Construction Delay Damages pursuant to Section 1(b) of Exhibit B and/or a Development Cure Period pursuant to Section 4 of Exhibit B, Buyer may elect to terminate this Agreement in accordance with Sections 11.1(b)(iv) and 11.2.

4. **Extension of the Guaranteed Dates**. Independent of Seller's extension rights under Section 1 and 2 of this Exhibit B above, the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date shall, subject to notice and documentation requirements set forth below, be extended on a day-for-day basis (the "**Development Cure Period**") for the duration of any and all delays arising out of any of the following circumstances to the extent the following circumstances are not the result of Seller's failure to take all commercially reasonable actions to meet its requirements and deadlines:

a. a Force Majeure Event occurs;

[redacted]

e. Buyer has not made all necessary arrangements to receive the Facility Energy at the Delivery Point by the Guaranteed Commercial Operation Date or Buyer has otherwise breached its obligation(s) under this Agreement; or

[redacted]

[redacted]

5. **<u>Failure to Reach Guaranteed Capacity or Storage Contract Capacity</u>**.

a. *Guaranteed Capacity*. If, at Commercial Operation, the Installed Generating Capacity is less than one hundred percent (100%) of the Guaranteed Capacity, Seller shall have one hundred eighty (180) days after the Commercial Operation Date to install additional capacity such that the Installed Generating Capacity is equal to (but not greater than) the Guaranteed Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as <u>Exhibit I</u> hereto specifying the new

Installed Generating Capacity. If Seller fails to construct the Guaranteed Capacity by such date, Seller shall pay "**Capacity Damages**" to Buyer, within two hundred (200) days following the Commercial Operation Date, in an amount equal to [redacted] for each MW that the Guaranteed Capacity exceeds the Installed Generating Capacity, and the Guaranteed Capacity and other applicable portions of the Agreement shall be adjusted accordingly. Capacity Damages shall not be offset or reduced by the payment of Construction Delay Damages, Commercial Operation Delay Damages, the delivery of both Pre-COD Replacement RA and Pre-COD Replacement Green Attributes or any other form of liquidated damages under this Agreement.

b. *Storage Contract Capacity*. If, at Commercial Operation, the Installed Battery Capacity is less than one hundred percent (100%) of the Storage Contract Capacity, Seller shall have one hundred eighty (180) days after the Commercial Operation Date to install additional capacity such that the Installed Battery Capacity is equal to (but not greater than) one hundred percent (100%) of the Storage Contract Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I hereto specifying the new Installed Battery Capacity. If Seller fails to construct the Storage Contract Capacity by such date, Seller shall pay "**Storage Capacity Damages**" to Buyer, within two hundred (200) days following the Commercial Operation Date, in an amount equal to [redacted] for each MW that the Storage Contract Capacity exceeds the Installed Battery Capacity, and the Storage Contract Capacity and other applicable portions of the Agreement shall be adjusted accordingly. Storage Capacity Damages shall not be offset or reduced by the payment of Construction Delay Damages, Commercial Operation Delay Damages, the delivery of both Pre-COD Replacement RA and Pre-COD Replacement Green Attributes or any other form of liquidated damages under this Agreement."

l. Clauses (a) and (b) of Exhibit C of the PPA shall be deleted in their entirety and replaced with the following:

"(a) Renewable Rate. Buyer shall pay Seller the Renewable Rate for each MWh of Generating Facility Energy, plus Deemed Delivered Energy, if any, only to the extent Deemed Delivered Energy exceeds the Curtailment Cap for the applicable Contract Year, up to [redacted] of the Expected Energy for each Contract Year.

(b) Excess Contract Year Deliveries Over [redacted]. Notwithstanding the foregoing, if, at any point in any Contract Year, (x) the amount of Generating Facility Energy plus the amount of Deemed Delivered Energy, if any, only to the extent such Deemed Delivered Energy exceeds the Curtailment Cap for the applicable Contract Year, exceeds [redacted] of the Expected Energy for such Contract Year, the price to be paid for additional

Generating Facility Energy or Deemed Delivered Energy, if any, only to the extent such Deemed Delivered Energy exceeds the Curtailment Cap for the applicable Contract Year, shall be equal to the lesser of (a) the Delivery Point LMP for the Real-Time Market for the applicable Settlement Interval or (b) fifty percent (50%) of the Renewable Rate, but not less than $0.00/MWh or (y) the amount of Generating Facility Energy plus the amount of Deemed Delivered Energy, if any, only to the extent such Deemed Delivered Energy exceeds the Curtailment Cap for the applicable Contract Year, exceeds [redacted] of the Expected Energy for such Contract Year, the price to be paid for additional Generating Facility Energy or Deemed Delivered Energy, if any, only to the extent such Deemed Delivered Energy exceeds the Curtailment Cap for the applicable Contract Year, shall be equal to $0.00/MWh."

m. Clause (d) of Exhibit C of the PPA shall be deleted in its entirety and replaced with the following:

"(d) Curtailment Payments. Seller shall receive no compensation from Buyer for (i) Generating Facility Energy, (ii) Deemed Delivered Energy curtailed during any Curtailment Period or (iii) Deemed Delivered Energy that falls within the Curtailment Cap during any Buyer Curtailment Period."

n. Clause (g) of Exhibit C of the PPA shall be deleted in its entirety and replaced with the following:

"(g) PTC Amount. If applicable, for new eligible PTC resources, during the period (not to exceed a total of one hundred twenty (120) consecutive months) in which Seller is receiving PTCs, with respect to each individual Contract Year, Buyer shall also pay the PTC Amount for Deemed Delivered Energy in excess of the Curtailment Cap until the sum of Generating Facility Energy plus the amount of Deemed Delivered Energy in excess of the Curtailment Cap exceeds [redacted] of the Expected Energy for any such Contract Year."

[redacted]

[redacted]

4. General.

a. **Representations Regarding this First Amendment.** Each Party represents and warrants that it is authorized to enter into this First Amendment, that this First Amendment does not conflict with any contract, lease, instrument, or other obligation to which it is a party or by which it is bound, which conflict could reasonably be expected to have a material adverse effect on the ability of such Party to perform its obligations hereunder, and that this First Amendment represents its valid and binding obligation, enforceable against it in accordance with its terms.

b. **No Other Amendments.** Except as expressly set forth herein, this First Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Parties under the PPA. This First Amendment shall be governed in all respects by the terms of the PPA *mutatis mutandis*, which remains in full force and effect and unmodified except as expressly set forth herein.

c. **Effectiveness of First Amendment.** This First Amendment shall be effective on the First Amendment Effective Date and shall be binding upon the Parties and their respective permitted successors and assigns.

d. **Entire Agreement.** This First Amendment contains the complete agreement among Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations by or between the Parties, whether written or oral, or any prior course of dealing among them, which may have related to the subject matter hereof in any way.

e. **Conforming References.** Upon the effectiveness of this First Amendment, each reference in the PPA to “this Agreement,” “herein,” or words of like import shall mean and be a reference to the PPA as amended by this First Amendment.

f. **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this First Amendment by electronic means (e.g., email or PDF) will be effective as delivery of an original counterpart to this First Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the Parties have caused this First Amendment to be duly executed as of the First Amendment Effective Date.

Noble Solar LLC, a California limited liability company

By: ______________________________
Name: ____________________________
Title:______________________________

San Diego Community Power, a California joint powers authority

By: ______________________________
Name: ____________________________
Title: ____________________________

Exhibit A

Contract Year	Guaranteed Efficiency Rate (%)
1	[redacted]
2	[redacted]
3	[redacted]
4	[redacted]
5	[redacted]
6	[redacted]
7	[redacted]
8	[redacted]
9	[redacted]
10	[redacted]
11	[redacted]
12	[redacted]
13	[redacted]
14	[redacted]
15	[redacted]
16	[redacted]
17	[redacted]
18	[redacted]
19	[redacted]
20	[redacted]

SAN DIEGO COMMUNITY POWER
Staff Report – Item 12

To:	Board of Directors
From:	Lucas Utouh, Senior Director of Data Analytics and Customer Operations
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Approve Contract No. 2026-33 with Golden Five LLC for Microsoft Licensing Subscription Services (Agreement) for an initial term of three (3) years with two (2) one year renewal options, with a total not-to-exceed amount of $2,000,000 and authorize the Acting Chief Executive Officer to execute contract
Date:	September 24, 2026

Recommendation

Approve Contract No. 2026-33 with Golden Five LLC for Microsoft Licensing Subscription Services (Agreement) for an initial term of three (3) years with two (2) one year renewal options, with a total not-to-exceed amount of $2,000,000 and authorize the Acting Chief Executive Officer to execute contract.

Background

San Diego Community Power (Community Power) relies on Microsoft technologies to support employee productivity, collaboration, cybersecurity, identity management, cloud services, and business operations. These services include Microsoft 365, Exchange Online, Teams, Microsoft Entra, Intune, Microsoft Defender, Azure, Microsoft Copilot, and other Microsoft subscription services used throughout the organization.

To ensure continued access to these critical services and maintain compliance with Community Power's procurement requirements, Community Power conducted an Invitation to Bid (ITB) 26-010 for As-Needed Microsoft License Subscriptions in May 2026 via Community Power's eProcurement platform provider, PlanetBids. The solicitation sought certified vendors capable of providing Microsoft subscription licensing, fulfillment, administration, and related support services. Following completion of the competitive procurement process, Golden Five LLC was selected as the successful bidder.

Analysis and Discussion

The Agreement with Golden Five LLC will provide Community Power with a competitively procured vehicle for acquiring and managing the Microsoft licensing subscriptions required to support ongoing operations. The Agreement provides access to Microsoft productivity, security, cloud, and artificial intelligence services while ensuring efficient license administration and fulfillment. Through this Agreement, Community Power has locked in negotiated Microsoft licensing discounts of 19% to 29% for the full five-year term, resulting in long-term cost savings and pricing stability for anticipated licensing requirements.

Key elements of the scope of work include:

- Provision of Microsoft 365 licensing subscriptions and related services.
- Procurement and management of Microsoft security, identity, endpoint management, and collaboration licenses.
- Support for Microsoft Copilot subscriptions and future Microsoft licensing requirements.
- Access to Azure cloud services and other Microsoft subscription offerings as needed.
- Electronic delivery and fulfillment through Community Power 's Microsoft environment.
- Flexibility to procure equivalent replacement products if Microsoft modifies or retires existing licensing offerings during the contract term.

The proposed Agreement allows Community Power to consolidate Microsoft licensing procurement under a single, competitively awarded contract while supporting organizational growth, cybersecurity initiatives, cloud modernization efforts, and the adoption of artificial intelligence technologies.

Fiscal Impact

The Agreement establishes pricing for Microsoft licensing subscriptions and related services used throughout the organization for an initial term of three (3) years with two (2) one year renewal options, not to exceed $2,000,000, and will be funded through the Information Technology operating budget. Actual annual expenditures will vary based on licensing requirements, staffing levels, and Microsoft service utilization. Azure consumption-based services, where applicable, will continue to be managed through approved annual budget appropriations and actual usage monitoring. Over the full five (5) year term, total expenditure under the Agreement are not to exceed $2,000,000.

Strategic Plan

This action supports Community Power’s strategic objectives related to organizational effectiveness, cybersecurity, operational resiliency, digital transformation, and responsible adoption of cloud and artificial intelligence technologies. Continued access to Microsoft enterprise services enables secure, reliable, and efficient business operations across the organization.

Attachments

A: Professional Services Agreement with Golden Five LLC for Microsoft Licensing Subscription Services

ITEM 12
ATTACHMENT A

SAN DIEGO COMMUNITY POWER
PROFESSIONAL SERVICES AGREEMENT
NO. 2026-33
WITH GOLDEN FIVE LLC

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 GOLDEN FIVE LLC, a California limited liability company ("**Provider**"). SDCP and Provider are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Provider 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, Provider represents that it is an experienced and certified reseller of Microsoft licenses; and

WHEREAS, SDCP desires to engage Provider to render such professional services for the purposes of serving SDCP's Microsoft licensing needs (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. Provider promises and agrees to furnish to SDCP all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply as needed Microsoft licenses 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 three (3) year base term commencing upon the full execution of this Agreement, unless earlier terminated as provided herein. Option Year 1 and Option Year 2 may be executed at SDCP's sole discretion. Provider 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. Provider shall receive compensation, including authorized reimbursements, for the Services rendered under this Agreement at the rates set forth in Exhibit B, attached hereto. SDCP shall compensate Provider 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 MILLION DOLLARS ($2,000,000.00)** ("**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. Provider shall submit to SDCP a monthly itemized statement which indicates work completed and, if applicable, the number of hours of the Services rendered by Provider. 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 thirty (30) 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, Provider agrees to assign the person with the lowest hourly rate who is fully competent to provide the services required. If Provider 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, Provider shall nevertheless, bill at the lower rate.

2.2 Reimbursement for Expenses. Provider 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 Provider 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. Provider 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 Provider.

3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Provider or under its supervision. Provider will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. SDCP retains Provider on an independent contractor basis and not as an employee. Provider 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 Provider shall also not be employees of SDCP and shall at all times be under Provider's exclusive direction and control. Provider 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. Provider 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. Provider shall perform the Services expeditiously, within the term of this Agreement. Provider represents that it has the professional and technical personnel required to perform the Services in conformance with such parameters. In order to facilitate Provider's conformance with the Schedule, SDCP shall respond to Provider's deliverables, communications, and other project-related materials, as applicable, in a timely manner. Upon request of SDCP, Provider 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 Provider shall be subject to the approval of SDCP.

3.4 Subcontracting. Provider 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. Provider shall not accept direction or orders from any person other than SDCP's Representative, or designee.

3.6 Provider's Representative. Provider hereby designates its Contracts Manager, or his or her designee, to act as its representative for the performance of this Agreement ("**Provider's Representative**"). Provider's Representative shall have full authority to represent and act on behalf of Provider for all purposes under this Agreement. Provider'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. Provider 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. Provider 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. Provider represents and maintains that it is skilled in the professional calling necessary to perform the Services. v warrants that all employees and sub-contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Provider 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, Provider 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 Provider's failure to comply with the standard of care provided for herein. Any employee of Provider or its subcontractors who is determined by SDCP to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, 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 Provider and shall not be re-employed to perform any of the Services.

3.9 Laws and Regulations. Provider 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. Provider shall be liable for all violations of such laws and regulations in connection with the Services. If Provider performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to SDCP, Provider shall be solely responsible for all costs arising therefrom. Provider 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. Provider 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, Provider 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. Provider shall, at its expense, procure and maintain for the duration of this 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 Provider, its agents, representatives, employees or subcontractors. Provider shall also require all of its subcontractors to procure and maintain the same insurance for the duration of this 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. Provider 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 Provider 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 Provider or for which Provider 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 Provider's scheduled underlying coverage. Any insurance or self-insurance maintained by SDCP, its directors, officials, officers, employees, agents and volunteers shall be excess of Provider's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Provider 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 Provider 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 Provider.

(D) Professional Liability. Provider 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 Provider. "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. Provider 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) Provider shall provide SDCP at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that Provider 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, Provider 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. Provider shall maintain such coverage continuously for a period of at least three (3) years after the completion of the work under this Agreement. Provider 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 v, 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 Provider 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 Provider or SDCP will withhold amounts sufficient to pay premium from Provider payments. In the alternative, SDCP may cancel this Agreement. SDCP may require Provider 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 <u>Separation of Insureds; No Special Limitations</u>. 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 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by SDCP. Provider 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) Provider 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, Provider 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. Provider 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 Provider, SDCP may approve different scopes or minimum limits of insurance for particular subcontractors.

3.10.9 Safety. Provider shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Provider 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.** Provider shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Provider 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. Provider 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 Provider, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Provider of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Provider shall be compensated only for those Services which have been adequately rendered to SDCP, and Provider shall be entitled to no further compensation. Provider 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 Provider to provide all finished or unfinished Documents and Data and other information of any kind prepared by Provider in connection with the performance of the Services under this Agreement. Provider 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:

Provider: Golden Five LLC
Attn: Nitin Saxena
2655 First Street, Suite 250
Simi Valley, CA 93065

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 Provider under this Agreement ("**Documents & Data**"). Provider 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. Provider represents and warrants that Provider has the legal right to license any and all Documents & Data. Provider makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Provider or provided to Provider 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 Provider under this Agreement, as well as any other such Intellectual Property prepared or developed by or on behalf of Provider 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 Provider, and whether or not developed by Provider. Provider will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of SDCP.

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

(D) All materials and documents which were developed or prepared by Provider 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 Provider. However, unless otherwise identified and stated prior to execution of this Agreement, Provider 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 Provider a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Provider which is the basis or foundation for any derivative, collective, or supplemental work created under this Agreement.

5.3.3 Confidentiality. Commencing on the Effective Date (or, if earlier, the date on which either Party disclosed Confidential Information to the other) and continuing during and after the termination of this Agreement, neither Party shall disclose to any third party, and each Party shall keep strictly confidential, all Confidential Information of the other, protecting the confidentiality thereof with at least the same level of efforts that it employs to protect the confidentiality of its own proprietary and confidential information of like importance to it and in any event, by commercially reasonable means. Each Party may, however, disclose the Confidential Information of the other to those of such Party's personnel, contractors or subcontractors, or agents engaged in a use permitted under this Agreement and with a need to know, provided that such personnel, contractors or subcontractors, or agents: (A) are directed to treat such Confidential Information confidentially and not to use such Confidential Information other than as permitted hereby, and (B) are subject to a legal duty to maintain the confidentiality thereof. Neither Party shall use the Confidential Information of the other Party except as solely necessary in and during the performance of this Agreement, or as expressly licensed hereunder. "**Confidential Information**" means any and all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either disclosed by or made available by a disclosing Party to a receiving Party in connection with the performance of this Agreement. Either Party may disclose Confidential Information to the extent required by law or by order of a court or governmental agency; provided, however, that the receiving Party shall give the disclosing Party prompt notice, and shall use reasonable efforts to cooperate with the disclosing Party, at the disclosing Party's cost, if the disclosing Party wishes to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. No information furnished to the receiving Party which is otherwise known to the receiving Party or is generally known, or has become known, to the related industry shall be deemed confidential. Each Party acknowledges that any breach of any provision of this Section 5.3.3 by either Party, or its personnel, contractors or subcontractors or agents, may cause immediate and irreparable injury to the non-breaching Party, and in the event of such breach, the injured Party is entitled to seek injunctive relief in addition to any and all other remedies available at law or in equity. Provider shall not use SDCP's name or insignia, photographs of the Services, or any publicity pertaining to the Services or the Purpose in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SDCP.

5.3.4 Infringement Indemnification. Provider 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, Provider 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 Provider, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Provider'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. Provider shall defend, at Provider'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. Provider 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. Provider 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. Providers obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Provider, SDCP, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.

5.6.2 If Provider's obligation to defend, indemnify, and/or hold harmless arises out of Provider'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, Provider's indemnification obligation shall be limited to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of Provider, and, upon Provider obtaining a final adjudication by a court of competent jurisdiction, Provider's liability for such claim, including the cost to defend, shall not exceed Provider'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. Provider 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 Provider include all personnel, employees, agents, and subcontractors of Provider, 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. Provider maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement. Further, Provider 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 Provider, 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. Provider 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, Provider shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

5.20 Labor Certification. By its signature hereunder, Provider 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. Provider 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. 2026-33

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	**GOLDEN FIVE LLC**
By: ________________________________	By: ________________________________
Name: John Clark	Name: Prabhat Nigam
Title: Acting Chief Executive Officer	Title: Global CTO

ATTEST:

____
Secretary, SDCP Board of Directors

APPROVED AS TO FORM:

____
SDCP General Counsel

EXHIBIT A
SCOPE OF SERVICES

A. PROJECT OVERVIEW

San Diego Community Power (SDCP) Information Technology (IT) department is seeking a vendor to provide Microsoft license subscriptions that SDCP will use for the next five years. This will include any Microsoft license subscription applications, including but not limited to, Microsoft 365, Azure, Dynamics, Copilot, and Visio. All ordered subscription services will be able to use Microsoft's commercial cloud, not the government cloud. All licenses shall be ordered annually unless otherwise specified.

SDCP shall order 12-month annual licenses unless a different period is specified. If the need arises, SDCP reserves the right to order by the month of co-term licenses. The vendor will invoice SDCP for the license subscription cost in the year that subscription licenses are requested. In the event Microsoft subscription costs increase after an invoice to SDCP has been submitted, the vendor will not charge SDCP for the increase or difference in the cost. The annual license price SDCP pays will remain the same for the entire year.

The vendor shall consolidate all billing accounts in SDCP's Microsoft tenant into a single account.

B. FEE SCHEDULE

The Microsoft published price is defined as the price Microsoft would charge on the open market on the day SDCP notifies the vendor of the order. The vendor shall submit quoted prices as a percentage off Microsoft's published online pricing for all licenses. Fee Schedule shall include a total percent off for all Microsoft licenses, not individual percentages for each license.

Discounts remain fixed relative to Microsoft-published pricing at time of order, but if Microsoft materially changes the program (i.e., SKU retirement, packaging changes), the vendor shall provide documentation (i.e., Microsoft announcement), and with SDCP's approval, vendor shall use the nearest functional equivalent, and the same category discount applies.

C. DELIVERY LOCATION AND SCHEDULE

Deliver electronically to SDCP's Microsoft portal. All items must be received in the SDCP Microsoft portal within fifteen (15) calendar days from the order date.

D. PROJECT DETAILS WITH ANTICIPATED NEED (SDCP)

SDCP anticipates ordering the following Microsoft subscription licenses during the contract term. Quantities shown are estimates and may increase or decrease based on operational needs.

Item	License / Product	Approx. range of purchases	Contract Years (with options)
1	Communications Credits	0 - 10000000	2026-2031
2	Dynamics 365 Commerce	0 - 130	2026-2031
3	Dynamics 365 Customer Insights	0 - 130	2026-2031
4	Dynamics 365 Field Service	0 - 130	2026-2031
5	Dynamics 365 Finance	0 - 130	2026-2031
6	Dynamics 365 Finance Premium	0 - 130	2026-2031
7	Dynamics 365 Human Resources	0 - 130	2026-2031
8	Dynamics 365 Multi-app	0 - 130	2026-2031
9	Dynamics 365 Project Operations	0 - 130	2026-2031
10	Dynamics 365 Sales	0 - 130	2026-2031
11	Dynamics 365 Supply Chain Management	0 - 130	2026-2031
12	Exchange Online (Plan 1)	0 - 130	2026-2031
13	Microsoft 365 Business Premium	0 - 130	2026-2031
14	Microsoft Azure (Consumption)	0 - 130	2026-2031
15	Microsoft Defender for Endpoint Plan 1	0 - 130	2026-2031
16	Microsoft Defender for Endpoint Plan 2	0 - 130	2026-2031
17	Microsoft Defender for Identity	0 - 130	2026-2031
18	Microsoft Defender for Office 365 Plan 1	0 - 130	2026-2031
19	Microsoft Defender for Office 365 Plan 2	0 - 130	2026-2031
20	Microsoft Entra ID P1	0 - 130	2026-2031
21	Microsoft Entra ID P2	0 - 130	2026-2031
22	Microsoft 365 Copilot	0 - 130	2026-2031
23	Microsoft 365 E5 (no Teams)	0 - 130	2026-2031
24	Microsoft Dynamics 365 Customer Service Enterprise	0 - 130	2026-2031
25	Microsoft Dynamics 365 Team Members	0 - 130	2026-2031
26	Microsoft Fabric (Free)	0 - 1000000	2026-2031
27	Microsoft Intune	0 - 130	2026-2031
28	Microsoft Intune Remote Help	0 - 130	2026-2031
29	Microsoft Power Apps Plan (per user) Subscription License	0 - 130	2026-2031
30	Microsoft Power Apps Plan 1 (Qualified Offer) Subscription License	0 - 130	2026-2031
31	Microsoft Power Apps for Developer	0 - 10000	2026-2031
32	Microsoft Power Automate Free	0 - 10000	2026-2031

33	Microsoft Teams Audio Conferencing includes dial-out to USA/CAN only	0 - 130	2026-2031
34	Microsoft Teams Essentials	0 - 130	2026-2031
35	Microsoft Teams Phone Resource Account	0 - 130	2026-2031
36	Microsoft Teams Rooms Basic	0 - 130	2026-2031
37	Microsoft Teams Rooms Pro	0 - 130	2026-2031
38	Microsoft Teams Rooms Standard Subscription License	0 - 130	2026-2031
39	Power Automate Premium	0 - 130	2026-2031
40	Power BI Premium Per User	0 - 130	2026-2031
41	Power Pages vTrial for Makers	0 - 10000	2026-2031
42	Project Plan 1 Subscription License	0 - 130	2026-2031
43	Project Plan 3 Subscription License	0 - 130	2026-2031
44	Project Plan 5 Subscription License	0 - 130	2026-2031
45	Rights Management Adhoc	0 - 50000	2026-2031
46	Teams Phone with Calling Plan (country zone 1 - US)	0 - 130	2026-2031
47	Visio Plan 2 Subscription License	0 - 130	2026-2031
48	AI Builder Capacity Add-On T1	Actuals	2026-2031
49	Office 365 Extra File Storage	1	2026-20231
50	Microsoft 365 Business Basic	0 - 130	2026-2031
51	Microsoft 365 Business Standard	0 - 200	2026-2031
52	Microsoft 365 E7 (Teams and Copilot)	0 - 130	2026-20231

E. GENERAL REQUIREMENTS FOR ALL PRODUCTS WITHIN THIS SCOPE OF WORK

1. The vendor shall certify that it has the certification/specialization level required by **Microsoft** (“**Manufacturer”)** to support both the product sale and product pricing and sell directly to the end-user, in accordance with the applicable **Manufacturer** certification/specialization requirements.
2. The vendor confirms to have sourced all **Manufacturer** products submitted in this offer directly from the **Manufacturer**, in accordance with all applicable laws and policies at the time of purchase.
3. The vendor shall provide **SDCP** with a copy of the End User license Agreement and shall warrant that all **Manufacturer** software is licensed originally to **SDCP** as the original licensee authorized to use the **Manufacturer** Software.
4. In the event there are questions pertaining to the validity of the **Manufacturer's products, SDCP reserves the right to verify the origin of the Manufacturer's** products with **Manufacturer**. In the event the **Manufacturer** Products have not been acquired directly from the **Manufacturer**, **SDCP** further reserves the right to reject the vendor bid and/or return the products for a full refund.

EXHIBIT B
FEE SCHEDULE

[PROVIDED UNDER SEPARATE COVER]

SAN DIEGO COMMUNITY POWER

Staff Report – Item 13

To:	Board of Directors
From:	Colin Santulli, Senior Director of Programs Timothy Treadwell, Associate Director of Programs
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Approve Amendment No. 4 to the Virtual Peaker, Inc. Agreement, Updating the Services and Pricing and Schedules, Adding the Sonnen Battery Integration and Simulated Devices, and Increasing the Agreement's Not-to-Exceed amount by \$1,200,000, Resulting in a Revised Total Not-to-Exceed Amount of \$3,600,000, and Authorize the Acting Chief Executive Officer to execute the Amendment
Date:	September 24, 2026

Recommendation

Approve Amendment No. 4 to the Distributed Energy Resources Management System (DERMS) agreement with Virtual Peaker, Increasing the Agreement's Not-to-Exceed amount by \$1,200,000, Resulting in a Revised Total Not-to-Exceed Amount of \$3,600,000 and authorize the Acting Chief Executive Officer to execute the Amendment.

Background

Load flexibility is a critical element of California's clean energy goals, as it supports decarbonization and grid reliability, while lowering costs and allowing for increased integration and use of renewable energy. Specifically, load flexibility can:

- Help align customer demand with the supply of clean energy, helping integrate new renewables onto the grid.
- Allow for the integration of new loads, while minimizing the requirement for additional generation and grid infrastructure.
- Support electric reliability during extreme climate-induced events, such as extreme heat events and wildfire-induced transmission outages.

At the January 2024 Board of Directors meeting, staff presented the Flex Load Strategy to be implemented across Community Power's programs. The strategy outlined target end use technologies, key points of integration with existing/planned programs, provided a proposed software architecture to drive device dispatch and control, as well as a framework to guide dispatch and device operations. A central element of the strategy is the procurement of a Distributed Energy Resource Management System (DERMS).

In February 2024, staff initiated a process to procure a DERMS platform. The effort began with a market assessment of DERMS solutions and a socialization of the agency's flexible load goals, conducting meetings with several leading vendors. Next, staff contracted with TRC Solution's VPP/DERMS Practice group to support the procurement process. TRC helped conduct requirements gathering with Community Power's Programs and IT/Customer Data teams and formalize the procurement documents and timelines. Staff released the DERMS RFP on June 10, 2024, posting the solicitation on Community Power's procurement page, conducting direct outreach to solution providers, and promoting the procurement through professional networks. Staff ultimately selected Virtual Peaker (VP) as Community Power's DERMS provider and, following Board approval, executed a three-year SaaS agreement with two optional one-year extensions, with a not-to-exceed amount of $2,400,000.

Analysis and Discussion

DERMS Rollout and Flex Load Strategy Implementation

Following contract execution, staff begin implementing the Community Power instance of the Virtual Peaker DERMS platform. After completion of DERMS software orientation and training, work began on launching Smart Home Flex and Solar Battery Savings pilots within the platform. Staff launched the Smart Home Flex Pilot (now renamed "Smart Energy Rewards") in early Q1 of 2025, quickly enrolling 2,000 smart thermostats onto the platform. The DERMS was then used to dispatch these devices during the summer months, with Community Power's monthly RA requirements as triggers for load shed events.

Next, staff migrated 1,900 batteries from the SBS Pilot into the DERMS platform, scheduling daily load shifting schedules for all enrolled devices, enabling centralized management of the resource. As the SBS pilot transitioned to a full program, staff worked with Virtual Peaker to expand the library of battery OEM integrations, created a direct installation module to support contractor lead commissioning of battery systems, and used APIs in the DERMS platform to integrate real-time data on customer eligibility and device status into the application process, streamlining the procedure and reducing the staff time required for application review.

Requested Amendment to Virtual Peaker Contract

Since execution of the agreement on September 26, 2024, Community Power's use of the DERMS platform has evolved in response to the needs of the programs it supports. Consequently, the agreement has been amended three other times to adjust the Statement of Work and related fees. Staff are now seeking a fourth amendment to the agreement, which would include:

- updates to the Google Nest (Renew Home) integration and fees,
- updates to add a sonnen battery OEM integration,
- the addition of simulated devices for operational testing of new capabilities,
- a change to how new OEMs and pricing is added to the agreement, and
- an increase to the agreement's Not-to-Exceed amount by $1,200,000.

Together, these changes will allow existing Flex Load pilots and programs to continue growing, while reducing the administrative burden of making minor changes to the agreement, such as adding new OEMs or responding to updates to manufacturer pricing. The change in the agreement Not-to-Exceed (NTE) does not represent a dollar for dollar increase in direct DERMS costs, but instead covers Board approved OEM passthrough costs, including cloud services fees for battery manufacturers in the Solar Battery Savings Program, as well as providing funding for continued DERMS operation into FY 2027/2028.

Fiscal Impact

Budget to support current fiscal year expenditures under this agreement were approved by the Board in June 2026, through a combination of DERMS, SBS, and Pilot Program budget allocations.

Strategic Plan

This activity supports the strategic plan goal to deliver 150 Megawatts of local capacity from distributed energy resources (DERs) and our Virtual Power Plant by 2035, including expansion of the Solar Battery Savings program.

Attachments

A: Virtual Peaker Contract Amendment No. 4

ITEM 13
ATTACHMENT A

SAN DIEGO COMMUNITY POWER
AMENDMENT NO. 4
TO AGREEMENT 2024-13
WITH VIRTUAL PEAKER, INC.

THIS FOURTH AMENDMENT (this "Fourth Amendment") is made and entered into as of ____________________ by and between SAN DIEGO COMMUNITY POWER, a California joint powers agency ("**SDCP**") and VIRTUAL PEAKER, INC, a Delaware Corporation ("**Consultant**"). SDCP and Consultant are sometimes individually referred to herein as the "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the Parties previously entered into that certain Professional Services Agreement dated September 26, 2024, as amended by Amendment No. 1 ("First Amendment") dated December 16, 2024 to amend the scope, payment and contract schedule; and by Amendment No. 2 ("Second Amendment") dated June 27, 2025 to amend the Statement of Work and related fees ; and by Amendment No. 3 ("Third Amendment") dated May 20, 2026 to amend the Statement of Work and related fees (collectively, "Agreement"); and

WHEREAS, pursuant to the Agreement, Consultant provides scheduling and control services of residential energy loads to SDCP; and

WHEREAS, the Parties desire to amend the Agreement Statement of Work and related fees;[1] and

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. Recitals. The Recitals set forth above are true and correct and are incorporated into the body of this Amendment as though expressly set forth herein.

2. Amendment of Exhibit A. Exhibit A of the Agreement is hereby amended and restated in its entirety as Attachment 1 to this Amendment (Revised Exhibit A), attached hereto and incorporated herein by this reference. The Revised Exhibit A updates the Sections entitled *Services* and *Pricing and Schedules,* including updates to the Google Nest (Renew Home) integration and fees, updates to add the sonnen battery integration, updates to include simulated devices, and an increase to the Agreement's Not-to-Exceed amount by $1,200,000, resulting in a revised total Not-to-Exceed amount of $3,600,000.

3. Addition of Exhibit E. The Agreement is hereby amended to incorporate Exhibit E, attached hereto and incorporated herein by this reference. Exhibit E sets forth additional terms governing additional OEM implementations and the Fuse API External Enterprise Client.

[1] Exhibit A is amended and restated in its entirety by this Amendment. For reference purposes only, additions are shown by underlining and deletions are shown by ~~strikethrough~~. Such formatting is included solely to identify revisions made by this Amendment and shall have no independent legal effect.

4. Effect of Amendment. Except as expressly set forth in this Amendment, all other sections, provisions, exhibits and commitments of the Agreement remain unchanged and in full force and effect.

5. Counterparts. This Amendment may be executed in one or more counterparts, including facsimile counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment between SDCP and Consultant, through their authorized representatives, as of the date first set forth above.

SAN DIEGO COMMUNITY POWER	**VIRTUAL PEAKER, INC.**
______________________________	______________________________
Name: Jack Clark	Name: William J. Burke
Title: Acting Chief Executive Officer	Title: Founder & Chief Executive Officer
Date: ______________________	Date: ______________________

ATTEST:

____
Maricela Hernandez
Secretary, SDCP Board of Directors

APPROVED AS TO FORM:

____

Veera Tyagi
SDCP General Counsel

<u>Attachment 1 to Amendment #4</u>
<u>REVISED EXHIBIT A</u>
(Revised September XX, 2026)
Statement of Work

Introduction

San Diego Community Power (SDCP) is seeking an engagement with Virtual Peaker that will allow SDCP to enroll, dispatch, and analyze data from DERs. This SOW lays out a 3-year engagement with SDCP, with future work detailed in separate documents.

Services

Virtual Peaker will provide SDCP with its Shift (DERMS), Relay (Customer Engagement), and Envision (Load Forecasting) suites.

Virtual Peaker's *Shift* (DERMS) Suite manages electric demand across a variety of device types. The Shift suite applies patented machine learning and real-time control to internet-enabled devices to reduce demand while minimizing the negative impact on the residential customer. Shift connects smart devices to run demand response programs that leverage distributed energy resources (DERs) to reduce cost and peak load. Virtual Peaker's platform provides SDCP with the Utility Portal, a full web platform that allows for SDCP-side users to access all necessary data and information in real-time, manage customer enrollments, call control events, and download/manage data.

The key features of the Shift Suite include:

- Device Integrations: SDCP can leverage Virtual Peaker's existing OEM integrations to manage customer devices
- Utility Portal: Provides real-time management for SDCP, including data analysis, customer enrollments, and event control
- Behavioral and Device Control: Enables control of energy demand by managing customer devices
- Reporting and Analytics: Offers data insights into energy usage and control event effectiveness
- Wholesale Arbitrage: Allows for optimized financial decisions in energy markets
- Shift API: Can be used to connect the Shift suite features to an external utility system

Virtual Peaker's *Relay* (Customer Engagement) Suite provides SDCP with customizable, SDCP-branded tools to engage customers and motivate them to participate in demand response and device control programs. This suite also provides SDCP with tools to streamline program management, including enrollment approvals and customer messaging. It also gives customers insights into their device data, local weather, and usage.

The key features of the Relay Suite include:

- Program Landing Page: Communicates program details, displays eligible devices, and helps recruit customers
- Enrollment Portal: A user-friendly interface where customers can enroll in programs, with Virtual Peaker managing all the manufacturer-specific requirements
- Message Center: SDCP can create branded marketing messages, send device tips, and track campaign results. Messages can also be automatically triggered by certain events, like customer enrollments.
- Direct Messaging: Enables direct communication with customers for seamless engagement and support, allowing SDCP to assist with device enrollment, send reminders, or provide updates
- Homeowner App: A web-based platform where customers can view energy savings, usage, and control their devices. SDCP can also send custom messages and tips through the app.
- Incentive Management: Located in the Utility Portal, this feature allows SDCP to track and manage customer incentives, such as rewards for enrollment and performance. Various incentive types (e.g., gift cards, prepaid cards) can be distributed via email, SMS, or mail.
- Quick Actions Modal: Allows SDCP to quickly verify and bulk approve enrollment applications

The features of the Relay Suite Tier 3 include:

- Unlimited number of program enrollment portals or incentive programs
- Incentive options: digital/physical gift cards, donations, paper checks, digital/physical prepaid cards
- SAML Single Sign On
- Program-level User Roles
- Multi-language support
- Direct messaging with customers through the Virtual Peaker Message Center
- Battery Performance Incentives

<u>Multilanguage Support</u>

Languages:

- Spanish
- Tagalog

Items to be translated:

- Enrollment portals for thermostat and water heater devices
- SDCP messages in the Message Center, event notifications, and event thank you messages
- Homeowner app

SDCP will provide translations for all client-facing materials and will designate a reviewer for all translations to confirm the accuracy of such client-facing materials. Virtual Peaker is not responsible or liable for translation or transcreation errors. A reviewer can submit changes no more than 2 times prior to the materials going live.

Virtual Peaker's *Envision* (Forecasting) Suite provides SDCP with accurate forecasts to ensure your customers have a reliable source of power at the best price. The Envision suite uses machine learning algorithms that constantly improve with real time data to help SDCP make smarter power purchasing and event scheduling decisions. Using the combination of historical load data and real time data, the Envision suite provides SDCP with daily, weekly, and monthly (up to 1 year) forecasts. For customers with battery storage systems connected to the platform, SDCP will be able to forecast battery performance in upcoming events for the selected fleet of batteries.

Integrations

Virtual Peaker will grant SDCP access to device integrations for batteries, thermostats, hot water heaters, EV telematics, and EV chargers.

Client Success & Training

Virtual Peaker will provide an Account Manager and fully-staffed Client Success team that will support SDCP through the setup and deployment of the software. Once launched, Virtual Peaker will provide ongoing support and maintenance to the SDCP team. The Virtual Peaker team will work with SDCP staff to set up an ongoing cadence for check-ins that is convenient for both teams. Virtual Peaker will not provide direct support, like call centers, to SDCP's customers or program participants.

Virtual Peaker will also provide training sessions on the use of Virtual Peaker platform's functionality for SDCP personnel, including technical or customer-facing staff.

Pricing and Schedules

Agreement Value

This agreement has a not to exceed value of $3,600,000~~2,400,000~~ over three years from the date of contract execution, with options for two one-year extensions.

Annual Platform Fees

All Virtual Peaker platform fees are subject to a price increase equal to CPI+2% annually or 5%, whichever is higher.

	Annual (Subscription)	**Setup (One-time)**
Shift (DERMS) and *Relay* (Customer Engagement) Suites	$135,000	Waived
Relay Suite – Tier 3 (Includes Language Support: Spanish & Tagalog)	$40,000 (Includes: $30,000 upgrade fee which includes Spanish; $10,000 annual fee for Tagalog)	$12,000 (Includes: $5,000 for Spanish; $7,000 for Tagalog)
Envision Load Forecasting Suite	$90,000	$6,000
Total	**$265,000**	**$18,000**

* Virtual Peaker will discount the one-time setup fees contingent upon contract execution by Oct 1, 2024.

Includes:

- Device(s): Unlimited
- Number of manufacturers (OEMs): Unlimited
- Customized email messages (SMS available for additional fees)
- Behavioral events
- Load-shifting events
- Emergency events
- Cloud-based real time control
- Customized baseline
- Analytics and reporting
- Program enrollment portals with customized questions
- Utility-branded landing page
- Message Center for email and SMS
- Homeowner web-based application
- Web analytics through Google Analytics
- Incentive processing for enrollment, participation, and performance (when available) - digital gift cards, checks, physical gift cards, and donations. Each incentive program will require a SOW that defines the estimated incentive budget, incentive per customer or device, type of incentive, and general process to send incentives.
- Exportable csv files for data/reporting
- SAML SSO
- Security role assignment for multi-tenant

- Wholesale arbitrage - available to enable when SDCP wants to do price-based dispatch. Additional $9 per device fee applies for each device dispatched using wholesale arbitrage.
- Formations - Hierarchical grouping
- Day ahead, two week ahead, and up to year ahead load forecasting. The standard load forecast incorporates weather data, additional data sources can be incorporated into the load forecast if needed. The additional data sources (if needed) will be defined during implementation.
- DER performance forecasting

Integration Fees

	Annual (Subscription)	**Setup (One-time)**
MIDAS integration	$15,000	N/A
Virtual Peaker *Fuse*~~*Shift*~~ API Personal Clients and Internal Enterprise Clients (can be used to push data to other SDCP systems)	$15,000	N/A
Any new OEM integration **not using Virtual Peaker *Gravity Connect* API**	N/A	$30,000
Any new system integration **not using Virtual Peaker *Fuse*~~*Shift*~~ API**	TBD	TBD

Each system integration may involve an additional scope of work that will outline the delivery timeline.

Device fees

In addition to the annual subscription fee above, Virtual Peaker will charge per device fees. These fees will be invoiced on the first day of the month following enrollment, and will continue to be invoiced thereafter on an annual basis. Fees decline for additional devices as a program scales, and Virtual Peaker may update device fees in future SOWs.

Device Count	**Virtual Peaker Per Device Fee (Annual)**
1-5,000	$12.00
5,001-10,000	$10.80
10,001-25,000	$9.60
25,001+	$9.00

OEM fees

Virtual Peaker will pass through OEM fees from device manufacturers. Any OEM fees or device fees will be invoiced on the first day of the month following enrollment. Relevant OEM fees for this SOW are included in the table. OEM fees are subject to change. Virtual Peaker will make efforts to proactively inform SDCP of any pricing changes. In the event of any changes in OEM fees, the parties shall follow the process in Exhibit E.

OEM	OEM Per Device Fee (Annual)	Additional Fees
ecobee	$15.00	$10,000 per year
Mysa	$6.00	$2,000 setup fee
Google Nest**	$18.00~~15.00~~	$25,000~~10,000~~ setup fee
Honeywell	$24.00 for first 30k, $12.96 after 30k	$7,500 setup fee
Amazon Smart Thermostat	$24.00 for first 30k, $12.96 after 30k	N/A
Emerson / Sensi	$15.00	$5,000
Tesla Powerwall	$110.04 (This may change upon contracting)	$15,000 setup fee (This may change upon contracting)
Enphase	$87.00	~~API fees may be .007 per each API call exceeding 1,000 / month. This fee is per site. Virtual Peaker will concentrate API calls to minimize per unit fees.~~
SolarEdge	$89.16	$11,000 setup fee
Generac PWRcell	TBD~~$60.00~~	TBD~~$10,000 per year~~
Emporia	$144.00	TBD
FranklinWH	$60.00	$10,000 setup fee
EV Telematics	$36.00	$10,000 annual fee
ChargePoint	$36.00	$10,000 setup fee
Wallbox	$36.00	$10,000 setup fee
~~Enel X Way~~	~~$90.00~~	~~$25,000 setup fee~~
~~EvoCharge~~	~~TBD~~	~~TBD~~
~~Flo~~	~~$60.00~~	~~$15,000~~
Rheem	$20.00	TBD
AO Smith	$17.50	$10,833

OEM	OEM Per Device Fee (Annual)	Additional Fees
Aquanta	$8.00	$5,000 annual minimum
Armada	$12.00	TBD
e-Radio	$6.00	TBD
NeoVolta	$0	$0
Fortress Power	$0	$0
SkyCentrics*	$36.00	$10,000 set up fee
Lunar Energy	$36/device/year	$0
sonnen***	$75/device/year	$0
Simulated d~~D~~evices****	N/A	$500 setup fee, $1,750 annual fee

*SkyCentrics Integration - Virtual Peaker's integration with SkyCentrics is in development and will be available for customer use in a Beta phase until deemed otherwise at the sole discretion of Virtual Peaker. Upon successful completion of the Beta phase, Virtual Peaker will add SkyCentrics to the official library of integrated OEMs. While the integration is in Beta, SDCP understands that:

- Enrollments, device connections, controls, and reporting may not be available during certain periods of time.
- Ticket response times may be delayed as OEM coordination is deemed necessary to resolve issues at scale.
- Virtual Peaker will add SkyCentrics to SDCP's hot water heater enrollment portal.
- The devices will be available in SDCP's provider platform in production.

**Google Nest Integration and Fees - Virtual Peaker's integration with Google Nest is amended in the Fourth Amendment.

- Modification and Schedule of Fees. The Parties agree to amend the fee structure outlined in Exhibit A (Pricing and Schedules) specifically regarding this integration. The OEM annual per-device fee is $18.00. The original one-time setup fee of $10,000 for Google Nest is hereby deactivated and superseded in its entirety. Effective as of the execution date of this Amendment, the total one-time setup fee for the Google Nest via Renew Home integration is updated to $25,000, which shall be payable by SDCP according to the following schedule:
    - Pre-Execution Payment: Virtual Peaker invoiced SDCP an initial installment of $10,000 prior to the full execution of the Fourth Amendment on July 13, 2026.

- ■ Post-Execution Payment: SDCP shall pay the remaining balance of $15,000 after the Fourth Amendment is fully executed. Virtual Peaker shall invoice SDCP for this remaining balance upon execution.

All other data transmission terms, and programmatic obligations relating to the Renew Home/Google Nest integration remain unchanged and in full force and effect.

***sonnen Integration - Virtual Peaker's integration with sonnen is in development and will initially be available for customer use in a Beta phase until deemed otherwise at the sole discretion of Virtual Peaker. Upon successful completion of the Beta phase, Virtual Peaker will add sonnen to the official library of integrated OEMs. While the integration is in Beta, SDCP understands that:

- Enrollments, device connections, controls, and reporting may not be available during certain periods of time.
- Ticket response times may be delayed as OEM coordination is deemed necessary to resolve issues at scale.
- Virtual Peaker will add sonnen to SDCP's battery enrollment portal.
- The devices will be available in SDCP's provider platform in production.

Notwithstanding any flat-rate or uniform OEM pass-through fees listed elsewhere in the Agreement, the Annual Virtual Peaker Per Device fees for all active and enrolled sonnen devices shall be calculated and invoiced based on the same progressive tiers that applies to the other battery manufacturers, as provided above under Device Fees.

****Simulated Devices - Virtual Peaker will add simulated devices, which include batteries, to the existing Shift DERMS suite, which will give SDCP the ability to manage, analyze, dispatch, and report upon enrolled simulated devices. While simulated devices attempt to mimic real devices, simulated devices are not guaranteed to be a complete and accurate representation of real devices. Simulated devices do not account for specific OEM limitations. In some cases, simulated devices are more capable compared to a real device because of OEM limitations.

Virtual Peaker does not anticipate any custom development to add simulated devices. Any new integrations will require a separate Amendment.

Annual Virtual Peaker Per Device Fees for simulated devices are consistent with the per device fees provided above in the Device Fees section. Additional Fees for simulated devices are included in the OEM Fees table.

Implementation Schedule

SDCP will launch a 3-year program with Virtual Peaker's *Shift*, *Relay*, and *Envision* suites to leverage smart thermostats, hot water heaters, and residential batteries.

Please note that all programs and their timelines are ~~highly~~ contingent upon a completed agreement with the OEMs. Any new OEM or system integration will require a completed SOW prior to determining a completion date.

Below is a high-level timeline for implementation and program launch. These dates are subject to change depending on contract execution timing.

Milestone	Target Date	Comments
Contract execution	September 26, 2024	Signed and returned
Implementation starts	Immediately upon contract execution	Virtual Peaker platform configuration/implementation starts
OEM configuration	Weeks 1-12	Virtual Peaker to complete agreements with OEMs.
Begin prioritized system integrations	Weeks 1 and beyond	Prioritized system integrations include: MIDAS
Begin forecasting setup and model training	Weeks 1 and beyond	Exact timeline for load forecasting setup will be determined by quality of historical data and number of data sources incorporated into the forecast
Program launch - thermostats	12-15 weeks post contract execution	Devices ready for enrollment and dispatch within the Virtual Peaker platform
Program launch - HWH	August 2025~~Week 12-TBD. Highly dependent on completed SOWs with OEMs.~~	Devices ready for enrollment and dispatch within the Virtual Peaker platform
Program launch - batteries	June 2025~~**Dependent on battery OEM approval**~~	Virtual Peaker platform ready for battery enrollment and dispatch
AMD #03 Execution	May 20, 2026	Signed and returned
Implementation Begins	Within 1 week after AMD #03 execution	Platform configuration and implementation starts
AMD #03 OEMs Added	Within 8 weeks post AMD #03 execution	Lunar Energy is enabled within SDCP's instance of Virtual Peaker for device control
AMD #03 Enrollment Portal Updated	Within 8 weeks post AMD #03 execution	Lunar Energy is added to the enrollment form

Milestone	Target Date	Comments
AMD #04 Execution	TBD	Signed and returned
AMD #04 Google Nest	July 29, 2026	Google Nest/Renew Home transitioned to Standard Program
AMD #04 Simulated Devices	Within 4 weeks post AMD #04 Execution	Simulated devices are added to SDCP's instance of Virtual Peaker for device control
AMD #04 OEMs Added	Within 8 weeks post execution of SOW with sonnen	sonnen enabled within SDCP's instance of Virtual Peaker for device control
AMD #04 Enrollment Portal Updated	Within 12 weeks post execution of SOW with sonnen	sonnen added to SDCP enrollment portal

Incentives

SDCP seeks to create an incentive account for its Smart Home Flex program, which will allow SDCP to manage and process incentives from the Virtual Peaker platform. SDCP funds used for incentives must be transferred to Virtual Peaker in advance. Virtual Peaker will invoice SDCP for the projected program incentive amount below and, once received, transfer this amount to a dedicated non-interest-bearing escrow account for SDCP. Through the Relay Suite, SDCP can manage incentives payments, drawing down the escrow account to pay customers (i.e., program participants). The tool is located within the Utility Portal and allows the utility to track, approve, and deny incentives.

In the case that SDCP does not fully use its incentive budget, there are several options for handling the remaining funds:

1. Re-allocate to another program: The unused incentive budget can be redirected to support another demand response program.
2. Carry forward to the next year: The budget can be carried over to the next year, contributing to future or existing programs.
3. Refund to SDCP: If necessary, the unused incentive account value can be refunded to SDCP, allowing them to allocate the funds as needed.

Incentive Account Funding	Amount
SDCP Incentive Account	$275,000
Total	**$275,000**

Incentive Design

Program Name: Smart Home Flex

<u>Device Types:</u> Thermostats and Water Heaters

<u>Incentive Delivery Method:</u> Digital Pre-paid Visa Gift Cards

<u>Incentive Design:</u>

- Water Heaters
  - Enrollment: $50
  - Participation: $15/year
    - No opt-out or event requirements. This is for being enrolled in the program annually.
    - There are no household limits on water heater enrollments.
- Thermostats
  - Enrollment: $50
  - Seasonal: $25/season (Summer and Winter)
    - No opt-out or event requirements. This is for being enrolled in the program seasonally.
    - There are no household limits on thermostat enrollments.

Incentive Processing Fees

Additionally, Virtual Peaker charges an annual fee that allows a maximum number of incentives to be sent on behalf of the SDCP to customers (i.e., program participants) for the program. SDCP has chosen the option that allows for any amount up to 8,500 incentives to be sent from the platform at the agreed-upon annual fee below. If the maximum number of incentives is reached before the end of the yearly period, additional incentive amount options can be purchased and added.

Type	Quantity	Annual Fee
Digital Pre-paid Visa Gift Cards	Up to 8,500 incentives	$23,800

Virtual Peaker will invoice the day after contract execution for Virtual Peaker's account setup and annual fees.

EXHIBIT E

Section 1: OEM Additions and Implementation

(a) Streamlined Implementation Mechanism. To ensure streamlined deployment, the activation of a new OEM integration not listed on the OEM Fees and changes to the OEM Fees shall not require a formal written amendment to this Agreement. Instead, onboarding and changes to the OEM Fees shall be authorized via the following streamlined process:

(i) SDCP can request the current pricing of OEMs via email, which Virtual Peaker will promptly provide.

(ii) SDCP can request the addition of an OEM by providing written email authorization to the Virtual Peaker Account Manager.

(ii) Upon receipt of SDCP's written authorization, the specific fees detailed in the then-current OEM Fees for that OEM shall be deemed approved and incorporated into the program's billing structure. Virtual Peaker will invoice in accordance with the billing cycles established in Section 5 of this Agreement.

Section 2: External Enterprise Client Accounts - Fuse API Access

(a) The parties agree to the following definitions of Fuse API clients:

(i) "Personal Client" means an API client credential (of the Fuse API – formerly Shift API and Envision API) issued to and associated with a single, named individual user account within SDCP's Provider organization. A Personal Client's access is limited to the intersection of (a) the API scopes enabled for SDCP's Provider organization by SDCP's Compliance Manager and (b) the role(s) assigned to the associated individual user within the platform.

(ii) "Internal Enterprise Client" means an API client credential associated with a non-user service account used by SDCP for system-to-system integration within SDCP's own organization. Internal Enterprise Clients are configured and controlled entirely by SDCP's Compliance Manager and are not associated with any individual user account.

(iii) "External Enterprise Client" means an API client credential associated with a non-user service account used by, with, or on behalf of any third party that is not an employee or internal system of SDCP, including without limitation partners, vendors, contractors, or other external integrators acting on SDCP's behalf. External Enterprise Clients are intended for use exclusively by the external API partner identified in the applicable order form or account setup record.

(b) Grant of Access and Scope of Data. Virtual Peaker shall provide SDCP Personal Client access and one associated External Enterprise Client access to the Fuse API. Fuse API includes access to the product formerly known as Shift API and includes access to products formerly known as Envision API and Relay API. Fuse API will enable SDCP and/or the External Enterprise Client to programmatically retrieve load and weather forecast data generated by the Envision (Load Forecasting) Suite for integration into SDCP's own systems.

The Fuse API, in addition to the previous capabilities of *Shift* API, shall support retrieval of (i) current forecast data across available time horizons, and (ii) historical forecast data for a specified past date and time horizon. The specific endpoints, request parameters, and data fields available shall be governed by Virtual Peaker's then-current API documentation, which Virtual Peaker may update from time to time to reflect new functionality, corrections, or improvements.

(c) Fees. The annual fee and for Fuse API access will be invoiced upon activation:

Item	Virtual Peaker Annual Fee
Fuse API External Enterprise Client	$15,000 per external client

The following fee will be invoiced if the option is selected by SDCP:

Item	Virtual Peaker Fee
One (1) “Block” of ten (10) additional live support hours per twelve- (12-) month service period	$9,770 per “Block”

Retroactive Re-Pricing for External Use. Customer's Personal Clients and Internal Enterprise Clients are licensed for use solely by Customer's own personnel and internal, non-user service accounts. If Virtual Peaker determines that any Personal Client or Internal Enterprise Client has been used to provide API access to, on behalf of, or for the benefit of any external third party, Virtual Peaker may reclassify such client as an External Enterprise Client and retroactively invoice Customer the difference between the External Enterprise Client fee and the fees actually paid, calculated from the date such use began. Customer agrees to pay amounts articulated in this Amendment and previous Agreements invoiced under this section within the contracted invoicing terms.

(d) No Warranty of Specific Functionality. SDCP acknowledges that the Fuse API is under active development as of the execution date of this Amendment, and that specific endpoints, data fields, or formatting described in any product roadmap, sales material, or informal communication are subject to change prior to and following release. The anticipated release for access to scopes formerly known as Envision API is within 45 calendar days after Amendment execution. Virtual Peaker's obligations with respect to the Fuse API are limited to the access and documentation described in subsections (b) above.

(e) Continuity of Terms. Save for the explicit grant of access and terms outlined in subsections (a) through (d) above, all other pricing fees, adjustment terms, and baseline programmatic terms in the Agreement remain unchanged and in full force and effect.

SAN DIEGO COMMUNITY POWER

SAN DIEGO COMMUNITY POWER

Staff Report – Item 14

To:	Board of Directors
From:	Jen Lebron, Sr. Director of Public Affairs
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Approve Second Amendment to Agreement with The San Diego Foundation for Community Grant Program Administration Services, to add the FY2026-27 Scope of Work and Fees for the Final Contractual Year, and Authorize the Acting Chief Executive Officer to Execute the Second Amendment
Date:	September 24, 2026

Recommendation

Approve the Second Amendment to the Agreement between San Diego Community Power (Community Power) with The San Diego Foundation (SDF) for Community Grant Program Administration Services, to add the FY2026-27 Scope of Work and Fees for the final contractual year, and authorize the Acting Chief Executive Officer to execute the Second Amendment.

Background

On October 2, 2023, Community Power entered into an agreement with SDF to support the administration and implementation of Community Power's Community Clean Energy Grants. To date, the program has successfully provided over $3.5 million to nonprofits and public agencies advancing clean energy projects.

The proposed Second Amendment adds Exhibit D, FY 2026-27 Scope of Work and Fees, which applies solely to FY 2026-27 and represents the final contractual year of the agreement, which does not provide for the preparation and execution of another grant cycle and associated grant reporting. The proposed scope shifts services toward impact evaluation, communicating the program's outcomes, strengthening nonprofit capacity, and identifying opportunities to advance clean energy projects and future investment.

Staff plans to release a Request for Proposals (RFP) later this fall to procure grant administration services for the next five years of the grants program.

Analysis and Discussion

The FY 2026-27 scope of work is organized into three primary areas:

I. **<u>Community Grant Program Impact Assessment</u>**

SDF will design, develop, and deliver a comprehensive assessment of the Community Clean Energy Grants' 2023–2026 grant cycles. The assessment will evaluate the regional impacts of funded projects and identify lessons and opportunities to inform future investment strategies. The assessment will include a final written report and presentation deck for stakeholder dissemination, including an executive summary, case studies, data dashboards, ArcGIS mapping, visual elements, and recommendations with actionable funding strategies.
Key activities will include:

- Collecting, reviewing, and synthesizing grant cycle data, reports, and stakeholder input;
- Analyzing regional impacts of funded projects;
- Developing an evaluation framework addressing clean energy outcomes, equity and community impact, and system-level impacts;
- Assessing the public-philanthropic partnership model, including roles, responsibilities, governance, funding flows, and comparisons to traditional grantmaking models;
- Identifying sector gaps and unmet funding needs; and
- Supporting dissemination of findings to stakeholder groups and external networks.

II. **<u>Stories of Impact Strategic Communications Campaign</u>**

SDF will co-develop and implement a strategic communications campaign highlighting the impacts of the investments and Community Power's role in advancing the regional clean energy transition. Deliverables will include:

- A communications campaign strategy, messaging framework, and content calendar;
- Two co-branded blog posts;
- Social media content and campaign assets;
- Photography and/or video content from events and site visits, as applicable;
- Community-facing educational and promotional content;
- At least two site visits to selected demonstration projects;
- One co-hosted community event with relevant stakeholders; and
- A post-campaign impact summary.

The campaign will provide an opportunity to elevate grantee accomplishments and demonstrate the broader regional impact.

III. Peer Learning Cohort – Accelerating a Transition to Clean Energy

SDF will facilitate a nonprofit-focused peer learning cohort designed to strengthen clean energy knowledge, collaboration with Community Power, and project implementation readiness. As part of this work, SDF will design and implement the learning series, recruit participating organizations, facilitate learning opportunities, coordinate guest speakers and technical modules, provide participant support, and cultivate clean energy project opportunities in the region. The cohort will also be exposed to funding opportunities that could advance clean energy implementation.

Task Orders will be issued prior to commencement of work and following approval by the Board of Directors.

Fiscal Impact

The amendment establishes four scheduled payments for FY 2026-27 totaling $97,616.56, based on the payment schedule included in Exhibit D. Funds are appropriated within the Community Clean Energy Grants project in the FY2026-27 Capital Investment Plan budget.

The first two payments include fees associated with administration of the approved annual program budget and additional leveraged funding sources associated with the 2026 Community Clean Energy Grants cycle. These first payments also include additional funding for blogs, publishing, social media posts, and editing and copy support for the proposed impact assessment report. The last two payments are retainers for SDF staff time.

Strategic Plan

This activity supports the strategic plan goals by strengthening community partnerships, advancing clean energy initiatives that benefit local stakeholders, and building knowledge to guide future program investments and community impact.

Attachments

A: Second Amendment to the Agreement between San Diego Community Power and The San Diego Foundation

ITEM 14
ATTACHMENT A

SECOND AMENDMENT TO THE

AGREEMENT BETWEEN SAN DIEGO COMMUNITY POWER AND THE SAN DIEGO FOUNDATION

As of October 2, 2023

Amendment Effective Date: ____________________

This Second Amendment is made and entered into by and between The San Diego Foundation ("Contractor"), a California nonprofit corporation, and San Diego Community Power ("SDCP"), a California joint powers agency. Effective upon the Amendment Effective Date, SDCP and Contractor hereby agree to amend that certain Agreement Between SDCP and Contractor originally dated October 2, 2023 and amended July 31, 2024 (collectively, "Agreement").

For good and sufficient consideration, including the mutual covenants set forth in this Amendment, all of the following terms, conditions, covenants, and representations set forth in this Amendment are hereby incorporated by reference as part of the Agreement, which collectively shall hereafter constitute the "Agreement."

I. Amendment to Agreement. The Agreement is hereby amended by adding Attachment 1 to Second Amendment titled, Exhibit D - FY 2026-27 Scope of Work and Fees, attached here and incorporated herein in its entirety.

II. Effect of Amendment. Except as otherwise provided herein, all other sections, provisions, exhibits and commitments of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Second Amendment as of the Amendment Effective Date.

THE SAN DIEGO FOUNDATION	**SAN DIEGO COMMUNITY POWER**
By: ____________________________________	By: ______________________________________
Name: Matt Fettig	Name: Jack Clark
Title: Chief Investment Officer & Chief Financial Officer	Title: Acting Chief Executive Officer

ATTEST:

____

Maricela Hernandez
Secretary to the SDCP Board of Directors

APPROVED AS TO FORM:

____

Veera Tyagi
SDCP General Counsel

Attachment 1 to Second Amendment
Exhibit D - FY 2026-27 SCOPE OF WORK AND FEES

Exhibit D shall apply solely to FY 2026-2027. Contractor shall provide strategic planning, impact evaluation, communications, and capacity-building services to strengthen the impact of SDCP's Community Grant Program during its final contractual year (FY 2026-27) on a budget-based fee structure to be defined in each Task Order following SDCP's Board approval of the program budget. The work shall focus on long-term organizational capacity, cross-sector collaboration, strategic communications, and investment readiness rather than direct project implementation, as the remainder of the contract does not allow for the preparation and execution of another grant cycle and all associated reporting.

The Contractor shall complete the following:

I. Community Grant Program Impact Assessment

Contractor shall design, develop, and deliver a comprehensive impact assessment of the 2023-2026 grant cycles, covering approximately 53 projects/programs and over $3.6 million in investments.

Contractor shall deliver one (1) final written Impact Assessment Report and a presentation deck for stakeholder dissemination that include at a minimum: an executive summary, three (3) case studies, data dashboards, ArcGIS mapping, and visual elements to support findings, and recommendations with actionable funding strategies.

<u>Tasks</u>

- Grantee management and reporting
- Collect, review, and synthesize grant cycle data, reports, and stakeholder input
- Analyze regional impacts of funded projects
- Develop an evaluation framework for total investments, measurable clean energy outcomes, equity and community impact, and system-level spillover effects
- Conduct analysis of the public-philanthropic partnership model, including roles and responsibilities, governance structure, funding flows, and comparisons to traditional grantmaking models
- Identify sector gaps and unmet funding needs
- Support strategic dissemination to stakeholder groups and external networks

II. Stories of Impact Strategic Communications Campaign

Contractor shall co-develop and implement a strategic communications campaign highlighting the impacts of the Community Grant Program investments and Community Power's role in advancing regional clean energy transition efforts.

Contractor shall deliver a communications campaign strategy, an editorial/content calendar, two (2) co-branded blog posts, a social media toolkit and campaign assets, photography and/or video content from events and site visits (if applicable), one (1) community event with relevant stakeholders, and a post-campaign impact summary.

<u>Tasks</u>

- Develop campaign strategy, messaging framework, and content calendar
- Produce two co-branded blogs to be published on sdfoundation.org
- Social media post to announce the blogs and the report
- Coordinate at least two site visits to selected demonstration projects
- Develop community-facing educational and promotional content
- Plan and/or support one (1) co-hosted community event

III. Accelerating a Transition to Clean Energy

Contractor shall facilitate nonprofit-focused peer learning series to strengthen clean energy knowledge, collaboration with Community Power, and project implementation readiness.

Contractor will be responsible for the identification of learning resources, outreach and engagement, and cultivating clean energy project opportunities in San Diego. Contractor will conclude with a report summarizing areas of need, project implementation opportunities, and recommendations to accelerate clean energy project financing and implementation capacity.

<u>Tasks</u>

- Co-design learning series framework and curriculum
- Identify meeting facilitators
- Recruit participating organizations
- Facilitate structured learning sessions
- Coordinate guest speakers and technical modules
- Manage participant engagement
- Landscape analysis of clean energy project opportunities in the region
- Research and identify funding opportunities to advance clean energy implementation

IV. Invoice Schedule and Fees

Task Orders will be issued prior to commencement of work and after the program budget is approved by the SDCP Board of Directors (anticipated in June of each year). SDCP will pay Contractor in four (4) payments. The anticipated invoice schedule and fees are outlined in the table below.

Anticipated Invoice Schedule	Administration Fee Description	Calculated Fees
September 2026	Payment equal to ¼ of 15% of approved SDCP annual program budget + ½ of 15% of any additional SDCP and leveraged funding sources that Contractor will distribute + ½ of 8% of any leveraged funding sources that Contractor will not distribute.	$36,308.28
December 2026	Payment equal to ¼ of 15% of approved SDCP annual program budget + ½ of 15% of any additional SDCP and leveraged funding sources that Contractor will distribute + ½ of 8% of any leveraged funding sources that Contractor will not distribute. $6,000 for blogs, publishing and accompanying social media posts for each blog, and for editing and copy support for the report	$42,308.28
March 2027	Retainer payment equal to ½ of 20% of Contractor staff time	$9,500
June 2027	Retainer payment equal to ½ of 20% of Contractor staff time	$9,500

Contractor shall promptly refund to SDCP any deposited Administration Fees for services not yet provided in the event SDCP terminates this Agreement prior to completion of the FY2026-27 scope of work. Contractor will refund deposited Administration Fees, less reasonable amounts for services satisfactorily provided through the effective date of termination, which amount shall not exceed the Administration Fee associated with the Invoice Schedule described above.

SAN DIEGO COMMUNITY POWER

Staff Report – Item 15

To:	Board of Directors
From:	Jannies Burlingame, Chief Financial Officer/Treasurer Jeb Spengler, Associate Director of Strategic Finance and Procurement Christopher Stephens, Procurement Manager
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Approve a Contract with Neighborhood National Bank for Qualified Public Depository Services for the Period of September 24, 2026, through August 30, 2031, and Authorize the Acting Chief Executive Officer to Execute the Contract
Date:	September 24, 2026

Recommendation

Approve a contract with Neighborhood National Bank for Qualified Public Depository Services ("Agreement") for the period of September 24, 2026, through August 30, 2031, and authorize the Acting Chief Executive Officer to execute the Agreement.

Background

San Diego Community Power (Community Power) issued RFP No. 26-012, Community Banking & Qualified Depository Services, to establish a qualified public depository relationship with a community-based financial institution capable of safely holding public funds while supporting Community Power's objective of directing deposits to institutions serving local communities within its service territory. The solicitation was intentionally limited to deposit placement and related depository banking services and did not include investment management, investment advisory services, or discretionary authority over Community Power funds.

The Request for Proposals (RFP) was publicly advertised from May 19 through June 19, 2026, resulting in seven (7) proposals from qualified financial institutions. Proposals were evaluated by a cross-functional evaluation panel in accordance with the criteria established in the RFP. Following completion of proposal evaluations and interviews, Neighborhood National Bank was identified as the highest-ranked proposer across criteria that included background and experience, personnel and organizational capacity, technical approach and deposit services capabilities, community banking and deposit placement approach, implementation plan and schedule, fees, and local employment/community footprint.

Analysis and Discussion

Staff's recommendation to award a contract to Neighborhood National Bank is based on their demonstrated alignment with Community Power's community banking objectives. The bank is headquartered in San Diego and is a U.S. Treasury-certified Community Development Financial Institution (CDFI). In its proposal, the bank described its focus on lending activities that support small businesses, affordable housing, economic development, and low- and moderate-income communities. The evaluation panel also identified the bank's local presence, qualified public depository status, implementation approach, and favorable cost proposal as significant strengths.

The Agreement authorizes Community Power to establish and maintain a qualified public depository relationship with Neighborhood National Bank. In addition to receiving and safeguarding deposits, the Agreement includes ancillary banking services necessary to establish and administer the depository relationship, including account setup, account administration, authorized signatory management, account structure configuration, user access management, account reporting, collateralization support, and other operational functions associated with maintaining Community Power's deposit accounts. These services are provided solely in support of the depository relationship and do not include investment management, investment advisory services, or discretionary authority over Community Power funds.

Per the terms of the solicitation, Community Power staff anticipates directing around $10 million in total Community Power cash deposits with Neighborhood National Bank. Per terms of the Agreement, Neighborhood National Bank has indicated that it may receive no more than $15 million in total deposits from any one institution and the Agreement limits the maximum deposit amount to $15 million.

Staff recommends approval of the Agreement because it satisfies Community Power's public fund safeguarding requirements while advancing the agency's objective of supporting local community-based financial institutions and promoting economic activity within the communities served by Community Power. While the precise economic impact will depend on the bank's deployment of deposits, placing approximately $10 million with a certified CDFI is expected to support increased local lending capacity in Community Power's service territory. CDFIs are required to file Annual Certification and Data Collection Reports which include information on their loan portfolios in order to maintain their CDFI status. In order to qualify as a CDFI, the bank is required to make 60% of loans annually to qualified low- and moderate-income census tracks, in both dollars funded and number of loans made. Neighborhood National Bank has maintained its CDFI status since 1997.

Fiscal Impact

The proposed Agreement and terms of the solicitation authorize Community Power to place up to $15 million on deposit with Neighborhood National Bank, subject to Community Power's Investment Policy and applicable public depository requirements. The Agreement establishes the contractual framework under which Community Power may place deposits and does not represent an expenditure for banking services. Deposits remain subject to applicable FDIC insurance limits and collateralization requirements for public deposits. Based on the submitted proposal, no banking fees are anticipated for the services contemplated under the Agreement.

Committee Review

This item was presented at the Finance and Risk Management Committee at their September 17 meeting. Committee members unanimously recommended Board approval of this item.

Strategic Plan

The proposed Agreement supports Community Power's objective of partnering with local community-based financial institutions while maintaining prudent stewardship of public funds. The Agreement advances Community Power's community banking objectives by establishing a qualified public depository relationship with a local institution while maintaining compliance with Community Power's investment and public fund safeguarding requirements.

Attachments

A: Community Banking and Qualified Public Depository Services Agreement with Neighborhood National Bank

ITEM 15
ATTACHMENT A

SAN DIEGO COMMUNITY POWER
PROFESSIONAL SERVICES AGREEMENT
NO. 2026-36
WITH NEIGHBORHOOD NATIONAL BANK

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 NEIGHBORHOOD NATIONAL BANK, a Federally Chartered National Banking Association ("**NNB**"). SDCP and NNB are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, NNB 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, NNB represents that it is experienced in providing commercial banking services, is licensed in the State of California, and is familiar with the plans of SDCP; and

WHEREAS, SDCP desires to engage NNB to render such professional services for purposes of the placement of deposits (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. NNB promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **commercial banking services to include placement of deposits** 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 be from September 24, 2026 to August 30, 2031, unless earlier terminated as provided herein. NNB 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. NNB 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 NNB 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 ONE DOLLAR ($1.00) ("**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 Billing and Charges. Any fees or charges billed under this Agreement shall be supported by customary banking statements, reports, invoices, or other documentation sufficient for SDCP to verify the amount and basis of the fee and/or charge.

2.1.3 RESERVED.

2.2 Reimbursement for Expenses. NNB 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 NNB 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. NNB 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 NNB.**

3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by NNB or under its supervision. NNB will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. SDCP retains NNB on an independent contractor basis and not as an employee. NNB 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 NNB shall also not be employees of SDCP and shall at all times be under NNB's exclusive direction and control. NNB shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Services under this Agreement and as required by law. NNB 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. NNB 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. NNB represents that it has the professional and technical personnel required to perform the Services in conformance with such parameters. In order to facilitate NNB's conformance with the Schedule, SDCP shall respond to NNB's deliverables, communications, and other project-related materials, as applicable, in a timely manner. Upon request of SDCP, NNB shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3 Reserved.

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

Scott R. Andrews, Chief Executive Officer
Debra Warren, Chief Operations Officer
Melyn Acasio, Community Development Officer

3.6 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. NNB shall not accept direction or orders from any person other than SDCP's Representative, or designee.

3.7 NNB's Representative. NNB hereby designates Scott R. Andrews, Chief Executive Officer, or his designee, to act as its representative for the performance of this Agreement ("**NNB's Representative**"). NNB's Representative shall have full authority to represent and act on behalf of NNB for all purposes under this Agreement. NNB'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.

3.8 Coordination of Services. NNB 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.

3.9 Standard of Care; Performance of Employees. NNB 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. NNB represents and maintains that it is skilled in the professional calling necessary to perform the Services. NNB warrants that all employees and sub-contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, NNB 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, NNB 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 NNB's failure to comply with the standard of care provided for herein. Any employee of NNB 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 NNB and shall not be re-employed to perform any of the Services.

3.10 Laws and Regulations. NNB 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. NNB shall be liable for all violations of such laws and regulations in connection with the Services. If NNB performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to SDCP, NNB shall be solely responsible for all costs arising therefrom. NNB 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.

3.11 Insurance.

3.11.1 Time for Compliance. NNB 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, NNB 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.

3.11.2 Minimum Requirements. NNB 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 NNB, 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); and (2) *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. NNB 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.

3.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or NNB 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) Reserved.

(C) Workers' Compensation and Employers Liability Coverage.

(i) NNB 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 NNB 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 NNB.

(D) Professional Liability. NNB 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 NNB. "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. NNB 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) NNB shall provide SDCP at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that NNB 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, NNB 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. NNB shall maintain such coverage continuously for a period of at least three (3) years after the completion of the work under this Agreement. NNB 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 NNB, 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 NNB 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 NNB or SDCP will withhold amounts sufficient to pay premium from NNB payments. In the alternative, SDCP may cancel this Agreement. SDCP may require NNB 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.

3.11.4 <u>Separation of Insureds; No Special Limitations</u>. 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.

3.11.5 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by SDCP. NNB 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) NNB shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.11.6 <u>Acceptability of Insurers</u>. 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.

3.11.7 <u>Verification of Coverage</u>. Within ten (10) days of the Effective Date, NNB 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.

3.11.8 <u>Subcontractor Insurance Requirements</u>. NNB 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 NNB, SDCP may approve different scopes or minimum limits of insurance for particular subcontractors.

3.11.9 Safety. NNB shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, NNB 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, equipment and other safety devices 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.** NNB shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. NNB 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. NNB 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 NNB, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to NNB of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, NNB shall be compensated only for those Services which have been adequately rendered to SDCP, and NNB shall be entitled to no further compensation. NNB 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 NNB to provide all finished or unfinished Documents and Data and other information of any kind prepared by NNB in connection with the performance of the Services under this Agreement. NNB 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:

NNB: Neighborhood National Bank
Attn: Scott R. Andrews
305 E. 8th Street
National City, CA 91950

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 NNB pursuant to the Scope of Services set forth in Exhibit A under this Agreement ("**Documents & Data**"). NNB 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 pursuant to the Scope of Services under this Agreement. NNB represents and warrants that NNB has the legal right to license such Documents & Data, if applicable. NNB makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than NNB or provided to NNB 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) All materials and documents, including 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**"), which were developed or prepared by NNB 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 NNB. NNB represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

(B) SDCP is granted by NNB a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by NNB to the extent any derivative, collective, or supplemental work is created by NNB for SDCP pursuant to the Services to be provided under this Agreement.

(C) For the avoidance of doubt, nothing in this Section 5.3.2 shall limit the rights of SDCP to access any records, reports, procedures, or other materials needed for administration of this Agreement or for any other needs of SDCP, including for regulatory compliance or audit procedures.

5.3.3 Confidentiality. Commencing on the Effective Date (or, if earlier, the date on which either Party disclosed Confidential Information to the other) and continuing during and after the termination of this Agreement, neither Party shall disclose to any third party, and each Party shall keep strictly confidential, all Confidential Information of the other, protecting the confidentiality thereof with at least the same level of efforts that it employs to protect the confidentiality of its own proprietary and confidential information of like importance to it and in any event, by commercially reasonable means. Each Party may, however, disclose the Confidential Information of the other to those of such Party's personnel, contractors or subcontractors, or agents engaged in a use permitted under this Agreement and with a need to know, provided that such personnel, contractors or subcontractors, or agents: (A) are directed to treat such Confidential Information confidentially and not to use such Confidential Information other than as permitted hereby, and (B) are subject to a legal duty to maintain the confidentiality thereof. Neither Party shall use the Confidential Information of the other Party except as solely necessary in and during the performance of this Agreement, or as expressly licensed hereunder. "**Confidential Information**" means any and all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either disclosed by or made available by a disclosing Party to a receiving Party in connection with the performance of this Agreement. Either Party may disclose Confidential Information to the extent required by law or by order of a court or governmental agency; provided, however, that the receiving Party shall give the disclosing Party prompt notice, and shall use reasonable efforts to cooperate with the disclosing Party, at the disclosing Party's cost, if the disclosing Party wishes to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. No information furnished to the receiving Party which is otherwise known to the receiving Party or is generally known, or has become known, to the related industry shall be deemed confidential. Each Party acknowledges that any breach of any provision of this Section 5.3.3 by either Party, or its personnel, contractors or subcontractors or agents, may cause immediate and irreparable injury to the non-breaching Party, and in the event of such breach, the injured Party is entitled to seek injunctive relief in addition to any and all other remedies available at law or in equity. NNB shall not use SDCP's name or insignia, photographs of the Services, or any publicity pertaining to the Services or the Purpose in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SDCP.

5.3.4 Infringement Indemnification. NNB 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, NNB 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 involving gross negligence, willful misconduct or fraud of NNB, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of NNB'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. NNB shall defend, at NNB'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. NNB 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. NNB 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. NNB's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by NNB, SDCP, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.

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 reserves the right to engage other consultants for services that may be similar to the Services under this Agreement.

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

5.12 Assignment or Transfer. NNB 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 NNB include all personnel, employees, agents, and subcontractors of NNB, 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. NNB maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for NNB, to solicit or secure this Agreement. Further, NNB 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 NNB, 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. NNB 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, NNB shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

5.20 Labor Certification. By its signature hereunder, NNB 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. NNB 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. 2026-36

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	**NEIGHBORHOOD NATIONAL BANK**
By: ______________________________	By: ______________________________
Name:	Name: Scott R. Andrews
Title:	Title: Chief Executive Officer

ATTEST:

____
Secretary, SDCP Board of Directors

APPROVED AS TO FORM:

____
SDCP General Counsel

EXHIBIT A
SCOPE OF SERVICES

Task 1 – Account Setup and Implementation

NNB shall establish all accounts and services required to support SDCP's deposit placement and related banking functions, including:

- Establishment of deposit accounts and related sub-accounts
- Completion of all account documentation and authorized signatory setup
- Configuration of account structure, system access, and user permissions
- Coordination of onboarding and transition activities, including with any incumbent institution

a. Task 1 Deliverables

- Account establishment and authorization documentation
- Implementation and deposit placement plan
- Confirmation of account setup and readiness for use

Task 2 – Community Depository Services

- NNB shall receive and maintain deposits of SDCP funds and serve as a qualified public depository in accordance with California Government Code §53630.5 and related statutes.

NNB shall:

- Accept and maintain SDCP deposits in demand deposit accounts or other permitted deposit products (certificates of deposit)
- Provide **FDIC insurance** in excess of insured limits in accordance with California Government Code §53649
- Safeguard deposited funds
- Support account structures that enable SDCP to place funds with the selected financial institution

a. Task 2 Deliverables

- Account establishment and deposit documentation
- Collateralization and insurance documentation
- Periodic account statements and balance reporting

Task 3 – Deposit Administration and Balance Management

NNB shall provide services necessary to support the administration, monitoring, and transparency of SDCP deposits, including:

- Maintenance of deposit account balances and access to funds

- Provision of account information necessary to monitor deposited funds
- Support for interest-bearing deposit accounts, earnings credits, or similar structures, as applicable

a. Task 3 Deliverables
- Account balance reporting and transaction summaries
- Documentation of deposit terms (interest, earnings credits, or similar features)
- Access to account-level transaction detail

Task 4 – Limited Treasury and Payment Services
NNB shall provide only those treasury services necessary to facilitate the movement of funds into and out of deposit accounts, including:
- Automated Clearing House (ACH) services
- Domestic wire transfer services
- Online banking access to initiate and approve transactions
- Basic transaction controls, including user access and approvals

a. Task 4 Deliverables
- Transaction records and reporting (ACH, wire, deposits)
- Online system access and user configuration

Task 5 – Reporting and Audit Support

NNB shall support SDCP's financial oversight and audit requirements related to deposited funds, including:
- Routine reporting of account balances and activity
- Access to historical transaction records
- Support for audit and financial reporting requirements

a. Task 5 Deliverables
- Account statements and transaction records
- Exportable financial data
- Audit support documentation

Task 6 – Security, Compliance, and Safeguarding of Funds

NNB shall implement appropriate safeguards to protect public funds, including:
- Security controls for account access and transactions
- Fraud prevention measures appropriate for public agency banking
- Business continuity and disaster recovery capabilities
- Notification of any suspected or confirmed incidents affecting SDCP funds

a. Task 6 Deliverables

- Security and controls documentation
- Incident notification and reporting
- Business continuity documentation

Task 7 – Relationship Management and Accountability

NNB shall provide ongoing relationship management and transparency regarding the deposit relationship, including:

- Designated point of contact for account management
- Ongoing communication regarding account status and services
- Responsiveness to SDCP inquiries and requests

a. Task 7 Deliverables

- Relationship management contact information
- Documentation of support and escalation procedures

Task 8 – Optional / As-Needed Services

SDCP may request additional services, subject to mutual agreement, such as:

- Interest-bearing deposit products or earnings credit programs
- Sweep arrangements structured in compliance with applicable public funds requirements
- Additional reporting or treasury tools
- Any optional services shall be expressly authorized in writing and incorporated into the Agreement.

- ACH and wire capabilities
    - NNB has online wire and ACH origination capabilities and has robust fraud prevention measures in place to prevent losses. Clients can also originate wires by email. Verification procedures are in place and are designed to eliminate fraudulent transactions.

- Online banking access and controls
    - Online banking is available for funds on deposit with NNB and via IntraFi. SDCP will designate and control authority and access levels to online banking.

- Transaction monitoring and reporting
    - SDCP will receive monthly electronic statements, including a consolidated monthly statement showing all funds in all reciprocal depositories
    - Monthly statements will detail deposit amount, interest rates and interest earned month-to-date and year-to-date.

- Security and access controls

  - SDCP will set the level of online banking access to all accounts and will have administrator rights to change, edit or delete access 24 hours a day, 365 days a year. (For NNB not Intrafi.)

- Fraud prevention measures
  - NNB employs a multi-layered fraud prevention system, with internal, dual approval limits. In addition, no wires are sent without a verbal verification call back to an SDCP authorized signer.

- Incident notification protocols
  - Chief Operations Officer Debbie Warren monitors all incidents and is responsible for customer and NNB staff notifications. NNB has a communication system set up via a third-party vendor to be able to communicate with staff using multiple media channels.

- Business continuity and disaster recovery capabilities
  - NNB has detailed and extensive business continuity and disaster recovery plans.
  - NNB conducts table-top exercises at least annually to simulate situations that require either or both disaster recovery and business continuity.

- Account and transaction reporting - exportable data formats
  - NNB has exportable data capabilities for all accounts

EXHIBIT B
SCHEDULE OF SERVICES

NEIGHBORHOOD NATIONAL BANK				
RATE & TERM PROPSOAL				
CERTIFICATES OF DEPOSIT - VIA INTRAFI CDARS PROGRAM				
DEPOSIT AMOUNT	**$5,000,000**			
TERM	**DOLLAR AMOUNT**	**ANNUAL PERCENTAGE RATE**	**ANNUAL PERCENTAGE YIELD**	**EARLY WITHDRAWAL PENALTY**
1 YEAR	$ 500,000	3.75%	3.82%	6 MONTHS INTEREST
2 YEAR	$ 1,000,000	3.95%	4.03%	1 YEAR INTERST
3 YEAR	$ 1,250,000	4.00%	4.08%	1 YEAR INTERST
4 YEAR	$ 1,250,000	4.05%	4.13%	1 YEAR INTERST
5 YEAR	$ 1,000,000	4.10%	4.18%	1 YEAR INTERST
TOTAL	**$ 5,000,000**			
DEPOSIT AMOUNT	**$10,000,000**			
TERM	**DOLLAR AMOUNT**	**ANNUAL PERCENTAGE RATE**	**ANNUAL PERCENTAGE YIELD**	**EARLY WITHDRAWAL PENALTY**
1 YEAR	$ 1,000,000	3.80%	3.87%	6 MONTHS INTEREST
2 YEAR	$ 2,000,000	4.00%	4.08%	1 YEAR INTERST
3 YEAR	$ 2,500,000	4.05%	4.13%	1 YEAR INTERST
4 YEAR	$ 2,500,000	4.10%	4.18%	1 YEAR INTERST
5 YEAR	$ 2,000,000	4.15%	4.24%	1 YEAR INTERST
TOTAL	**$ 10,000,000**			
DEPOSIT AMOUNT	**$15,000,000**			
TERM	**DOLLAR AMOUNT**	**ANNUAL PERCENTAGE RATE**	**ANNUAL PERCENTAGE YIELD**	**EARLY WITHDRAWAL PENALTY**
1 YEAR	$ 1,500,000	3.85%	3.92%	6 MONTHS INTEREST
2 YEAR	$ 3,000,000	4.05%	4.13%	1 YEAR INTERST
3 YEAR	$ 3,750,000	4.10%	4.18%	1 YEAR INTERST
4 YEAR	$ 3,750,000	4.15%	4.24%	1 YEAR INTERST
5 YEAR	$ 3,000,000	4.20%	4.29%	1 YEAR INTERST
TOTAL	**$ 15,000,000**			

PRICING NARRATIVE

- Assumptions used in developing pricing:
  Pricing of the certificates of deposit were set based on a margin over the current U.S. Treasury Bill of the equivalent maturity. Rates are fixed until maturity.

- Volume-based discounts or tiers:
  Rates and terms offered are tiered based on the total deposit amount.

- Additional services included at no cost:
  Fully FDIC insured money market account option via IntaFi with sweep capabilities is available on request.

- Limitations or exclusions:
  The maximum deposit amount NNB will accept is $15 million.

The pricing proposal shown above is tiered based on the total amount of deposits placed with NNB. The maximum amount NNB will accept from SDCP is $15 million and we have taken a laddered approach to our proposal for all three deposit amounts proposed, with higher yields offered on larger dollar amounts. The amounts offered per term is pro-rata on each of the deposit amounts. Early withdrawal penalties are shown for each maturity.

NNB can offer a money market product with a sweep feature via an IntraFi product called ICS. It has the same FDIC insurance coverage features and works the same as the CDARS product in terms of placing reciprocal deposits with other financial institutions below the FDIC insurance limit. If a money market account is preferred by SDCP, a separate agreement would be required to provide for advance notice of withdrawal of funds.

EXHIBIT C
FEE & RATE SCHEDULE

TABLE 1: ACCOUNT AND MAINTENANCE FEES

Description	Fee	Assumptions/Notes
Monthly Account Maintenance Fee	$0.00	
Online Banking Access	$0.00	
Reporting / Statement Fees	$0.00	
Other Recurring Fees	$0.00	
Minimum Balance Requirement (if any)	$0.00	
Compensating Balance Requirement (if any)	$0.00	

TABLE 2: TRANSACTION FEES

Description	Fee	Assumptions/Notes
ACH (Incoming)	$0.00	
ACH (Outgoing)	$0.00	
Wire Transfer (Domestic Incoming)	$0.00	
Wire Transfer (Domestic Outgoing)	$0.00	
Other Transaction Fees (please specify)	None - $0.00	

TABLE 3: IMPLEMENTATION & ONBOARDING FEES

Description	Fee	Assumptions/Notes
Account Setup / Onboarding	$0.00	
Implementation Support	$0.00	
Training	$0.00	

TABLE 4: ADDITIONAL SERVICES (OPTIONAL)

Description	Fee	Assumptions/Notes
Interest-bearing deposit account structure (if applicable)	$0.00	
Earnings credit rate (if applicable)	_____% or _____Basis Points	N/A
Sweep structures (if compliant with public funds requirements and not involving investment products)	$0.00	Sweep products tied to a money market account are available if requested.
Additional services	$0.00	NONE

SAN DIEGO COMMUNITY POWER
Staff Report – Item 16

To:	Board of Directors
From:	Lee Friedman, Associate Director Strategic Initiatives Lucas Utouh, Sr. Director Data Analytics & Customer Operations
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Adopt Resolution to Approve the Addition of the City of Coronado as a Member of San Diego Community Power
Date:	September 24, 2026

Recommendation

Adopt Resolution No. 2026-15, approving the addition of the City of Coronado (Coronado) as a member of San Diego Community Power (Community Power).

Background

Community Power was formed in October 2019 by the cities of San Diego, Chula Vista, Encinitas, La Mesa and Imperial Beach. In 2021, Community Power established a New Member Agency policy to support the expansion of Community Power to other interested public agencies and, subsequently, the County of San Diego and the City of National City elected to join and were admitted in Community Power in 2021.

Since 2023, Community Power has been providing electric service to nearly 1 million customers across its seven member agencies.

Coronado began exploration of joining a Community Choice Aggregator in 2022 after the adoption of their Climate Action Plan. Through a multi-year thorough examination by Coronado City staff, several consultants, and a CCA Subcommittee, the Coronado City Council unanimously approved an ordinance and resolution to seek membership with Community Power on July 21, 2026.

In preparation for the Coronado vote, Community Power staff conducted a feasibility study which is attached to this item for reference (Attachment A).

Analysis and Discussion

Per the New Member Agency policy, Community Power staff has conducted a feasibility study, including a pro forma analysis, evaluating the potential impacts of providing service Coronado.

The assessment involved a study to understand the potential increase in electric load and the additional energy resources needed to serve Coronado. The study also estimated the incremental costs associated with energy resource procurement as well as incremental revenues that would be derived from electricity sales to Coronado customers and other services necessary to support Community Choice Aggregation (CCA) service expansion to Coronado customers. These factors were jointly evaluated to determine whether any operating surpluses could be generated, on a projected basis, for the benefit of Community Power and its customers.

Community Power staff analyzed the prospective electric accounts to estimate the costs and revenues associated with expanding Community Power service to Coronado. The analysis incorporated 2024 and 2025 historical electric usage data provided by SDG&E for Coronado's CCA-eligible electric accounts reflecting bundled electricity customers of SDG&E, excluding those who take service from Direct Access providers.

Fiscal Impact

For purposes of the fiscal impact analysis, it is assumed that Community Power would initiate service to Coronado customers in March 2028 with PowerOn as the default service option and that the agency could procure 100% of the eligible load, understanding that customers may choose to opt out.

Based on the findings, it is estimated that Coronado's additional customer base would yield average net revenues approximating $1.2 million over the 2028 and 2029 fiscal years, and approximately $1.8 million in net revenues in 2030.

Table 3: Incremental Fiscal Impact Related to Prospective Expansion

Category	2028	2029	2030
Energy Costs ($ million)	$(7.1)	$(9.3)	$(9.7)
Non-Energy Costs ($ million)	$(0.1)	$(0.1)	$(0.1)
Revenue ($ million)	$8.4	$10.6	$11.6
Net Margin ($ million)	$1.2	$1.2	$1.8

Impact on Voting

Voting is impacted any time a new member is added. There are two levels of voting, the first is the so-called “one entity one vote” with majority rules. In this case the seven members casting votes will be increased to eight. It is expected the vast majority of votes will be taken in this equal vote method. Under certain circumstances a “weighted vote” may be called for. This method is a form of proportional voting by energy load. To date, this method of voting has not been used by the Board. The table below shows the “voting shares” impact of Coronado joining the current configuration of members.

Member	Share (MWh)	Share Weight	Allocation of City of San Diego Share above 49%	Calculated Voting Share (City of SD capped at 49%)**
San Diego (City)	5,434,949	65.88%		**49.00%**
San Diego County	1,471,410	17.84%	8.83%	**26.66%**
Chula Vista	636,459	7.72%	3.82%	**11.53%**
Encinitas	190,807	2.31%	1.14%	**3.46%**
La Mesa	186,642	2.26%	1.12%	**3.38%**
National City	180,643	2.19%	1.08%	**3.27%**
Imperial Beach	64,217	0.78%	0.39%	**1.16%**
Coronado	84,437	1.02%	0.51%	**1.53%**
Total	8,249,564	100.0%	16.88%	**100.00%**

**Based on calendar year 2025 historical data as received from SDG&E.*

Strategic Plan

The addition of the City of Coronado as a member of San Diego Community Power supports the agency’s mission and strategic goals by strengthening its ability to establish Community Power as a trusted public agency that collaborates and engages with other local governments and stakeholders.

Attachments

A: City of Coronado Feasibility Study
B: Resolution 2026-15 to Approve the City of Coronado Membership

ITEM 16
ATTACHMENT A

San Diego Community Power New Membership Assessment

City of Coronado

July 2026

1. Introduction

   The City of Coronado (Coronado) has engaged with San Diego Community Power (Community Power) to explore the possibility of joining Community Power as a new member agency and receiving Community Power's electric service. Community Power staff assessed the financial and resource planning implications of expanding Community Power service to eligible electric customers within Coronado (who are currently receiving bundled electric service from the incumbent utility, San Diego Gas & Electric, or SDG&E).

   The assessment involved a study to understand the potential increase in electric load and the additional energy resources needed to serve Coronado. The study also estimated the incremental costs associated with energy resource procurement as well as incremental revenues that would be derived from electricity sales to Coronado customers and other services necessary to support Community Choice Aggregation (CCA) service expansion to Coronado customers. These factors were jointly evaluated to determine whether any operating surpluses could be generated, on a projected basis, for the benefit of Community Power and its customers.

2. Overview of the City of Coronado

   Incorporated in 1890, the City of Coronado is a seaside community located by the San Diego Bay and the Pacific Ocean in San Diego County. The city is connected to Imperial Beach by the Silver Strand and to San Diego by the San Diego-Coronado Bridge. Covering 13.5 square miles, Coronado has a resident population of about 24,000.

   Coronado's City Council approved a Climate Action Plan (CAP) on March 15, 2022. The CAP is a comprehensive planning document that outlines specific activities the city can implement to reduce greenhouse gas emissions. During the CAP hearing, the City Council directed staff to provide a future report on CCA feasibility for its review and consideration, as joining a CCA may better meet CAP goals by reducing greenhouse gas emissions.

City staff subsequently contracted with a consultant, ICF, to prepare a white paper that independently assessed the options, risks, benefits and impacts of potentially joining a CCA. Staff presented the white paper to the City Council at its June 6, 2023, meeting. The Council received the report and directed staff to further evaluate the City's options for joining one of the two CCAs operating in San Diego County. Staff subsequently commissioned the University of San Diego Energy Policy Initiative Center (EPIC) to prepare a report on the two CCAs, provide a comparative analysis and assess potential benefits and risks of the City joining either CCA. EPIC's report and findings were presented to the City Council at its June 3, 2025, meeting.

A CCA Subcommittee proposal and work plan were presented and adopted at the June 17, 2025, Council meeting. On November 18, 2025, the Council considered whether to update its CAP. After an update and discussion, the Council decided to delay a full CAP overhaul and to focus on high-impact projects and review peer cities' approaches. Entry into a CCA continued to be identified as a high-impact project to meet the goals of Coronado's CAP. Most recently, on February 17, 2026, the Council voted unanimously to begin the process of joining Community Power.

Community Power is a California Joint Powers Authority formed on October 1, 2019, for the purpose of establishing a CCA program through which to serve the retail electric service accounts of five Community Power communities, including the cities of Chula Vista, Encinitas, Imperial Beach, La Mesa and San Diego. In April 2023, Community Power expanded service and enrolled customers in the unincorporated communities of San Diego County and the City of National City.

3. Analysis of Coronado's historical energy use

Community Power staff analyzed the prospective electric accounts to estimate the costs and revenues associated with expanding Community Power service to Coronado. The analysis incorporated 2024 and 2025 historical electric usage data provided by SDG&E for Coronado's CCA-eligible electric accounts reflecting bundled electricity customers of SDG&E, excluding those who take service from Direct Access providers.

Table 1 summarizes the average annual net electric usage data for all customer class groups in Coronado. Historical data indicate that Coronado customers use approximately 84,437 MWh of electric energy per year on average. This historical data was adjusted for expected load growth and used as the basis for the projections.

Table 1: City of Coronado Electric Energy Data

Customer Class	Coronado Average Annual Net Load (MWh)
Residential	40,891
Small Commercial	9,242
Medium Commercial	17,905
Large Commercial & Industrial	15,790
Agricultural	609
Streetlighting	0
Total	84,437

4. Load impact on Community Power's existing energy use

Compared to Community Power's base energy load derived from 2024 and 2025 data and summarized in Table 2 below by customer class, Coronado's average net annual energy load would add approximately 1% to the total annual energy load served.

Table 2: City of Coronado and Community Power Electric Energy Data

Customer Class	Coronado Average Annual Net Load (MWh)	Community Power Average Annual Net Load (MWh)
Residential	40,891	3,182,448
Small Commercial	9,242	1,021,725
Medium Commercial	17,905	1,613,132
Large Commercial & Industrial	15,790	1,594,667
Agricultural	609	218,316
Streetlighting	0	46,810
Total	84,437	7,677,098

5. Proforma analysis

For purposes of the fiscal impact analysis, it is assumed that Community Power would initiate service to Coronado customers in March 2028 with PowerOn as the default service option and that we could procure 100% of the eligible load, understanding that customers may choose to opt out.

On June 25, 2026, Community Power reported participation rates for existing member jurisdictions ranged between 91.7% to 98.2%. To quantify the anticipated financial impacts on Community Power, the incremental costs and revenues associated with the prospective service expansion are examined. More specifically, the year of enrollment and the next two calendar years following expanded service, i.e., the period beginning

March 1, 2028, through December 31, 2030, were analyzed to determine likely fiscal impacts over a multi-year planning period. The incremental revenue surplus - based on the difference between projected costs and revenues directly related to the addition of Coronado accounts - represents the expected fiscal benefit related to expansion. Incremental revenues were projected based on forecasted electricity sales and Community Power rates. The incremental cost analysis accounts for requisite power supplies needed to serve accounts within Coronado, increased customer billing charges, customer service support (call center), SDG&E service fees and required statutory customer notices associated with serving additional customers.

Table 3 reflects the estimated incremental fiscal impact to each calendar year commencing with and immediately following the enrollment of Coronado accounts.

Table 3: Incremental Fiscal Impact Related to Prospective Expansion

Category	2028	2029	2030
Energy Costs ($ million)	$(7.1)	$(9.3)	$(9.7)
Non-Energy Costs ($ million)	$(0.1)	$(0.1)	$(0.1)
Revenue ($ million)	$8.4	$10.6	$11.6
Net Margin ($ million)	$1.2	$1.2	$1.8

In consideration of current market conditions, the incremental fiscal impact analysis indicates that adding Coronado customer accounts to Community Power's current customer base would provide benefits to Community Power in the form of incremental surplus revenues, compared to the status quo, that could be used for the general operations of Community Power that benefit all ratepayers. It is estimated that expanding Community Power service to Coronado would increase net margins by approximately $1.2 million in 2028. This benefit accrues due to the margins generated by increased retail electricity sales relative to anticipated costs. It is worth noting that power supply costs and other market conditions may change over time, and, to the extent such changes occur, actual net revenues could materially differ from the net revenue projections reflected in Table 3.

Although relatively minimal, additional costs related to the prospective expansion would be incurred during the year preceding enrollment of Coronado accounts. These costs would relate to strategic communications, education and outreach activities, required customer noticing, regulatory and legal representation, internal operations, resource planning and electric procurement activities necessary to successfully integrate Coronado and its customers into Community Power's existing customer base. There would also be increased working capital requirements to address changes in cash flow. Community Power is projected to have sufficient cash liquidity to internally fund pertinent activities related to the prospective expansion.

6. Next steps

This assessment concludes that under base case assumptions, extending service to Coronado would financially benefit Community Power by generating additional net surpluses that could be used for the benefit of all customers served by the agency. Due to wholesale market volatility, there is a wide range of likely outcomes, ranging from strongly positive if power prices decrease to slightly negative if power prices increase. Extending service to Coronado would increase Community Power's sales volume by approximately 1% and would require a small increase in resource acquisition.

Municipalities that join an existing CCA must follow a structured process to transition their residents to CCA service under an opt-out program. The outline below provides detailed steps and associated timelines for the process. Community Power service will begin 12 to 18 months after all steps have been completed:

- July 21, 2026 – Coronado City Council reviews and votes on feasibility study results; adopts Joint Power Agency agreement and CCA ordinance.[1]

- September 24, 2026 – Community Power Board of Directors votes on admitting Coronado.

- By December 31, 2026 – Community Power files implementation plan amendment with California Public Utilities Commission.

- March 2028 – Anticipated date for Community Power to start service for Coronado

[1] An ordinance requires two public hearings and an additional 30 days to take effect.

ITEM 16
ATTACHMENT B

RESOLUTION NO. 2026-15

A RESOLUTION OF THE BOARD OF DIRECTORS OF SAN DIEGO COMMUNITY POWER (COMMUNITY POWER) APPROVING THE ADDITION OF THE CITY OF CORONADO AS A MEMBER OF COMMUNITY POWER.

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 2.4 of the JPA Agreement provides that after the initial formation of Community Power by its Founding Members, any incorporated municipality, county, or other public agency authorized to be a community choice aggregator located within the service territory of the applicable investor-owned utility may apply to and become a member of Community Power if certain conditions are met.

C. The conditions for Community Power membership under Section 2.4 of the JPA Agreement include:

- The adoption by a two-thirds vote of the Board of a resolution authorizing membership into Community Power;
- The adoption by the proposed new member of a community choice aggregation ("CCA") ordinance as required by Public Utilities Code Section 366.2(c)(12) and approval and execution of the JPA Agreement and other necessary program agreements by the proposed new member;
- Payment of a membership fee, if any, as may be required by the Community Power Board to cover Community Power costs incurred in connection with adding the new member; and
- Satisfaction of any other reasonable conditions established by the Community Power Board.

D. In June 2021, the Community Power Board adopted a New Member Policy to support expansion of Community Power to other interested public agencies located in San Diego County and surrounding areas.

E. On March 15, 2022, the Coronado City Council ("Council") adopted a Climate Action Plan and directed staff to evaluate and provide a future report on Community Choice Aggregation ("CCA") as a potential means of reducing greenhouse gas emissions while providing residents and businesses with competitive electricity rates and greater local control over energy procurement.

F. On June 3, 2025, a report to the Coronado City Council was presented by the Energy Policy Initiatives Center which provided a comparative analysis of San Diego Community Power and Clean Energy Alliance respective services.

G. Subsequently, a CCA Subcommittee was established by Councilmembers Downey and Purvis to conduct additional research and engage with both San Diego based CCAs and return with a recommendation for Council consideration.

H. On February 17, 2026, after consideration of the Subcommittee's findings, Council unanimously directed staff to return with the necessary documents to formally initiate Coronado's membership into Community Power service.

I. During spring and summer 2026, Community Power performed a pro forma analysis of the financial and operational impacts of Coronado's membership in Community Power, including a technical feasibility/load impact analysis, and discussed with Coronado the mutual goals and objectives of Community Power and Coronado.

L. On July 21, 2026, the City of Coronado introduced Ordinance No. 2026-06 and adopted Resolution No. 2026-51 to authorize the Coronado City Manager, or designee, to execute the Agreement and related documents necessary to facilitate the Coronado's membership in Community Power and appoint a primary Director and Alternate Director to serve on the Board of Community Power. The Ordinance was adopted on September 1, 2026.

J. On September 24, 2026, the results of Community Power's pro forma analysis were presented to the Community Power Board and showed a positive fiscal impact to Community Power under base case conditions if the Coronado joined Community Power.

K. Community Power's New Member Policy provides that prospective new members are required to agree to pay the costs of Community Power's pro forma analysis, but that such costs will be waived under certain circumstances, including for potential new members with populations of 75,000 or less as is the case for Coronado.

L. On September 24, 2026, the Board of Directors of Community Power considered the membership of the City of Coronado.

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

Section 1. The above recitals are true and correct and are incorporated herein.

Section 2. The Community Power Board of Directors hereby approves the inclusion of the City of Coronado in San Diego Community Power. The Community Power Board hereby finds that the City of Coronado has taken or has agreed to take all the necessary steps to become a member of Community Power by October 1, 2026 (the "Effective Date"). Subject to completion of any necessary steps that are outstanding as of the date of this Resolution, the City of Coronado shall become a Party to the JPA Agreement and member of Community Power as of the Effective Date. As provided in Section 4.11.3 of the JPA Agreement, Exhibits C and D of the Community Power JPA Agreement shall be adjusted by the Board to account for the addition of the City of Coronado as a member of Community Power. Consistent with Community Power's New Member Policy, the City of Coronado is not required to pay a membership fee or other fee for Community Power's costs to analyze the City of Coronado's prospective membership in Community Power.

Section 3. As provided in Section 4.1.1 of the JPA Agreement, with the addition of the City of Coronado, the Board of Directors of Community Power will be increased to eight (8) members as of the Effective Date. The City of Coronado is entitled to one (1) primary director on the Board of Community Power and one (1) alternate director who may serve in the absence of the City of Coronado's primary director.

Section 4. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Board of Directors hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

Section 5. Except as otherwise expressly set forth herein, this Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by a two-thirds vote at a meeting of the Board of Directors of San Diego Community Power held on September 24, 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/Secretary
San Diego Community Power

APPROVED AS TO FORM:

____
Veera Tyagi, General Counsel
San Diego Community Power

SAN DIEGO COMMUNITY POWER
Staff Report - Item 17 (a)

To:	Board of Directors
From:	Chandra Pugh, Senior Director of Human Resources and Administration
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Approve a Contract for Recruitment Services for CPS HR Consultants in an Amount not-to-exceed $130,000 for Executive Recruitment Services and Authorize the Board Chair to execute the contract
Date:	September 24, 2026

Recommendation

Approve a contract for CPS HR Consulting for a not-to-exceed amount of $130,000 over thirty-six months and authorize the Board Chair to execute the contract.

Background

Human Resources issued a Request for Proposals (RFP) on May 8, 2026, seeking qualified firms to provide as-needed recruitment services in three categories: Executive Recruitment, Temporary Recruitment, and Direct-Hire Recruitment. The evaluation process for all three recruitment services has been completed. Staff is recommending that the Board authorize a contract with CPS HR Consulting for executive recruitment services in a not-to-exceed amount of $130,000.

CPS HR Consulting provides executive recruitment services for critical leadership positions. Executive-level recruitment requires specialized expertise, extensive outreach, and targeted candidate sourcing to attract highly qualified candidates with the experience and leadership skills necessary to support the agency's strategic objectives. CPS HR Consulting is a nationally recognized public-sector executive search firm with experience conducting recruitment for senior leadership positions within local government, special districts, and public agencies. Engaging CPS HR Consulting will provide the agency with professional recruitment support, including candidate outreach, screening, assessment, stakeholder engagement, and recruitment process management, helping to ensure a competitive and successful executive search process.

Analysis and Discussion

Following a rigorous interview process with shortlisted vendors, staff determined that CPS HR Consulting offers the best overall value to Community Power based on its demonstrated experience, qualifications, subject-matter expertise, and competitive rates. CPS HR Consulting will provide a highly coordinated, white-glove recruitment process supported by ongoing reporting, customer outreach, regular touchpoints, and maintenance of a current database of industry leaders and professionals for executive-level recruitment at Community Power.

CPS HR Consulting leverages established relationships with multi-agency government and energy-sector stakeholders throughout San Diego County to support targeted executive recruitment and engagement.

Approval of this agreement will enable Community Power to source highly qualified executives and deliver high-quality recruitment experience.

Fiscal Impact

The cost of the Agreement with CPS HR Consulting has a not-to-exceed limit of $130,000 through the three (3) year term which commences upon the date of the full execution of the Agreement. The costs have been included in the approved fiscal year 2026-2027 budget.

Strategic Plan

This activity supports the strategic plan goal to recruit and retain top talent across the organization.

Attachments

A: Contract with CPS HR Consulting

SAN DIEGO COMMUNITY POWER
Staff Report - Item 17 (b)

To:	Board of Directors
From:	Chandra Pugh, Senior Director of Human Resources and Administration
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Approve a Contract for Recruitment Services for LHI Group, Inc. in the Amount not to exceed $185,000 for Short-Term Temporary Recruitment Services and Authorize the Board Chair to Execute the Contract
Date:	September 24, 2026

Recommendation

Approve a contract with LHI Group, Inc. for a not-to-exceed amount of $185,000 over thirty-six months and authorize the Board Chair to execute the contract.

Background

Human Resources is seeking a short-term temporary recruitment services contract to provide supplemental recruiting support during a period of increased hiring activity and limited internal recruitment capacity. The additional support will assist with candidate sourcing, screening, and recruitment coordination to ensure critical vacancies are filled in a timely manner and to minimize operational impacts associated with prolonged vacancies. This temporary engagement will enable the agency to maintain recruitment service levels while evaluating longer-term staffing and resource requirements.

Analysis and Discussion

Human Resources issued a Request for Proposals (RFP) on May 8, 2026, seeking qualified firms to provide as-needed recruitment services in three categories: Executive Recruitment, Temporary Recruitment, and Direct-Hire Recruitment. The evaluation process for all three recruitment services has been completed. Staff is recommending that the Board approve a contract with LHI Group, Inc.) for temporary staffing services in an amount not to exceed $185,000.

Community Power human resources staff determined that LHI Group, Inc. is well positioned to provide a responsive, compliant, and high-quality temporary staffing solution for Community Power. This partnership will support continuity of operations across key business functions, including administration, finance, human resources, customer service, programs, information technology, and power services.

Engaging LHI Group, Inc. for temporary staffing services will enable rapid fulfillment of temporary staffing needs, reduce administrative burden on internal teams, and ensure consistent access to qualified, job-ready talent. LHI Group, Inc. will play a critical role in helping Community Power maintain operational stability, manage workload fluctuations, and support time-sensitive project delivery by prioritizing:

- Expedited deployment for urgent and time-critical staffing needs
- Quality assurance through structured screening and pre-qualification
- Full compliance with onboarding, eligibility, and employment regulations
- Flexible support for short-term, long-term, and temp-to-hire assignments

Fiscal Impact

The cost of the Agreement with LHI Group, Inc. has a not-to-exceed limit of $185,000 through the three (3) year term which commences upon the date of the full execution of the Agreement. The costs have been included in the approved fiscal year 2026-2027 budget.

Strategic Plan

This activity supports the strategic plan goals of recruit and retaining top talent across the organization.

Attachments

A: Contract with LHI Group, Inc.

SAN DIEGO COMMUNITY POWER

Staff Report - Item 17 (c)

To:	Board of Directors
From:	Chandra Pugh, Senior Director of People Operations and Administration
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Approve a Contract for Direct Hire Recruitment Services for Blair Search Partners LLC in a not-to-exceed amount of $185,000 and Authorize the Board Chair to Execute the Contract
Date:	September 24, 2026

Recommendation

Approve a contract with Blair Search Partners LLC (BSP) for a not-to-exceed amount of $185,000 over three (3) years and authorize the Board Chair to execute the contract.

Background

Human Resources issued a Request for Proposals (RFP) on May 18, 2026, via San Diego Community Power's (Community Power) eProcurement platform, seeking qualified firms to provide as-needed recruitment services in three categories: Executive Recruitment, Temporary Recruitment, and Direct-Hire Recruitment. The evaluation process for all three categories has been completed. Staff is recommending that the Board authorize a contract with Blair Search Partners for Direct Hire recruitment services in an amount not to exceed $185,000.

Blair Search Partners will provide supplemental recruiting support during a period of increased hiring activity and limited internal recruitment capacity. The additional support will assist with candidate sourcing, screening, and recruitment coordination to ensure critical vacancies are filled in a timely manner and to minimize operational impacts associated with prolonged vacancies.

Analysis and Discussion

Following the technical proposal review and interview process, Community Power Human Resources staff determined that Blair Search Partners is well positioned to provide a responsive, compliant, and high-quality Direct Hire staffing solution for the agency. This contract will support continuity of operations across key business functions.

Engaging BSP for direct hire staffing services will enable rapid fulfillment of critical roles and ensure consistent access to qualified, job-ready talent. BSP will play a critical role in assisting Community Power maintain operational stability, manage workload fluctuations, and support time-sensitive project delivery by utilizing the following:

- Previous experience filling roles for local nonprofit organizations and public agencies
- Deep understanding of San Diego region
- Database of local top talent

Fiscal Impact

The cost of the Agreement with Blair Search Partners is a not-to-exceed limit of $185,000 through the three (3) year term which commences upon the date of the full execution of the Agreement. The costs have been included in the approved fiscal year 2026-2027 budget.

Strategic Plan

This Agreement supports the strategic plan goal of recruiting and retaining top talent across the organization.

Attachments

A: Contract with Blair Search Partners LLC (BSP)

ITEM 17A
ATTACHMENT A

SAN DIEGO COMMUNITY POWER
PROFESSIONAL SERVICES AGREEMENT
NO. 2026-37
WITH CPS HR CONSULTING

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 Cooperative Personnel Services (dba CPS HR Consulting) a California joint powers agency ("**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 providing executive recruiting services (the "**Services**"), and is familiar with the plans of SDCP; and

WHEREAS, SDCP desires to engage Consultant to render such professional services for purposes of delivering end-to-end executive recruitment services, including sourcing and screening (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 supply the Services necessary for the Purpose. 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 three (3) years commencing upon the full execution of this 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 **ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000.00)** ("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 an itemized statement to SDCP upon completion of deliverables 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 Sample Project Schedule 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 Talent Acquisition Manager, 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, codes 8 and 9 (non-owned and hired) 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: CPS HR Consulting
Attn: Melissa Asher
2450 Del Paso Road, Suite 220
Sacramento, CA 95834

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. Commencing on the Effective Date (or, if earlier, the date on which either Party disclosed Confidential Information to the other) and continuing during and after the termination of this Agreement, neither Party shall disclose to any third party, and each Party shall keep strictly confidential, all Confidential Information of the other, protecting the confidentiality thereof with at least the same level of efforts that it employs to protect the confidentiality of its own proprietary and confidential information of like importance to it and in any event, by commercially reasonable means. Each Party may, however, disclose the Confidential Information of the other to those of such Party's personnel, contractors or subcontractors, or agents engaged in a use permitted under this Agreement and with a need to know, provided that such personnel, contractors or subcontractors, or agents: (A) are directed to treat such Confidential Information confidentially and not to use such Confidential Information other than as permitted hereby, and (B) are subject to a legal duty to maintain the confidentiality thereof. Neither Party shall use the Confidential Information of the other Party except as solely necessary in and during the performance of this Agreement, or as expressly licensed hereunder. "**Confidential Information**" means any and all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either disclosed by or made available by a disclosing Party to a receiving Party in connection with the performance of this Agreement. Either Party may disclose Confidential Information to the extent required by law or by order of a court or governmental agency; provided, however, that the receiving Party shall give the disclosing Party prompt notice, and shall use reasonable efforts to cooperate with the disclosing Party, at the disclosing Party's cost, if the disclosing Party wishes to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. No information furnished to the receiving Party which is otherwise known to the receiving Party or is generally known, or has become known, to the related industry shall be deemed confidential. Each Party acknowledges that any breach of any provision of this Section 5.3.3 by either Party, or its personnel, contractors or subcontractors or agents, may cause immediate and irreparable injury to the non-breaching Party, and in the event of such breach, the injured Party is entitled to seek injunctive relief in addition to any and all other remedies available at law or in equity. Consultant shall not use SDCP's name or insignia, photographs of the Services, or any publicity pertaining to the Services or the Purpose in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SDCP.

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. 2026-37

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	**CPS HR CONSULTING**
By: ________________________________	By: ________________________________
Name: John Clark	Name: Melissa Asher
Title: Acting Chief Executive Officer	Title: Chief of Client Services

ATTEST:

____
Secretary, SDCP Board of Directors

APPROVED AS TO FORM:

____
SDCP General Counsel

EXHIBIT A
SCOPE OF SERVICES

A. Project Background

San Diego Community Power (SDCP) requires an experienced recruitment Consultant to provide as-needed executive hiring support across a variety of roles. Consultant will collaborate closely with SDCP's internal Talent and Hiring teams to deliver end-to-end recruitment services, including sourcing and screening. Consultant will bring expertise in targeted sourcing, strong candidate engagement practices, and the ability to scale support based on hiring volume and timelines.

B. Purpose

1. SDCP requires a qualified Consultant to provide executive recruitment services on an as-needed basis and in accordance with this Scope of Work.
2. Consultant shall submit a comprehensive workplan outlining recruitment strategies and approaches.

C. Scope of Work

1. Consultant shall support SDCP in obtaining qualified candidates for executive classification needs. Consultant shall have the ability to develop a thorough understanding of SDCP's business approach, workplace environment, and values, in order to recruit candidates that fit SDCP's profile and culture. Consultant shall be knowledgeable and experienced to assist SDCP in recruiting top candidates for open SDCP positions.
2. SDCP will notify Consultant when a need for recruitment arises. Consultant will not have exclusivity in meeting SDCP's recruitment needs.
3. Consultant will discuss the desired recruitment profile (e.g., characteristics and qualifications) with SDCP.
   i. SDCP shall provide job description, interview panel(s) and interview plan(s).
   ii. Consultant shall provide executive sourcing, screening, assessment, maintain candidate care and confidentiality, provide regular reporting and market findings, and advise on selection and closing strategy.
4. Consultant will coordinate all stages of the recruitment process with SDCP's Senior Director of People and Administration with the collaboration of key SDCP staff such as Talent Acquisition Specialist. Consultant will coordinate the hiring conferences for SDCP's Human Resources and panel interviews.
5. Consultant will develop candidate profiles and a recruitment strategy for each recruitment.
6. Consultant will conduct local, regional, and/or nationwide searches for individual positions as directed by SDCP.
7. Consultant will develop recruitment materials and conduct outreach and advertising campaign for each recruitment.
8. Contents of advertising will be approved by the SDCP Senior Director of People and Administration prior to publication.

9. Consultant shall provide a projected timeline from start to finish for each recruitment as based upon coordination with the SDCP's Senior Director of People and Administration. Projected timeline shall address SDCP's specific operational needs.
10. The projected timeline shall include estimated benchmarks for the following key milestones from receipt of:
    i. Advertisement placed.
    ii. Preliminary candidate(s) qualification completed.
    iii. Phone/video interviews completed.
    iv. Candidate(s) Summaries presented to SDCP.
    v. In person interviews completed.
    vi. Offer presented/accepted.
11. During the recruitment period, Consultant shall provide the SDCP Senior Director of People and Administration with written status updates on progress towards the benchmarks listed above.
    i. SDCP may request ad hoc reports as needed.
12. Consultant shall search, prescreen, and develop a list of qualified candidates for each recruitment by telephone or virtual interviews.
13. Consultant shall identify the best candidates and provide their top recommendations for personal interviews, which will be performed by SDCP. Consultant shall include the following in the top recommendations:
    i. Present resumes and written synopsis of candidates' background to SDCP Senior Director of People and Administration.
    ii. Arrange and coordinate interview schedules in conjunction with the SDCP Senior Director of People and Administration.
    iii. Prepare candidates for interviews.
    iv. Debrief candidates after each interview.
    v. Discuss with SDCP Senior Director of People and Administration to assess strengths, weaknesses, and compatibilities after each interview.
14. Consultant shall perform thorough reference checks, including verification of past work history. For finalist recruitment candidates, Consultant's work shall include:
    i. Employment verification for past 10 years.
    ii. Minimum 3-5 professional reference checks.
    iii. Educational degrees and licensing checks.
    iv. Consultant shall conduct any additional assessments and reference checks as directed by SDCP.
15. Consultant shall coordinate with SDCP Senior Director of People and Administration on possible offers to be made and set the stage for acceptance by confirming willingness for the position and employment with SDCP.
16. Consultant shall participate with SDCP staff in providing necessary information required for negotiating an acceptable offer.
17. Consultant shall follow up after placement to assure successful integration of selected candidate.
18. In the event candidate leaves SDCP within twelve (12) months of hire date (for any reason -voluntary or involuntary (i.e. termination)), Consultant will provide a replacement candidate for placement at no additional cost to SDCP.
19. Other methodology for successful recruiting other than, or in addition to, what is listed may be proposed and will be considered.

D. Exclusions/Out of Scope

SDCP does not require immigration sponsorship filing. Any background screening vendor costs, relocation vendor fees, legal counsel, travel expenses for client interviews (unless stated otherwise), are considered out of scope for these Services.

Travel-related expenses will need department head and human resources approval before sourcing commences.

E. Sample Recruitment Deliverables and Timeline

1. Sample Deliverables

a. Search Brief & Success Profile (within 5 business days of kickoff)
b. Longlist 10-15 names (within 2 weeks)
c. Calibrated Shortlist 3–5 candidates (within 4–6 weeks, dependent on market)
d. Weekly Pipeline Reports
e. Candidate Dossiers (for each shortlisted candidate): CV, assessment summary, motivators, comp data, references (as authorized)
f. Post hire Check ins (30/60/90 days)

2. Sample Timeline

a. Week 0–1: Intake, success profile, messaging, calibration
b. Week 2–3: Research, outreach, screening
c. Week 4–6: Shortlist & panel interviews, debrief
d. Week 7–9: References & offer
e. Week 10+: Acceptance, notice period, onboarding advisory

F. Diversity, Equity, and Inclusion (DEI)

a. Inclusive sourcing and structured interviewing.
b. Job collateral reviewed for inclusive language.
c. Adherence to applicable laws regarding equal opportunity and nondiscrimination.
d. Reporting on slate composition (aggregate and anonymized where required).

G. Confidentiality & Data Protection

Consultant and SDCP agree to protect confidential information and candidate privacy and secure any data transfer/storage needs.

H. Acceptance Criteria

SOW deliverables are accepted when delivered and not rejected with written, specific feedback within five (5) business days.

A successful hire is defined as a candidate accepting an offer and successfully passing their 90-day review.

SDCP employment is at-will. Employees may be terminated for any reason or no reason at any time.

I. One-Year Service Guarantee

If the employment of the candidate selected and appointed by SDCP as a result of a full executive recruitment (Phases I, II, and III) comes to an end before the completion of the first year of service, Consultant will provide SDCP with professional services to appoint a replacement. Professional consulting services will be provided at no cost. SDCP would be responsible only for expenses such as re-advertising, Consultant travel, additional background checks, etc.

This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period. Additionally, should the initial recruitment efforts not result in a successful appointment, Consultant will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. Consultant does not provide a guarantee for candidates placed as a result of a partial recruitment effort.

Below is a breakdown of the services included in each recruitment option:

Task	Description	Outreach	Partial	Full
Phase I - Develop Candidate Profile and Recruitment Strategy				
1	Finalize Schedule		X	X
2	Hold Key Stakeholder Meetings	X	X	X
3	Develop Candidate Profile	X	X	X
4	Develop Recruitment Brochure	X	X	X
Phase II – Aggressive, Proactive, and Robust Recruitment				
1	Place Ads	X	X	X
2	Identify and Contact Potential Candidates	X	X	X
3	Review Application Materials		X	X
4	Conduct Screening Interviews		X	X
5	Submit Client Report		X	X
6	Client Meeting to Select Semifinalists		X	X
7	Notify Candidates		X	X
Phase III – Selection				
1	Prepare Assessment			X
2	Schedule Candidates; Coordinate Travel			X
3	Prepare Evaluation manuals			X
4	Facilitate Finalist Selection Process			X
5	Conduct Reference and Background Checks			X
6	Assist in Negotiation (if requested)			X

EXHIBIT B
SAMPLE PROJECT SCHEDULE

Consultant shall complete all search activities up to and including the selection of a new Executive in 14 to 16 weeks. Partial recruitment can be completed in 10-12 weeks and Outreach Only projects in 4-6 weeks. The precise schedule will depend on the placement of advertising in the appropriate professional and affiliate websites, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below:

Task Name	Month 1				Month 2				Month 3				Month 4			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting/ Candidate Profile	➤															
Draft Brochure		➤														
Brochure Approved/ Printed & Place Ads			➤													
Aggressive Recruiting					➤											
Final Filing Date								➤								
Preliminary Screening										➤						
Present Leading Candidates											➤					
Semi-finalist Interviews													➤			
Reference/ Background Checks														➤		
Final Interviews															➤	
Appointment																➤
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

EXHIBIT C
FEE & RATE SCHEDULE

Table 1.0 – RECRUITMENT FEES

The recruitment rate(s) in Table 1.0 will be applied to the agreed upon salary for each employee recruitment placed by Consultant.

Executive Recruitment Classification	Total Cost Per Recruitment (%)
Senior Director	18%
Executive (i.e. CEO, CFO, CCO, General Counsel)	15%

Full Executive Recruitment Services (Phases I, II, and III) will be invoiced half upon written recruitment request from SDCP and half upon completion of services. Invoice rate will be determined based on the midpoint of the salary range and will be adjusted on the final invoice based on actual salary upon candidate placement.

Table 1.1 – OTHER FEES

Additional fees or charges related to the services detailed in the scope of work by Consultant are as follows and will be invoiced in equal installments upon phase completion for Partial Recruitments and upon completion of services for Outreach Only:

Other Recruitment Costs	Total Cost ($)
Partial Executive Recruitment (Phases I and II)	$20,000 Flat Fee Per Recruitment (not applied to full Executive search)
Outreach Only Services (Includes brochure and direct advertising)	$10,000 Flat Fee Per Recruitment (not applied to full Executive search)

ITEM 17B
ATTACHMENT A

SAN DIEGO COMMUNITY POWER
PROFESSIONAL SERVICES AGREEMENT
NO. 2026-39
WITH LHI GROUP INC

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 LHI Group, Inc. ("**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 providing temporary hire recruiting services (the "**Services**"), and is familiar with the plans of SDCP; and

WHEREAS, SDCP desires to engage Consultant to render such professional services for purposes of supporting the organization's operational, administrative, and project-based needs (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 supply the Services necessary for the Purpose. 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 three (3) years commencing upon the full execution of this Agreement, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other agreed 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 B, 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 **ONE HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS ($185,000.00)** ("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 weekly 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 [Intentionally Omitted]

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 Divisional Manager – Public Power, 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. 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, or in the event that all contemplated Services are complete, then Consultant may terminate this Agreement via written notice to SDCP at least seven (7) days before the effective date of such termination.

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: LHI Group, INC
Attn: Legal
123 William Street
26th Floor
New York, NY 10038
With email to: USContractsTeam@WeAreLHi.com

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. Commencing on the Effective Date (or, if earlier, the date on which either Party disclosed Confidential Information to the other) and continuing during and after the termination of this Agreement, neither Party shall disclose to any third party, and each Party shall keep strictly confidential, all Confidential Information of the other, protecting the confidentiality thereof with at least the same level of efforts that it employs to protect the confidentiality of its own proprietary and confidential information of like importance to it and in any event, by commercially reasonable means. Each Party may, however, disclose the Confidential Information of the other to those of such Party's personnel, contractors or subcontractors, or agents engaged in a use permitted under this Agreement and with a need to know, provided that such personnel, contractors or subcontractors, or agents: (A) are directed to treat such Confidential Information confidentially and not to use such Confidential Information other than as permitted hereby, and (B) are subject to a legal duty to maintain the confidentiality thereof. Neither Party shall use the Confidential Information of the other Party except as solely necessary in and during the performance of this Agreement, or as expressly licensed hereunder. "**Confidential Information**" means any and all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either disclosed by or made available by a disclosing Party to a receiving Party in connection with the performance of this Agreement. Either Party may disclose Confidential Information to the extent required by law or by order of a court or governmental agency; provided, however, that the receiving Party shall give the disclosing Party prompt notice, and shall use reasonable efforts to cooperate with the disclosing Party, at the disclosing Party's cost, if the disclosing Party wishes to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. No information furnished to the receiving Party which is otherwise known to the receiving Party or is generally known, or has become known, to the related industry shall be deemed confidential. Each Party acknowledges that any breach of any provision of this Section 5.3.3 by either Party, or its personnel, contractors or subcontractors or agents, may cause immediate and irreparable injury to the non-breaching Party, and in the event of such breach, the injured Party is entitled to seek injunctive relief in addition to any and all other remedies available at law or in equity. Consultant shall not use SDCP's name or insignia, photographs of the Services, or any publicity pertaining to the Services or the Purpose in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SDCP.

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, 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, to the extent caused by any negligent acts 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 reasonable attorney's fees. Whenever Consultant is required by the preceding sentence to defend SDCP, its directors, officials, officers, employees, agents or volunteers, said defense shall be at Consultant's own cost, expense, and risk. 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 only to the extent of Consultant's continuing obligation of indemnification, defense, and hold harmless relating to events that occurred during the term 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. 2026-39

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	**LHI GROUP INC**
By: ______________________________	By: ______________________________
Name: John Clark	Name: David Woodings
Title: Acting Chief Executive Officer	Title: Director, Head of LHI, LA

ATTEST:

____
Secretary, SDCP Board of Directors

APPROVED AS TO FORM:

____
SDCP General Counsel

EXHIBIT A
SCOPE OF SERVICES

A. Purpose

San Diego Community Power (SDCP) requires a Consultant to provide as needed temporary staffing services to support the organization's operational, administrative, and project-based needs.

Temporary staffing is not intended to replace SDCP's standard hiring practices. SDCP's Human Resources (HR) Department publicly posts available job opportunities and does not prohibit or dissuade temporary employees from applying for any publicly posted job opportunities.

If a candidate's resume is received by SDCP through the recruitment efforts of its HR department more than 12 months prior to or more than 12 months after the introduction of that candidate by Consultant to SDCP, the Consultant shall not charge either SDCP any type of "placement fee" in the event that the temporary employee is recruited to become a permanent employee of SDCP. Consultant shall not charge any candidate or temporary employee any form of placement fee, finders fee, referral fee, or similar charge for being allowed to participate in the Services.

B. Services Required

Consultant shall supply qualified temporary personnel in the following example categories:

a) Administrative & Clerical Support (ex. Administrative Assistant, Executive Assistant, Office Manager)
b) Customer Service Representatives (Account Services Analyst)
c) HR & Talent Acquisition Support (HR Analyst)
d) Accounting & Finance (ex. Finance Manager, Finance Analyst, Procurement Analyst)
e) Power Services Roles (Power Contract Manager, Compliance Associate, Portfolio Manager)
f) Project-Based, Leave of Absence or Seasonal Support (Program Manager, Program Associate)
g) Additional roles as requested by SDCP HR

The Consultant shall be able to fill positions on:

1) Short-term assignments
2) Long-term assignments
3) Temp-to-hire placements

C. Responsibilities of SDCP

SDCP shall:

a) Provide job descriptions and assignment requirements.
b) Offer worksite orientation and job-specific training.

c) Supply necessary equipment and access to systems.
d) Validate time worked and approve submitted timesheets.
e) Notify provider of performance issues or assignment changes.
f) Maintain a safe work environment for all assigned temporary employees.

D. Service Request

SDCP HR Department shall initiate each assignment by submitting a “Request for Temporary Help” via email directly to the Consultant. Consultant shall at minimum respond to the Request for Temporary Help email within two (2) calendar days.

The Request for Temporary Help email will include the following information, but not limited to:

a) Skill set and experience needed by the temporary employee
b) A brief job description
c) Reference check request
d) Desired start date
e) Estimated length of the assignment
f) The name and title of the SDCP supervisor overseeing the assignment
g) Any additional forms or agreements that will be needed from the staffing Consultant or its candidate(s)
h) Reporting location

E. Recruitment & Selection

Consultant shall source, screen, and pre-qualify candidates. As part of the selection process, the Consultant will provide the name, a current resume, and the results of any skills assessment testing conducted to confirm skill proficiency (if requested by SDCP).

SDCP reserves the right to interview recommended candidates by telephone or in person in order to select an individual candidate best suited for the assignment. Consultant is required to coordinate candidate interviews at dates, times and locations that are convenient to SDCP.

Should the Consultant fail to recommend candidates that meet SDCP’s needs and/or respond within the requested response time, SDCP will include this in its documentation for future reference.

F. Onboarding & Compliance

Consultant shall verify the following for all temporary positions before an individual can start the assignment. Consultant shall complete pre-employment checks within ten (10) business days, unless delays are communicated to SDCP. The following items are designated as mandatory pre-employment checks:

a) Ensure employees meet all onboarding requirements.
b) Confirm eligibility to work (e.g., I-9 verification).
c) Confirm compliance training included but not limited to: Sexual Harassment Prevention training, Wage and Hour training, and Workplace Violence Prevention Training.

d) Maintain compliance with federal, state, and local labor laws.
e) Temporary employees are also expected to follow all SDCP's policies and employee handbook.

G. Employment Management

Consultant shall:

a) Serve as the employer of record.
b) Manage payroll, payroll records, taxes, workers' compensation, and benefits.
c) Provide attendance tracking and assignment documentation.
d) Handle performance issues or disciplinary actions.

H. Reporting & Communication

Consultant shall be responsible for the following:

a) Provide regular reporting (e.g., hours worked, assignment status, upcoming needs).
b) Reporting must be communicated once a month to SDCP.
c) Designate an account manager for communication.
d) Respond promptly to SDCP requests for replacement of staff or assignment changes.
e) Providing ad hoc usage reports as required by SDCP.

I. Service-Level Expectations (SLEs)

To ensure quality and responsiveness, Consultant shall meet the following service standards:

- **Candidate submission:** Within five (5) business days of request.
- **Assignment fill rate:** 5% over a rolling 12-month period.
- **Replacement timeline:** Within 72 hours if a worker is unsuitable or absent.
- **Response time to client inquiries:** Within 48 hours.

J. Replacements

In the event SDCP determines that a temporary employee is not suited for the assignment for which she or he was selected, for any reason, SDCP will notify the Consultant, and the Consultant will have an opportunity to provide a replacement candidate. Consultant will provide recommendations for a replacement candidate within 2 business days of receiving notice from SDCP, or as needed due to urgency.

Should the Consultant fail to replace a temporary employee suited for the assignment, SDCP will include this in its documentation for reference when deciding on future projects.

K. Completion of Employment

Upon notification from SDCP, the Consultant will notify the temporary employee of the conclusion of the assignment.

L. Compensation

Consultant shall invoice SDCP based on rates listed on the Fee and Rate Schedule (attached herein as Exhibit B):

- **Hourly bill rate**: inclusive of all provider overhead and markup.
- **Overtime**: billed according to applicable labor laws and must be approved by SDCP supervisor. At its discretion, SDCP may authorize overtime compensation for temporary employees.
- **Additional charges:** only if pre-approved in writing (e.g., background check upgrades, PPE, skills testing).
- Consultant shall provide SDCP with separate invoices for each temporary employee for each week of work.
- Invoices shall be submitted weekly with itemized billing details (i.e., personnel, dates of service, hours worked and billing rates).
- Consultant and SDCP agree that all invoicing shall be based on time sheets which have been approved by an SDCP's authorized manager, that a properly approved time sheet shall be conclusive evidence of the billable hours worked (absent subsequently discovered evidence of fraud or misrepresentation by Consultant or the temporary employee), and that approval of a time sheet shall not be delayed or withheld except to the extent necessary to correct the number of hours reported to accurately represent the actual hours worked by the covered temporary employee for the covered period. In addition, each invoice shall include itemized billing details sufficient to substantiate the charges, including the name of the personnel providing services, dates of service, hours worked, applicable billing rates, and a description of the services performed.

M. Performance Evaluation

SDCP reserves the right to evaluate performance based on:

- Worker quality and reliability
- Timeliness of candidate submissions
- Responsiveness to issues
- Accuracy of billing
- Overall service satisfaction

Performance reviews will be communicated to Consultant monthly by SDCP supervisor.

N. Assignment Duration

Temporary employee's assignments will not exceed 960 hours in a fiscal year (July 1 – June 30) without prior approval from SDCP's HR Manager.

The Consultant will track hours worked and provide monthly hours worked reports to the SDCP Human Resources Department by employee. This will include cumulative hours worked within a fiscal year.

O. Confidentiality

Both parties agree to maintain confidentiality regarding company information, employee data, and any proprietary materials accessed during the engagement.

EXHIBIT B
FEE & RATE SCHEDULE

Table 1.0 – TEMPORARY HIRE RATES

Job Class	Total Cost Per Recruitment (%)
Administrative	37%
Analyst	37%
Senior Analyst	40%
Manager	40%
Senior Manager	45%
Associate Director	45%
Director	50%

Table 1.1 – CONVERSION FEES

A. Should SDCP choose to hire an individual placed by Consultant, conversion fees listed in the table below will apply to the employee's first years' base compensation at transition:

Months Worked	Fee if converted (%)
Within 3 months	20%
4 – 6 months	15%
7 - 9 months	12%
10-12 months	10%
Over 12 months	Associate - $1,500 Manager - $3,000 Director of VP - $5,000 SVP/C-Suite - $10,000

B. Conversion Fee will not apply to temporary employees who are successful in an open recruitment conducted by SDCP to fill a vacant position.

ITEM 17C
ATTACHMENT A

SAN DIEGO COMMUNITY POWER
PROFESSIONAL SERVICES AGREEMENT
NO. 2026-38
WITH BLAIR SEARCH PARTNERS LLC

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 Blair Search Partners LLC, ("**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 providing direct hire recruitment services (the "**Services**"), and is familiar with the plans of SDCP; and

WHEREAS, SDCP desires to engage Consultant to render such professional services for purposes of successful selection of various positions and the support in recruitment advertising campaigns, sourcing candidates and facilitating the selection of final candidates (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 supply the Services necessary for the Purpose. 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 three (3) years commencing upon the full execution of this 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 B, 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 **ONE HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS ($185,000.00)** ("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. 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 Executive 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: Blair Search Partners LLC
Attn: Trevor Blair
1855 First Ave., Suite 300
San Diego, CA 92101

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. Commencing on the Effective Date (or, if earlier, the date on which either Party disclosed Confidential Information to the other) and continuing during and after the termination of this Agreement, neither Party shall disclose to any third party, and each Party shall keep strictly confidential, all Confidential Information of the other, protecting the confidentiality thereof with at least the same level of efforts that it employs to protect the confidentiality of its own proprietary and confidential information of like importance to it and in any event, by commercially reasonable means. Each Party may, however, disclose the Confidential Information of the other to those of such Party's personnel, contractors or subcontractors, or agents engaged in a use permitted under this Agreement and with a need to know, provided that such personnel, contractors or subcontractors, or agents: (A) are directed to treat such Confidential Information confidentially and not to use such Confidential Information other than as permitted hereby, and (B) are subject to a legal duty to maintain the confidentiality thereof. Neither Party shall use the Confidential Information of the other Party except as solely necessary in and during the performance of this Agreement, or as expressly licensed hereunder. "**Confidential Information**" means any and all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either disclosed by or made available by a disclosing Party to a receiving Party in connection with the performance of this Agreement. Either Party may disclose Confidential Information to the extent required by law or by order of a court or governmental agency; provided, however, that the receiving Party shall give the disclosing Party prompt notice, and shall use reasonable efforts to cooperate with the disclosing Party, at the disclosing Party's cost, if the disclosing Party wishes to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. No information furnished to the receiving Party which is otherwise known to the receiving Party or is generally known, or has become known, to the related industry shall be deemed confidential. Each Party acknowledges that any breach of any provision of this Section 5.3.3 by either Party, or its personnel, contractors or subcontractors or agents, may cause immediate and irreparable injury to the non-breaching Party, and in the event of such breach, the injured Party is entitled to seek injunctive relief in addition to any and all other remedies available at law or in equity. Consultant shall not use SDCP's name or insignia, photographs of the Services, or any publicity pertaining to the Services or the Purpose in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SDCP.

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. 2026-38

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	**BLAIR SEARCH PARTNERS LLC**
By: ______________________________	By: ______________________________
Name: John Clark	Name: Trevor Blair
Title: Acting Chief Executive Officer	Title: Chief Executive Officer

ATTEST:

____
Secretary, SDCP Board of Directors

APPROVED AS TO FORM:

____
SDCP General Counsel

EXHIBIT A
SCOPE OF SERVICES

A. Introduction

San Diego Community Power (SDCP) requires a Consultant to perform a full range of recruitment and candidate search services to ensure the successful selection of non-executive positions under various departments (i.e., Power Services, Operations, Customer Support, IT, Finance, HR, Programs, etc.).

Services will include, but not limited to, preparing recommendations regarding recruitment and selection strategies; gathering input from hiring managers; conducting an advertising campaign and sourcing candidates and facilitating the selection of final candidates, consistent with SDCP direction. A panel comprised of SDCP staff ("Selection Committee") will be identified for each.

B. Scope of Services

1. Service Request

SDCP Human Resources Department (HR) will contact Consultant via email to initiate service requests and coordinate with Consultant to schedule initial meeting with the SDCP Hiring Manager. The intake meeting will cover job title, brief description of the role, recruitment strategy, salary range, desired start date, and work location. SDCP HR will work with Consultant to coordinate interviews and provide interview feedback.

2. Recruitment and Selection Process

The services to be provided by the Consultant shall include, but are not limited to, the following:

a) Intake and job alignment: role requirements, competencies, pay band, location, schedule, start date, work authorization requirements.
b) Develop sourcing strategy: database search, job boards, networking, referrals, targeted outreach.
    i. Source job candidates through a variety of channels and proactively reach out to candidates in the marketplace.
c) Candidate screening: resume review, phone/video screen, skills/competency validation.
d) Maintain positive communications with candidates throughout the recruitment process.
e) Shortlist submission: qualified candidate slate with summaries and compensation expectations.
    i. Present application materials from qualified candidates to SDCP HR; meet with SDCP HR and assist with their review of applications and determine which candidates will be selected to interview for the position.
f) Interview coordination: scheduling, feedback collection, candidate care.
    i. Confirm the final selection process with SDCP HR including the development of an interview process, an interview schedule, interview questions, etc.

ii. Coordinate interview appointments with candidates and support their preparation activities, including travel arrangements if necessary.

g) Facilitate reference check with questions provided by HR. Consultant will schedule reference check appointment upon request of SDCP HR.

3. Negotiations

SDCP will be responsible for salary negotiations.

4. Pre-Employment Checks

Consultant will facilitate reference checks with SDCP Hiring Manager and HR Representative present on calls. SDCP will conduct background checks.

5. Termination of Employee

In the event SDCP terminates the employment of a candidate placed by the Consultant within six (6) months of the hire date, Consultant will provide support in the selection of a replacement.

If a replacement is no longer required, the Consultant shall retain up to 50% of the sourcing fees associated with the original hire.

6. Communication and Summary Reports

Throughout the recruitment and selection process, Consultant shall provider regular status updates to SDCP HR at key milestones throughout the recruitment, this shall occur as needed and at least once per month. Key milestones include once a job is advertised and once a candidate pool is identified. In addition, ad hoc reporting may be requested by SDCP HR as needed.

EXHIBIT B
FEE & RATE SCHEDULE

Table 1.0 – RECRUITMENT FEES

Job Classification	Total Cost Per Recruitment (%)
Administrative	20% of salary
Analyst	20% of salary
Senior Analyst	20% of salary
Manager	20% of salary
Senior Manager	20% of salary
Associate Director	20% of salary
Director	20% of salary

Table 1.1 – OTHER FEES

Other Fees	Total Cost ($)
Candidate Travel	$2,000 - $5,000
Job Posting Fees – Optional	$300 - $1,200
Additional Third Party Background/Drug Screens – Optional	$100

SAN DIEGO COMMUNITY POWER

Staff Report – Item 18

To:	Board of Directors
From:	Colin Santulli, Senior Director of Programs Emily Fisher, Senior Program Manager
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Solar Battery Savings Residential Update
Date:	September 24, 2026

Recommendation

Receive and file updates on the relaunch of the Solar Battery Savings (SBS) residential program and initial development of the non-residential pilot program.

Background

The Net Billing Tariff (NBT), also known as the Solar Billing Plan (SBP), is the successor to Net Energy Metering (NEM) 2.0. It was established by the California Public Utilities Commission (CPUC) in December 2022 and went into effect for all new customers installing solar systems or any other renewable self-generation system on or after April 15, 2023.

The Community Power Board of Directors adopted the NBT policy at the October 2023 Board of Directors meeting, replacing NEM 2.0 as the default billing mechanism for accounts with newly installed generating systems (e.g., solar, wind, biomass, geothermal or other renewable resources). In December 2023, NBT was operationalized within Community Power's billing system for customers with new generating systems and/or for customers who had reached the end of their 20-year legacy period with NEM. This new approach for compensating renewable energy generation is intended to promote grid reliability, thereby increasing the value of solar systems that are paired with battery storage.

To support the market transition from NEM to NBT, incentivize peak load reductions and support continued growth of the regional solar market, Community Power committed to creating a program to incentivize residential solar and storage systems and expand to non-residential systems.

After significant market research and stakeholder engagement to consider various program designs, the Solar Battery Savings Pilot (Pilot) was launched in July 2024. Upfront incentives were provided to approved applicants, and at least 50% of each installed battery was enrolled in Community Power's Virtual Power Plant (VPP). By using enrolled customers' batteries, Community Power can reduce peak load consumption, benefiting all ratepayers by reducing demand when energy costs are highest and reducing agency Resource Adequacy obligations and associated costs.

Nearly 1,500 customers participated in the Pilot, enrolling nearly 13 MWh of battery energy capacity through approximately 2,000 batteries with an average upfront incentive of $6,868. A diverse group of 50 solar and storage installers/contractors were approved to participate in the program: 37% were registered as Diverse Business Enterprises, and nearly half indicated having ten employees or less. Contractor participation was enabled, in part, by developing strong industry partnerships with Greentech Renewables, a large regional solar and storage equipment distributor with deep relationships in the local installer community, and the International Brotherhood of Electrical Workers (IBEW) 569; both entities hosted contractor training prior to Pilot launch.

In March 2025, the Board of Directors adopted the Community Power Strategic Plan Goals for Fiscal Years (FY) 2026-2028. The Programs Department goals included a goal to "deliver 150 MW of local capacity from distributed energy resources from our Virtual Power Plant (VPP) by 2035, including the expansion of the Solar Battery Savings (SBS) program." The Strategic Plan goal is measured in MW of local capacity, while the SBS program enrollment is tracked in MWh of enrolled battery energy capacity to simplify program implementation and messaging with participating contractors.

Feedback from contractors, battery manufacturers and pilot participants informed several program design changes intended to reduce program administrative costs for all involved parties and better align with the program's strategic objectives. Changes included limiting dispatches to weekdays only, requiring only 50% of the battery capacity to be discharged during weekday events, modifying incentives to prioritize new solar installations, and requiring battery manufacturers to integrate with the Distributed Energy Resource Management System (DERMS), Virtual Peaker. Additionally, the program instituted a 90 MWh enrolled battery energy capacity target, separated into three 30 MWh steps. Programs staff will reevaluate incentive levels and other program design elements during each step for potential future program design changes.

As part of the adopted FY 2025-2026 Operating Budget and FY 2025-2030 Capital Investment Plan (CIP), the Board of Directors approved expanding the Pilot into a multi-year program. The adopted FY 2025-2026 budget included $18.8M for SBS, and the adopted FY 2025-2030 CIP included $55M for estimated program costs over the next five years.

Analysis and Discussion

Program Application Status Update

The residential SBS program began accepting project applications on September 30, 2025. As of September 4, 2026, 1,783 applications have been submitted. Of those, 393 are submitted and pending documentation, 536 have been approved and are pending installation, and 706 have been completed and received an upfront incentive payment. The remaining applications are pending documentation, have been canceled, or were approved applications that subsequently unenrolled from the program.

Table 1. Application Status for SBS Program Relaunch

Application Status	Number of Applications	Percentage of Applications
Submitted – Pending Documents	393	22%
Approved – Pending Installation	536	30%
Completed	706	39%
Canceled	145	8%
Unenrolled	3	<1%
Total Applications	1,783	

For program applications thus far, the average incentive for approved and completed applications is approximately $5,850, a reduction of almost $1,000 from the Pilot project average incentive. Forty-three percent of program funds in the program thus far have been distributed to non-market rate customers. Seventy-one percent of applications are for new solar and storage systems (as compared to applications that add storage to existing solar systems). This represents an increase of nearly 75% as compared to the rate of applications for new systems from the Pilot.

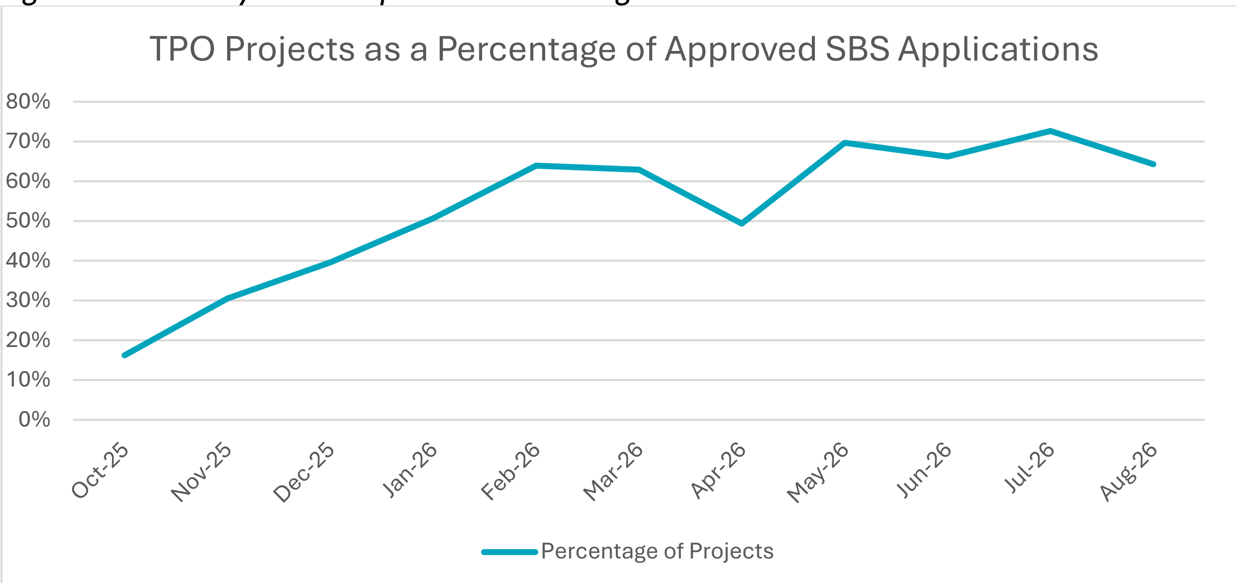
Third-Party Owned Systems

The program launched with an initial surge in applications ahead of the Federal Investment Tax Credit's expiration at the end of 2025 for customer-owned systems. The Federal Investment Tax Credit remains available for eligible third-party owned (TPO) systems (e.g., leases, Power Purchase Agreements [PPA]), resulting in continued growth in applications as the market adapts to different ownership models.

The increase in TPO projects has made a significant impact on the residential battery market in the region. Prior to the Federal Investment Tax Credit's expiration, more than 30% of battery systems in SDG&E's service territory were customer-owned. This increase in TPO projects has been evident in the SBS program. As shown in the figure below, the number of third-party-owned applications submitted through SBS has steadily increased and is stabilizing at around

70%. To prepare for the expiration of the Federal Investment Tax Credit, staff developed a disclosure form to streamline TPO systems participating in the program.

Figure 1. Third-Party Ownership Growth since Program Launch



Program Metrics

The total enrolled battery energy capacity from completed Pilot and program projects is 18 MWh. This enrolled storage is currently dispatched during the four-hour window within the on-peak periods. An additional 5.6 MWh of battery energy capacity is expected to be enrolled when projects from approved applications are installed.

Almost 2,700 projects, across the Pilot and program, have been approved. There are projects in all seven Community Power member agencies. Table 1 shows application distribution by member agency. Application rates relative to the percentage of single-family homes are lower in Chula Vista and National City. To address this gap, staff met with contractors to understand the barriers to serving non-market rate customers. Staff considered the feedback received when designing the relaunch and maintained a higher rebate for low-income customers and customers within disadvantaged communities. Additionally, staff worked to engage with other available programs (SGIP and the Solar Equity programs) to allow for multiple incentives. To continue to address this gap, staff plan to target these communities, along with Communities of Concern, for customer workshops designed to increase awareness and educate underserved communities about adopting solar and storage. Staff is encouraged by the increased participation in Imperial Beach compared to the Pilot.

Table 2. Distribution Across Member Agencies

Member Agency	# of Applications Approved/Completed	% of Applications	% of SF Homes in Community Power Territory[1]
City of Chula Vista	167	6.2%	10.0%
City of Encinitas	148	5.5%	3.6%
City of Imperial Beach	17	0.6%	0.7%
City of La Mesa	118	4.4%	2.7%
City of National City	7	0.3%	1.3%
City of San Diego	1,410	52.4%	49.9%
County of San Diego	825	30.6%	31.8%
Total	**2,692**	100%	100%

[1]The "% of SF Homes" column identifies single-family homes in each member agency as a percentage of all single-family homes in Community Power territory based on an internal analysis using 2023 census data.

Battery Manufacturer Engagement

To enhance program efficiency and maximize the value of managing customer assets, Community Power has required battery Original Equipment Manufacturers (OEMs) to integrate with Community Power's DERMS provider, Virtual Peaker. The program currently has five approved battery OEMs. SolarEdge was approved in March 2026, and Lunar was approved in June 2026. A forthcoming Virtual Peaker contract amendment will add sonnen, a battery manufacturer that participated in the Pilot, as a sixth approved OEM. See the table below for the number of batteries approved for installation based on OEM.

Table 3. Approved Applications across Battery OEMs

Battery OEMs		
Tesla	764	75%
Enphase	235	23%
FranklinWH	13	1%
SolarEdge	4	0%
Lunar	0	0%

Contractor Engagement

A total of 49 contractors have been approved to participate in the program, representing a range of company sizes. Of those approved contractors, 11% are Diverse Business Enterprises and 4% employ union electricians. All contractors must have a local business address to be eligible. Approved contractors are expected to remain active in the program, and Community Power has removed several contractors that did not submit projects within the first six months of approval. Staff continues to see interest from new contractors increase each quarter, with three new contractors expected to join the program this month.

Staff created a Contractor Sales and Engagement Training course to help sales teams accurately explain the program and clearly set customer expectations, while strengthening our relationships with contractors. Staff held two trainings in June and July for approved contractors and their customer-facing employees. Staff also held two additional training sessions on-site at contractor offices and continue to offer this training to approved contractors and their staff as requested.

Next Steps

Through the Power Network, Community Power executed a contract with Home Energy Academy to host a series of customer education workshops 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 in Chula Vista. These customer workshops are intended to help homeowners better understand:

- The fundamentals of residential solar and battery storage systems, including how they operate, key components and purchasing options
- The benefits of installing a residential solar and battery storage system
- System sizing considerations
- Equipment evaluation
- Solar Battery Savings program overview
- Other available incentives
- Contractor selection and next steps

Community Power executed a contract with Cadmus to evaluate the participant bill impacts from the Pilot. The bill impact analysis will consider a variety of customer segments and attributes:

- Customer rates (e.g., TOU, DR, etc.)
- Solar plan with consideration of export pricing variations based on enrollment year
- Market rate vs. non-market rate customers
- Weather and location (i.e., climate zones)
- Manufacturer and products

Cadmus will recreate participant bills to compare non-participation, among other scenarios. This evaluation will determine how participant customer segments and attributes affect bill impacts differently to inform program design and future promotional materials.

Additionally, Cadmus will complete participant and approved contractor surveys. Staff will consider the survey results when considering future program design changes.

The program has 10.7 MWh of enrolled battery energy capacity in approved and completed applications toward the first 30 MWh step target. Through the program portal, approved contractors have real-time visibility to the approved and completed MWh totals and progress toward the next step. Staff will begin planning programmatic changes in early 2027 by applying feedback from Cadmus surveys and further engaging stakeholders. Staff intends to announce any program changes when 75% of the MWh step target has been reached. At the current rate of weekly applications received, staff expects to reach 75% of the current step target by April 2027.

Fiscal Impact

N/A

Strategic Plan

This activity supports the strategic plan goal to deliver 150 MW of local capacity from distributed energy resources (DERs) and our Virtual Power Plant (VPP) by 2035, including expansion of the Solar Battery Savings program.

Attachments

N/A

SAN DIEGO COMMUNITY POWER

SAN DIEGO COMMUNITY POWER
Staff Report - Item 19

To:	Board of Directors
From:	Gordon Samuel, Chief Commercial Officer Jennine Camara, Director of Portfolio Management
Via:	Jack Clark, Acting Chief Executive Officer
Subject:	Update on Regional Energy Markets: The Extended Day-Ahead Market
Date:	September 24, 2026

Recommendation

Receive and file update on the extended day ahead market.

Background

The Western electric grid is comprised of 38 balancing authority areas (BAAs), each responsible for transmission planning, resource adequacy, market operations, and grid reliability within its respective service areas. Although the 38 BAAs have had areas of mutual coordination, these functions have historically been performed largely within each individual BAA.

The California Independent System Operator (CAISO) is the largest BAA in the West, serves as the primary BAA in California, and operates the wholesale electricity markets in which Community Power participates. Over the past decade, CAISO has taken steps to regionalize certain market functions by enabling broader participation by other BAAs in California's electric markets across the West. Specifically, in 2014, CAISO launched the Western Energy Imbalance Market (WEIM) to allow neighboring BAAs and participants to submit bids to buy and offers to sell electric products in the CAISO's real-time market, which accounts for roughly 5-10% of daily electricity trading. WEIM has facilitated broader real-time energy trading and resource coordination throughout the Western Interconnection.

WEIM is unique as it allows Western entities to participate in California's electricity market while retaining their own responsibility for transmission planning, reliability, and other core operational functions. Participation is voluntary, and the market has expanded significantly over time, with nearly 80% of Western BAAs electing to join. The increased coordination and more efficient resource commitment across a broader geographic footprint have generated more than $9 billion in cumulative benefits since inception, including approximately $1.1 billion in benefits realized within CAISO. The benefits are from reduced curtailment of renewable resources, avoided greenhouse gas emissions, and more efficient transfers across BAAs.

Building on the success of the WEIM, CAISO developed the Extended Day-Ahead Market (EDAM) to expand regional coordination further into the day-ahead timeframe, where over 90% of energy trading, energy scheduling, and energy settlement activities occur. On May 1, 2026, CAISO launched EDAM, creating the opportunity for participating utilities and entities to coordinate utility-scale energy resource schedules through a shared day-ahead market.

EDAM is designed to improve market efficiency and reliability by optimizing generation commitments and transmission utilization across a larger regional footprint on a day-ahead basis. By leveraging the geographic diversity of the West, EDAM can – just like WEIM – facilitate more efficient transfers of energy between regions, reduce price volatility, and better align available energy resources with overall system needs. CAISO manages energy schedules and coordinates electric transfers among participating entities, utilizing transmission made available by participating BAAs in order to optimize energy flows throughout the region.

EDAM is a market-only approach to western grid integration as it focuses on expanding access to California's day ahead market across the West. Participating BAAs continue to maintain authority over transmission planning, reliability obligations, and resource procurement decisions. Regional coordination is becoming increasingly important as renewable energy resources represent a growing share of the electric supply mix. Greater reliance on variable energy resources requires additional flexibility to balance supply and demand while maintaining reliability. By expanding access to diverse resources across the West, EDAM is expected to improve system operating conditions and support California's transition to a cleaner energy grid.

Analysis and Discussion

This report is intended to provide information on significant and positive market developments that Community Power supported during the state-level policy formation process. Community Power is a market participant in CAISO, buying and selling electricity in both WEIM and EDAM. The launch of EDAM in May of this year marked a major milestone in market development that was many years in the making, with legislation enacted last year making much of the progress possible.

In 2025, the Legislature passed, and the Governor signed, AB 825 (Petrie-Norris) to alter the governance of EDAM, allowing for a board comprised of entities from around the West, instead of the current California-only board. This governance change was important: more inclusive governance leads to broader buy-in from the other BAAs that operate in the West, ultimately helping to achieve the largest unified day-ahead trading market possible.

Community Power supported the bill in alignment with the Board approved Policy Platform. The actual governance transition authorized by AB 825 (Petrie-Norris) is happening through a process known as the West-Wide Governance Pathways Initiative, and a newly formed non-profit organization called the Regional Organization for Western Energy (ROWE). The California Community Choice Association is part of the formal Launch Committee and Nominating Committee leading the governance change process.

EDAM, as it is being transitioned to the independent governance model under AB 825 (Petrie-Norris), does not impact transmission planning and does not establish specific resource adequacy requirements. EDAM is focused on common market rules, shared tariffs, and coordinated market optimization to capture the benefits of broader regional participation while preserving local control. EDAM helps address California's well-known "duck curve" by reducing renewable curtailments that occur when solar production exceeds local demand and by expanding opportunities to deliver surplus energy to other regions. While the market has only been operational for months, and the governance transition is not completed, EDAM was designed to support affordability, reliability and sustainability in several key ways:

Affordability. Expanding the market footprint and pool of resources available to participants improves market efficiency and reduces avoidable costs. During periods of excess renewable generation in California, EDAM creates additional opportunities to export energy rather than curtail in-state renewable production. Conversely, during periods of tighter supply, California may gain access to lower-cost resources available elsewhere in the West.

Reliability. A broader market footprint provides access to a more diverse set of energy supply resources and operating conditions, improving the ability for system operators to respond to changing system needs. EDAM includes provisions designed to ensure that participating entities contribute sufficient resources to support regional reliability rather than relying disproportionately on neighboring systems.

Sustainability. EDAM incorporates greenhouse gas accounting measures and supports increased integration of renewable supply resources. Broader coordination reduces curtailment, improves utilization of clean energy resources, and advances decarbonization objectives across the region.

Regional diversity itself is a significant benefit. Different areas of the West experience different weather conditions, load patterns, and resource availability. Coordinating across these differences improves planning flexibility and can support more efficient investment in electricity infrastructure over time.

For Community Power as a CAISO, and now EDAM market participant, the regional market developments can impact both the cost of serving customer demand and the revenue generating performance of contracted energy supply resources. Benefits include avoided system costs, reduced renewable curtailment, more efficient dispatch of energy resources, and improved value realization from Community Power's investments in renewable and battery storage projects. More efficient market outcomes and reduced-price volatility provide greater certainty for future resource planning and procurement decisions. These avoided costs and greater price certainty can ultimately result in lower procurement costs for Community Power, and in turn can reduce rates for its customers.

Fiscal Impact

N/A

Attachments

N/A

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.