CLEAN ENERGY ALLIANCE

AGENDA

Board of Directors Regular Meeting Agenda
September 24, 2026, 2:00 p.m.
Leucadia Wastewater District, Board Room
1960 La Costa Ave, Carlsbad, CA 92009

Members of the public can observe the livestream of the meeting via Teams by clicking:

https://teams.microsoft.com/meet/247208529041647?p=So3AuESGY5ew0GFJcv
or telephonically by dialing:
+1 312-625-2555,,779604592#
Phone Conference ID: 779 604 592#

Members of the public can provide public comment in writing or orally in person as follows:

Written Comments: If you are unable to participate in person and you wish to make a comment, you may submit written comments prior to and during the meeting via email to: clerk@thecleanenergyalliance.org. All written comments will be posted online and become part of the meeting record. To ensure announcement of receipt of your written comments during the meeting, please submit all written comments by 12:00 p.m. prior to the commencement of the meeting. Public comments received in writing will not be read aloud at the meeting.

Oral Comments: Members of the public can address the Board on items on the agenda at the time the item is being addressed or during Public Comments for topics that are not listed on the agenda. Speakers are limited to three (3) minutes each. In conformance with the Brown Act, no Board action can occur on items presented during Public Comment.

If you desire to speak during Public Comment, please fill out a speaker card and submit it to the Board Clerk. When you are called to speak, please come forward to the podium and state your name. To address the Board regarding an item on the agenda, please fill out a speaker card and submit it to the Board Clerk before the Board Chair announces the item.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

APPROVAL OF AGENDA

BOARD COMMENTS & ANNOUNCEMENTS

PUBLIC COMMENT

APPROVAL OF MINUTES

Presentations:

Consent Calendar

Item 1: **Clean Energy Alliance Treasurer's Report for June 2026**

RECOMMENDATION:
Receive and file the Clean Energy Alliance Treasurer's Report for June 2026.

Item 2: **Clean Energy Alliance Treasurer's Report for July 2026**

RECOMMENDATION:
Receive and file the Clean Energy Alliance Treasurer's Report for July 2026.

Item 3: **Consideration of Resolution No. 2026-039 Approving Amendments to the Clean Energy Alliance Conflict of Interest Code**

RECOMMENDATION:
Adopt Resolution No. 2026-039 approving amendments to the Clean Energy Alliance Conflict of Interest Code.

Item 4: **Consider Adoption of Resolution No. 2026-040 Approving and Authorizing the Execution of a Joint Powers Agreement Providing Clean Energy Alliance Associate Membership to the California Community Choice Financing Authority (CCCFA) to Issue Municipal Bonds for Energy Prepay Transactions**

RECOMMENDATION:
Adopt Resolution No. 2026-040 approving and authorizing the execution of a Joint Powers Agreement providing CEA Associate Membership to the California Community Choice Financing Authority (CCCFA) to Issue Municipal Bonds for Energy Prepay Transactions.

Item 5: **Consideration of Resolution No. 2026-041 Attesting to the Veracity of the 2025 Power Source Disclosure Reports Addressing the Clean Impact, Clean Impact Plus, Green Impact and Wholesale Market Access Tariff Power Retail Electric Service Offerings**

RECOMMENDATION:
Adopt Resolution No. 2026-041 attesting to the veracity of the 2025 Power Source Disclosure (PSD) Reports and Addressing the Clean Impact, Clean Impact Plus, Green Impact, and Wholesale Market Access Tariff Retail Electric Service Offerings.

Item 6: **Consideration of Resolution No. 2026-042 Awarding a Professional Services Agreement (PSA) to Pouneh Sammak for Human Resource (HR) Consultant Services from October 1, 2026, through December 31, 2027, and Authorizing the Chief Executive Officer to Execute the PSA**

RECOMMENDATION:
Adopt Resolution 2026-042, approving a PSA with Pouneh Sammak for HR Consultant Services for an amount not to exceed $156,000 per fiscal year, effective July 1, 2026, through December 31, 2027, authorizing the Chief Executive Officer to sign the Agreement.

Item 7: **Consider Approval of Resolution No. 2026-043 Approving the Form of and Authorizing the Execution of a Memorandum of Understanding and Authorizing Participation in the Special District Risk Management Authority's Health Benefits Program**

RECOMMENDATION:
Approve Resolution No. 2026-043 approving the form of and authorizing the execution of a Memorandum of Understanding and authorizing participation in the Special District Risk Management Authority's Health Benefits Program.

Item 8: **Consider Adoption of Resolution No. 2026-044 Approving Community Advisory Committee Member Appointments for Terms through December 31, 2027**

RECOMMENDATION:
Adopt Resolution No. 2026-044 appointing members to the Community Advisory Committee for terms through December 31, 2027.

Reports

Item 9: **Clean Energy Alliance Chief Executive Officer Operational and Administrative Report**

RECOMMENDATION:
Receive and file the report.

Item 10: **Consideration of Resolution No. 2026-045 Amending and Adopting a Bad Debt, Delinquent Account, and Collections Policy**

RECOMMENDATION:
Adopt Resolution No. 2026-045 amending and adopting a Bad Debt, Delinquent Account, and Collections Policy as clarification and replacement of the CEA Collections Policy CEA-05 and authorizing the Chief Executive Officer to make future updates to such policy consistent with applicable law and the Amended CEA Joint Powers Agreement (JPA) and in a form approved by General Counsel and reported to the Board.

Item 11: **Consider Adoption of Resolution No. 2026-046 Amending and Adopting a Check Handling and Unclaimed Funds Policy CEA-019**

RECOMMENDATION:
Adopt Resolution No. 2026-046 amending and adopting a Check Handling and Unclaimed Funds Policy as clarification and replacement of the Check Handling Policy CEA-019 and

authorizing the Chief Executive Officer to make future updates to such policy consistent with applicable law and the Amended Clean Energy Alliance Joint Powers Agreement (JPA) and in a form approved by General Counsel and reported to the Board.

Item 12: **Regulatory Update**

RECOMMENDATION:
Receive the Regulatory update from Keyes and Fox.

New Business

Item 13: **Consider Adoption of Resolution No. 2026-047 Approving an Interconnection Package for Encina Biogas-to-Energy Project and Authorizing Submittal of the Interconnection Applications to SDG&E and CAISO**

RECOMMENDATION:
Adopt Resolution No. 2026-047 approving the Interconnection Package of Agreements related to the Encina Biogas-to-Energy Project, approving an exception to competitive solicitation requirements under Section 4 of Policy CEA-07, awarding the Agreements to GDS Associates, Inc. and Bright Hill Energy, and approving and ratifying the CEO's respective signatures for these Agreements. Furthermore, that the Board authorize the Chief Executive Officer to work with the Encina Wastewater Authority to submit the related interconnection applications to San Diego Gas & Electric and the California Independent System Operator.

Closed Session

Item 14: **PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957**

Title: Chief Executive Officer

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

NEXT MEETING: The Regular Board Meeting is scheduled for October 29, 2026, Leucadia Wastewater District, 1960 La Costa Ave., Carlsbad, CA 92009.

If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act ("ADA"), please contact clerk@thecleanenergyalliance.org prior to the meeting for assistance.

CLEAN ENERGY ALLIANCE

Staff Report

DATE: September 24, 2026

TO: Clean Energy Alliance Board of Directors

FROM: Andy Stern, Interim Chief Financial Officer/Treasurer

ITEM 1: Clean Energy Alliance Treasurer's Report

RECOMMENDATION:

Receive and File Clean Energy Alliance (CEA) Interim Treasurer's Report for June 2026.

BACKGROUND AND DISCUSSION:

This report provides the Board with the following financial information through May 31, 2026:

- Statement of Financial Position (Unaudited and preliminary) – Reports assets, liabilities, and financial position of the CEA as of June 30, 2026.
- Statement of Revenues, Expenses and Changes in Net Position (Unaudited and preliminary) for the period ended June 30, 2026.
- Budget to Actuals Comparison Schedule (Unaudited and preliminary) – Reports actual revenues and expenditures compared to the annual amended budget as of June 30, 2026.
- List of Payments Issued – Reports payments issued for June 2026.

As of June, 2026, liabilities represent invoices and estimated accruals for energy and services received but not yet paid.

FISCAL IMPACT:

As of June 30, 2026, CEA's reported Unrestricted Net Position was $86,420,483.00

Submitted for Board consideration:

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Gregory Wade
Chief Executive Officer

ATTACHMENTS:

A. Treasurer's Report for June 2026

CLEAN ENERGY ALLIANCE
STATEMENT OF NET POSITION
As of June 30, 2026

ASSETS	
Current assets	
Cash and cash equivalents	$ 55,547,095
Accounts receivable, net of allowance	37,044,413
Accrued revenue	23,498,739
Other receivables	3,588,741
Prepaid expenses	10,602,638
Deposits	1,035,938
Total current assets	131,317,564
Noncurrent assets	
Deposits	8,578
Total noncurrent assets	8,578
Total assets	131,326,142
LIABILITIES	
Current liabilities	
Accrued cost of electricity	36,479,386
Accounts payable	809,787
Deferred revenue	588,960
Other accrued liabilities	540,664
Total current liabilities	38,418,797
Noncurrent liabilities	
Security deposits - energy suppliers	6,486,862
Total liabilities	44,905,659
NET POSITION	
Unrestricted	$ 86,420,483

These financial statements do not contain note disclosures, have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

CLEAN ENERGY ALLIANCE
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
Year Ended June 30, 2026

OPERATING REVENUES	
Electricity sales, net	$ 383,594,724
Miscellaneous income	2,993
Total operating revenues	383,597,717
OPERATING EXPENSES	
Cost of electricity	308,233,067
Contract services	7,175,011
Staff compensation	2,720,254
Other operating expenses	894,799
Total operating expenses	319,023,131
Operating income (loss)	64,574,586
NONOPERATING REVENUES (EXPENSES)	
Investment income	1,435,017
Interest and debt related expenses	(968,231)
Nonoperating revenues (expenses), net	466,786
CHANGE IN NET POSITION	65,041,372
Net position at beginning of year	21,379,111
Net position at end of period	$ 86,420,483

These financial statements do not contain note disclosures, have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

BUDGET TO ACTUALS COMPARISON SCHEDULE

At its June 2025 board meeting, the CEA Board approved the Fiscal Year (FY) 2025/26 budget approving $346,904,000 in total operating expenses. For the year-to-date, $319,991,000 of operating expenses have been expended. Revenues from electricity sales for the year-to-date reached $383,598,000. Nonoperating activity was a net income of $896,000. The overall change in net position for the year-to-date was an increase of $65,041,000.

The Budget to Actuals Comparison Schedule is shown below.

CLEAN ENERGY ALLIANCE
BUDGETARY COMPARISON SCHEDULE
Year Ended June 30, 2026

	Year-To-Date				Annual		
			Variance fav. (unfav.)				Budget Remaining /
	Actual	Budget	Amount	%	Annual Budget	Budget Less Actual YTD	Budget %
Electricity Sales, net	$ 383,597,717	$ 383,146,909	$ 450,808	0%	383,146,909	(450,808)	0%
Operating Expenses							
Cost of Energy	308,233,067	333,540,321	25,307,254	8%	333,540,321	25,307,254	8%
Other Operating Expenses	11,219,062	13,363,246	2,144,184	16%	13,363,246	2,144,184	16%
Total Operating Expenses	319,452,129	346,903,567	27,451,438	8%	346,903,567	27,451,438	8%
Operating Income (Loss)	64,145,588	36,243,342	27,902,246	77%	36,243,342	(27,902,246)	
Total Nonoperating Income/(Expense)	895,783	(380,692)	1,276,475	335%	(380,692)	(1,276,475)	335%
Change in Net Position	$ 65,041,371	$ 35,862,650	$ 29,178,721		$ 35,862,650	$ (29,178,721)	

These financial statements do not contain note disclosures, have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

LIST OF PAYMENTS ISSUED

The report on the following page provides the details of payments issued by CEA for the month. All payments were within approved budget.

Payment Date	Vendor	Bill Memo	Payment Amount
06/01/2026	PARTICIPATE ENERGY FUND LLC	Apr 2026 PPA Period 04042026-05032026	$2,909.23
06/01/2026	SAAVI ENERGY SOLUTIONS, LLC.	Sep 2026 - Firm Resource Adequacy	$1,096,500.00
06/01/2026	SDG&E (Procurement)	AUG 2026 - RA Billing Period: Aug 01, 2026 to Aug 31, 2026	$316,959.70
06/01/2026	Sentinel Energy Center	AUG 2026 Contrac	$905,580.00
06/01/2026	THE ENERGY AUTHORITY (CHANNELSID	June 2026 - CAISO Weekly Statement of Activity	$32,326.50
06/01/2026	THE ENERGY AUTHORITY (ENERGY SETT	June 2026 - CAISO Weekly Statement of Activity	$198,088.38
06/01/2026	Tripepi, Smith & Associates, Inc.	May 2026 - Retainer Communications and Marketing Services	$15,026.00
06/02/2026	BURKE, WILLIAMS & SORENSEN, LLP	April 2026 - Legal services	$12,703.21
06/02/2026	HOWARD, ROB	Expense Reimbursement	$4,948.05
06/02/2026	Neyenesch Printers	200 5 Year Anniversary Impact Report	$666.23
06/04/2026	Amy Williams	Expense Report Apr 1, 2026 to May 13, 2026	$1,656.90
06/04/2026	Carlsbad Municipal Water District	RECs	$4,440.00
06/05/2026	CALPINE ENERGY SOLUTIONS (Data MGR	April 2026 - Services	$297,999.55
06/05/2026	River City Bank CC	APRIL 2026 CC Statement	$1,408.07
06/08/2026	Hall Energy Law PC	April 2026 - Transactional support	$7,695.00
06/08/2026	THE ENERGY AUTHORITY (CHANNELSID	June 2026 - CAISO Weekly Statement of Activity	$18,934.65
06/08/2026	THE ENERGY AUTHORITY (ENERGY SETT	June 2026 - CAISO Weekly Statement of Activity	$151,381.30
06/08/2026	USPS	First-Class Mail and First-Class Package Service	$922.77
06/09/2026	BRAUN BLAISING SMITH WYNNE	APRIL 2026 - General Matters	$580.43
06/09/2026	BRENTECH INCORPORATED	3 Logitech C920S HD Webcam, 1080p/30fps, dual-mic	$271.53
06/09/2026	BRENTECH INCORPORATED	26 VEEAM Microsoft 365 Backup	$286.00
06/09/2026	Carlsbad Rotary Foundation	2026 Carlsbad Wine and Food Festival	$750.00
06/09/2026	NewGen Strategies & Solutions	May 2026 -Project: CEA SDG&E ERRA REGULATORY	$3,555.00
06/09/2026	Neyenesch Printers	50,000 CEA Move Notices	$3,174.62
06/09/2026	STERN, ANDREW	For the period from May 1, 2026 through May 31, 2026	$14,687.49
06/09/2026	Summit Advocacy LLC	MAY 2026 Lobbying Consulting Services	$7,000.00
06/09/2026	The Bayshore Consulting Group, Inc	MAY 2026 - CEA Consulting	$568.75
06/09/2026	Tripepi, Smith & Associates, Inc.	May 2026 - Retainer Communications and Marketing Services	$675.00
06/09/2026	WADE, GREG	May 12 2026 - Expense Reimbursement	$28.93
06/11/2026	HOWARD, ROB	Expense Reimbursement	$2,930.32
06/11/2026	PaulosAnalysis	Q12026: Feb-March-April 2026	$1,500.00
06/11/2026	SDRMA	July 2026 Benefits Coverage	$21,477.10
06/12/2026	EMPOWER (401a)	Employee Retirement -06/05/26	$14,874.80
06/12/2026	EMPOWER (457b)	Employee Retirement -06/05/26	$10,092.58
06/15/2026	KARBONE INC.	REC transaction	$677,200.50
06/15/2026	THE ENERGY AUTHORITY (CHANNELSID	June 2026 - CAISO Weekly Statement of Activity	$193,525.23
06/15/2026	THE ENERGY AUTHORITY (ENERGY SETT	June 2026 - CAISO Weekly Statement of Activity	$1,194,641.84
06/16/2026	Neyenesch Printers	2,467 Move Notice Mailing	$378.59
06/16/2026	Oside Arena Management LLC	Agreement, Sponsor Year 2026	$40,000.00
06/16/2026	san diego human resources consulting inc.	June HR Advisory Services	$2,900.00
06/16/2026	USPS	First-Class Mail and First-Class Package Service	$1,325.16

06/17/2026	Chevron Power Holdings Inc.	July 2026 - RA Capacity prepayment	$1,400,000.00
06/17/2026	Keyes & Fox LLP	May 2026 - Transactional legal services	$39,977.82
06/18/2026	AGUILAR, NATALIE	ER MAY 2026	$19.59
06/18/2026	Alcaraz, Sophia	ER May 12, 2026 to May 15, 2026	$98.88
06/18/2026	Alcaraz, Sophia	ER June 10 2026	$10.00
06/18/2026	Amy Williams	Expense Report Jun 2, 2026 to Jun 12, 2026	$2,906.84
06/18/2026	BRB Law LLP	05/31/2026 Flat Fee: Flat Fee: Community Solar Split	$172.50
06/18/2026	Chevron Power Holdings Inc.	Aug 2026 - RA Capacity prepayment	$1,400,000.00
06/18/2026	FABICK, EMILY	Expense Report - May 19, 2026	$25.96
06/18/2026	KARBONE INC.	REC transaction	$492,034.50
06/18/2026	Pacific Gas & Electric	January 2026 Renewable Energy Certificates Sale	$1,766,250.00
06/18/2026	Reynolds, Tiffany	ER - May 28, 2026	$533.43
06/18/2026	Reynolds, Tiffany	ER - June 9, 2026	$500.00
06/18/2026	Reynolds, Tiffany	ER - May 18, 2026 to May 31, 2026	$782.52
06/18/2026	Villaseñor, Karen	Expense Report - May 29, 2026	$250.00
06/22/2026	EDF TRADING NORTH AMERICA	May 2026 - Capacity Purchase	$392,500.00
06/22/2026	ES 1A Group 2 Opco, LLC	MAY 2026 - Resource Adequacy	$108,360.00
06/22/2026	SDG&E (Procurement)	MAY 2026 - Billing Period: May 01, 2026 to May 31, 2026	$4,377,307.85
06/22/2026	SEMPRA	MAY 2026 - Capacity Purchases	$881,250.00
06/22/2026	THE ENERGY AUTHORITY (CHANNELSID	June 2026 - CAISO Weekly Statement of Activity	$42,654.63
06/22/2026	THE ENERGY AUTHORITY (ENERGY SETT	June 2026 - CAISO Weekly Statement of Activity	$173,619.42
06/22/2026	WESTERN POWER & STEAM II, LLC	AUG 2026 RA	$592,000.00
06/23/2026	ATRIA WORKSPACE (AVANTI)	July 2026 Rent for 333,334 and 335	$8,899.40
06/23/2026	Citadel energy marketing llc	MAY 2026 - CAISO	$1,701,151.05
06/23/2026	Constellation Generation Company, LLC	APRIL 2026 - Power Purchase	$1,414,740.00
06/23/2026	LEAPFROG POWER, INC.	June 2026 - RA	$22,758.20
06/23/2026	Maher Accountancy	June 2026 - Accounting, cash disbursements and related tasks	$13,000.00
06/23/2026	Mitchell Thorp Foundation	June 2026 Par for a Purpose Tee Hole Sponsorship	$500.00
06/23/2026	MORGAN STANLEY CAPITAL GROUP, IN	May 2026 - Energy	$1,402,168.30
06/23/2026	Neyenesch Printers	3,564 Move Notice Mailing	$828.60
06/23/2026	NRG (Formerly DIRECT ENERGY)	APRIL 2026 Energy and Capacity	$2,952,480.48
06/23/2026	Pacific Energy Advisors, Inc	MAY 2026 - Technical Consulting Advisors & Channelside	$49,000.00
06/23/2026	Shell Oil North America	Apr-26	$2,886,092.90
06/23/2026	Tecolote Wind LLC	May 2026 - Resource Adequacy Benefits	$103,500.00
06/24/2026	SDG&E(Service Fees)	Period May 1, 2026 to May 31, 2026.	$58,322.11
06/24/2026	THE ENERGY AUTHORITY (SERVICES FEE	May 2026 - Resource Management Monthly Fees	$21,724.78
06/25/2026	BURKE, WILLIAMS & SORENSEN, LLP	May 2026 Fees	$12,882.96
06/25/2026	EMPOWER (401a)	Employee Retirement -06/20/26	$15,903.44
06/25/2026	EMPOWER (457b)	Employee Retirement -06/20/26	$10,677.58
06/25/2026	Powerex	CALIFORNIA RPS PCC1 REC SALES	$308,437.50
06/25/2026	Resi Station LLC (Renew Home)	MAY 2026 - Proxy Demand Response CEA	$6,999.40
06/25/2026	WREGIS	Retired	$216.00
06/29/2026	BRB Law LLP	04/30/2026 Flat Fee: Flat Fee: Community Solar Split	$1,442.14
06/29/2026	JPMorgan (Interest and Committed Fee Only	Bank Fees on unutilized balance 4/1/26-6/30/26	$126,388.89
06/29/2026	THE ENERGY AUTHORITY (CHANNELSID	June 2026 - CAISO Weekly Statement of Activity	$33,258.57
06/29/2026	THE ENERGY AUTHORITY (ENERGY SETT	June 2026 - CAISO Weekly Statement of Activity	$194,426.82
06/30/2026	USPS	First-Class Mail and First-Class Package Service	$764.89
Multiple	Multiple customers	NEM Cash Out	$287,892.91

CLEAN ENERGY ALLIANCE

Staff Report

DATE: September 24, 2026

TO: Clean Energy Alliance Board of Directors

FROM: Andy Stern, Interim Chief Financial Officer/Treasurer

ITEM 2: Clean Energy Alliance Treasurer's Report for July 2026

RECOMMENDATION:

Receive and File Clean Energy Alliance (CEA) Interim Treasurer's Report for July 2026.

BACKGROUND AND DISCUSSION:

This report provides the Board with the following financial information through July 31, 2026:

- Statement of Financial Position (Unaudited and preliminary) – Reports assets, liabilities, and financial position of the CEA as of July 31, 2026.
- Statement of Revenues, Expenses and Changes in Net Position (Unaudited and preliminary) for the period ended July 31, 2026.
- Budget to Actuals Comparison Schedule (Unaudited and preliminary) – Reports actual revenues and expenditures compared to the annual amended budget as of July 31, 2026.
- List of Payments Issued – Reports payments issued for July 2026.

As of July 31, 2026, liabilities represent invoices and estimated accruals for energy and services received but not yet paid.

FISCAL IMPACT:

As of July 31, 2026, CEA's reported Unrestricted Net Position was $104,457,074.

Submitted for Board consideration:

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Gregory Wade
Chief Executive Officer

ATTACHMENTS:

A. Treasurer's Report for July 2026

CLEAN ENERGY ALLIANCE
STATEMENT OF NET POSITION
As of July 31, 2026

ASSETS	
Current assets	
Cash and cash equivalents	$ 70,267,354
Accounts receivable, net of allowance	40,289,043
Accrued revenue	31,633,207
Other receivables	3,824,893
Prepaid expenses	10,848,843
Deposits	1,035,938
Total current assets	157,899,278
Noncurrent assets	
Deposits	8,578
Total noncurrent assets	8,578
Total assets	157,907,856
LIABILITIES	
Current liabilities	
Accrued cost of electricity	47,118,942
Accounts payable	889,554
Deferred revenue	490,800
Other accrued liabilities	464,624
Total current liabilities	48,963,920
Noncurrent liabilities	
Security deposits - energy suppliers	4,486,862
Total liabilities	53,450,782
NET POSITION	
Unrestricted	$ 104,457,074

These financial statements do not contain note disclosures, have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

CLEAN ENERGY ALLIANCE
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
One Month Ended July 31, 2026

OPERATING REVENUES	
Electricity sales, net	$ 52,170,625
Total operating revenues	52,170,625
OPERATING EXPENSES	
Cost of electricity	33,171,518
Contract services	650,187
Staff compensation	309,204
Other operating expenses	94,036
Total operating expenses	34,224,945
Operating income (loss)	17,945,680
NONOPERATING REVENUES (EXPENSES)	
Investment income	140,245
Interest and financing related expenses	(42,130)
Nonoperating revenues (expenses), net	98,115
CHANGE IN NET POSITION	18,043,795
Net position at beginning of year	86,413,279
Net position at end of period	$ 104,457,074

These financial statements do not contain note disclosures, have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

BUDGET TO ACTUALS COMPARISON SCHEDULE

At its June 2026 board meeting, the CEA Board approved the Fiscal Year (FY) 2026/27 budget approving $352,286,000 in total operating expenses. For the year-to-date, $34,267,000 of operating expenses have been expended. Revenues from electricity sales for the year-to-date reached $52,171,000. Nonoperating activity was a net income of $140,000. The overall change in net position for the year-to-date was an increase of $18,044,000.

The Budget to Actuals Comparison Schedule is shown below.

CLEAN ENERGY ALLIANCE
BUDGETARY COMPARISON SCHEDULE
One Month Ended July 31, 2026

	Year-To-Date				Annual		
			Variance fav. (unfav.)				
	Actual	Budget	Amount	%	Annual Budget	Budget Less Actual YTD	Budget Remaining / Budget %
Electricity Sales, net	$ 52,170,625	$ 45,547,657	$ 6,622,968	15%	378,512,223	326,341,598	86%
Operating Expenses							
Cost of Energy	33,171,518	34,613,738	1,442,220	4%	337,941,430	304,769,912	90%
Other Operating Expenses	1,095,557	1,112,304	16,747	2%	14,344,118	13,248,561	92%
Total Operating Expenses	34,267,075	35,726,042	1,458,967	4%	352,285,548	318,018,473	90%
Operating Income (Loss)	17,903,550	9,821,615	8,081,935	82%	26,226,675	8,323,125	
Total Nonoperating Income/(Expense)	140,244	110,771	29,473	-27%	2,032,385	1,892,141	93%
Change in Net Position	$ 18,043,794	$ 9,932,386	$ 8,111,408		$ 28,259,061	$ 10,215,267	

These financial statements do not contain note disclosures, have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

LIST OF PAYMENTS ISSUED

The report on the following page provides the details of payments issued by CEA for the month. All payments were within approved budget.

Payment Date	Vendor	Bill Memo	Payment Amount
07/01/2026	Sentinel Energy Center	SEP 2026 Contract	$905,580.00
07/01/2026	The Energy Authority (RA and other Sales)	August 2026 - Capacity Sales	$143,750.00
07/01/2026	USPS	First-Class Mail and First-Class Package Service	$370.00
07/06/2026	CALPINE ENERGY SOLUTIONS (Data MGR)	May 2026 - Services	$277,742.05
07/06/2026	PARTICIPATE ENERGY FUND LLC	May'2026 PPA Period	$4,211.72
07/06/2026	River City Bank CC	MAY 2026 CC Statement	$7,203.49
07/06/2026	River City Bank CC	JUNE 2026 CC Statement	$17.19
07/06/2026	SAAVI ENERGY SOLUTIONS, LLC.	Firm Resource Adequacy - (October 2026) Prepayment	$1,096,500.00
07/06/2026	SDG&E (Procurement)	SEP 2026 - Billing Period: Sep 01, 2026 to Sep 30, 2026	$325,146.00
07/06/2026	THE ENERGY AUTHORITY (CHANNELSIDE)	CAISO Weekly Statement of Activity	$39,357.85
07/06/2026	THE ENERGY AUTHORITY (ENERGY SETTLEMENTS)	CAISO Weekly Statement of Activity	$282,457.26
07/07/2026	Berg, Jacqueline	Expense reimbursements Jun 15, 2026	$609.38
07/07/2026	HERNANDEZ QUANTITATIVE SYSTEMS	1 Strategic Advisory Services per SAS Agreement	$4,999.50
07/07/2026	MCGEE, KAITLIN	May 11, 2026 to Jun 10, 2026	$1,201.07
07/07/2026	Nackerman Consulting LLC	Consulting on distributed energy strategy rendered	$975.00
07/07/2026	Neyenesch Printers	2,016 Move Notice Mailing 6/17 and 6/22	$365.90
07/07/2026	STERN, ANDREW	For the period from June 1, 2026 through June 30, 2026	$15,704.81
07/07/2026	The Association of Women in Water, Energy & Environment	Membership level change. New level: Organization Membership	$1,950.00
07/08/2026	EMPOWER (401a)	Employee Retirement - 07/05/26	$16,232.29
07/08/2026	EMPOWER (457b)	Employee Retirement - 07/05/26	$10,910.42
07/08/2026	Summit Advocacy LLC	JUNE 2026 Lobbying Consulting Services	$7,000.00
07/08/2026	Tripepi, Smith & Associates, Inc.	June 2026 - Retainer Communications and Marketing Services	$15,026.00
07/13/2026	AMERICAN PUBLIC POWER ASSOCIATION	Community Choice Aggregator Associate Member-7/6/2026 to 7/5/2027	$3,250.00
07/13/2026	ATRIA WORKSPACE (AVANTI)	AUG 2026 Rent for 333,334 and 335	$8,737.40
07/13/2026	River City Bank CC	JUNE 2026 CC Statement	$3,798.81
07/13/2026	River City Bank CC	JUNE 2026 CC Statement	$3,549.32
07/13/2026	River City Bank CC	JUNE 2026 CC Statement	$151.87
07/13/2026	THE ENERGY AUTHORITY (CHANNELSIDE)	CAISO Weekly Statement of Activity	$23,885.24
07/13/2026	THE ENERGY AUTHORITY (ENERGY SETTLEMENTS)	CAISO Weekly Statement of Activity	$303,745.85
07/14/2026	AGUILAR, NATALIE	Expense reimbursements Jun 15, 2026 to Jun 26, 2026	$150.30
07/14/2026	Aurora Energy Research LLC	CAISO Power & Renewables - 7/1/2026 9/30/2026	$12,499.75
07/14/2026	Berg, Jacqueline	Expense reimbursements Jun 24, 2026 to Jun 25, 2026	$290.38
07/14/2026	BRB Law LLP	06/30/2026 Flat Fee: Flat Fee: Community Solar Split	$147.86
07/14/2026	BRENTECH INCORPORATED	26 VEEAM Microsoft 365 Backup Protection	$286.00
07/14/2026	Cleantech San Diego Association	Membership Period: April 2026 - April 2027	$4,500.00
07/14/2026	NewGen Strategies & Solutions	June 2026 -Project: CEA SDG&E ERRA REGULATORY	$4,830.00
07/14/2026	san diego human resources consulting inc.	July HR Advisory Service	$2,900.00
07/14/2026	SDRMA	AUG 2026 Benefits Coverage	$57,400.39
07/14/2026	The Bayshore Consulting Group, Inc	JUNE 2026 - CEA Consulting	$2,625.00
07/14/2026	University of San Diego	Lesley K. McAllister Symposium Gold Level Sponsorship	$2,500.00
07/14/2026	University of San Diego	San Diego Regional Energy Academy Sponsorship	$10,000.00
07/14/2026	USPS	First-Class Mail and First-Class Package Service	$1,103.69
07/14/2026	Villaseñor, Karen	Expense Report - Jun 20, 2026 to Jun 25, 2026	$134.60
07/15/2026	Chevron Power Holdings Inc.	SEP 2026 - RA Capacity prepayment	$1,400,000.00
07/16/2026	Hall Energy Law PC	May 2026 - Transactional support	$9,169.20
07/17/2026	Maher Accountancy	July 2026 - Accounting and related tasks, and software reimbursement	$19,991.43
07/20/2026	EDF TRADING NORTH AMERICA	June 2026 - Capacity Purchase	$392,500.00
07/20/2026	ES 1A Group 2 Opco, LLC	JUNE 2026 - Resource Adequacy	$108,360.00
07/20/2026	LEAPFROG POWER, INC.	July 2026 - RA (2260.00 kW)	$22,758.20

Payment Date	Vendor	Bill Memo	Payment Amount
07/20/2026	Orange County Power Authority(Vendor)	Sell - VAMO - June 2026	$3,501,821.30
07/20/2026	SDG&E (Procurement)	JUNE 2026 - Billing Period: Jun 01, 2026 to Jun 30, 2026	$5,491,790.55
07/20/2026	SEMPRA	JUNE 2026 - Capacity Purchases	$881,250.00
07/20/2026	THE ENERGY AUTHORITY (CHANNELSIDE)	CAISO Weekly Statement of Activity	$49,880.05
07/20/2026	THE ENERGY AUTHORITY (ENERGY SETTLEMENTS)	CAISO Weekly Statement of Activity	$211,927.39
07/20/2026	WESTERN POWER & STEAM II, LLC	SEP 2026 RA	$592,000.00
07/21/2026	Neyenesch Printers	2,794 Move Notice Mailing 6/30 and 7/7	$388.10
07/21/2026	Reynolds, Tiffany	Expense reimbursements - Jul 14, 2026	$995.00
07/21/2026	Reynolds, Tiffany	Expense reimbursements - Jun 23, 2026 to Jul 8, 2026	$1,531.07
07/21/2026	SDG&E(Service Fees)	For services rendered under Schedule CCA for period June 2026	$62,740.60
07/21/2026	WREGIS	Retired QUANTITY	$4,432.73
07/23/2026	Citadel energy marketing llc	JUNE 2026 - CAISO DA SP-15	$2,361,571.88
07/23/2026	Constellation Generation Company, LLC	MAY 2026 - Power Purchase	$1,102,222.30
07/23/2026	EMPOWER (FEES)	Expense Charges - 401(a) Plan Investment Management fees	$1,015.96
07/23/2026	EMPOWER (FEES)	Expense Charges - 457(b) Plan Investment Management fees	$1,275.90
07/23/2026	GDS Associates, Inc.	PROFESSIONAL SERVICES RENDERED 05/30/26 - 06/26/26	$12,880.00
07/23/2026	MORGAN STANLEY CAPITAL GROUP, INC.	June 2026 - Energy	$1,615,681.80
07/23/2026	NRG (Formerly DIRECT ENERGY)	May 2026 Energy and Capacity	$2,509,608.57
07/23/2026	Shell Oil North America	MAY 2026 - Power	$2,739,693.80
07/23/2026	Tecolote Wind LLC	JUNE 2026 - Resource Adequacy Benefits	$112,062.50
07/23/2026	Tripepi, Smith & Associates, Inc.	June 2026 - Retainer Communications and Marketing Services	$328.75
07/24/2026	BRAUN BLAISING SMITH WYNNE	MAY 2026 - General Matters	$1,231.45
07/24/2026	CalCCA	July - Sep 2026 - Operational Member Dues FY 26-27	$108,150.00
07/24/2026	Resi Station LLC (Renew Home)	JUNE 2026 - Proxy Demand Response CEA	$10,796.70
07/27/2026	Amy Williams	Expense Report Jul 15, 2026	$195.45
07/27/2026	EMPOWER (401a)	Employee Retirement - 07/20/26	$16,070.12
07/27/2026	EMPOWER (457b)	Employee Retirement - 07/20/26	$10,795.08
07/27/2026	Keyes & Fox LLP	June 2026 - Transactional legal services	$55,399.05
07/27/2026	Pacific Energy Advisors, Inc	JUNE 2026 - Technical Consulting Advisors & Channelside	$49,000.00
07/27/2026	THE ENERGY AUTHORITY (SERVICES FEES ONLY)	June 2026 - Resource Management Monthly Fees	$21,724.78
07/28/2026	Ana Marie Alarcon	ER May 12, 2026	$3,229.68
07/28/2026	Powerex	AUG 2026 - CALIFORNIA RPS	$61,687.50
07/28/2026	THE ENERGY AUTHORITY (CHANNELSIDE)	CAISO Weekly Statement of Activity	$61,866.46
07/28/2026	THE ENERGY AUTHORITY (ENERGY SETTLEMENTS)	CAISO Weekly Statement of Activity	$277,477.99
07/28/2026	USPS	First-Class Mail and First-Class Package Service	$1,376.85
07/29/2026	Nackerman Consulting LLC	Consulting on distributed energy strategy rendered	$2,730.00
07/30/2026	CALIFORNIA DEPT TAX& FEE ADMIN	2026-Q2 Electric Energy Surcharge	$164,299.00
07/31/2026	CHANNELSIDE (Revenue Fund)	Partial return of deposit	$2,000,000.00
Multiple	Multiple	NEM Cash Out	$41,551.40

CLEAN ENERGY ALLIANCE

Staff Report

DATE: September 24, 2026

TO: Clean Energy Alliance Board of Directors

FROM: Greg Wade, Chief Executive Officer

ITEM 3: Consideration of Resolution No. 2026-039 Approving Amendments to the Clean Energy Alliance Conflict of Interest Code

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RECOMMENDATION:

That the Clean Energy Alliance (CEA) Board of Directors (Board) adopt Resolution No. 2026-039 approving amendments to the CEA Conflict of Interest Code.

BACKGROUND AND DISCUSSION:

California Government Code Section 87300 requires CEA to adopt and promulgate a Conflict of Interest Code ("Code") that applies to those officials and designated positions who are involved in CEA's decision making. At its regular meeting on November 19, 2019, the CEA Board adopted Resolution No. 2019-001 adopting the Code and approved amendments to the Code through adoption of Resolution No. 2020-006 at its November 19, 2020 Board Meeting, through Resolution No. 2022-007 at its September 22, 2022 Board Meeting and through Resolution No. 2024-017 at its September 26, 2024 Board Meeting.

CEA is required by California Government Code Section 87306(b) to hold a biennial review with its governing body to determine if any amendments are necessary. The Code applies to the designated economic interests that exist within CEA's jurisdiction and not just the jurisdiction of the Member Agencies. The proposed amendments are to add, delete and revise titles.

Government Code Section 82011(b) requires the San Diego County Board of Supervisors to be the code reviewing body for CEA's Code. If the Board adopts the Code amendment, staff will forward the resolution and the CEA's Conflict of Interest Code to San Diego County for review and approval. The Board of Supervisors is required to act upon the Conflict of Interest Code within ninety (90) days after receiving the Code for review. The Board of Supervisors may approve the Code as submitted, make revisions, or return the proposed Code to the CEA's Board for review and resubmission back to the Board of Supervisors for approval.

FISCAL IMPACT:

There is no fiscal impact from this action.

Submitted for Board consideration:

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Gregory Wade
Chief Executive Officer

ATTACHMENTS:

A. Resolution No. 2026-039 Approving Amendments to the Clean Energy Alliance Conflict of Interest Code

CLEAN ENERGY ALLIANCE
RESOLUTION NO. 2026-039

A RESOLUTION OF CLEAN ENERGY ALLIANCE BOARD OF DIRECTORS AMENDING THE CONFLICT OF INTEREST CODE TO ADD CURRENT STAFF POSITIONS

WHEREAS, Government Code Section 87300 requires state and local government agencies to adopt conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730), which contains the terms of a standard conflict of interest code, which may be incorporated by reference into an agency's code; and

WHEREAS, Clean Energy Alliance ("CEA") is a joint powers authority subject to Government Code Section 87300 code-filing requirement; and

WHEREAS, on November 5, 2019, the Board of Directors of the CEA ("Board") adopted a Conflict of Interest of Code by Resolution No. 2019-001 in accordance with the requirements of state law, and this Conflict of Interest Code was subsequently approved by the San Diego County Board of Supervisors as its code reviewing body; and

WHEREAS, on November 19, 2020, the Board adopted Resolution No. 2020-006, rescinding Resolution No. 2019-001 and amending the Conflict of Interest Code; and

WHEREAS, on September 22, 2022, the Board adopted Resolution No. 2022-007, rescinding Resolution No. 2020-006 and amending the Conflict of Interest Code; and

WHEREAS, on September 26, 2024, the Board adopted Resolution No. 2024-017, rescinding Resolution No. 2020-006 and amending the Conflict of Interest Code; and

WHEREAS, the Board desires to amend the Conflict of Interest Code in order to add new and amended staff positions

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Clean Energy Alliance, as follows:

Section 1. The Board hereby rescinds Resolution No. 2024-017 and adopts an amended Conflict of Interest Code, a copy of which is attached hereto as Exhibit A and shall be on file with the Board Secretary of CEA, and available to the public for inspection on CEA's website.

<u>Section 2.</u> The amended Conflict of Interest Code shall be submitted to the Board of Supervisors of San Diego County for approval and said Code shall become effective 30 days after the Board of Supervisors approves the proposed amended Conflict of Interest Code as submitted.

<u>Section 3.</u> Any violation of any provision of the Conflict of Interest Code is subject to the administrative, criminal, and civil sanctions provided in the Political Reform Act, Government Code Section 81000 *et seq*.

The foregoing Resolution was passed and adopted this 24th day of September 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

____
Katie Melendez, Board Chair

ATTEST:

____
Ana Marie Alarcon, Clerk to the Board

EXHIBIT A

CONFLICT OF INTEREST CODE OF THE CLEAN ENERGY ALLIANCE

Incorporation of FPPC Regulation 18730 (2 California Code of Regulations, Section 18730) by Reference

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

All Officials and Designated Positions required to submit a statement of economic interests shall file their statements with the Secretary, as CEA's Filing Officer. CEA's Filing Officer shall retain the originals of the statements of all Officials and Designated Positions and shall make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX
CONFLICT OF INTEREST CODE of the
Clean Energy Alliance
Amended on September 24, 2026

PART A

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS	DISCLOSURE CATEGORY
Account Services & Data Specialist/Analyst	1, 2, 3
Assistant General Counsel	1, 2, 3
Board of Directors	1, 2, 3
Board of Directors (Alternates)	1, 2, 3
Chief Executive Officer	1, 2, 3
Chief Finance Officer	1, 2, 3
Chief Operating Officer	1, 2, 3
Clerk to the Board/Executive Assistant	1, 2, 3
Directors (Power Supply, Finance, Human Resources, Programs/Customer Engagement, External Affairs Regulatory & Legislative Affairs	1, 2, 3
Energy Analytics & Risk Analyst/Manager	1, 2, 3
Energy Contracts & Compliance Analyst	1, 2, 3
Energy Contracts & Compliance Specialist/Analyst	1, 2, 3
Executive Assistant/Office Manager	1, 2, 3
External Affairs Manager	1, 2, 3
External Affairs Senior Manager	1, 2, 3
General Counsel	1, 2, 3
Human Resources Manager	1, 2, 3

Key Accounts Specialist/Analyst	1, 2, 3
Key Accounts/Program Manager	1, 2, 3
Key Accounts/Program Senior Manager	1, 2, 3
Marketing Specialist/Analyst	1, 2, 3
Marketing Manager	1, 2, 3
Members of Community Advisory Committee	1, 2, 3
Programs Specialist/Analyst	1, 2, 3
Rates Specialist/Analyst	1, 2, 3
Rates Manager	1, 2, 3
Regulatory & Legislative Affairs Manager	1, 2, 3
Regulatory & Legislative Affairs Senior Manager	1, 2, 3
Regulatory & Legislative Analyst	1, 2, 3
Senior Financial Analyst/Finance Manager	1, 2, 3
Senior Key Accounts Analyst	1, 2, 3
Senior Power Procurement Manager	1, 2, 3
Senior Programs Analyst	1, 2, 3
Senior Regulatory & Legislative Affairs Analyst	1, 2, 3
Treasurer	1, 2, 3
Consultants and New Positions[1]	4

[1] Individuals providing services as a Consultant defined in Regulation 187300.3(a)(2), or in a new position created since this Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitations:

The Chief Executive Officer or his or her designee may determine in writing that a particular consultant or new position, although a "designated position", is hired to perform a range of duties that is limited in scope and thus not required to fully comply with disclosure requirements in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chief Executive Officer or his or her designee's

CLEAN ENERGY ALLIANCE
CONFLICT OF INTEREST CODE

PART B

DISCLOSURE CATEGORIES

Officials and designated positions must report financial interests in accordance with the assigned disclosure categories.

CATEGORY 1:

Persons in this category shall disclose all interests in real property within the jurisdiction of CEA. Real property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by CEA.

Persons are not required to disclose a residence, such as a home or vacation cabin, used exclusively as a personal residence; however, a residence in which a person rents out a room or for which a person claims a business deduction may be reportable.

CATEGORY 2:

Persons in this category shall disclose all income (including gifts, loans and travel payments) from sources that contract with CEA, or that provide, plan to provide, or have provided during the previous two years, facilities, goods, commodities, technology, equipment, vehicles, machinery, or services, including training or consulting services of the type utilized by CEA.

CATEGORY 3:

Persons in this category shall disclose all business positions and investments in business entities that contract with CEA or that provide, plan to provide, or have provided during the previous two years, facilities, goods, commodities, technology, equipment, vehicles, machinery, or services, including training or consulting services of the type utilized by CEA.

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determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov. Code Section 81008.)

CATEGORY 4:

Individuals who perform under contract the duties of any designated position shall be required to file Statements of Economic Interests disclosing reportable interests in the categories assigned to that designated position.

In addition, individuals who, under contract, participate in decisions which affect financial interests by providing information, advice, recommendation, or counsel to CEA which could affect their financial interests shall be required to file Statements of Economic Interests, unless they fall within the Political Reform Act's exceptions to the definition of consultant. The level of disclosure shall be determined by the Chief Executive Officer or his or her designee. (See footnote in Part A for clarification.)

CLEAN ENERGY ALLIANCE

Staff Report

DATE: September 24, 2026

TO: Clean Energy Alliance Board of Directors

FROM: Gregory Wade, Chief Executive Officer

ITEM 4: Consider Adoption of Resolution No. 2026-040 Approving and Authorizing the Execution of a Joint Powers Agreement Providing Clean Energy Alliance Associate Membership to the California Community Choice Financing Authority (CCCFA) to Issue Municipal Bonds for Energy Prepay Transactions

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RECOMMENDATION:

That the Clean Energy Alliance (CEA) Board of Directors (Board) adopt Resolution No. 2026-040 approving and authorizing the execution of a Joint Powers Agreement providing CEA Associate Membership to the California Community Choice Financing Authority (CCCFA) to Issue Municipal Bonds for Energy Prepay Transactions.

BACKGROUND AND DISCUSSION:

Municipal electric, gas utilities, and tax-exempt entities such as community choice aggregators (CCAs) in the United States have the ability to prepay for a long-term supply of electricity or natural gas for their retail end-users and fund that prepayment with tax-exempt municipal bonds ("Prepayments"). Prepayments have saved utility ratepayers (natural gas, electricity from gas fired power plants and energy from renewable power projects) billions of dollars in reduced rates and energy charges and are anticipated to continue to do so over the 30-year life of these transactions.

At its April 30, 2026 meeting, the CEA Board adopted Resolution No. 2026-023 approving a Professional Services Agreement (PSA) with PFM Financial Advisors LLC (PFM) to provide Municipal Financial Advisor (MFA) services to support the establishment, structuring, and execution of the Prepayment transaction.

At its July 30, 2026 meeting, the CEA Board adopted Resolution No. 2026-036 approving a PSA with Chapman and Cutler LLP for prepay and disclosure counsel services to provide advice, counsel, and subject matter expertise to CEA for the negotiation and drafting of all agreements, documentation associated with the transaction, and to serve in the capacity of Disclosure Counsel to CEA. At this meeting, staff also presented an update to the Board regarding the anticipated project schedule, the recommendation to select Goldman Sachs as the prepaid energy transaction counterparty, participation in the CCCFA to issue municipal bonds for the transaction, and the use of Orrick, Herrington & Sutcliffe LLP (Orrick) as Bond and Tax Counsel.

Prepayment Transaction Counterparty

CEA released a Request for Proposals (RFP) for a prepayment energy supplier counterparty on May 28, 2026, and received four responses. The proposals were reviewed by CEA's selection committee and interviews of the top two candidates were conducted. Staff recommends the selection of Goldman Sachs as the counterparty due to its substantial experience in prepayment transactions, access to a large and diverse pool of bond investors, and the extensive support resources it has committed to assisting CEA both during the execution of the transaction and following its completion.

California Community Choice Financing Authority (CCCFA)

The CCCFA is a California joint powers authority founded in 2021 by five CCAs for the express purpose of serving as a low-cost conduit to issue the bonds for CCA prepayment transactions. CCAs may join CCCFA as an Associate Member for purposes of participating in a prepayment transaction. Associate Membership is both sufficient and the required pathway for CCA's completing their first prepayment transaction. Becoming an Associate Member requires the CEA Board to adopt a resolution approving membership and authorizing the execution of the Joint Powers Agreement (JPA). CEA will then submit the signed resolution and executed Joint Powers Agreement to CCCFA with a request for Associate Membership. CCCFA will include an item on their October 2026 Board Meeting agenda requiring majority approval from CCCFA Board to add CEA as an Associate Member. If accepted as an Associate Member, CEA will pay an initial membership fee of $50,000 and agree to pay an equal share of annual operating costs, or cash calls, that are not otherwise covered by collected transaction fees from new bond issuances to other members. A cash call is made by the CCCFA as needed when it is anticipated during the budget process that additional funds will be needed to support CCCFA operating expenses. We estimate that CEA's portion of future cash calls would range from $25,000 to $42,000 annually depending on the total amount required by the CCCFA and the number of member agencies each year. Additional information regarding the CCCFA can be found in Attachment C – Summary of Policies and Procedures for the Issuance for Renewable Energy Prepayment Bonds.

Tax and Bond Counsel

Along with joining CCCFA, Staff is also recommending authorization for CEA to direct the CCCFA to engage with Orrick for the role of bond and tax counsel for this prepayment energy transaction. Orrick will prepare documents such as the Trust Indenture that governs the terms of the prepayment bonds, cash flows, and the security for the payment of the prepayment bonds. At closing, the bond counsel will deliver an opinion on the validity and security of the bonds, and tax counsel delivers an opinion on the tax-exempt status of the bonds. The total cost not to exceed $350,000 will be contingent on the completion of the prepayment transaction and paid from bond proceeds.

As previously noted, staff recommends the selection of Goldman Sachs to fulfill the role of Counterparty Supplier and further recommends that the Board adopt Resolution No. 2026-040 approving and authorizing the execution of a Joint Powers Agreement providing Clean Energy Alliance Associate Membership to the CCCFA to issue the bonds and to direct the CCCFA to engage Orrick as the Bond and Tax Counsel.

FISCAL IMPACT:

There will be an immediate fiscal impact of $50,000 to pay the CCCFA membership fee, and up to $20,000 transaction fee for CCCFA to complete the bond issuance. Upon closing of the transaction, CEA, as a member of CCCFA, may be required to contribute cash from bond proceeds to cover operational expenses. In the past cash calls were required every year, except 2021 and 2025 and were $365,800 in the current budget year. The total amount is split by all active members of the CCCFA. It is anticipated that future cash calls will be in the $300,000 range, possibly increasing to $500,000 once the CCCFA available balance is reduced to the 20% reserve requirement. There are currently 11 member agencies in the CCCFA, so CEA would be the 12th member and our share of future cash calls could range from an estimated $25,000 to $42,000 depending on total memberships each year. As an associate member, CEA would have limited participation in these discussions and would not have voting authority on related decisions.

The fees for the counterparty and prepayment counsel services are contingent and would be compensated from bond proceeds. This Agreement is intended to enable a future municipal prepayment transaction, which CEA anticipates can drive material power supply portfolio cost savings for CEA customers.

Submitted for Board consideration:

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Gregory Wade
Chief Executive Officer

ATTACHMENTS:

A. Resolution No. 2026-040, Approving and Authorizing the Execution of a Joint Powers Agreement Providing Clean Energy Alliance Associate Membership to the California Community Choice Financing Authority (CCCFA) to Issue Municipal Bonds for Energy Prepay Transactions
B. California Community Choice Authority (CCCFA) Joint Powers Agreement
C. Summary of Policies and Procedures for the Issuance for Renewable Energy Prepayment Bonds

CLEAN ENERGY ALLIANCE
RESOLUTION NO. 2026-040

RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY ALLIANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF A JOINT POWERS AGREEMENT PROVIDING CLEAN ENERGY ALLIANCE ASSOCIATE MEMBERSHIP TO THE CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY TO ISSUE MUNICIPAL BONDS FOR ENERGY PREPAY TRANSACTIONS

WHEREAS, the pursuit of an energy prepayment on a tax advantaged basis enables a meaningful power procurement cost savings opportunity in which Clean Energy Alliance can utilize its tax-exempt status to access the municipal bond market to prepay existing energy supply contracts at a discounted rate;

WHEREAS, long-term power prepay transactions utilize the municipal bond market and therefore Clean Energy Alliance requires a bond issuing entity to participate;

WHEREAS, the California Community Choice Financing Authority ("CCCFA") is a joint exercise of powers agency established under California Government Code section 6500 et seq. (the "JPA Law") and a Joint Powers Agreement (the "CCCFA Joint Powers Agreement") among various California Community Choice Aggregators ("CCAs") for the purpose of undertaking the financing and refinancing of energy prepayments that can be financed with tax advantaged bonds on behalf of one or more of its members by, among other things, issuing or incurring bonds and entering into related contracts;

WHEREAS, Clean Energy Alliance is a community choice aggregator, as such term is defined in Section 331.1 of the Public Utilities Code of the State of California (the "Public Utilities Code"), that is a public agency, as such term is defined in the JPA Law, which has implemented a CCA program pursuant to Section 366.2 of the Public Utilities Code, and possesses the power to purchase and sell electric energy and enter into related contracts for such purposes and, therefore, Clean Energy Alliance is eligible to become a member of CCCFA under the CCCFA Joint Powers Agreement;

WHEREAS, for CCCFA to finance or refinance energy prepayments and issue bonds on behalf of Clean Energy Alliance, Clean Energy Alliance must become an associate member of CCCFA;

WHEREAS, Clean Energy Alliance has determined that CCCFA is the best-fit least-cost option for a bond issuing entity to enable Clean Energy Alliance to participate in one or more energy prepayment transactions and therefore Clean Energy Alliance desires to become an associate member of CCCFA;

WHEREAS, to become an associate member of CCCFA, the Board of Directors of Clean Energy Alliance must file an executed counterpart of the CCCFA Joint Powers Agreement with CCCFA, together with a copy of the resolution of the Board of Directors of Clean Energy Alliance approving the CCCFA Joint Powers Agreement and the execution and delivery hereof, and requesting to be added as an Associate Member of CCCFA and Clean Energy Alliance must further agree in writing to pay CCCFA a share of organization, planning and other costs and charges as determined by the Board of CCCFA to be appropriate, if any;

WHEREAS, on March 11, 2022, the CCCFA Board established a new membership entry fee of $50,000 for a new associate member's portion of organization, planning, and other costs, in addition to each member's equal share of general and administrative costs as determined by the CCCFA Board;

WHEREAS, on December 16, 2022, the CCCFA Board established a transaction fee of $20,000 to cover the "Prepayment Project" costs as defined in Section 1.11 of the CCCFA Joint Powers Agreement; and

WHEREAS, under the JPA Law and the CCCFA Joint Powers Agreement, CCCFA is a public entity separate and apart from the parties to the CCCFA Joint Powers Agreement, and the debts, liabilities, and obligations of the CCCFA will not constitute debts, liabilities, or obligations of the Clean Energy Alliance.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Clean Energy Alliance hereby finds, declares, and resolves as follows:

1. The above recitals are true and correct.

2. The CCCFA Joint Powers Agreement on file with the Clerk to the Board of the Clean Energy Alliance is hereby approved. The Chief Operating Officer is authorized and directed, on behalf of the Clean Energy Alliance, to execute the CCCFA Joint Powers Agreement, and request that Clean Energy Alliance become an associate member of CCCFA.

3. Clean Energy Alliance hereby agrees to pay CCCFA for its share of organization, planning and other costs and charges as determined by the Board of CCCFA to be appropriate.

4. The officers, employees, and agents of Clean Energy Alliance are hereby authorized and directed, jointly and severally, to execute and deliver any and all documents, agreements and instruments and to do any and all things which they may deem necessary or advisable to carry out, give effect to and comply with the terms and intent of the CCCFA Joint Powers Agreement and this Resolution.

5. This Resolution shall take effect immediately upon its adoption.

The following Resolution was duly passed by the Board of Directors of Clean Energy Alliance at a regular meeting held on September 24, 2026 by the following vote:

Ayes:

Noes:

Absent:

____

Katie Melendez, Board Chair

Attest:

____

Ana Marie Alarcon, Clerk to the Board

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY JOINT POWERS AGREEMENT

This Joint Powers Agreement (this "Agreement") is made by and among those public agencies who are signatories to this Agreement, and those public agencies which may hereafter become signatories to this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to herein as the "Members" and those parties initially executing this Agreement are referred to as the "Founding Members"), creating a separate joint powers agency, which is named "California Community Choice Financing Authority" ("CCCFA").

WITNESSETH

WHEREAS, each Member is a "community choice aggregator," as that term is defined in Section 331.1 of the Public Utilities Code of the State of California (the "Public Utilities Code"), having duly adopted, established and implemented a community choice aggregation program pursuant to Section 366.2 of the Public Utilities Code, with the authority to group retail electricity customers to solicit bids, broker, and contract for electricity and energy services for those customers, and to enter into agreements for services to facilitate the sale and purchase of electricity and other related services, and to study, promote, develop, conduct, operate and manage energy-related programs; and

WHEREAS, each Member is a "public agency," as that term is defined in Section 6500 of the Government Code of the State of California (the "Government Code"); and

WHEREAS, Chapter 5 of Division 7 of Title 1 of the Government Code, being Section 6500 and following (the "Act"), authorizes a joint exercise by two or more public agencies of any power which is common to each of them and the creation of an entity that is separate from the parties to the joint exercise of powers agreement; and

WHEREAS, it is to the mutual benefit of the Members and in the public interest that an agency by the name of the California Community Choice Financing Authority be created, by which the Members jointly exercise for their common benefit and for the purposes specified herein certain powers that they have in common or are otherwise provided for by applicable law, including but not limited to (i) the acquisition and operation of power supplies, resource adequacy and renewable attributes, and (ii) the provision of other energy services or programs which may be of benefit to one or more Members; and

WHEREAS, the Act conveys upon joint exercise of powers authorities certain additional powers, including but not limited to the power to issue revenue bonds and incur other evidences of indebtedness for such purposes as are specified in the Act; and

WHEREAS, CCCFA's purpose is to assist Members by undertaking the financing or refinancing of energy prepayments that can be financed with tax advantaged bonds on behalf of one or more of the Members by, among other things, issuing or incurring Bonds (as such term is defined herein) and entering into related contracts with Members.

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do hereby agree as follows:

Article I. DEFINITIONS

In addition to the other terms defined herein, the following terms, whether in the singular or in the plural, when used herein and initially capitalized, shall have the meanings specified throughout this Agreement.

Section 1.01 **"Act"** means Chapter 5 of Division 7 of Title 1 of the Government Code (Section 6500 *et seq.*), as supplemented and amended from time to time, including without limitation the Marks-Roos Local Bond Pooling Act of 1985.

Section 1.02 **"Agreement"** means this Joint Powers Agreement, as it may be supplemented and amended from time to time in accordance with the terms hereof.

Section 1.03 **"Associate Member"** means any Public CCA Agency that is a signatory to this Agreement and that has met the requirements of Section 3.02 below to become an Associate Member. The term "Associate Member" shall, however, exclude any Associate Member which shall have withdrawn or been excluded from CCCFA pursuant to Section 3.04 below.

Section 1.04 **"Board"** means the Board of Directors of CCCFA as established by this Agreement.

Section 1.05 **"Bonds"** means bonds, notes, commercial paper, installment purchase, lease purchase and similar agreements and certificates of participation therein, and any other evidences of indebtedness.

Section 1.06 **"CCCFA"** means the California Community Choice Financing Authority, the Joint Powers Authority established by this Agreement.

Section 1.07 **"Director"** means each Director duly appointed and serving on the Board as provided in Article IV of this Agreement.

Section 1.08 **"Founding Member"** means each of the Public CCA Agencies initially executing this Agreement, and any Public CCA Agency that becomes a Founding Member pursuant to Section 3.01 below. The term "Founding Member" shall, however, exclude any Founding Member which shall have withdrawn or been excluded from CCCFA pursuant to Section 3.04 below. The initial Founding Members are Central Coast Community Energy, East Bay Community Energy, Marin Clean Energy, and Silicon Valley Clean Energy.

Section 1.09 **"Government Code"** means the Government Code of the State of California.

Section 1.10 **"Member"** means a Founding Member or an Associate Member.

Section 1.11 **"Prepayment Project"** means, in connection with the financing or refinancing of energy prepayments that can be financed with tax advantaged bonds and other obligations: (i) the purchase and sale of electric energy and associated capacity and environmental attributes, (ii) the design, acquisition, maintenance, or operation of any Public Capital Improvement (as defined in the Act) or other facility or improvement, or the leasing thereof, (iii) the provision of working capital, and (iv) any other project, program, public capital improvement or purpose authorized by the Act or other law to be undertaken, financed, or refinanced by CCCFA, subject to CCCFA's approval of an application from one or more Members for support of such project, program, public capital improvement or authorized purpose and in connection with the financing or refinancing of energy prepayments that can be financed with tax advantaged bonds and other obligations.

Section 1.12 **"Prepayment Project Contract"** means a contract among any Members and CCCFA in connection with the undertaking, financing or refinancing of a Prepayment Project by such Members and CCCFA in accordance with the terms of this Agreement.

Section 1.13 **"Public CCA Agency"** means any community choice aggregator, as such term is defined in Section 331.1 of the Public Utilities Code, that is a public agency, as such term is defined in the Act, which has implemented a CCA program pursuant to Section 366.2 of the Public Utilities Code.

Section 1.14 **"Public Utilities Code"** means the Public Utilities Code of the State of California.

Article II. FORMATION OF AUTHORITY

Section 2.01 **Creation of CCCFA.** Pursuant to the Act, there is hereby created a public entity, to be known as the "California Community Choice Financing Authority," which shall be a public entity separate and apart from its Members. The debts, liabilities and obligations of CCCFA shall not constitute debt, liabilities or obligations of any Member.

Section 2.02 **Purpose.** This Agreement is made, and CCCFA is being established, pursuant to the Act to provide for the joint exercise of powers common to the parties hereto to assist the Members in financing or refinancing energy prepayments that can be financed with tax advantaged bonds and other obligations on behalf of one or more of the Members, including by undertaking, financing or refinancing Prepayment Projects on behalf of one or more of the Members and/or CCCFA, all as further described in Section 2.03 hereof. CCCFA will fulfill the purposes of this Agreement by, among other things, undertaking the sale and issuance or incurrence of Bonds to finance or refinance Prepayment Projects on behalf of one or more of the Members and/or CCCFA in accordance with the Act. CCCFA is not being formed for the purposes of providing municipal services within the meaning of Section 6503.6 or Section 6503.8 of the Act.

Section 2.03 **Powers.** CCCFA, in its own name, shall have any and all power to undertake Prepayment Projects on behalf of one or more of the Members and/or CCCFA, and to finance or refinance such Prepayment Projects through the sale and issuance or incurring of Bonds for the purposes set forth in Section 2.02 hereof. CCCFA is empowered to exercise any and all common powers of the Members, and any other powers provided to it by any applicable laws, beneficial for the issuance or incurrence from time to time of such Bonds pursuant to Article VII hereof. Without limiting the generality of the foregoing, CCCFA, in its own name, shall have the power:

- **(a)** to acquire, purchase, finance, operate, maintain, utilize and/or dispose of one or more Prepayment Projects and any facilities, programs or other authorized costs relating thereto;
- **(b)** to make and enter contracts (including without limitation interest rate, commodity, basis and similar hedging contracts intended to hedge payment, rate, cost or similar exposure);
- **(c)** to employ agents and employees;
- **(d)** to acquire, manage, maintain or operate any building, works or improvements;
- **(e)** to acquire, hold, lease or dispose of property;
- **(f)** to incur debts (including without limitation through the issuance or incurrence of Bonds), liabilities or obligations (which shall not constitute debts, liabilities, or obligations of any of the Members);
- **(g)** to sue and be sued in its own name;
- **(h)** to receive gifts, contributions and donations of real or personal property, funds, services and other forms of assistance from any source;
- **(i)** to receive, collect, invest and disburse moneys;
- **(j)** to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;
- **(k)** to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer energy-related programs;
- **(l)** to defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions;

(m) to exercise any other power and take any other action permitted by law to accomplish the purposes of this Agreement.

Such powers shall be exercised by CCCFA subject only to such restrictions upon the manner of exercising such power as are imposed upon Silicon Valley Clean Energy in the exercise of similar powers, as provided in Section 6509 of the Act, and, should Silicon Valley Clean Energy withdraw or be excluded from this Agreement pursuant to Section 3.04 hereof, the manner of exercising any power shall be subject only to the restrictions upon the manner of exercising such powers as are imposed upon Marin Clean Energy in the exercise of similar powers; *provided, however*, that nothing herein shall limit the powers of CCCFA under Article 4 of the Act.

Any Bonds issued or incurred by CCCFA shall not constitute general obligations of CCCFA, but shall be payable solely from the moneys pledged to the payment of principal of or interest on such Bonds under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which the Bonds are issued or incurred, as further described in Article VII hereof. Such Bonds shall not constitute debts, liabilities or obligations of the Members.

Any of the Prepayment Projects acquired, financed or refinanced by CCCFA shall be operated by a Member or CCCFA for and on behalf of CCCFA, either directly or pursuant to contract or agreement with a third party designated by the applicable Member or Members and approved by CCCFA. None of the Members or CCCFA shall have liability for the breach, negligence or willful misconduct of any such third party.

Article III. MEMBERSHIP

Section 3.01 Founding Members. A Public CCA Agency will be qualified to join as a Founding Member only if it possesses the power to purchase and sell electric energy and enter into related contracts for such purposes. Public CCA Agencies may be added as parties to this Agreement and become Founding Members, and existing Associate Members may be elevated to Founding Members, upon: (1) the filing by such Public CCA Agency with the Board of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such Public CCA Agency approving this Agreement and the execution and delivery hereof, and requesting to be added as a Founding Member of CCCFA; (2) the approval at a regular or special meeting of the Board by at least two-thirds (2/3) of the entire Board, and the adoption of a resolution of the Board approving the addition of such Public CCA Agency as a Founding Member; and (3) the deposit with, or the written agreement to pay to, CCCFA a share of organization, planning and other costs and charges as determined by the Board to be appropriate, if any. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing. Upon completion of the foregoing, the Public CCA Agency shall become a Founding Member for all purposes of this Agreement.

Section 3.02 Associate Members. A Public CCA Agency will be qualified to join as an Associate Member only if it possesses the power to purchase and sell electric energy and enter into related contracts for such purposes. Public CCA Agencies may be added as Associate Members of CCCFA upon: (1) the filing by such Public CCA Agency with the Board of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such Public CCA Agency approving this Agreement and the execution and delivery hereof, and requesting to be added as an Associate Member of CCCFA; (2) the approval at a regular or special meeting of the Board by a majority vote of the Directors in attendance, provided a quorum is established and maintained, and the adoption of a resolution of the Board approving the addition of such Public CCA Agency as an Associate Member; and (3) the deposit with, or the written agreement to pay to, CCCFA a share of organization, planning and other costs and charges as determined by the Board to be appropriate, if any. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing. Upon completion of the foregoing, the Public CCA Agency shall become an Associate Member for all purposes of this Agreement.

Section 3.03 Cost Allocations.

(a) Unless otherwise determined by a two-thirds (2/3) vote of the entire Board, each Member shall pay an equal share of one Member one share for general and administrative costs as determined by the Board associated with all operations of CCCFA. General and administrative costs do not include any costs that relate solely to any specific Prepayment Project Contract.

(b) The costs of each Prepayment Project shall be allocated solely to the Member or Members undertaking or participating in such Prepayment Project or on whose behalf CCCFA undertakes such Prepayment Project, which allocation shall be described in a Prepayment Project Contract relating to such Prepayment Project.

Section 3.04 Withdrawal or Exclusion of Member.

(a) Any Member may withdraw from CCCFA upon the following conditions:

(i) The Member shall have filed with the Board Secretary a certified copy of a resolution of its governing body expressing its desire to so withdraw. If a Founding Member files a resolution to withdraw with the Board Secretary, that Founding Member no longer has any voting rights on the Board;

(ii) Members undertaking or participating in Prepayment Projects or on whose behalf CCCFA undertakes a Prepayment Project shall remain subject to the cost allocation, participation and withdrawal terms and conditions, as applicable, set forth in the applicable Prepayment Project Contract; and

(iii) Prior to the Board accepting the Member's filing of such resolution, any Member so terminating shall be obligated to pay its share of general and administrative costs then due. However, this obligation shall take into account any refunds due to the Member and shall not extend to debts, liabilities and obligations of CCCFA. The debts, liabilities and obligations of CCPFA shall not constitute debt, liabilities or obligations of any Member.

(iv) No such withdrawal shall, or shall be permitted if it would, result in (a) CCCFA having fewer than three Founding Members; or (b) the dissolution of CCCFA so long as any Bonds remain outstanding under any resolution, indenture, trust agreement or other instrument pursuant to which such Bonds are issued or incurred.

(b) Upon compliance with the conditions specified in Section 3.04(a), the Board shall accept the withdrawing Member's resolution and the withdrawing Member shall no longer be considered a Member for any reason or purpose under this Agreement and its rights and obligations under this Agreement shall terminate. The withdrawal of a Member shall not affect any obligations of such Member under any Prepayment Project Contract or other program agreement.

(c) Any Member which has (i) defaulted under this Agreement, a Prepayment Project Contract, or other program agreement, (ii) if such Member is a Founding Member, failed to appoint a Director to serve on the Board in accordance with Section 4.02 below, or (iii) failed to pay any required share of costs in accordance with Sections 3.01, 3.02, and 3.03 above, may have its rights under this Agreement terminated and may be excluded from participation in CCCFA by the vote (taken at a regular or special meeting of the Board) of at least two-thirds (2/3) of the entire Board (including the Director representing the defaulting Member, if such Member is a Founding Member). Prior to any vote to terminate participation of any Member, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Member whose termination is proposed at least 60 days prior to the Board meeting at which such matter shall first be discussed as an agenda item. The written notice of the proposed termination shall specify the particular provisions of this Agreement or a Prepayment Project Contract or other program agreement which the Member has allegedly defaulted on, or whether the proposed termination is based on failure to appoint a Director (if such Member is a Founding Member) or pay any required share of costs. The Member subject to possible termination shall have the opportunity to cure the violation prior to the meeting at which termination will be considered. At the meeting where termination of the Member is considered, the Member shall be given the opportunity to respond to any reasons and allegations that may be cited as a basis for termination prior to a termination vote. Any excluded Member shall continue to be liable for its obligations under any Prepayment Project Contract or other program agreement and for any unpaid contribution, payment, or advance approved by the Board prior to such Member's exclusion. No such termination shall, or shall be permitted if it would, result in (a) CCCFA having fewer than three Founding Members; or (b) the dissolution of CCCFA so long as any Bonds remain outstanding under any resolution, indenture, trust agreement or other instrument pursuant to which such Bonds are issued or incurred.

(d) The withdrawal or termination of a Member shall not affect the provisions or obligations set forth in Article VIII or Section 11.04 below.

Section 3.05 Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to CCCFA by any Member for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of such purpose. Any such advance shall be made subject to repayment, and shall be repaid in the manner agreed upon by such Member and CCCFA at the time of making such advance. It is mutually understood and agreed that no Member is under any obligation to make advances or contributions to CCCFA to provide for the costs and expenses of administration of CCCFA, even though any Member, in its sole discretion, may do so. Any Founding Member may allow the use of personnel, equipment or property in lieu of other contributions or advances to CCCFA.

Article IV. POWERS OF BOARD & MANAGEMENT OF CCCFA

Section 4.01 Board. CCCFA shall be administered by a Board which shall consist of one Director representing each Founding Member. Such Board shall be the governing body of this CCCFA, and, as such, shall be vested with the powers set forth in this Agreement, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein. The Board shall have the authority to provide for the general management and oversight of the affairs, property and business of CCCFA.

Section 4.02 Appointment and Vacancies. Each Director shall be the Chief Executive Officer, General Manager, Executive Director, or designee of the Chief Executive Officer, General Manager, or Executive Director, of each Founding Member and shall be appointed by and serve at the pleasure of the Founding Member that the Director represents, and may be removed as Director by such Founding Member at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed by the Founding Member to fill the position of the previous Director in accordance with the provisions of this Article IV within 60 days of the date that such position becomes vacant or the Founding Member shall be subject to the exclusion procedures in Section 3.04(c) above. Each Director may appoint an alternate to serve in their absence.

Section 4.03 Notices. The Board shall comply with the applicable provisions of Sections 6503.5, 6503.6 and 53051 of the Government Code requiring the filing of notices and a statement with the Secretary of State and the State Controller.

Section 4.04 Committees. The Board may create committees to provide advice to the Board or conduct the business of CCCFA subject to delegation of authority from the Board as permitted in the bylaws and any applicable laws.

Section 4.05 Director Compensation. Compensation for work performed by Directors, including alternates, on behalf of CCCFA shall be borne by the Founding Member that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.

Section 4.06 Board Officers. At its first meeting in every second calendar year, the Board shall elect or re-elect a Chair and a Vice-Chair, each of whom shall be selected from among the Directors and shall also appoint or re-appoint a Secretary, and a Treasurer/Controller, each of whom may, but need not, be selected from among the Directors.

(a) **Chair and Vice-Chair**. The duties of the Chair shall be to preside over the Board meetings, sign all ordinances, resolutions, contracts and correspondence adopted or authorized by the Board, and to help ensure the Board's directives and resolutions are carried out. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair.

(b) **Treasurer/Controller.** The Board shall appoint a qualified person to act as the Treasurer/Controller, who does not need to be a Director. Where a certified public accountant has been designated as Treasurer/Controller of CCCFA, the auditor of one of the Founding Members or of a county in which one of the Founding Members is located shall be designated as auditor of CCCFA. Subject to the provisions of any resolution, indenture, trust agreement or other instrument providing for a trustee or other fiscal agent in connection with any Bonds, and, except as may otherwise be specified by resolution of CCCFA, the Treasurer/Controller shall be the depository of CCCFA to have custody of all the money of CCCFA, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Government Code. The Treasurer/Controller is hereby designated as the public officer or person who has charge of, handles, or has access to any property of CCCFA, and such officer shall file an official bond in an amount determined from time to time by the Board as required by Section 6505.1 of the Government Code. The Treasurer/Controller shall cause an independent audit to be made by a certified public accountant, or public accountants, in compliance with Section 6505 of the Government Code. The Treasurer/Controller shall also create or caused to be created a report in writing on the first day of each fiscal quarter to CCCFA and each Founding Member, which report shall describe the amount of money held by the Treasurer/Controller, the amount of receipts since the last such report, and the amount paid out since the first such report.

(c) **Secretary.** The Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of CCCFA, and responding to public records requests of the JPA.

Section 4.07 Management of CCCFA. The Board may appoint a part-time or full-time General Manager, and may appoint one or more part-time or full-time Assistant General Managers, to serve at the pleasure of the Board. If a General Manager has been appointed, the General Manager shall be responsible for the day-to-day operation and management of CCCFA. If no General Manager shall have been appointed, the Treasurer/Controller shall be responsible for the day-to-day operation and management of CCCFA. The General Manager, if any, and the Treasurer/Controller may each enter into and execute contracts in accordance with the policies established and direction provided by the Board, and shall file an official bond in the amount determined from time to time by the Board.

Section 4.08 Other Officers and Employees. The Board shall have the power to appoint such other officers, deputies, legal counsel (which may be the legal counsel to one or more of the Members) and staff as it may deem necessary who shall have such powers, duties and responsibilities as are determined by the Board, and to retain independent accountants, legal counsel, engineers and other consultants. The Founding Members may contract with CCCFA to provide staff to perform services for CCCFA, but such employees shall at all times, and for all purposes including benefits and compensation, remain employees of the Founding Member only.

Section 4.09 Budget. The budget shall be approved by the Board. The Board may revise the budget from time-to-time as may be reasonably necessary to address contingencies and expected expenses. All subsequent budgets of CCCFA shall be approved by the Board in accordance with rules as may be adopted by the Board from time to time. All expenditures must be made in accordance with the adopted budget.

Section 4.10 Fiscal Year. Unless changed by resolution of the Board, the fiscal year of CCCFA shall be the period from January 1 of each year to and including the following December 31.

Article V. MEETINGS OF THE BOARD

Section 5.01 Regular Meetings. The Board shall hold at least one regular meeting per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution of the Board. Regular meetings may be adjourned to another meeting time.

Section 5.02 Special Meetings. Special and emergency meetings of the Board may be called in accordance with the provisions of Government Code Sections 54956 and 54956.5, as amended.

Section 5.03 Brown Act Compliance. All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Section 54950 *et seq.*), and as augmented by rules of the Board not inconsistent therewith. Directors may participate in meetings telephonically or by other electronic means, with full voting rights, to the extent permitted by law.

Section 5.04 Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board, both regular and special, and shall cause a copy of the minutes to be forwarded promptly to each Director.

Section 5.05 Quorum. A quorum of the Board shall consist of a majority of the Directors, except that less than a quorum may adjourn from time to time in accordance with law.

Section 5.06 Voting. Each Founding Member shall have one vote, which may be cast on any matter before the Board by each Director or alternate. Except to the extent otherwise specified in this Agreement, or by law, a vote of the majority of the Directors in attendance shall be required and sufficient to constitute action, provided a quorum is established and maintained.

(a) Special Voting Requirements as specified in this Agreement:

(i) Action of the Board on the matters set forth in Section 3.01 related to addition of Founding Members shall require the affirmative vote of at least two-thirds (2/3) of the Entire Board.

(ii) Action of the Board on the matters set forth in Section 3.04(c) related to involuntary termination of a Member shall require the affirmative vote of at least two-thirds (2/3) of the entire Board.

(iii) Action of the Board on the matters set forth in Section 9.01 related to termination of this Agreement shall require the affirmative vote of at least two-thirds (2/3) of the entire Board approved by resolution of each Founding Member's governing body.

(iv) Action of the Board to amend any other provision of this Agreement shall be subject to the voting requirements set forth in Section 11.03 below.

Section 5.07 Rules and Regulations. CCCFA may adopt, from time to time, by resolution of the Board such bylaws, policies or rules and regulations for the conduct of its meetings and affairs as may be required.

Article VI. PREPAYMENT PROJECTS

Section 6.01 Prepayment Projects. The Board has the power, upon majority vote of the Directors in attendance, provided a quorum is established and maintained, to approve the application of any Member for the undertaking, financing, or refinancing of any Prepayment Projects within the purpose and power of CCCFA and to adopt guidelines for their implementation.

Section 6.02 Prepayment Project Contract. The costs and other expenses of each Prepayment Project, including without limitation applicable administrative costs of CCCFA with respect to the Prepayment Project, shall be allocated solely to the Member or Members undertaking or participating in such Prepayment Project or on whose behalf CCCFA undertakes such Prepayment Project, which allocation shall be described in a Prepayment Project Contract relating to such Prepayment Project, which will be separate and distinct from this Agreement.

Article VII. BONDS AND OTHER INDEBTEDNESS

In addition to the other powers conferred on CCCFA by this Agreement, CCCFA shall have the power to issue, incur, sell and deliver Bonds in accordance with the provisions of the Act and other applicable laws for the purpose of acquiring, undertaking, financing, or refinancing one or more Prepayment Projects. The terms and conditions of the issuance or incurrence of any such bonds or indebtedness shall be set forth in a resolution, indenture trust agreement, or other instrument pursuant to which the Bonds are issued or incurred, as required by law and as approved by the Board. CCCFA's debts, liabilities and obligations with respect to Bonds issued or incurred under this Agreement and contracts or obligations entered into to carry out the purposes for which Bonds are issued or incurred, shall not constitute a debt, liability or obligation of any of the Members.

Any Bonds issued or incurred by CCCFA shall not constitute general obligations of CCCFA, but shall be payable solely from the moneys pledged to the payment of principal of or interest on such Bonds under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which the Bonds are issued or incurred.

Article VIII. LIMITATION ON LIABILITY OF MEMBERS

Section 8.01 Pursuant to Section 6508.1 of the Government Code, no debt, liability or obligation of CCCFA shall be a debt, liability or obligation of any Member. Nothing contained in this Article VIII shall in any way diminish the liability of any Member with respect to any Prepayment Project Contract such Member enters into pursuant to this Agreement.

Section 8.02 Notwithstanding anything to the contrary in this Agreement or otherwise, CCCFA shall not have the power to and shall not enter into any retirement contract with any public retirement system (as defined in Section 6508.1 of the Government Code) for any reason. The provision in this paragraph is intended to benefit Members and to be a confirming, irrevocable obligation of CCCFA which may be enforced by Members individually or collectively.

Article IX. TERM; TERMINATION; LIQUIDATION; DISTRIBUTION

Section 9.01 Term and Termination. This Agreement shall become effective when at least three Founding Members execute this Agreement. This Agreement shall continue in full force and effect until terminated as provided in this Article; *provided, however*, this Agreement cannot be terminated while either (a) any Bonds of CCCFA remain outstanding under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which such Bonds are issued or incurred, or (b) CCCFA is the owner, lessor or lessee of any real or personal property financed from the proceeds of any Bonds. This Agreement may be terminated by a two-thirds (2/3) vote of the entire Board that is approved by resolution of each Founding Member's governing body; *provided, however*, that this Agreement and CCCFA shall continue to exist after termination for the purpose of disposing of all claims, distribution of assets and all other functions necessary to conclude the obligations and affairs of CCCFA. In any event, CCCFA shall cause all records regarding its formation, existence, the Prepayment Projects, any Bonds issued or incurred by it and proceedings pertaining to its termination to be retained for at least six years (or as otherwise required by law) following termination of CCCFA or final payment of any Bonds issued or incurred by CCCFA, whichever is later.

Section 9.02 Liquidation; Distribution. Upon termination of this Agreement, the Board shall liquidate the business and assets and the property of CCCFA as expeditiously as possible, and distribute any net proceeds, after the conclusions of all debts and obligations of CCCFA, to any Members in proportion to the contributions made or in such manner as otherwise provided by law. The Board is vested with all powers of CCCFA for the purpose of concluding and dissolving the business affairs of CCCFA. Notwithstanding the foregoing, no dissolution of CCCFA shall be permitted while either (a) any Bonds of CCCFA remain outstanding, or (b) CCCFA is the owner, lessor or lessee of any real or personal property financed from the proceeds of any Bonds.

ARTICLE X. ACCOUNTS AND REPORTS

Section 10.01 Establishment and Administration of Funds. CCCFA is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with every provision of law relating to the establishment and administration of funds, including without limitation Section 6505 of the Government Code. CCCFA shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution, indenture or other instrument of CCCFA securing its bonds or other indebtedness, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed pursuant to such resolution, indenture or other instrument. The books and records of CCCFA shall be open to inspection at all reasonable times to each Member and its representatives.

Section 10.02 Annual Audits and Audit Reports. The Treasurer/Controller shall cause an annual independent audit of the accounts and records of CCCFA to be made by a certified public accountant or public accountant in accordance with all applicable laws. If permitted by applicable law and authorized by the Board, the audit(s) may be conducted at the longer interval authorized by applicable law. A report of the financial audit will be filed as a public record with each Member not later than 270 days after the close of the fiscal year or fiscal years under examination. CCCFA will pay the cost of the financial audit and charge the cost against the Members in the same manner as other administrative costs.

ARTICLE XI. GENERAL PROVISIONS

Section 11.01 Conflict of Interest Policy. CCCFA, unless otherwise exempt, shall adopt a conflict of interest policy as required under applicable laws of the State of California. Counsel to CCCFA for financing matters, including bond counsel, shall not be considered a consultant or other designated position for purposes of the conflict of interest policy.

Section 11.02 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither a Member nor CCCFA may assign any right or obligation under this Agreement without the consent of all other Members.

Section 11.03 Amendments. Subject to any requirements of law, a two-thirds (2/3) vote of the entire Board will be required to amend Articles II, III, VIII, and IX of this Agreement, and an amendment of Section 8.02 and Section 11.03 of this Agreement shall require an affirmative vote of the entire Board. Once an amendment of Articles II, III, VIII, or IX is adopted by the Board, the amendment must be approved by two-thirds of the Founding Members pursuant to each Founding Member's applicable approval process, and an amendment of Section 8.02 and Section 11.03 of this Agreement shall require an affirmative vote of all Founding Members pursuant to each Founding Member's applicable approval process. All other provisions of this Agreement may be amended at any time or from time to time by an amendment approved by at least two-thirds (2/3) vote of the entire Board. Written notice shall be provided to all Members of proposed amendments to this Agreement, including the effective date of such amendments, at least thirty (30) days prior to the date upon which the Board votes on such amendments. Each Member hereby agrees to take any actions necessary on its part to approve any amendment adopted pursuant to this Section 11.03, and if any Member fails to perform any such actions, such Member shall be deemed to have submitted a resolution of withdrawal pursuant to the provisions of Section 3.04 hereof.

Notwithstanding the foregoing, this Agreement shall not terminate while any Bonds of CCCFA remain outstanding under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which such Bonds are issued or incurred.

Section 11.04 Indemnification and Insurance. To the fullest extent permitted by law, CCCFA shall defend, indemnify, and hold harmless the Members and each Director, alternate, officer, employee and agent from any and all claims losses damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of CCCFA under this Agreement to the extent not otherwise provided under a Prepayment Project Contract. CCCFA shall acquire such insurance coverage as the Board deems is necessary and appropriate to protect the interests of CCCFA and the Members.

Section 11.05 Waiver of Personal Liability. No member, director, commissioner, officer, agent or employee of CCCFA or the Members, respectively, past, present or future, shall be individually or personally liable for the observance or performance of any terms, conditions or provisions hereof or for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of CCCFA or the actions undertaken pursuant to this Agreement; provided, however, that nothing herein shall relieve any such person from the performance of any official duty provided hereby or by applicable provision of law.

Section 11.06 Limitation of Rights. All of the covenants, agreements, terms and conditions in this Agreement to be observed or performed by or on behalf of CCCFA or the Members shall be for the sole and exclusive benefit of CCCFA and the Members, whether so expressed or not, and nothing contained herein, express or implied, is intended to or shall give any other person other than CCCFA and the Members any legal or equitable right, remedy or claim hereunder.

Section 11.07 Notices. The Board shall designate its principal office as the location at which it will receive notices, correspondence, and other communications, and shall designate one of its Directors or staff as an officer for the purpose of receiving service of process on behalf of CCCFA. Any notice given pursuant to this Agreement shall be in writing and shall be dated and signed by the Member giving such notice. Notice to each Member under this Agreement is sufficient if mailed to the Member, and separately to the Director appointed by such Founding Member, to their respective addresses on file with CCCFA.

Section 11.08 Severability. Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the remaining portions, terms, conditions, and provisions shall not be affected thereby.

Section 11.09 Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which they refer.

Section 11.10 Choice of Law. This Agreement will be governed and construed in accordance with the laws of the State of California.

Section 11.11 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument.

Section 11.12 Dispute Resolution. The Members shall make reasonable efforts to informally settle all disputes arising out of, or in connection with, this Agreement. Should such informal efforts to settle a dispute fail, the dispute shall be mediated in accordance with policies and procedures established by the Board. In the event such mediation fails to settle a dispute, the parties may pursue any remedies provided by law.

[Signature Page Follows]

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: [redacted]

Name: Dawn Weisz

Title: CEO

CCA Name: MCE

Date: June 25, 2021

DocuSigned by:

By: [redacted]

Name: Girish Balachandran

Title: CEO

CCA Name: Silicon Valley Clean Energy

Date: June 25, 2021

DocuSigned by:

By: [redacted]

Name: Nick Chaset

Title: CEO

CCA Name: East Bay Community Energy

Date: June 25, 2021

DocuSigned by:

By: [redacted]

Name: Tom Habashi

Title: CEO

CCA Name: central coast community energy

Date: June 25, 2021

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: [redacted]

Name: Donald Eckert

Title: Executive Director

CCA Name: Pioneer Community Energy

Date: September 02, 2022

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

DocuSigned by:

By: [redacted]

Name: Ted Bardacke

Title: Chief Executive Officer

CCA Name: Clean Power Alliance of Southern California

Date: 9/6/2022

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized repr[redacted]

By:

Name: Lori Mitchell

Title: Director, Energy

CCA Name: City of San José

Date: 6/17/2024

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: [redacted]___________________

Name: Shawn Marshall___________________

Title: Chief Executive Officer_______________

CCA: Name: Peninsula Clean Energy________

Date: 8/23/24_____________________________

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By [redacted] ________________

Name: Dr. Eric W. Washington

Title: Chief Finanical Officer

CCA Name: San Diego Community Power

Date: October 16, 2024

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: [redacted]

Name: Geof Syphers

Title: Chief Executive Officer

CCA Name: Sonoma Clean Power Authority

Date:______________________________

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: [redacted]

Name: Mitch Sears

Title: Executive Officer

CCA Name: Valley Clean Energy Alliance

Date: October 16, 2024

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: [redacted]

Name: Joseph M. Mosca

Title: Chief Executive Officer

CCA Name: Orange County Power Authority

Date: 1/28/2026

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: [redacted] ________

Name: Tom Kirk

Title: Executive Director

CCA Name: Desert Community Energy (DCE)

Date: 4/29/26

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: [redacted]

Name: Elizabeth Burks

Title: Executive Director

CCA Name: Redwood Coast Energy Authority

Date: 4/30/26

California Community Choice Financing Authority

SUMMARY OF POLICIES AND PROCEDURES FOR THE ISSUANCE OF RENEWABLE ENERGY PREPAYMENT BONDS

**CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY
SUMMARY OF POLICIES AND PROCEDURES FOR THE ISSUANCE OF
RENEWABLE ENERGY PREPAYMENT BONDS**

I. Introduction

A. General Information. California Community Choice Financing Authority (CCCFA) was established to act as a conduit issuer of revenue bonds (Prepayment Bonds) for California community choice aggregators (CCAs) for the financing of prepayments for long-term renewable energy supplies. CCCFA is a joint powers agency organized and existing under the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended and supplemented), and has the power and authority to issue Prepayment Bonds and to sell the electricity acquired with the proceeds of the Prepayment Bonds to the participating CCA, and to undertake certain related transactions. CCCFA's sole members are CCAs, and membership in CCCFA is required for CCCFA to act as a conduit issuer for a CCA, as further described herein.

B. Purpose of the Policies and Procedures. This summary of policies and procedures have been developed by CCCFA staff to provide a general guide to the process and procedures involved with the issuance of Prepayment Bonds by CCCFA and to provide links to forms of certain key documents or document provisions. This summary is for informational purposes only and does not supersede any CCCFA Board-approved policy or procedure.

C. Information regarding meetings. Certain CCCFA Board approvals are necessary for the addition of a new CCA member and to approve documents and transaction parameters for the issuance of Prepayment Bonds by CCCFA. More than one meeting may be required, depending on related CCA approvals and status of documents to be approved by CCCFA. Set forth below is general information relating the CCCFA Board's meeting schedule and attendance.

1. CCCFA regular Board meetings are held the fourth Thursday of each month from January through October, and the first Thursday of December at 1:00 p.m. Agenda items are considered by the General Manager Working Group, which normally meets on the second Monday of each month. All approved agenda materials are due to the Clerk the Friday before the regular Board meeting.

2. CCCFA Board meetings are generally accessible in person at noticed locations and remotely via teleconferencing as provided in CCCFA's regular meeting agenda.

D. Joint Powers Agreement. Each CCA that joins CCCFA is required to become a party to CCCFA's Joint Powers Agreement.

The Joint Powers Agreement may be accessed here: [CCCFA.org/key-documents].

II. Membership in CCCFA

A. Associate Membership Required for the Issuance of Prepayment Bonds. CCCFA requires that a CCA join CCCFA as an Associate Member for CCCFA to issue Prepayment Bonds for the CCA. To join CCCFA, the CCA's Board of Directors must approve such membership by resolution and the execution and delivery of the CCCFA Joint Powers Agreement, pay an initial membership fee of $50,000, and agree to pay the CCA's equal share of annual costs to CCCFA to cover certain general and administrative expenses of CCCFA not otherwise covered by other fees.

A link to a form of resolution providing for the foregoing is available here: Appendix A.

B. Approval by CCCFA. Following adoption of an approving resolution by the CCA's Board of Directors, a PDF copy of the signed approving resolution should be emailed to CCCFA at:

> info@cccfa.org *with a copy to David J. Ruderman, General Counsel of CCCFA, at* [redacted]

Following receipt, CCCFA will include on the agenda for the next available CCCFA Board meeting the approval of the CCA's membership and the execution of the applicable amendment of the CCCFA Joint Powers Agreement. CCCFA's meeting schedule and deadline for submission of agenda items is provided in paragraph C of Part I of these Policies and Procedures.

C. Membership Criteria. CCCFA's Board of Directors approved membership criteria on July 25, 2024.

These criteria can be found here: Appendix B.

III. Selection and Engagement of Professionals

A. Municipal Financial Advisor. Typically, the initial step to be taken by a CCA interested in pursuing a renewable energy prepayment transaction is the engagement of a financial advisor registered with the Municipal Securities Rulemaking Board and experienced in advising CCAs in connection with such transactions. The CCA determines the process by which its financial advisor is selected, subject to the CCCFA's Prepay Transaction Criteria discussed in Part V.B below.

B. CCA Counsel; Disclosure Counsel. The CCA selects its legal counsel based on its own criteria and process. Such counsel typically also serves as disclosure counsel to the CCA, responsible for preparing information for investors regarding the CCA and its operations.

C. Bond Counsel. The role of Bond Counsel is unique to municipal finance. Bond Counsel prepares certain documents, including the Trust Indenture that governs the terms of the Prepayment Bonds, and the security for the payment of the Prepayment Bonds. Bond Counsel also coordinates the delivery of executed transaction documents, certificates and opinions and the closing of the transaction. At closing, Bond Counsel delivers an opinion that the investors rely on that the Prepayment Bonds are validly issued and secured. Bond Counsel is engaged by CCCFA at the request of the CCA, subject to the CCCFA's Prepay Transaction Criteria discussed in Part V.B below.

D. Tax Counsel. Typically, Bond Counsel also serves as Tax Counsel, providing an opinion (typically included in the Bond Counsel opinion) that the interest on the Prepayment Bonds is tax-exempt. As with Bond Counsel, Tax Counsel is engaged by CCCFA at the request of the CCA, subject to the CCCFA's Prepay Transaction Criteria discussed in Part V.B below.

E. Other Counsel. Other transaction parties described below select their own counsel.

IV. Selection and Engagement of Transaction Parties

A. Prepaid Supplier. The CCA selects the Prepaid Energy Supplier using its own process and with the advice of its financial advisor. The Prepaid Energy Supplier receives most of the bond proceeds, who in turn delivers energy to CCCFA during the prepayment period and pays for any energy not delivered or taken. The Prepaid Energy Supplier needs to be an investment grade company and is also responsible for any termination payment which retires the bonds if the transaction is terminated for any reason.

B. Underwriter. The underwriter of the Prepayment Bonds is a financial institution registered as a municipal securities dealer under applicable federal securities laws and is often an affiliate of the Prepaid Energy Supplier. The underwriter is selected by the CCA, subject to the CCCFA's Prepay Transaction Criteria for new issuances discussed in Part V.B below.

C. Swap Counterparties. To the extent the transaction includes a commodity swap and/or interest rate swap, the CCA selects the counterparty or counterparties with the advice of its financial advisor. Note that the Prepaid Energy Supplier or a related party cannot serve as commodity swap counterparty under applicable Federal income tax rules.

D. Trustee. The Trustee is a bank with trust powers that serves as the trustee for the Prepayment Bonds and holds and administers funds under the Trust Indenture. The Trustee is selected by the CCA with CCCFA approval.

E. Custodian. Cash flows associated with the assignment of power purchase agreements to the transaction and payments and receipts under the commodity swaps, if applicable, are administered by a Custodian. Like the Trustee, the Custodian is a bank with trust powers selected by the CCA with CCCFA approval. The Trustee may also serve as Custodian.

V. Approval, Sale and Issuance of Prepayment Bonds by CCCFA

A. Approval by CCA of Documents and Transaction Parameters. Once the CCA has joined CCCFA, the documents to which the CCA is a party have been negotiated and are in substantially final form, and the disclosure regarding the CCA and its operations to be included in the offering documents for the Prepayment Bonds is in substantially final form, the CCA Board of Directors will adopt a resolution approving the transaction subject to certain parameters and authorizing the execution and delivery of such documents by the officers of the CCA named in the resolution.

1. The documents to which the CCA is a party generally consist of an energy supply agreement between the CCA and CCCFA relating to the delivery of the prepaid energy at a discounted price, a form of limited assignment agreement relating to the assignment of energy deliveries under certain power purchase agreements of the CCA, a custodial agreement related to the cash flows from the assigned power purchase agreements, and an Operational Services Agreement with CCCFA , as further described in Part VI below.

2. The CCA resolution must be adopted before or on the same day as the adoption of the Bond Resolution by CCCFA, discussed below.

3. The transaction parameters contained in the CCA resolution generally include the maximum notional value of the prepaid energy, minimum discount levels for the purchase of such energy by the CCA, and limits on transactions costs to be paid from proceeds of the Prepayment Bonds, all as determined with the advice of the CCA's financial advisor.

B. Adoption of Bond Resolution by CCCFA. When the CCA has adopted its resolution approving the transaction, the transaction documents to which CCCFA is a party have been negotiated and are in substantially final form, and the Preliminary Official Statement related to the offering of the Prepayment Bonds to investors is in substantially final form, CCCFA will, at a regular Board meeting, adopt a Bond Resolution approving the transaction, the issuance of the Prepayment Bonds (subject to the parameters described above), the execution and delivery of such documents by the officers of CCCFA named in the Bond

Resolution, and approve and authorize the use and distribution of the Preliminary Official Statement.

The CCA must generally adopt its resolution approving the transaction before CCCFA adopts its resolution approving the transaction at a regular meeting. CCCFA may, by resolution, schedule an additional regular meeting to accommodate timing if the CCA requests it at least 45 days before the anticipated date of CCCFA's consideration of a bond issuance. Alternatively, CCCFA may consider a transaction at a regular meeting on the same day as the CCA and before the CCA's corresponding meeting, if CCCFA's approval is contingent on the CCA's approval and otherwise void, and the prepay documents proposed for CCCFA's approval on that day are materially the same as those approved by the CCA.

CCCFA has adopted criteria CCAs must follow for approval of any prepayment transaction, with additional criteria that apply to a CCA's first issuance. These criteria cover requirements related to the experience and accreditation of the municipal financial advisor, tax, bond and disclosure counsel, and the underwriter. In addition, the CCA must prepare a staff report and a redline of changes to the prepayment documents from CCCFA templates. CCCFA also currently charges a fee of $20,000 per prepayment transaction, which fee is paid upon closing.

CCCFA's adopted Prepay Transaction Criteria can be found here: Appendix C.

C. Pricing of the Prepayment Bonds. Pricing refers to the sale of the Prepayment Bonds to investors and the determination of the price and yield on the Prepayment Bonds pursuant to such sale. The underwriter will review pricing information with the CCA and its financial advisor, and with approval of the CCA, the underwriter and CCCFA will enter into a Bond Purchase Agreement providing for sale and delivery of the Prepayment Bonds to the underwriter for delivery to the investors, subject to certain conditions to closing described below.

D. Opinions and Closing Certificates. The Bond Purchase Agreement will require the delivery of certain closing certificates and opinions by the parties to the transaction as a condition to the purchase of the Prepayment Bonds by the underwriter.

1. Opinion to be delivered by CCA Counsel. Counsel to the CCA will deliver an opinion relating to the authorization, execution and delivery of the documents to which CCA is a party and certain other matters.

2. CCA General Counsel Opinion. General counsel to the CCA is expected to deliver an opinion to the effect that there is no pending litigation relating to the CCA that would restrict or impair its ability to execute, deliver and perform its obligations under the transaction documents to which it is a party.

3. <u>Closing and Incumbency Certificates to be provided by CCA</u>. The CCA will be required to deliver a closing certificate relating to the transaction documents and approvals, no conflicts with other documents, no litigation affecting the transaction or the documents to which the CCA is a party, and certain related matters, as well as an incumbency certificate relating to the incumbency and authority of the officers of the CCA executing the documents to which the CCA is a party and providing specimen signatures of such officers.

4. <u>Tax Certificate to be provided by CCA</u>. The CCA will also be required to deliver a certificate as to certain federal income tax matters relating primarily to the use of the prepaid energy to be purchased by the CCA pursuant to the transaction. Tax Counsel will rely on the certificate of the CCA in connection with the delivery of its opinion as to the tax-exemption of the interest on the Prepayment Bonds.

VI. Project Administration

A. <u>Operational Services Agreement</u>. To provide for the CCA's control of certain matters under the prepaid energy agreement and other documents to which CCCFA is a party but the CCA is not, CCCFA and the CCA will enter into an Operational Services Agreement providing for CCCFA to take direction from the CCA with respect to such matters.

B. <u>Operating Expenses</u>. Under the Operational Services Agreement, the CCA will agree to pay to CCCFA amounts necessary to pay operating expenses of the prepayment transaction, if any, in excess of the amounts budgeted and payable from transaction revenues under the Trust Indenture, as further described below.

C. <u>Transaction Accounting</u>. CCCFA will contract with an accounting firm to provide initial and ongoing accounting services for each transaction. Pursuant to a master professional services agreement, individual transactions will be addressed with a side letter executed by CCCFA and the accounting firm to provide the necessary ongoing accounting services. Accounting for each transaction is required for CCCFA to provide consolidated audited financial statements each year that incorporate all bond transactions issued through CCCFA. Initial set-up fees of the accounting firm are paid from bond proceeds and annual service fees for each transaction are paid from the Administrative Fee Account in each Indenture.

VII. Continuing Disclosure

A. <u>Obligation to Provide Annual Financial and Operating Information and Notice of Certain Material Events</u>. In connection with the issuance of the Prepayment Bonds, CCCFA is required under federal securities law to enter into an agreement to provide to a central repository operated by the Municipal Securities Rulemaking Board (referred to as Electronic Municipal Market Access, or EMMA) certain annual financial and operating information as well as notice of certain material events relating to the Prepayment Bonds.

B. CCA Obligations. In addition to the description of the CCA and its operations, the most recent annual audited financial statements of the CCA are included in the Preliminary Official Statement and final Official Statement for the Prepayment Bonds. The continuing disclosure undertaking of CCCFA described above will include the requirement to file certain updated operating information of the CCA and the most recent audited financial statements of the CCA in its annual filings with EMMA.

CCCFA facilitates regular trainings regarding its and the CCAs' continuing disclosure obligations regarding Prepayment Bonds. Responsible CCA staff members are expected to attend such trainings and stay up-to-date with obligations imposed by the federal securities laws.

C. Disclosure Agent. In connection with the issuance of the Prepayment Bonds, CCCFA will engage a disclosure agent to collect and file the required annual information and notices of material events with EMMA, and the fees and expenses of the disclosure agent will be payable as an operating expense of the transaction, described below.

VIII. Credit Ratings and Green Bond Designation

A. Credit Ratings. The Prepayment Bonds will be rated by one or more credit rating agencies selected by the CCA with the advice of its financial advisor and the underwriter of the Prepayment Bonds. The rating on the Bonds will be a structured rating based on the credit of the Prepaid Energy Supplier (or its guarantor), not the credit of the CCA or CCCFA. Initial fees of the credit rating agency or agencies are payable by the CCA and reimbursed from proceeds of the Prepayment Bonds at closing. On-going rating maintenance fees are payable from revenues of the transaction as an operating expense, as further described below.

B. Green Bond Designation. Generally, the CCA will elect to have the Prepayment Bonds designated as "green bonds" (or similar designation) by a third party selected by the CCA with the advice of its financial advisor. Initial fees of such party are payable by the CCA and reimbursed from proceeds of the Prepayment Bonds at closing. Any on-going fees of such party are payable from revenues of the transaction as an operating expense.

IX. Costs and Expenses

A. Costs of Issuance. Certain costs and expenses (such as underwriter's discount, fees and expenses of counsel to the CCA, CCCFA and certain other parties, initial fees and expenses of the Trustee and Custodian) are permitted to be paid from proceeds of the Prepayment Bonds as costs of issuance.

B. Operating Expenses. On-going transaction costs and expenses, such as annual fees of the Trustee and Custodian, accounting, rating agencies, etc. are budgeted and paid from revenues as operating expenses of the transaction under the Trust Indenture. Any such operating expenses in excess of those budgeted are payable by the CCA under the terms of the Operational Services Agreement, as described in Part VI above.

C. Other Expenses. Other costs and expenses of CCCFA not related to a particular transaction are payable from the annual membership dues payable by each CCA member to CCCFA.

Last updated: July 24, 2026

Appendix A

[MODEL ASSOCIATE MEMBER RESOLUTION]

RESOLUTION OF THE [GOVERNING BODY] OF [AGENCY] TO APPROVE AND AUTHORIZE THE EXECUTION OF A JOINT POWERS AGREEMENT PROVIDING [AGENCY] ASSOCIATE MEMBERSHIP TO THE CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY TO ISSUE MUNICIPAL BONDS FOR ENERGY PREPAY TRANSACTIONS

WHEREAS, the pursuit of an energy prepayment on a tax advantaged basis enables a meaningful power procurement cost savings opportunity in which [AGENCY] can utilize its tax-exempt status to access the municipal bond market to prepay existing energy supply contracts at a discounted rate;

WHEREAS, long-term power prepay transactions utilize the municipal bond market and therefore [AGENCY] requires a bond issuing entity to participate;

WHEREAS, the California Community Choice Financing Authority ("CCCFA") is a joint exercise of powers agency established under California Government Code section 6500 et seq. (the "JPA Law") and a Joint Powers Agreement (the "CCCFA Joint Powers Agreement") among various California Community Choice Aggregators ("CCAs") for the purpose of undertaking the financing and refinancing of energy prepayments that can be financed with tax advantaged bonds on behalf of one or more of its members by, among other things, issuing or incurring bonds and entering into related contracts;

WHEREAS, [AGENCY] is a community choice aggregator, as such term is defined in Section 331.1 of the Public Utilities Code of the State of California (the "Public Utilities Code"), that is a public agency, as such term is defined in the JPA Law, which has implemented a CCA program pursuant to Section 366.2 of the Public Utilities Code, and possesses the power to purchase and sell electric energy and enter into related contracts for such purposes and, therefore, [AGENCY] is eligible to become a member of CCCFA under the CCCFA Joint Powers Agreement;

WHEREAS, for CCCFA to finance or refinance energy prepayments and issue bonds on behalf of [AGENCY], [AGENCY] must become an associate member of CCCFA;

WHEREAS, [AGENCY] has determined that CCCFA is the best-fit least-cost option for a bond issuing entity to enable [AGENCY] to participate in one or more energy prepayment transactions and therefore [AGENCY] desires to become an associate member of CCCFA;

WHEREAS, to become an associate member of CCCFA, the [GOVERNING BODY] of [AGENCY] must file an executed counterpart of the CCCFA Joint Powers Agreement with CCCFA, together with a copy of the resolution of the [GOVERNING BODY] of [AGENCY] approving the CCCFA Joint Powers Agreement and the execution and delivery hereof, and requesting to be added as an Associate Member of CCCFA and [AGENCY] must further agree in writing to pay CCCFA a share of organization, planning and other costs and charges as determined by the Board of CCCFA to be appropriate, if any;

WHEREAS, on March 11, 2022, the CCCFA Board established a new membership entry fee of $50,000 for a new associate member's portion of organization, planning, and other costs, in addition to each member's equal share of general and administrative costs as determined by the CCCFA Board;

WHEREAS, on December 16, 2022, the CCCFA Board established a transaction fee of $20,000 to cover the "Prepayment Project" costs as defined in Section 1.11 of the CCCFA Joint Powers Agreement; and

WHEREAS, under the JPA Law and the CCCFA Joint Powers Agreement, CCCFA is a public entity separate and apart from the parties to the CCCFA Joint Powers Agreement, and the debts, liabilities, and obligations of the CCCFA will not constitute debts, liabilities, or obligations of the [AGENCY].

NOW, THEREFORE, BE IT RESOLVED that the [GOVERNING BODY] of [AGENCY] hereby finds, declares, and resolves as follows:

1. The above recitals are true and correct.

2. The CCCFA Joint Powers Agreement on file with the [CLERK/SECRETARY] of the [AGENCY] is hereby approved. The [CHAIRPERSON/EXECUTIVE DIRECTOR/GENERAL MANAGER/ETC.] is authorized and directed, on behalf of the [AGENCY], to execute the CCCFA Joint Powers Agreement, and request that [AGENCY] become an associate member of CCCFA.

3. [AGENCY] hereby agrees to pay CCCFA for its share of organization, planning and other costs and charges as determined by the Board of CCCFA to be appropriate.

4. The officers, employees, and agents of [AGENCY] are hereby authorized and directed, jointly and severally, to execute and deliver any and all documents, agreements and instruments and to do any and all things which they may deem necessary or advisable to carry out, give effect to and comply with the terms and intent of the CCCFA Joint Powers Agreement and this Resolution.

5. This Resolution shall take effect immediately upon its adoption.

The following Resolution was duly passed by the [GOVERNING BODY] of [AGENCY] at a regular meeting held on [DATE], by the following vote:

Ayes:

Noes:

Absent:

____

Chair of the [GOVERNING BODY]

Attest:

____

[SECRETARY/CLERK]

Appendix B

Approved July 25, 2024

CCCFA Membership Criteria

To be eligible to become an Associate Member of CCCFA, one must:

1. Comply with all requirements for associate membership under CCCFA's JPA, including:

   a. Be a current CCA that is actively serving load in California as required under the CCCFA JPA.

   b. File a resolution of the applicant's legislative body approving CCCFA's JPA and requesting associate membership.[1]

   c. Receive approval by a majority of CCCFA's Board in attendance as required under the CCCFA JPA.

   d. File an executed counterpart to the CCCFA JPA with the Board clerk.

   e. Pay the new member fee and agree to pay ongoing costs for share of CCCFA planning costs, any prepay transaction fee, or any other future fees agreed upon by the Board.

2. Complete the required onboarding process as detailed by CCCFA.[2]

To be eligible to become a Founding Member of CCCFA, one must:

1. Be an Associate Member of CCCFA.

2. Comply with all requirements for founding membership under CCCFA's JPA, including:

   a. File a resolution of the applicant's legislative body approving CCCFA's JPA and requesting founding membership.

   b. Receive approval of two-thirds of the entire CCCFA board as stated in JPA.

   c. File an executed counterpart to the CCCFA JPA with the Board clerk.

   d. Pay the new member fee (if 3.b below applies) and agree to pay ongoing costs for share of CCCFA planning costs, any prepay transaction fee, or any other future fees agreed upon by the Board.

[1] CCCFA recommends use of its model resolution for applicants.

[2] Onboarding documents currently being prepared under contract with Chapman and Cutler.

3. Have either:

    a. received energy deliveries through a CCCFA prepay transaction for a minimum of one year, or

    b. employ a Director/Manager-level staff member with at least one year's direct oversight of prepay issuances and prepay operations while employed by a Founding Member CCA.

4. Be in good standing in all compliance related obligations related to the energy prepay transaction, including but not limited to ongoing disclosures, arbitrage rebate reporting and payments, eligible energy deliveries and/or remediation.

5. Designate a CCA full-time employee (at Director/Manager level or above) to serve in the CCCFA Treasurer/Controller working group as an active participant for one year and commit to continued future contributions in the working group.

6. Be current on all CCCFA associated fees and other energy prepay related fees and payments.

7. Must comply with any other transactional requirements as set forth and required by CCCFA.

Appendix C

CCCFA Prepay Transaction Criteria

To be eligible to for approval of a member's first prepay issuance through CCCFA, a member must:

1. Use an underwriter that has previously executed an electricity prepay issuance for a CCA in California

2. Utilize legal counsel to provide advice related to several issues, including but not limited to bonds, tax, disclosures, energy prepay buyer, and energy procurement. Tax counsel, disclosure counsel, and energy prepay buyer counsel must have prior experience with electricity prepay transactions. All legal counsel must be licensed to practice law in California.

3. Employ the services of an MSRB-accredited Municipal Financial Advisor that has previously advised on electricity prepay issuance in California.

4. Prepare the following materials for Board consideration:

    a. Staff report that summarizes the transaction in addition to the documents the Board must approve.

    b. Redlines of changes to template prepay documents provided by CCCFA to identify significant changes for Board.

5. Receive approval by a majority of CCCFA's Board in attendance as required under the CCCFA JPA.

6. Pay the transaction fee or any other future fees agreed upon by the Board.

7. Comply with all applicable legal requirements before debt issuance and maintain such compliance throughout the life of the prepay transaction.

To be eligible for approval of a member's second or any subsequent prepay issuance through CCCFA, a member must:

1. Utilize legal counsel to provide advice related to several issues, including but not limited to bonds, tax, disclosures, energy prepay buyer, and energy procurement. All legal counsel must be licensed to practice law in California.

2. Employ the services of an MSRB-accredited Municipal Financial Advisor.

3. Comply with requirements 4 through 7 applicable to approval of a member's first prepay issuance through CCCFA.

CLEAN ENERGY ALLIANCE

Staff Report

DATE: September 24, 2026

TO: Clean Energy Alliance Board of Directors

FROM: Gregory Wade, Chief Executive Officer

ITEM 5: Consideration of Resolution No. 2026-041 Attesting to the Veracity of the 2025 Power Source Disclosure Reports Addressing the Clean Impact, Clean Impact Plus, Green Impact and Wholesale Market Access Tariff Power Retail Electric Service Offerings

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RECOMMENDATION:

That the Clean Energy Alliance (CEA) Board of Directors (Board) consider adoption of Resolution No. 2026-041 attesting to the veracity of the 2025 Power Source Disclosure (PSD) Reports and Addressing the Clean Impact, Clean Impact Plus, Green Impact, and Wholesale Market Access Tariff (WMAT) Retail Electric Service Offerings.

BACKGROUND AND DISCUSSION:

As a public agency providing electric services in the state of California, CEA must comply with California's Power Source Disclosure Program, as administered by the California Energy Commission (CEC), pursuant to California Code of Regulations Sections 1391 to 1394 (Regulations), which set forth the requirements for annual power source reporting and Power Content Label (PCL) preparation.

The 2025 Annual PSD Reports (Attachment B) are backward-looking and report the sources of power procured by CEA on behalf of its customers during calendar year 2025. Separate reports are prepared for each of CEA's four retail electric service offerings: Clean Impact, Clean Impact Plus, Green Impact, and the WMAT.

The Regulations also require that CEA prepare an annual PCL, which will be posted on CEA's website by October 1, 2026, and mailed to customers by December 31, 2026. The PCL is similar to a typical nutritional label, providing customers with information related to the power sources that were procured by CEA to meet their energy requirements, as well as the greenhouse gas emissions intensity associated with each retail service offering. Each of CEA's four retail service offerings are addressed in the PCL as well as California's overall power mix, which is presented for the sake of comparison. For 2025, the GHG Emissions Intensity figures for the PCL will be calculated by the CEC using an updated methodology, meaning that these factors will likely be different from those presented in the PSD files presented herein, which are automatically calculated by the PSD template. The Board's role remains to verify the information CEA submits in its PSD.

Section 1394.2, Subdivision (a)(1) of the Regulations addresses an independent audit requirement which is only applicable to Investor-Owned Utilities (IOUs) and Energy Service Providers (ESPs), but not public agencies, which include Community Choice Aggregation (CCA) programs such as CEA.

An exception to the audit requirement is specified in Section 1394.2, Subdivision (a)(2) which states:

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

The 2025 PSD reports have been prepared in compliance with the applicable regulations and accurately reflect electric supply procured by CEA during 2025.

FISCAL IMPACT:

The costs related to mailing the 2025 PCL have been included in the adopted Fiscal Year 2026/27 Budget.

Submitted for Board consideration:

____

Gregory Wade
Chief Executive Officer

ATTACHMENTS:

A. Resolution No. 2026-041 Attesting to the Veracity of the 2025 Power Source Disclosure Reports Addressing the Clean Impact, Clean Impact Plus, Green Impact, and Wholesale Market Access Tariff Retail Electric Service Offerings
B. Power Source Disclosure Report

CLEAN ENERGY ALLIANCE
RESOLUTION NO. 2026-041

A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY ALLIANCE ATTESTING TO THE VERACITY OF THE 2025 POWER SOURCE DISCLOSURE REPORTS ADDRESSING THE CLEAN IMPACT, CLEAN IMPACT PLUS, GREEN IMPACT AND THE WHOLESALE MARKET ACCESS TARIFF RETAIL ELECTRIC SERVICE OFFERINGS

WHEREAS, the Clean Energy Alliance (CEA) is a joint powers agency, formed in November 2019; and

WHEREAS, as a Load Serving Entity, CEA must comply with the annual Power Source Disclosure Reporting and Power Content Label requirements as established by the California Energy Commission Power Source Disclosure Program, pursuant to California Code of Regulations, title 20, Sections 1391 to 1394 (Regulations); and

WHEREAS, the CEA 2025 Power Source Disclosure Reports of CEA's four power supply products, Clean Impact, Clean Impact Plus, Green Impact, and the Wholesale Market Access Tariff have been prepared in compliance with the CEC Power Source Disclosure Regulations; and

WHEREAS, the CEA Board of Directors desires to attest to the veracity of the Clean Impact, Clean Impact Plus, Green Impact, and Wholesale Market Access Tariff 2025 Power Source Disclosure Annual Reports.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Clean Energy Alliance, as follows:

Section 1. The above recitals are true and correct.

Section 2. The Board of Directors of Clean Energy Alliance hereby attests to the veracity of the 2025 Power Source Disclosure Reports of the Clean Impact, Clean Impact Plus, Green Impact, and Wholesale Market Access Tariff power supply products.

The foregoing Resolution was passed and adopted this 24th day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

____
Katie Melendez, Board Chair

ATTEST:

____
Ana Marie Alarcon, Clerk to the Board

2025 PCL Data*					
Emissions, Power Sources, Unbundled RECs	**GreenImpact**	**CleanImpactPlus**	**CleanImpact**	**Wholesale Market Access Tariff**	**Total Loss-Adjusted Load**
Retail Sales and Loss-Adjusted Load	36,645	1,956,182	19,554	213,340	2,333,420
GHG Emissions Intensity (lbs CO_2e/MWh)	**0**	**200**	**577**	**892**	**297**
■ **Renewables and Zero-Carbon Resources**	**100%**	**79%**	**50%**	**5%**	**69%**
■ **Fossil Fuels**	**0%**	**21%**	**50%**	**95%**	**31%**
Biomass & Biogas	0%	0%	0%	0%	0%
Geothermal	0%	0%	0%	0%	0%
Eligible Hydroelectric	0%	0%	0%	0%	0%
Solar	50%	38%	50%	5%	34%
Wind	50%	17%	0%	0%	15%
RPS Eligible Renewables - Subtotal	**100%**	**55%**	**50%**	**5%**	**49%**
Large Hydroelectric	**0%**	**11%**	**0%**	**0%**	**10%**
Nuclear	**0%**	**12%**	**0%**	**0%**	**10%**
Emerging Technologies	**0%**	**0%**	**0%**	**0%**	**0%**
Other	**0%**	**0%**	**0%**	**0%**	**0%**
Natural Gas	**0%**	**0%**	**0%**	**0%**	**0%**
Coal & Petroleum	**0%**	**0%**	**0%**	**0%**	**0%**
Unspecified Power - Total	**0%**	**21%**	**50%**	**95%**	**31%**
Retail Sales Covered by Retired Unbundled RECs	0%	0%	0%	45%	-

*NOTE: The figures above are preliminary.
Staff will calculate the GHG emissions factor and fuel mix breakdown (percentage derived from renewables and zero-carbon resources or fossil fuels) of unspecified power after data from all reporting entities is submitted.

CLEAN ENERGY ALLIANCE

Staff Report

DATE: September 24, 2026

TO: Clean Energy Alliance Board of Directors

FROM: Greg Wade, Chief Executive Officer

ITEM 6: Consideration of Resolution No. 2026-042 Awarding a Professional Services Agreement (PSA) to Pouneh Sammak for Human Resource (HR) Consultant Services from October 1, 2026, through December 31, 2027, and Authorizing the Chief Executive Officer to Execute the PSA

RECOMMENDATION:

That the Clean Energy Alliance (CEA) Board of Directors (Board) adopt Resolution 2026-042, approving a Professional Services (Agreement) with Pouneh Sammak for HR Consultant Services for an amount not to exceed $156,000 per fiscal year, effective July 1, 2026, through December 31, 2027, authorizing the Chief Executive Officer (CEO) to sign the Agreement.

BACKGROUND AND DISCUSSION:

With the ongoing addition of staff members, CEA had identified the need to bring on HR services. As such, at the end of 2025, staff issued an informal request for proposals (RFP) pursuant to CEA's Non-Energy Procurement Policy (CEA-07), for Human Resources (HR) General and Employee Recruitment Services. CEA received three (3) proposals and selected and, on April 1, 2026, contracted with San Diego Human Resources Consulting, Inc. (SDHR) to provide some of the requested services at a cost not to exceed $50,000. Since that time, SDHR has been providing general HR Consulting Services and is currently handling recruitment of two positions to supplement CEA staff.

Another purpose of issuing the RFP for these services was to retain an HR expert with local government and/or special district experience who could provide CEA with a single point of contact for CEA's growing HR needs. As such, included in the Board's review and approval of CEA's FY 2026/2027 Budget, staff sought and received Board authorization for four additional staff positions, two of which are actively being recruited as noted above, with as third position identified as an HR Consultant necessary to fulfill CEA's operational and personnel needs.

Still in need of an individual HR consultant which CEA did not attract through its RFP, CEA engaged with a recently retired HR professional with many years of experience in local government HR at the management and executive management level. Pouneh Sammak worked the last 10 years with the City of Solana Beach as their HR Manager and HR Director and also has prior experience as an HR Consultant working with Solana Beach and other local government and special district agencies. Ms. Sammak has a proven track record of providing a breadth of HR services and is ideally suited to provide the single point of contact HR services CEA is seeking.

FISCAL IMPACT:

Funds for these HR Services for the Fiscal Year (FY) 2026/27 and FY 2027/28 can be accommodated in the FY 2026/27 Budget. These HR Consultant Services will be provided at an amount that will not exceed $156,000 per fiscal year.

Submitted for consideration:

____
Gregory Wade
Chief Executive Officer

ATTACHMENTS:

A. Resolution 2026-042 awarding the PSA for HR Consultant Services
B. Proposed PSA for HR Consultant Services

CLEAN ENERGY ALLIANCE
RESOLUTION NO. 2026-042

A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY ALLIANCE AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR HUMAN RESOURCES CONSULTANT SERVICES AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT

WHEREAS, Clean Energy Alliance (CEA) is a joint powers authority established on November 4, 2019, and organized under the Joint Exercise of Powers Act (Government Code Section 6500 *et seq*.); and

WHEREAS, in December 2025, CEA issued an informal Request for Proposals (RFP) for Human Resources (HR) Consultant Services; and

WHEREAS, on April 1, 2026, CEA executed a Professional Services Agreement (PSA) with San Diego Human Resources Consulting, Inc. (SDHR) to provide some of the requested services; and

WHEREAS, because CEA did not secure all the necessary services it sought through the RFP process, an HR Consultant position was included in the Fiscal Year (FY) 2026/2027 Budget approved by the CEA Board of Directors (Board) on June 25, 2026; and

WHEREAS, Pouneh Sammak is qualified to provide the additional HR services needed and her fee is fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Clean Energy Alliance hereby finds, determines and resolves as follows:

Section 1. The foregoing recitals are true and correct and incorporated fully herein.

Section 2. The Board of Directors of Clean Energy Alliance hereby awards a Professional Services Agreement (PSA) to Pouneh Sammak to provide Human Resources Consultant Services for CEA.

Section 3. The Chief Executive Officer is hereby authorized and directed to execute a PSA with Pouneh Sammak for an amount not to exceed $156,000 per fiscal year in a form substantially similar to that presented to the Board on September 24, 2026.

Section 4. The Chief Executive Officer is hereby authorized and directed to execute such other documents and take such other and further actions as may be necessary and proper to accomplish the purposes of this resolution.

The foregoing Resolution was passed and adopted this 24th day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

____
Katie Melendez, Chair

ATTEST:

____
Ana Marie Alarcon, Clerk to the Board

AGREEMENT BETWEEN THE CLEAN ENERGY ALLIANCE AND POUNEH SAMMAK FOR PROFESSIONAL HUMAN RESOURCES CONSULTING SERVICES

THIS AGREEMENT, is entered into this 1st day of October, 2026, by and between CLEAN ENERGY ALLIANCE, an independent joint powers authority ("Authority"), and Pouneh Sammak ("Consultant") (collectively referred to as the "Parties" or individually as a "Party"), with respect to the following essential facts:

RECITALS:

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Sections 6500 *et seq.*) ("Act") with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein and is duly authorized and registered to do business in the State of California.

C. Authority and Consultant desire to enter into this Agreement for Consultant to provide Authority with professional human resources consulting services as independent contractor on the terms and conditions set forth below.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The initial term of this Agreement shall be for fifteen (15) months and shall commence on October 1, 2026 and terminate on December 31, 2027, unless terminated earlier pursuant to Section 19 hereof or extended. The Authority's Chief Executive Officer shall have the option, in the exercise of his sole and absolute discretion, to extend the term of this Agreement for three (3) one-year periods.

2. **SERVICES TO BE PERFORMED**

Consultant shall perform services as set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein fully by this reference.

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed the total dollar amount based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated fully herein by this reference.

4. **TIME IS OF THE ESSENCE**

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

Consultant agrees to perform all services required by this Agreement in a manner commensurate with or exceeding the prevailing standards for a professional human resources consultant in California and agrees that all services shall be performed by qualified and experienced personnel in conformity with the applicable requirements of federal, state and local laws in effect at the time that the services are being performed.

6. **INDEPENDENT PARTIES**

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant as an independent contractor and in pursuit of Consultant’s independent calling, except to the extent that they are limited by statute, rule or regulation or the express terms of this Agreement. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of the services required by this Agreement, Authority only being concerned with the finished results of the work being performed. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, employer-paid payroll taxes, Social Security, retirement benefits, health benefits, unemployment insurance, workers’ compensation plans, vacation and sick leave, nor any other benefits are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. It is the intent of the Parties that neither Consultant nor its officers, employees or agents are to be considered employees of Authority, whether “common law” or otherwise, and Consultant shall indemnify, defend and hold Authority harmless from any such obligations related to its officers, employees and agents.

7. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Sections 6500 *et seq*.) pursuant to a Joint Powers Agreement dated November 4, 2019, as amended from time to time, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority’s constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee or contractor, or Consultant’s employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital or veteran status, medical condition, pregnancy, sex, age, sexual orientation, genetic information, gender expression, or any other protected class. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION

A. General Indemnification. Consultant shall, to the fullest extent allowed by law indemnify, defend, and hold harmless the Authority, its members, and their respective officers, officials, agents, employees and volunteers (collectively "Indemnitees") from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, demands, damages, judgments, liens, levies, costs, expenses and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to a breach of this Agreement or the negligence (whether active or passive) or willful misconduct of Consultant or Consultant's employees, officers, officials, agents or independent contractors in the performance of or failure to perform this Agreement, except where caused by the sole or active negligence or willful misconduct of any of the Indemnitees. Such costs and expenses shall include reasonable attorneys' fees of counsel of Authority's choice, expert fees and all other costs and fees of litigation.

B. Employee Benefits Eligibility Indemnification. In the event that Consultant's employee, subcontractor, independent contractor or other person providing services under this Agreement on Consultant's behalf (collectively, "Consultant's Personnel") claims or is determined by a court of competent jurisdiction or administrative agency to be eligible for enrollment in or entitled to any benefits of the Authority or its constituent members, Consultant shall indemnify, defend, and hold harmless Authority or its constituent members for the payment of any employer and employee contributions for such benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of the Authority or its constituent members. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant's Personnel providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including, but not limited to, eligibility to enroll in any benefit program as an employee of Authority or its constituent members and entitlement to any contributions to be paid by Authority or its constituent members for employer contributions and/or employee contributions for any employee benefits.

C. Indemnification for Employee Payments. Consultant agrees to defend and indemnify the Authority and its constituent members for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to any retirement system, social security, salary or wages, overtime payment, or workers' compensation payment which the Authority or its constituent members may be required to make for work done under this Agreement.

D. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section 9 shall not be limited by any provision of insurance coverage that the Consultant may have in effect or be required to obtain and maintain during the term of this Agreement. The provisions of this Section 9 are continuing obligations and survive the completion of the services or termination of this Agreement.

10. **INSURANCE**:

A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by certified mail, Attention: General Counsel. Ten (10) days advance written notice for cancellation due to non-payment of premium shall be provided by the insurer to the Authority in the same manner." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates. All endorsements shall be on forms approved by Authority. Consultant shall provide certified copies of required insurance policies, which shall include the declaration pages, a schedule of forms listing all policy endorsements, and all policy forms, upon Authority's request.

B. Subrogation Waiver. Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation that any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. Primary and Non-contributory. The commercial general liability, including any excess or umbrella policies being used to meet the required limits of insurance, and automobile liability policies shall contain, or be endorsed to contain, a provision that such policies are primary and non-contributory to any insurance that may be carried by the Authority or its members, as reflected in an endorsement at least as broad as CG 20 01 04 13, which shall be submitted to the Authority. Any insurance or self-insurance maintained by the Authority, its members or their respective officers, officials, employees, or representatives shall be excess of the Consultant's insurance and shall not contribute with it.

D. Failure to secure or maintain insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

E. Additional Insured. Authority, its members, and their respective, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

F. Self-Insured Retentions. Any self-insured retentions are the responsibility of the Consultant and must be declared to and approved by Authority. At the option of Authority, either (1) the insurer shall reduce or eliminate such self-insured retentions as respects the Authority, its members and their respective officers, officials, employees and volunteers, or (2) the Consultant shall provide a financial guarantee satisfactory to Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

H. Maximum Coverage and Limits. 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 shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

I. Special Risks or Circumstances. Authority reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

11. **CONFLICT OF INTEREST**

Consultant represents and warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it will be required to fill out a conflict of interest form under Authority's Conflict of Interest Code.

12. **PROHIBITION AGAINST TRANSFERS**

Consultant shall not assign, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or managing member or joint venturer or syndicate member or cotenant, if Consultant is a partnership or limited liability company or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation or partnership or limited liability company or other entity.

13. **SUBCONTRACTOR APPROVAL**

A. Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

B. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

C. If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the Authority for the acts and omissions of Consultant's subcontractors and for the persons either directly or indirectly employed by the subcontractors, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractors of Consultant and the Authority or its members. In any dispute between the Consultant and its subcontractor, neither the Authority nor any of its members shall be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend, hold harmless and indemnify the Indemnitees as described in Section 9 of this Agreement, should any of the Indemnitees be made a party to any judicial or administrative proceeding to resolve any such dispute.

D. Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **REPORTS**

A. Each and every report, draft, work product, map, drawing, specification, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority and is hereby assigned to the Authority. Consultant shall not copyright any Report prepared as part of the services required by this Agreement, except as may be requested on Authority's behalf. Consultant expressly waives and disclaims, any copyright in, and the right to reproduce all Reports, except upon the Authority's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The Consultant shall, upon request of the Authority, execute any further document(s) necessary to further effectuate this waiver and disclaimer. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

C. All Reports also shall be provided in electronic format.

D. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts and copies therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this Agreement.

16. **SUPPLIER DIVERSITY**

General Order 156 (GO 156) is a California Public Utilities Commission ruling that requires utility entities to procure at least 21.5% of their contracts with majority women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises' ("WMDVLGBTBEs") in all categories. Qualified businesses become GO 156 certified through the CPUC and are then added to the GO 156 Clearinghouse database.

The CPUC Clearinghouse can be found here: www.thesupplierclearinghouse.com. While CEA is not legally required to comply with GO 156, CEA's policies and commitment to diversity are consistent with the principles of GO 156, and CEA has an Inclusive and Sustainable Workforce Policy, which can be found at https://thecleanenergyalliance.org/key-documents.

CEA will provide a link to a survey annually to each of its contract vendors, which may ask for disclosure of (a) their GO 156 certification status, (b) their efforts to work with diverse business enterprises, including those owned or operated by women ("WBE"), minorities ("MBE"), disabled veterans ("DVBE"), and lesbian, gay, bisexual, or transgender people ("LGBTBE"); and (c) other information regarding inclusivity in their workforce or related to CEA's goals as stated in CEA's Inclusive and Sustainable Workforce Policy. CEA will use the information obtained solely to help evaluate how well it is conforming to its own policies and goals. Pursuant to California Proposition 209, CEA does not discriminate against nor grant preferential treatment based on race, sex, color, ethnicity, or national origin.

17. **CONFIDENTIALITY AND SECURITY**

A. Confidential Information. Consultant shall comply with all applicable law and maintain in confidence and not disclose to any third party nor use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority or Authority's customers, including confidential information regarding Authority's customers and employees, except as may be required by law.

B. Security.

1. Implementation. Consultant shall implement commercially reasonable administrative, technical and physical safeguards designed to: (a) ensure the security and confidentiality of data and information provided by Authority or its customers or used in connection with providing services under this Agreement, including data or information about third parties ("Authority's Data"); (b) protect against any anticipated threats or hazards to the security or integrity of Authority's Data; (c) protect against unauthorized access to or use of Authority's Data; and (d) prevent the access or use of Authority's Data for any marketing or commercial purpose not expressly authorized pursuant to a written agreement between Consultant and Authority. Consultant shall review and test such safeguards on no less than an annual basis.

2. Network. If Consultant makes Authority's Data accessible through the Internet or other networked environment, Consultant shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of Authority's Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

3. Personal Data. If Consultant processes or otherwise has access to any personal or customer data or information on Authority's behalf when performing Consultant's services and obligations under this Agreement, then: (a) Authority shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Consultant shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (b) Authority shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal or customer data or information to Consultant so that Consultant may lawfully use, process and transfer the personal or customer data and information in accordance with this Agreement on Authority's behalf in order for Consultant to provide the services and perform its other obligations under this Agreement; (c) Consultant shall process all personal and customer data and information only in accordance with any lawful and reasonable instructions given by Authority from time to time and in accordance with the terms of this Agreement; and (d) each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of personal and customer data and information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to all personal and customer data and information and the nature of the data and information being protected. If necessary, the Parties will cooperate to document these

measures taken.

4. Information Security. Consultant represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from Authority or its customers does and will comply with all applicable federal and state privacy, utility customer and data protection laws, including, but not limited to, CPUC General Order 66-D, Decision (D.) 17-09-024, Public Utilities Code Section 8380 and associated CPUC decisions D.11-07-056 and D.12-08-045, the Critical Infrastructure Information Act of 2002, and 18 CFR § 388.113. In the event of any security breach, Consultant shall: (a) Provide Authority with the name and contact information for an employee who shall serve as Authority's primary security contact and shall be available to assist Authority twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify Authority of a security breach as soon as practicable, but no later than twenty-four (24) hours after Consultant becomes aware of it. Immediately following Consultant's notification to Authority of a security breach, the Parties shall coordinate with each other to investigate the security breach. Consultant agrees to fully cooperate with Authority in Authority's handling of the matter. Consultant shall use best efforts to immediately remedy any security breach and prevent any further security breach at Consultant's own expense in accordance with applicable privacy rights, laws, regulations and standards. Consultant agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information and be responsible for any fines assessed by any regulatory agency as a result of Consultant's acts or omissions.

C. Notice and Remedy of Breaches. Each Party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 16 of this Agreement, whether or not intentional, and the breaching Party shall, at its expense, take all steps reasonably requested by the other Party to prevent or remedy the breach.

D. Enforcement. Each Party acknowledges that any breach of any of the provisions of Section 16 of this Agreement may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured Party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

18. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

TO AUTHORITY:
Clean Energy Alliance
Chief Executive Officer

5857 Owens Ave, 3rd Floor
Carlsbad, CA 92008

TO CONSULTANT:
Pouneh Sammak
Independent Consultant
4397 Calle Mejillones
San Diego, CA 92130

19. **TERMINATION**

A. In the event Consultant fails or refuses to perform any of the provisions hereof at the time or in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be not less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, Authority may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. Authority also shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance and within five (5) working days: (1) assemble all documents owned by Authority and in Consultant's possession, and deliver said documents to Authority; and (2) place all work in progress in a safe and protected condition.

B. This Agreement may be terminated by Authority or Consultant, without cause, upon the giving of thirty (30) days' written notice to either party.

C. Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials is the property of Authority pursuant to Section 14 hereof.

20. **COMPLIANCE**

Consultant shall comply with all applicable local, state and federal laws, now existing or hereafter amended or enacted.

21. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought related to this Agreement shall be filed with the Superior Court of the County of San Diego, State of California. Consultant hereby waives any and all objections to personal jurisdiction and venue in said forum.

22. **ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **DRAFTING AMBIGUITIES**

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

26. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be incorporated herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either Party.

27. **CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. **CONSEQUENTIAL DAMAGES**

Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

29. **SEVERABILITY**

In the event that any part of this Agreement is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion or portions of this Agreement that is found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

30. **COUNTERPARTS/ELECTRONIC SIGNATURES**

This Agreement may be executed electronically and in any number of counterpart, which together shall constitute one and the same agreement. A true and correct electronic copy of this Agreement may be used for all purposes as an original.

29. **SIGNATORY AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the date set forth above.

POUNEH SAMMAK ("Consultant")	CLEAN ENERGY ALLIANCE A Joint Powers Authority
__________________________ Pouneh Sammak	By: __________________________ Name: Gregory Wade Title: Chief Executive Officer

APPROVED AS TO FORM:

____

Counsel for Authority

ATTEST:

____

Authority Clerk

Exhibit A
Scope of Services

Consultant shall provide a range of profession strategic and operational Human Resources (HR) analysis and support services to Authority as an independent contractor upon Authority's request, including but not limited to:

- Policy and Procedure review/development;
- Employee selection/recruitment;
- Employee relations; and
- Other special projects as assigned.

The Consultant will also recommend solutions to enhance organizational effectiveness, support workforce planning, and improve overall employee experience. Services will include actionable recommendations, necessary documentation, and implementation support to align HR practices with the organization's goals and objectives. Consultant shall provide other HR-related functions as needed.

The Consultant will be considered a member of the organization's HR Department solely for the purpose of determining Consultant's right to access information in the Department's possession, and Consultant shall be under the same obligations imposed on the organization's personnel in a similar situation to maintain the confidentiality of information.

Consultant is and shall at all times remain an independent contractor. In addition to the requirements set forth in Section 6 regarding her independent contractor status, Consultant shall be free to choose the location from which she performs the services, utilize her own equipment and exercise her own independent judgment. Consultant shall obtain and maintain a separate business license and be free to perform services for other entities and individuals. Authority shall not exercise control over Consultant, nor shall Authority be Consultant's only client.

Exhibit B
Schedule of Performance

Consultant shall perform the services under this Agreement diligently and in a timely fashion and shall meet all deadlines and timetables established by the Authority from time to time for the performance of specific tasks.

<u>Exhibit C</u>
<u>Compensation</u>

Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit "A" and reimbursable expenses shall not exceed a total of $50,000 dollars. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

<u>Rates</u>

Personnel	**Hourly Rate**	**Total Services (Estimated)**	**Total Compensation (Not to Exceed)**
Pouneh Sammak	$150/hour	20 hours/week	$156,000 per year

<u>Invoices</u>

<u>Monthly Invoicing</u>: In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services and hours worked).

<u>Reimbursable Expenses</u>
Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority and must include itemized receipts/documentation.

<u>Additional Services</u>
Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority prior to commencement of any additional services. Consultant shall submit, at the Board's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.

Exhibit D
Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with Authority and its members and their respective officials, officers, employees, agents and volunteers named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE**:

(1) **Workers' Compensation**:
Consultant represents and warrants that she does not have any employees and will not have any employees perform services under this Agreement until Consultant obtains statutory coverage as required by the State of California and providing, at minimum, $1,000,000.00 employers' liability coverage.

(2) **Liability**:
Commercial general liability ("CGL") coverage with minimum limits of $2,000,000 per occurrence and $3,000,000 aggregate for bodily injury and property damage, including ongoing and completed operations. ISO occurrence Form CG 0001 or equivalent is required. If limits apply separately to this Agreement (CG 25 03 or 25 04), the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If Consultant or subcontractor maintains higher limits than the limits shown above, Authority shall be entitled to coverage for the higher limits maintained by the Consultant and their subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the Consultant's primary policy.

(3) **Automotive**:
Automobile Liability Insurance for all of the Consultant's automobiles including owned, hired and non-owned automobiles, automobile insurance providing coverage for bodily injury and property damage for a combined single limit no less than $800,000.00 per occurrence.

(4) **Professional Liability**
Professional liability insurance that includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least $1,000,000 per claim and $2,000,000 annual aggregate. Consultant shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the services or termination of this Agreement, whichever occurs last.

Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase Authority's exposure to loss. All defense costs shall be outside the limits of the policy. If Consultant maintains higher limits than the limits shown above, Authority shall be entitled to coverage for the higher limits maintained by Consultant. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Authority.

(5) **Cyber Liability**

Consultant maintain Cyber Liability with a limit of $1,000,000 per occurrence or claim and $1,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this Agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

CLEAN ENERGY ALLIANCE

Staff Report

DATE: September 24, 2026

TO: Clean Energy Alliance Board of Directors

FROM: Andy Stern, Chief Financial Officer

ITEM 7: Consider Adoption of Resolution No. 2026-043 Approving the Form of and Authorizing the Execution of a Memorandum of Understanding and Authorizing Participation in the Special District Risk Management Authority's Health Benefits Program

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RECOMMENDATION:

That the Clean Energy Alliance (CEA) Board of Directors (Board) approve Resolution No. 2026-043 approving the form of and authorizing the execution of a Memorandum of Understanding and authorizing participation in the Special District Risk Management Authority's Health Benefits Program.

BACKGROUND AND DISCUSSION:

At its regular meeting on October 26, 2023, the CEA Board approved a Memorandum of Understanding (MOU) with the Special District Risk Management Authority (SDRMA) to provide a comprehensive set of employee benefit options for CEA's employees.

Through the initial selection process to select a benefits provider, staff learned that the health insurance rates for employees going through a private insurance broker would be different for each employee based on the demographics of the employees due to CEA's small employee group. SDRMA provides benefits to many public agencies in California and, due to its ability to pool enrollment and purchases on behalf of those agencies. As a result, CEA and its employees enjoy the benefit of blended, and likely lower, health insurance rates.

Periodically, SDRMA updates the terms of its MOU and requires that CEA sign the revised MOU to continue service through SDRMA. The revised MOU has no impact on rates or fees, which are set each year as part of SDRMA's market evaluation process. However, the revised MOU does reflect changes in its allowed pool of agency partners and better reflects operating procedures in accordance with new industry norms and standards.

FISCAL IMPACT:

There are no additional fees associated with approval of the revised MOU.

Submitted for Board consideration:

____
Gregory Wade
Chief Executive Officer

ATTACHMENTS

A. Resolution No. 2026-043 approving the form of and authorizing the execution of a Memorandum of Understanding and authorizing participation in the Special District Risk Management Authority's Health Benefits Program
B. Revised Memorandum of Understanding effective August 1, 2026

RESOLUTION NO. 2026-043

A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY ALLIANCE APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S HEALTH BENEFITS PROGRAM

WHEREAS, Clean Energy Alliance, a public agency duly organized and existing under and by virtue of the laws of the State of California (the "ENTITY"), has determined that it is in the best interest and to the advantage of the ENTITY to participate in the Health Benefits Program offered by Special District Risk Management Authority (the "Authority"); and

WHEREAS, the Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.,* for the purpose of providing risk financing, risk management programs and other coverage protection programs; and

WHEREAS, participation in Authority programs requires the ENTITY to execute and enter into a Memorandum of Understanding which states the purpose and participation requirements for the Health Benefits Program; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the ENTITY is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Clean Energy Alliance, as follows:

Section 1. Findings. The ENTITY's Governing Body hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the ENTITY.

Section 2. Memorandum of Understanding. The Memorandum of Understanding, to be executed and entered into by and between the ENTITY and the Authority, in the form presented at this meeting and on file with the ENTITY's Secretary, is hereby approved. The ENTITY's Governing Body and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the ENTITY, to execute and deliver to the Authority the Memorandum of Understanding.

Section 3. Program Participation. The ENTITY's Governing Body approves participating in the Special District Risk Management Authority's Health Benefits Program.

Section 4. Severability. 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.

Section 5. Other Actions. The Authorized Officers of the ENTITY are each hereby authorized and directed to execute and deliver any and all documents which are necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 6. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 24th day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:

____
Katie Melendez, Board Chair

ATTEST:

____
Ana Marie Alarcon, Clerk to the Board

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "Program"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program (the "Committee") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the Program, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. DEFINITIONS. For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

a. "Committee" means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.

b. "Coverage Documents" means, except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the Program and will be provided by SDRMA to each ENTITY. Documents will be made available through the online SDRMA Portal and be accessible to approved users of the ENTITY.

c. "Program Participation Agreement" means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

2. PURPOSE. ENTITY is signatory to this MEMORANDUM for the sole purpose of enrolling in the Program.

3. ENTRY INTO PROGRAM. ENTITY shall apply for participation in the Program by executing and all forms prescribed by SDRMA. SDRMA shall submit the completed forms to the Program's Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's governing documents and in accordance with the Program's eligibility guidelines.

4. MAINTENANCE OF EFFORT. Program provides health benefits to all active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation. ENTITY public officials may participate in the Program only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements

5. PREMIUMS. ENTITY agrees and acknowledges that premiums and rates for the Program are set by the Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle. ENTITY will remit the total monthly amount billed by SDRMA for each category of participants and the census of covered employees, public officials, dependents and retirees. PREMIUMs are based on a full month, and there are no partial months or prorated PREMIUMs. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.

Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMS that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the

MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.

6. BENEFITS. Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the Program and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to Program underwriter for approval.

7. ASSESSMENTS AND DIVIDENDS. The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

   If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

   After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.

8. WITHDRAWAL. ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective. No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. Once ENTITY withdraws from the Program, there is a 3-year waiting period to come back into the Program, and the ENTITY will be subject to underwriting approval.

9. ARBITRATION OF DISPUTES. To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of

Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered into any court having jurisdiction.

10. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.

11. VENUE. Venue for any dispute or enforcement shall be in the City of Sacramento, California.

12. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.

13. COMPLETE AGREEMENT. This MEMORANDUM together with the related Program Documents constitutes the full and complete agreement of the ENTITY.

14. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.

15. AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the right of either party thereafter to enforce each and every such provision. If ENTITY fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate this MEMORANDUM and ENTITY'S Program Participation Agreement effective as of the next annual renewal date.

16. EFFECTIVE DATE. This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.

17. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: ____________________ By:______________________________________

Special District Risk
Management Authority

Dated: ____________________ By:______________________________________

ENTITY Name

Clean Energy Alliance

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CLEAN ENERGY ALLIANCE

Staff Report

DATE: September 24, 2026

TO: Clean Energy Alliance Board of Directors

FROM: Gregory Wade, Chief Executive Officer

ITEM 8: Consider Adoption of Resolution No. 2026-044 Approving Community Advisory Committee Member Appointments for Terms through December 31, 2027

RECOMMENDATION:

That the Clean Energy Alliance (CEA) Board of Directors (Board) adopt Resolution No. 2026-044 appointing members to the Community Advisory Committee for terms through December 31, 2027.

BACKGROUND AND DISCUSSION:

Per the Board adopted Community Advisory Committee (CAC) policy, each member agency of Clean Energy Alliance (CEA) has two appointments to the CAC. Each appointee serves a two-year term, with terms being staggered.

On December 31, 2025, each member agency had one of their two seats reach a term expiration. The vacancies were advertised on CEA's website and through social media. In addition, CEA also contacted each member agency and requested they advertise the vacancy within their respective communities. The application window was initially open for 56 days, October 27, 2025 – December 22, 2025. The recruitment was reopened on January 29, 2026 and left open until filled. The Board Secretary received a total of 3 applications. The number of applications per member agency is reflected below:

Agency	No. of Applications Received
Escondido	1
Vista	3

The application period for these seats will remain open indefinitely to encourage a broader applicant pool and provide the Board with flexibility in considering qualified candidates. This open-ended recruitment process helps maximize outreach opportunities and ensures that potential applicants are not constrained by a limited application window. The applications will be kept on file for one full year.

The Board Member selections were as follows:

Member Agency	Appointee
Escondido	Anthony T. Nguyen
Vista	Ila Summitt

FISCAL IMPACT:

The costs associated with the CAC are included in the adopted FY 2025/26 Budget. There are no new costs with this action.

Submitted for Board consideration:

____

Gregory Wade
Chief Executive Officer

ATTACHMENTS:

A. Resolution No. 2026-044, Approving Community Advisory Committee Member Appointments for Terms through December 31, 2027

CLEAN ENERGY ALLIANCE
RESOLUTION NO. 2026-044

A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY ALLIANCE APPROVING COMMUNITY ADVISORY COMMITTEE APPOINTMENTS FOR TERMS THROUGH DECEMBER 31, 2027

WHEREAS, Clean Energy Alliance (CEA) is a joint powers agency, formed in November 2019, whose members include the cities of Carlsbad, Del Mar, Escondido, Oceanside, San Marcos, Solana Beach and Vista; and

WHEREAS, CEA Community Advisory Committee Policy states that the Community Advisory Committee (CAC) membership shall consist of two (2) appointees from each CEA member agency, serving staggered two (2) year terms; and

WHEREAS, one of the CAC seats for each of the member agencies had a term expiration of December 31, 2025; and

WHEREAS, at CEA's regular September 24, 2026, the Cities of Escondido and Vista nominated one applicant from their respective cities.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Clean Energy Alliance, as follows:

Section 1. The Board of Directors of Clean Energy Alliance approves and appoints the following persons to serve as members on the CAC:

Member Agency	CAC Appointee	Term Expiration
Escondido	Anthony T. Nguyen	December 31, 2027
Vista	IlaSri Bharati Summitt	December 31, 2027

The foregoing Resolution was passed and adopted this 24th day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

____
Katie Melendez, Board Chair

ATTEST:

____
Ana Marie Alarcon, Clerk to the Board

CLEAN ENERGY ALLIANCE

Staff Report

DATE: September 24, 2026

TO: Clean Energy Alliance Board of Directors

FROM: Greg Wade, Chief Executive Officer

ITEM 9: Clean Energy Alliance Chief Executive Officer Operational and Administrative Report

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RECOMMENDATION:

Receive and File the Chief Executive Officer (CEO) Operational and Administrative Report.

BACKGROUND AND DISCUSSION:

This report provides an update to the Clean Energy Alliance (CEA) Board of Directors (Board) regarding operational and administrative activity.

OPERATIONAL UPDATE

Rate Relief Credit Update

On January 29, 2026, the CEA Board approved a temporary Rate Relief Credit designed to achieve rate parity between CEA's Clean Impact power product and SDG&E's bundled customers, mitigating the impacts of the Power Charge Indifference Adjustment (PCIA) rates that went into effect on January 1, 2026.

The following table reflects customer opt-downs to our Clean Impact product since February 1, 2026, when the Rate Relief Credit went into effect. As of September 3, 2026, CEA has a total of 592 customer accounts that have opted down, 19 of which are non-residential accounts.

Member City	Commercial	Residential	Total
Carlsbad	4	102	106
Del Mar		4	4
Escondido	4	110	114
Oceanside	7	158	165
San Marcos	1	93	94
Solana Beach		12	12
Vista	3	94	97
TOTAL	**19**	**573**	**592**

Since its adoption by the CEA Board, the Rate Relief Credit has been adjusted for specific rate classes in response to subsequent rate and PCIA changes made by SDG&E since February 1, 2026. These adjustments have been made so that the intended impact of this CEA credit – to provide CEA's Clean

Impact customers the ability to realize monthly average bills that are the same or better than SDG&E's bundled customers – can be achieved and maintained.

CEA in the Community

To provide opportunities for the customers and communities we serve to meet with CEA staff and have their questions answered, staff continues to attend many in-person community events, organize and hold community workshops and give presentations. CEA has been busy with many of these scheduled outreach efforts. Recent events and presentations that CEA participated in are as follows:

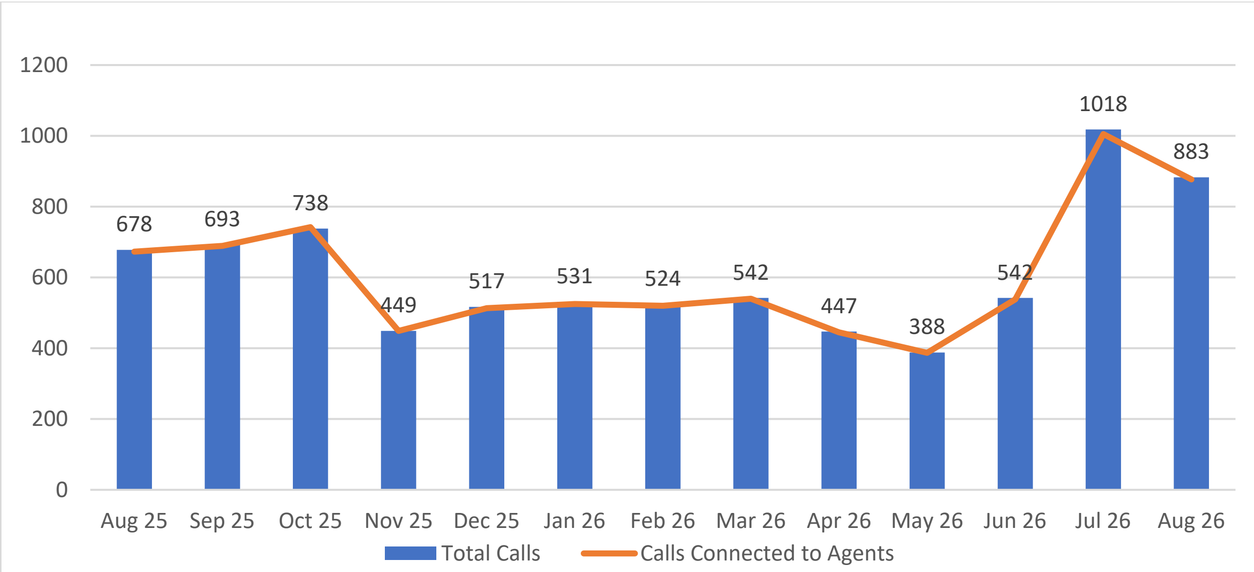
DATE	DESCRIPTION	CITY
July 31, 2026	Chavez Community Center Food Distribution (EBD)	Oceanside
August 1, 2026	California Center for the Arts: Back 2 School	Escondido
August 4, 2026	National Night Out	Oceanside
August 5, 2026	City of Escondido City Council Meeting	Escondido
August 7, 2026	Libby Lake Community Center Food Distribution (EBD)	Oceanside
August 8, 2026	Flapjacks for Backpacks	San Marcos
August 11, 2026	City of Vista Council Presentation with Luminia	Vista
August 19, 2026	Carlsbad Chamber of Commerce Board of Directors	Online
August 20, 2026	California Hispanic Chambers of Commerce's Procurement Matchmaking	Oakland
August 26, 2026	Vista Environmental Commission Presentation	Vista
September 1, 2026	MainStreet Oceanside	Oceanside
September 2, 2026	Mature Adult Center Open House	Solana Beach
September 4, 2026	Cal Cities Padres Game	San Diego
September 10, 2026	Orange Glen High School Back to School Night	Escondido
September 17, 2026	CPUC Voting Meeting	San Marcos
September 19, 2026	NCAAWA Gentlemen's Gourmet	Oceanside
September 22, 2026	VIP Donor Appreciation Evening for Moonlight Amphitheater	Vista

Upcoming events in which CEA will be participating include:

DATE	DESCRIPTION	CITY
September 26, 2026	Cyclovia	Vista
September 30, 2026	CPUC Small & Diverse Business Expo	San Francisco
September 30, 2026	SD Farm Bureau - Farmer of the Year	Escondido
October 1, 2026	CPUC - GO 156 Supplier Diversity En Banc	San Francisco
October 1, 2026	Energy Academy	San Diego
October 2, 2026	US Marine Corps Fall Carnival	Oceanside
October 2, 2026	Oceanside Heroes Banquet	Oceanside
October 3, 2026	CEA/Frontwave Day of Service	Carlsbad
October 7, 2026	Del Mar Climate Symposium	Del Mar
October 7, 2026	Clean Air Day (SDCW)	San Diego
October 8, 2026	Solana Beach School District Board Meeting	Solana Beach
October 11, 2026	San Marcos Harvest Festival	San Marcos
October 17, 2026	NAACP Freedom Fund Gala	Carlsbad
October 25, 2026	APPA Customer Connections Conference	Nashville

Call Center Activity and Participation Statistics

The following chart reflects customer activity through August 31, 2026.



Call volumes to CEA's Call Center decreased 13% from July 2026 to August 2026, after the July 2026 increase in calls. The most common call topics for all customers (commercial and residential) were related to billing inquiries, Net Energy Metering, and opt-out submittals. It is not unusual to see an increase in customer calls during extreme heat or weather events in the summer. This reflects increased interest from customers on how they can save money and understand their energy usage during a time where rates increase as does energy consumption.

The total number of calls received, response times, and call duration through September 1, 2026, were as follows:

Call Center Monthly Summary - August 2026					
Stats by Month	**Aug**	**July**	**June**	**May**	**Total**
Total Calls	883	1018	542	388	38,722
Total Calls Connected to Agents	877	1005	538	387	38,044
Average Seconds to Answer	0:00:17	0:00:22	0:00:06	0:00:04	
Average Call Duration	0:11:19	0:11:13	0:10:04	0:09:40	

The following table reflects enrollments in CEA's power supply products by city. As of September 1, 2026, CEA has a total of 257,315 enrolled customer accounts as follows:

Member City	Eligible Accounts	Clean Impact – 50% Renewable	Clean Impact Plus - 75% Carbon Free	Green Impact – 100% Renewable	Participation Rate
Carlsbad	55,455	269	49,491	656	91%
Del Mar	3,029	12	2,755	73	94%
Escondido	57,412	258	53,434	70	94%
Oceanside	75,015	355	69,408	105	93%
San Marcos	38,226	205	34,978	457	93%
Solana Beach	8,048	28	7,188	170	92%
Vista	39,621	175	36,876	352	94%
TOTAL	**276,806**	**1,302**	**254,130**	**1,883**	**93%**

Solar Plus and Battery Bonus Update

As of August 27, 2026, Solar Plus has 29 active applicants and 21 participants with fully installed systems that have received Permission to Operate (PTO) from San Diego Gas & Electric. Battery Bonus has two active applicants and five participants with fully installed systems that have received PTO. The Solar Plus Connect program currently has 34 active applicants with systems pending installation. The Battery Bonus Connect program has 44 participants with installed systems that have received PTO.

In the following chart, "Active" means a customer's application is in progress, and "Complete" means a customer's system has been installed and has received Permission to Operate (PTO).

The Month-over-Month Change notes whether there has been an increase or decrease since the last report to the Board.

Member City	Solar Plus		Solar Plus Connect		Battery Bonus		Battery Bonus Connect	
Status	**Active**	**Complete**	**Active**	**Complete**	**Active**	**Complete**	**Active**	**Complete**
Carlsbad	3	3	3	0	0	3	3	7
Del Mar	0	0	1	0	0	0	1	0
Escondido	10	5	13	0	0	0	3	9
Oceanside	8	6	6	0	0	0	3	11
San Marcos	3	4	3	0	1	1	2	6
Solana Beach	0	1	1	0	0	0	1	1
Vista	5	2	7	0	1	1	3	10
TOTAL	**29**	**21**	**34**	**0**	**2**	**5**	**16**	**44**
MoM CHANGE	**+11**	**+1**	**0**	**0**	**0**	**0**	**-2**	**+2**

Self-Generation Incentive Program (SGIP) Funding

SGIP funding for Solar Plus Connect and Battery Bonus Connect totals $970,490 and $1,131,996 respectively, in either approved or submitted funding. SGIP funding applied to Connect program customers may fluctuate as applications are reviewed, adjusted and approved. A breakdown of SGIP funding by Member City is provided on the following table.

Member City	Solar Plus Connect	Battery Bonus Connect
Carlsbad	$85,120	$178,200
Del Mar	$26,032	$0
Escondido	$398,748	$237,600
Oceanside	$180,315	$246,599
San Marcos	$89,877	$158,400
Solana Beach	$25,426	$39,600
Vista	$164,972	$271,596
TOTAL	**$970,490**	**$1,131,996**

Peak Smart Savers

As of August 31, 2026, the PeakSmart Savers program has 76 active participants. Since the program's launch up to July 2026, CEA had enrolled an average of approximately four customers per month. However, during the month of August 2026, the CEA Team noticed a jump in enrollments, the highest number of enrollments in a single month to date, primarily due to referrals by Call Center Representatives, helping retain customers who had inquired about opting out of CEA. To date in 2026, 10 PeakSmart Days have been called, all of which were called this summer season. Staff are also in the process of implementing PeakSmart Savers communications in Spanish.

PeakSmart enrollment by member city is as follows:

Member City	PeakSmart Savers Participants
Carlsbad	15
Del Mar	1
Escondido	19
Oceanside	22
San Marcos	3
Solana Beach	0
Vista	16
TOTAL	**76**
MoM Change	**+13**

Solar Plus Business

Luminia and CEA are engaged in preliminary discussions about implementing our Solar Plus Business Program with prospective applicants interested in the program. Notably, Luminia and CEA presented the program to the City of Vista at its August 11, 2026 City Council Meeting.

In August 2026, Luminia launched a LinkedIn advertising campaign promoting Solar Plus Business. The campaign targets relevant LinkedIn users located in CEA's member cities. As of September 1, the campaign has generated 27,272 impressions and 1,103 clicks. The campaign has generated 1,103 website visits to

Luminia's Solar Plus Business website page. Our hope is that this will result in greater awareness of and interest in the program.

California Climate Credit Update

In March 2026, the California Public Utilities Commission (CPUC) issued D.26-03-013 temporarily pausing distribution of the Climate Credit. The Climate Credit is a direct bill credit for residential customers and is funded by California's Cap-and-Investment Program. The Climate Credit is applied to customer bills twice per year and has historically been applied to the April and October bills. The CPUC directed utilities to apply the credit during high usage months, August and September, when customers need bill relief the most. Residential customers have now received the first of two $49.36 electric credits directly on their bill over the past two months.

San Diego Energy & Climate Resilience Leadership Summit

On August 27, 2026, staff attended the San Diego Regional Climate Collaborative's San Diego Energy & Climate Resilience Leadership Summit at the San Diego Made Factory. The event showcased clean transportation projects in the public sector, including microtransit community engagement strategies for battery energy storage projects, strategies for intentional engagement, and tools for building resilience and electrification. The event also provided an opportunity to connect with energy and climate resilience professionals in the San Diego County region.

California Hispanic Chamber of Commerce Convention – Procurement Matchmaking

On August 20, 2026, staff attended the Procurement Matchmaking session at the 47th Annual California Hispanic Chambers of Commerce Statewide Convention in Oakland. The event provided an opportunity to connect with small businesses, women-owned businesses, and minority-owned businesses. The event also provided an opportunity to inform businesses about the procurement opportunities that exist within the California Community Choice Aggregation and energy sector.

Contracts $50,000 - $100,000 entered into by Chief Executive Officer

VENDOR	DESCRIPTION	AMOUNT
GB Endeavors	Strategic & Professional Advisory Consultant	$85,000

<u>FISCAL IMPACT</u>:

There is no fiscal impact with this action.

Submitted for Board consideration:

____
Gregory Wade
Chief Executive Officer

<u>ATTACHMENTS</u>:

None.

CLEAN ENERGY ALLIANCE

Staff Report

DATE: September 24, 2026

TO: Clean Energy Alliance Board of Directors

FROM: Gregory Wade, Chief Executive Officer

ITEM 10: Consideration of Resolution No. 2026-045 Amending and Adopting a Bad Debt, Delinquent Account, and Collections Policy CEA-05

RECOMMENDATION:

That the Clean Energy Alliance (CEA) Board of Directors (Board) consider and adopt Resolution No. 2026-045 amending and adopting a Bad Debt, Delinquent Account, and Collections Policy as clarification and replacement of the CEA Collections Policy CEA-05 and authorizing the Chief Executive Officer to make future updates to such policy consistent with applicable law and the Amended CEA Joint Powers Agreement (JPA) and in a form approved by General Counsel and reported to the Board.

BACKGROUND AND DISCUSSION:

On February 20, 2020, CEA Board adopted a Collections Policy CEA-05 (Policy) that reflected the best practices as established by operating Community Choice Authorities (CCAs) through the state. The Policy established steps CEA would take once operational if a customer account became delinquent, or when SDG&E discontinued pursuing collections and returned the account back to CEA. CEA has reviewed the current Policy and determined the need to make updates to align better with industry practices and adjust various dollar threshold amounts. Updates to the Policy include:

1. Renaming the Policy to Bad Debt, Delinquent Account, and Collections Policy and updating the section titles and overall format to match other current CEA policies.
2. Adding late payment notification to section 1.0 Purpose.
3. Adding a definitions table and including five definitions in the table.
4. Modifying Section 5.0 of the Policy (4.0 on revised Policy) to include all customers subject to this Policy, edit pre-collection noticing for all customers with overdue CEA charges regardless of the amount, added a step for annual cleanup of accounts two years old with no payments, added language for collection agency compliance, and added authority for the Chief Executive Officer of CEA to cancel an account from the collection agency.
5. Modifying Section 5.0 of the Policy (4.0 on revised policy) to increase the dollar threshold for bad debt to be written off from $19.99 or less to $99.99 or less, increase the dollar threshold for referral to a collections agency from $20.00 or more to $100.00 or more, and increase the authorization of the collection agency to pursue legal action threshold from $750 or more to $5,000 or more.

FISCAL IMPACT:

If adjustments to this Policy are approved, CEA would conduct a cleanup of the collection agency accounts as of June 30, 2026, to align with the new dollar thresholds. The initial clean up would write off 10,739 accounts (55% of total accounts currently with the collection agency as of June 30, 2026) comprising a $1,229,627 balance (19% of total balance with collection agency as of June 30, 2026 and an average of $114 per account). These amounts will be less in the future after the initial clean up.

Submitted for Board consideration:

____

Gregory Wade
Chief Executive Officer

ATTACHMENTS:

A. Resolution No. 2026-045, Amending the Clean Energy Alliance Collections Policy No. CEA-05
B. Bad Debt, Delinquent Account, and Collections Policy

CLEAN ENERGY ALLIANCE
RESOLUTION NO. 2026-045

A RESOLUTION OF THE CLEAN ENERGY ALLIANCE BOARD OF DIRECTORS AMENDING THE CLEAN ENERGY ALLIANCE COLLECTIONS POLICY NO. CEA-05

WHEREAS, as stated in the Amended Clean Energy Alliance Joint Powers Agreement (JPA), the members of Clean Energy Alliance (CEA) sought to accomplish a variety of goals in establishing CEA; and

WHEREAS, at various times, CEA's Board of Directors (Board) has adopted policies in furtherance of such goals, including CEA-05 entitled "Clean Energy Alliance Collections Policy"; and

WHEREAS, the Board desires to amend and update CEA-05 to align with industry best practices.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Clean Energy Alliance, as follows:

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

Section 2. The Board hereby rescinds CEA-05 and replaces it in full with CEA-05 entitled "Bad Debt, Delinquent Account, and Collections Policy" in the form presented to the Board on September 24, 2026.

Section 3. The Board hereby authorizes the Chief Executive Officer (CEO) to make future updates to such policy as may be advisable from time to time in consultation with General Counsel that are consistent with applicable law and the Amended Clean Energy Alliance Joint Powers Agreement (JPA), as they may be amended from time to time. The form of any such update must be approved by General Counsel and reported to the Board at its next regularly scheduled meeting.

The foregoing Resolution was passed and adopted on this 24th day of September 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

____
Katie Melendez, Board Chair

ATTEST:

____
Ana Marie Alarcon, Clerk to the Board

Bad Debt, Delinquent Account, and Collections Policy

1.0 PURPOSE

To establish a delinquent accounts, late payment notification, collections and write off policy for the Clean Energy Alliance and its Contractors

2.0 APPLICABILITY

This Policy applies to the Clean Energy Alliance, Back Office Service provider, and Collections Agency

3.0 DEFINITIONS

Term	Definition
CEA	The Clean Energy Alliance, and any departments, board, committees, and commissions thereof.
Overdue	The balance remains unpaid for more than 30 days after the original due date.
Unclaimed Funds	Stale checks that remain unclaimed for 3 years or more.

4.0 POLICY

1) All customers must pay all outstanding CEA charges for the period they received service from CEA.
2) CEA shall send a pre-collection notification informing the customer of overdue CEA charges. A letter from CEA will be sent after 60 days past due, and a second letter at 90 days past due, informing them of their outstanding balance and methods available to pay the overdue CEA charges.
3) Any overdue CEA charges totaling $99.99 or less which have not been paid by the customer and are no longer being collected by SDG&E may be considered bad debt and written off.
4) Any overdue CEA charges totaling $100.00 or more which have not been paid by the customer and are no longer being collected by SDG&E may be referred to a collections agency for settlement.
5) At the beginning of each fiscal year, CEA shall do an annual clean up writing off any overdue balances which had been referred to a collections agency for settlement 730 days (two years) prior with no payment made in those 730 days.
6) Interest will not be charged on any customer account.
7) If a customer has not paid within 180 days following the initiation of the collections process, the collections agency may file credit reporting information on the customer with all applicable agencies.

8) The collections agency may be authorized to pursue legal action on any customer with an outstanding balance of $5,000 or more.
9) If a consumer files bankruptcy, the collection agency will stop collecting no matter the size of the balance and it will be written off.
10) The collection agency shall comply with all laws or regulations related to consumer protection, credit reporting, debt collections, customer confidentiality, or other applicable laws and regulations.
11) After a customer has paid all overdue amounts, all collections activity will terminate for that customer.
12) The Chief Executive Officer of CEA or their designee, at their discretion, may cancel an account from the collection agency for unforeseeable events, billing errors, or customer hardship.

Approved:

_________________________________ _______________________

Gregory Wade Date
Chief Executive Officer

CLEAN ENERGY ALLIANCE

Staff Report

DATE: September 24, 2026

TO: Clean Energy Alliance Board of Directors

FROM: Gregory Wade, Chief Executive Officer

ITEM 11: Consider Adoption of Resolution No. 2026-046 Amending and Adopting a Check Handling and Unclaimed Funds Policy CEA-019

RECOMMENDATION:

That the Clean Energy Alliance (CEA) Board of Directors (Board) consider and adopt Resolution No. 2026-046 amending and adopting a Check Handling and Unclaimed Funds Policy as clarification and replacement of the Check Handling Policy CEA-019 and authorizing the Chief Executive Officer to make future updates to such policy consistent with applicable law and the Amended Clean Energy Alliance Joint Powers Agreement (JPA) and in a form approved by General Counsel and reported to the Board.

BACKGROUND AND DISCUSSION:

On August 25, 2022, the CEA Board adopted a Check Handling Policy CEA-019 (Policy) to establish a procedure for handling returned or stale checks. CEA issues checks for payment of invoices and other liabilities such as Net Energy Metering (NEM) Net Surplus Compensation payments. If not cashed by the payee, these checks can either return as undeliverable or remain uncashed and become stale after 90 days. CEA has reviewed the current Policy and determined the need to make updates to align better with other CCA practices and add an additional section to the Policy to address checks that become stale and remain unclaimed. Updates to the Policy include:

1. Renaming the Policy to Check Handling and Unclaimed Funds Policy.
2. Adding unclaimed funds in Section 3.0 Definitions of the Policy.
3. Modifying Section 4.0 Handling of Returned Checks to simplify the process and reorder the steps to align with internal procedures.
4. Modifying Section 5.0 Handling of Stale Checks to remove automatically re-issuing the check.
5. Added Section 6.0 Handling of Unclaimed Funds and made Sections 4.0 and 5.0 subject to the process outlined in the new section.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

Submitted for Board consideration:

____
Gregory Wade
Chief Executive Officer

ATTACHMENTS:

A. Resolution No. 2026-046, Amending the Clean Energy Alliance Check Handling Policy No. CEA-019
B. Check Handling and Unclaimed Funds Policy

CLEAN ENERGY ALLIANCE
RESOLUTION NO. 2026-046

A RESOLUTION OF CLEAN ENERGY ALLIANCE BOARD OF DIRECTORS AMENDING THE CLEAN ENERGY ALLIANCE CHECK HANDLING POLICY NO. CEA-019

WHEREAS, as stated in the Amended Clean Energy Alliance Joint Powers Agreement (JPA), the members of Clean Energy Alliance (CEA) sought to accomplish a variety of goals in establishing CEA; and

WHEREAS, at various times, CEA's Board of Directors (Board) has adopted policies in furtherance of such goals, including CEA-019 entitled "Check Handling Policy"; and

WHEREAS, the Board desires to amend and update CEA-019 to align with industry best practices.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Clean Energy Alliance, as follows:

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

Section 2. The Board hereby rescinds CEA-019 and replaces it in full with CEA-019 entitled "Check Handling and Unclaimed Funds Policy" in the form presented to the Board on September 24, 2026.

Section 3. The Board hereby authorizes the Chief Executive Officer (CEO) to make future updates to such policy as may be advisable from time to time in consultation with General Counsel that are consistent with applicable law and the Amended Clean Energy Alliance Joint Powers Agreement (JPA), as they may be amended from time to time. The form of any such update must be approved by General Counsel and reported to the Board at its next regularly scheduled meeting.

The foregoing Resolution was passed and adopted on this 24th day of September 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

____
Katie Melendez, Board Chair

ATTEST:

____
Ana Marie Alarcon, Clerk to the Board

CLEAN ENERGY ALLIANCE

Check Handling and Unclaimed Funds Policy

1.0 PURPOSE

The purpose of this Check Handling and Unclaimed Funds Policy (“Policy”) is to establish standard operating procedures and guidelines for handling returned and stale dated checks. Pursuant to CA Government Code 50050-50057, funds that are not the property of CEA that remain unclaimed for three years will become property of CEA after public notice is made and if not claimed or if no verified complaint is filed and served. At any time after the expiration of the three-year period, the Treasurer of CEA may cause a notice to be published once a week for two successive weeks in a newspaper of general circulation published in the local agency.

2.0 APPLICABILITY

This Policy applies to all checks issued by Clean Energy Alliance (CEA).

3.0 DEFINITIONS

Term	Definition
Returned Check	A check is “Returned” when the post office is not able to deliver to the intended payee.
Stale Check	A check becomes Stale when it is uncashed after 90 days.
Unclaimed Funds	Stale checks that remain unclaimed for 3 years or more.

4.0 HANDLING OF RETURNED CHECKS

1) Once a month, CEA will compile a list of all checks that were returned by the post office as undeliverable and attempt to identify the reason it was returned.
2) If no mailing address correction is identified, the check is to be voided and funds moved to an unclaimed funds account.
3) If mailing address corrections are identified, the original check is to be voided and a new check issued.
4) If the check returns a second time, the check is to be voided and funds moved to an unclaimed funds account.
5) If the payee contacts CEA requesting reissue, the payee must provide a copy of a current photo identification proving that they are the payee and the updated mailing address.
6) The check will be reissued from the unclaimed funds account.
7) Returned checks that remain unclaimed for three years will be subject to the unclaimed funds process outlined in section 6.0 in this policy.

5.0 HANDLING OF STALE CHECKS

1) If a check remains uncashed after 90 days it will be considered stale. Upon becoming stale, the check will be voided and funds moved to an unclaimed funds account.
2) If the payee contacts CEA requesting the check be reissued, the payee must provide a copy of a current photo identification proving that they are the payee and confirm the proper mailing address.
3) The check will be reissued from the unclaimed funds account.
4) Stale checks that remain unclaimed for three years will be subject to the unclaimed funds process outlined in section 6.0 in this policy.

6.0 HANDLING OF UNCLAIMED FUNDS

1) Every year, CEA will compile a master list of checks that are 3+ years old and stale. The list will include:
    a. Check Number
    b. Check Date
    c. Check Amount
    d. Payee
    e. Payee Address
    f. Fund name in which it is held
    g. Notes (NEM payment etc.)
2) Upon completion of the master list of stale checks, CEA drafts and initiates public notice with a local newspaper to be publicized for two consecutive weeks. The public notice should include:
    a. Date which the funds will become property of CEA if not claimed, which must be no less than 90 days from the date of the first public notice.
    b. Instructions for claiming funds
    c. Contact information for questions
    d. A list of all unclaimed funds including deposit type (Ex Net Energy Metering), depositing party in alphabetic order, date of the check, amount of the check
3) CEA is to obtain and file a copy of the proof of public notice from the newspaper posting.
4) Customers wishing to claim funds must do so by emailing a request to askcea@thecleanenergyalliance.org.
    a. When a claim request is received, CEA will send the customer a Request for Unclaimed Funds Form to fill out and return with proof of identification. For residential customers, a copy of a current photo identification and proof of previous address of residence if you have moved in the past three years will be requested. For commercial customers a copy of current W-9, Letter of Authorization on Company letterhead with the names of individuals with signing

authority to claim on behalf of the business, and proof of previous address if you have moved in the past three years will be requested.

b. CEA will file a copy of the request and proof of identification upon receipt.

5) Once the deadline for customers to respond is reached, CEA will process re-issuances. The deadline will be no less than 90 days from the first public notice.
6) Once the check is re-issued, the customer should be marked “claimed” on the master list and removed from the final list for the staff report.
7) Once the noticing is complete and the date which the funds will become property of CEA if not claimed has passed, CEA will produce a final list of unclaimed funds to attach to the staff report. The staff report will go to the Community Advisory Committee (CAC) and Board of Directors for approval of transfer from the unclaimed funds liability account to revenue.

Approved:

________________________________ _______________________

Greg Wade Date

Chief Executive Officer

CLEAN ENERGY ALLIANCE

Staff Report

DATE: September 24, 2026

TO: Clean Energy Alliance Board of Directors

FROM: Greg Wade, Chief Executive Officer

ITEM 12: Receive Regulatory Update from Keyes & Fox

RECOMMENDATION:

Receive the Regulatory Update from Keyes & Fox.

BACKGROUND AND DISCUSSION:

Clean Energy Alliance (CEA) contracts with Keyes & Fox for regulatory advocacy activities. Each month, Keyes & Fox provides an update to the CEA Board on key items of interest. This month's update will provide an overview of the proposed decision regarding SDG&E's Energy Efficiency Rolling Portfolio Business Plan and an update on the Energy Resource Recovery Account (ERRA) Forecast proceeding.

FISCAL IMPACT:

There is no fiscal impact from this action.

Submitted for Board consideration:

____
Gregory Wade
Chief Executive Officer

ATTACHMENTS:

A. Keyes & Fox September Regulatory Memo

KEYES&FOX LLP

Attachment A

EQ Research

Clean Energy Alliance

Regulatory Monitoring Report

To:	Clean Energy Alliance (CEA) Board of Directors
From:	Tim Lindl, Partner, Keyes & Fox LLP Jacob Schlesinger, Partner, Keyes & Fox LLP Jason Hoyle, Director of Research, EQ Research LLC
Subject:	Monthly Regulatory Memo
Date:	September 16, 2026

Keyes & Fox LLP and EQ Research LLC are pleased to provide CEA's Board of Directors with this informational memo describing recent developments in key California regulatory and compliance-related updates from the California Public Utilities Commission (CPUC). Additional information is available in CEA's Digest of Regulatory Updates.

NEW Rate Case Plan (R.26-09-003)

- On September 11, the CPUC issued an Order Instituting Rulemaking (OIR) establishing a new proceeding to update minimum requirements in the Rate Case Plan for the energy utilities filing General Rate Cases (GRC), and to implement the requirements specified by AB 2666, AB 2847, and SB 254. The OIR's preliminary scope includes guidelines for reporting and tracking of actual versus forecasted rates of return, requirements for cost estimates of capital expenditures, and aligning wildfire mitigation plans with the GRC process. Comments are due October 26 and reply comments are due November 10.

RPS (R.24-01-017)

- On August 24, CEA filed its compliance report for Compliance Period 4 (CP4) covering the years 2021-2024 showing it exceeded its required renewables procurement.

PCIA/ERRA Reform (R.25-02-005)

- On August 13, the CPUC issued a Proposed Decision resolving Track 2 issues and setting the value of pre-2019 banked RECs at zero dollars. Oral arguments were held on August 31. A zero-dollar valuation for pre-2019 banked RECs means that CCA customers who departed IOU generation service after 2019 paid for the RECs at the time they were created and will receive no compensation from the remaining IOU bundled customers who will now use them to reduce RPS compliance costs. The Proposed Decision on pre-2019 banked REC valuation may be heard as soon as the September 17 Commission meeting.

- A Track 3 Scoping Memo and Ruling was issued on August 18 establishing Track 3A and Track 3B. Track 3 will address broader reforms to the PCIA mechanism, market-price benchmarks, and policy guidance for ratemaking proceedings, with Track 3A focused on refining the existing PCIA structures and Track 3B focused on changes to the structural PCIA framework. A staff report or proposal in Track 3A is expected in October, followed by party proposals in late 2026/early 2027, and a Q1 2027 workshop.

IRP (R.25-06-019 / R.20-05-003)

- On August 10, CEA, SDG&E, and other Load Serving Entities filed their 2026 IRP. An August 17 Ruling requested comments on each of the IOUs' Bundled Procurement Plans (BPP) and includes questions for party response on topics such as RPS product transactions, Resource Adequacy transactions, and greenhouse gas transactions which cover IOU buying and selling of these and other products, sales of excess products like RA, and other market engagement. Opening comments on the BPPs are due November 13 and reply comments are due December 18.

- Opening comments on a June 23 ALJ Ruling's proposed Option 3 for the Reliable and Clean Power Procurement Program were filed on August 14 and reply comments were filed on September 2. CalCCA's comments recommended against the adoption of Option 3 because of the Option's potential for market interference and increased costs. CalCCA instead recommended adoption of Option 1 based on planning flexibility, accounting for load uncertainty and improved coordination across multiple compliance proceedings.

SDG&E 2024-2031 EE Rolling Portfolio Business Plan (A.25-04-014)

- On September 2, the CPUC issued a Proposed Decision (PD) rejecting SDG&E's application to modify its energy efficiency business plan and withdraw from administering regional energy efficiency programs in its service area, and it also requires SDG&E to continue performing administrative duties to deliver its energy efficiency program portfolio, including its codes and standards programs. The PD also rejects the Settlement Agreement between SDG&E and Cal Advocates. The PD will be heard, at the earliest, at the Commission's October 8 Business Meeting. Comments on the PD are due by September 22 and reply comments are due by September 28.

Energy Efficiency Portfolio (A.26-03-009)

- A Scoping Memo and Ruling issued on July 24 defines a list of topic areas to be addressed in the proceeding, including budgets, goals and accountability, program proposals, portfolio mechanics, third-party procurement, defining Equity and Hard to Reach customers, integrated demand-side management, building decarbonization, and workforce issues. Opening testimony is due October 30 and a proposed decision is expected in Q2 2027.

Resource Adequacy (R.25-10-003)

- In mid-August, SCE and Energy Division filed draft 2028 Loss of Load Expectation Study Reports. Although these results are not final, informal comments submitted by parties highlighted the differences between SCE's results of a 16.4% planning reserve margin (PRM) and Energy Division's 21.9% PRM in September, where all LOLE is concentrated, and higher installed capacity PRMs in other months. On August 25, the CPUC issued an Amended Scoping Memo and Ruling for Track 2, which is expected to conclude in mid-2027. Final PRM proposals are due October 13.

Climate Credit (R.25-07-013)

- On July 29, SDG&E filed its amended report on its Climate Credit outreach efforts. Party proposals were filed on September 14, and the Joint Comments of CalCCA and SCE recommended the Commission maintain the status quo, or alternatively, make minimal changes such as providing CARE/FERA customers a Climate Credit of up to two times the non-CARE/non-FERA credit amount. A proposed decision is expected as early as Q1 2027.

SDG&E Smart Meter 2.0 (A.25-12-012)

- On August 18, the CPUC issued a Scoping Memo and Ruling setting the issues and schedule regarding SDG&E's Smart Meter 2.0 proposal. Intervenor testimony is due September 25. On September 4, Mission:Data filed a Motion to Compel exclusively requesting the identity of SDG&E's Smart Meter vendor and the selected product, which SDG&E opposed in its September 10 Response.

SoCalGas and SDG&E 2026 Phase 1 GRC (A.26-06-014)

- On August 24, the CPUC issued a Scoping Memo and Ruling establishing the issues and schedule for the consolidated 2026 GRC filed by SoCalGas and SDG&E (collectively Sempra).

SOMAH (R.25-01-005)

- On September 4, the CPUC issued a Proposed Decision (PD) modifying the Disadvantaged Communities — Single-Family Solar Homes (DAC-SASH) program to adopt new budget reporting, administrative spending, and program guidelines and requirements. Specifically, the PD authorizes the IOUs to use available accrued interest funds in their DAC-SASH program balancing accounts to recover future marketing, education, and outreach (ME&O) and administrative expenses, and to request recovery of these expenses without a rate of return through annual ERRA applications. The PD may be heard, at the earliest, at the Commission's October 8 Business Meeting. Comments are due by September 28 and reply comments are due by October 5.

Staff Report

DATE: September 24, 2026

TO: Clean Energy Alliance Board of Directors

FROM: Greg Wade, Chief Executive Officer

ITEM 13: Consider Adoption of Resolution No. 2026-047 Approving an Interconnection Package for Encina Biogas-to-Energy Project and Authorizing Submittal of the Interconnection Applications to SDG&E and CAISO

RECOMMENDATION:

That the Clean Energy Alliance (CEA) Board of Directors (Board) adopt Resolution No. 2026-047 approving the Interconnection Package of Agreements related to the Encina Biogas-to-Energy Project, approving an exception to competitive solicitation requirements under Section 4 of Policy CEA-07, awarding the Agreements to GDS Associates, Inc. and Bright Hill Energy, and approving and ratifying the CEO's respective signatures for these Agreements. Furthermore, that the Board authorize the Chief Executive Officer (CEO) to work with the Encina Wastewater Authority to submit the related interconnection applications to San Diego Gas & Electric (SDG&E) and the California Independent System Operator (CAISO).

BACKGROUND AND DISCUSSION:

Long-term agreements for new-build renewable energy projects are critical to meeting CEA's environmental, financial, and regulatory compliance goals and requirements, and will serve as a core component of CEA's power supply portfolio. Where viable, CEA endeavors to procure power resources from facilities that are local to San Diego County and within CEA's Member Agency cities. Additionally, for dispatchable capacity such as a biogas-to-energy project, these local facilities can have the potential to contribute to CEA's Local Resource Adequacy (RA) procurement obligations. As such, CEA and the Encina Wastewater Authority (Encina) entered into a Memorandum of Understanding (MOU) following respective Board approvals of the entities in April and May to split costs up to $50,000 and jointly explore a potential 4MW biogas-to-energy project at Encina.

Initial work over the past three months performed by CEA, Encina, and CEA's interconnection consultant GDS Associates, Inc. (GDS) indicates that the most viable pathway for the project to contribute Local RA value for CEA is for the project to submit an interconnection application to CAISO under the State's interconnection queue structure. Since the project is smaller than other CAISO queue projects and will be connected first to the distribution network rather than directly to the transmission network that CAISO manages, this application package also requires CEA to separately submit for interconnection to SDG&E's Wholesale Distribution Access Tariff (WDAT). The next application window for WDAT was recently moved forward to September 11 – 25, 2026, and CAISO's next queue cluster application window for Cluster 16 is October 1 – 15, 2026.

Missing these windows could result in a 1- to 2-year delay in advancing this joint development effort, as both SDG&E and CAISO perform their interconnection studies in lengthy batches or clusters. As such, CEA staff and Encina have expedited work with consulting support from existing consultants GDS and Bright Hill Energy to prepare the application packages. CEA is requesting ratification of a second Professional Services Agreement (PSA) with GDS which allowed for completion of engineering services to prepare technical aspects of the application (CEA does not possess those capabilities in-house), as well as ratification of an amendment to CEA's agreement with Bright Hill Energy. Furthermore, CEA Staff are requesting approval to submit the respective application packages to SDG&E and CAISO, in coordination with Encina, following Board approval today.

If this interconnection application is unsuccessful, the initial design work will still be applicable for other routes that CEA and Encina can pursue to bring the project online. Additionally, some components of the application deposits can be partially or fully refundable, depending on how far a project advances into the interconnection study process. However, CEA is requesting full approval for the costs of this application package today, assuming no such refunds end up being applicable. A summary of all cost components is included in the table below, totaling $157,520. Future phases of the interconnection process may have additional costs, but this is CEA's best estimate at this time for the costs needed to get through the initial interconnection application phase:

- Consulting Services – 10% Engineering Design Package (GDS Associates[1]) – $57,000
- Consulting Services – Application Drafting & Coordination (Bright Hill Energy[2]) – $10,000
- SDG&E WDAT Application – $44,000
- CAISO Application Commercial Interest Deposit – $78,000
- **Total New: $189,000**
- Cost to Date (GDS) – $18,520
- **Total to Date: $207,520**

Staff recommends approving an exception to competitive solicitation requirements under Section 4 of Policy CEA-07, awarding the Agreements to GDS Associates, Inc. and Bright Hill Energy, and approving and ratifying the CEO's respective signatures for these Agreements. Furthermore, staff recommends the Board

[1] GDS Associates, Inc. was procured under an initial $99,000 not-to-exceed cost following receipt and review of three informal bids from experienced transmission and interconnection consulting firms, in line with CEA's Non-Energy Procurement Policy. This new $57,000 would be in addition to the original $99,000. Given the very expedited timeline to submit this application, for both this and the subsequent consulting services scope CEA staff did not have time to conduct a new competitive solicitation and instead opted to continue working with existing consultants, pending Board ratification of the respecting Agreement (GDS) and Amendment (Bright Hill).

[2] Bright Hill Energy was procured under an initial Agreement with a $9,999 not-to-exceed cost to support CEA analyses of local distributed project procurement options and delivery methods for those projects. This additional $10,000 amendment would bring the agreement above the $10,000 threshold which requires CEA to receive three offers under the organization's Non-Energy Procurement Policy.

adopt Resolution No. 2026-047 ratifying the two PSAs in the package and approving submission of interconnection applications to SDG&E and CAISO.

FISCAL IMPACT:

To date, CEA's Board approved $50,000, split 50%/50% between CEA and Encina, excluding staff time. To complete and submit the interconnection application, CEA anticipates an additional approximately $189,000 as outlined in this Staff Report. In addition to the already-approved 50% of the initial $50,000 authorized expenditure under the MOU, CEA would be initially providing the funding for the remaining $157,520 with the amount anticipated to be split 50%/50% with Encina at a future date. This results in a total fiscal impact in FY26/27 of $182,520, including the $25,000 already approved by CEA's Board.

Submitted for Board consideration:

____
Gregory Wade
Chief Executive Officer

ATTACHMENTS:

A. Resolution No. 2026-047, Approving the Encina Interconnection Package
B. Professional Services Agreement with GDS Associates, Inc.
C. Amendment #1 to the Professional Services Agreement with Bright Hill Energy

CLEAN ENERGY ALLIANCE
RESOLUTION NO. 2026-047

A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY ALLIANCE RATIFYING AND APPROVING THE PROFESSIONAL SERVICES AGREEMENT AND AMENDMENT WITH GDS ASSOCIATES, INC AND BRIGHT HILL ENERGY RESPECTIVELY AND APPROVING THE INTERCONNECTION PACKAGE FOR THE ENCINA BIOGAS TO ENERGY PROJECT

WHEREAS, Clean Energy Alliance (CEA) is a joint powers authority established on November 4, 2019, and organized under the Joint Exercise of Powers Act (Government Code Section 6500 *et seq*.); and

WHEREAS, CEA endeavors to procure power resources from facilities that are local to San Diego County and within CEA's Member Agencies; and

WHEREAS, CEA and Encina Wastewater Authority (Encina) approved a Memorandum of Understanding to collaboratively begin preliminary feasibility analysis of the opportunity in April and May 2026, respectively; and

WHEREAS, work performed under that MOU indicated that submitting the project into San Diego Gas & Electric's (SDG&E's) Wholesale Distribution Access Tariff (WDAT) and the California Independent System Operator's (CAISO's) Queue Cluster 16 interconnection processes this September and October respectively offer the project a potential path to offer the best value to CEA and Encina, including grid reliability via Local Resource Adequacy; and

WHEREAS, CEA and Encina agreed to expedite development and submission of the application packages to SDG&E and CAISO, with an expected additional cost of $189,000 including consulting services as presented in the documents attached to this Board item (the Interconnection Package) and interconnection-related fees and deposits; and

WHEREAS, given the historical knowledge and context value provided by consultants GDS Associates, Inc. and Bright Hill Energy and the expedited timeline to complete the interconnection packages, CEA staff did not issue solicitations for these services given the short-term and immediate need and for all practical purposes, is justifiable and in the best interest of CEA.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of Clean Energy Alliance hereby finds, determines, and resolves as follows:

Section 1. The foregoing recitals are true and correct and incorporated fully herein.

<u>Section 2</u>. The Board of Directors of Clean Energy Alliance hereby approves exceptions to competitive solicitation requirements under Section 4 of Policy CEA-07 for both GDS Associates, Inc. and Bright Hill Energy.

<u>Section 3</u>. The Interconnection Package is hereby approved.

<u>Section 4</u>. The Board of Directors of Clean Energy Alliance hereby ratifies and approves the CEO's signature of the Agreements as presented to the Board on September 24, 2026.

<u>Section 5</u>. The Chief Executive Officer is hereby authorized to submit the interconnection applications to SDG&E and CAISO, and submit all respective fees and deposits as presented to the Board on September 24, 2026, and take such other and further actions as may be necessary and proper to accomplish the purposes of this resolution.

The foregoing Resolution was passed and adopted this 24th day of September 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

____
Katie Melendez, Board Chair

ATTEST:

____
Ana Marie Alarcon, Clerk to the Board

AGREEMENT BETWEEN THE CLEAN ENERGY ALLIANCE AND GDS ASSOCIATES, INC. FOR CONSULTING SERVICES RELATED TO THE ENCINA ENERGY PROJECT

THIS AGREEMENT, is entered into this 3 of September, 2026, by and between CLEAN ENERGY ALLIANCE, an independent joint powers authority ("Authority"), and GDS Associates, Inc., a Georgia company ("Consultant") (collectively referred to as the "Parties" or individually as a "Party"), with respect to the following essential facts:

RECITALS:

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Sections 6500 *et seq.*) ("Act") with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein and is duly authorized and registered to do business in the State of California.

C. Authority and Consultant desire to enter into this Agreement for Engineering Design, Transmission, Interconnection, and Regulatory Advisement Professional Services for the Encina Wastewater Authority Biogas-to-Energy project ("Project").

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on September 3, 2026 and shall terminate on October 30, 2026, unless terminated earlier pursuant to Section 19 hereof or extended upon the written mutual agreement of the Parties.

2. **SERVICES TO BE PERFORMED**

Consultant shall perform each and every service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein fully by this reference.

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed $57,000 dollars based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

Consultant agrees to perform all services required by this Agreement in a manner commensurate with or exceeding the prevailing standards for an engineering design, transmission, interconnection, and regulatory advisement consultant in California and agrees that all services shall be performed by qualified and experienced personnel in conformity with the applicable requirements of federal, state and local laws in effect at the time that the services are being performed.

6. **INDEPENDENT PARTIES**

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant as an independent contractor and in pursuit of Consultant's independent calling, except to the extent that they are limited by statute, rule or regulation or the express terms of this Agreement. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of the services required by this Agreement, Authority only being concerned with the finished results of the work being performed. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, employer-paid payroll taxes, Social Security, retirement benefits, health benefits, unemployment insurance, workers' compensation plans, vacation and sick leave, nor any other benefits are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. It is the intent of the Parties that neither Consultant nor its officers, employees or agents are to be considered employees of Authority, whether "common law" or otherwise, and Consultant shall indemnify, defend and hold Authority harmless from any such obligations related to its officers, employees and agents.

7. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Sections 6500 *et seq*.) pursuant to a Joint Powers Agreement dated November 4, 2019, as amended from time to time, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee or contractor, or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital or veteran status, medical condition, pregnancy, sex, age, sexual orientation, genetic information, gender expression, or any other protected class. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**

A. General Indemnification. Consultant shall, to the fullest extent allowed by law indemnify, defend, and hold harmless the Authority, its members, and their respective officers, officials, agents, employees and volunteers (collectively "Indemnitees") from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, demands, damages, judgments, liens, levies, costs, expenses and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to a breach of this Agreement or the negligence (whether active or passive) or willful misconduct of Consultant or Consultant's employees, officers, officials, agents or independent contractors in the performance of or failure to perform this Agreement, except where caused by the sole or active negligence or willful misconduct of any of the Indemnitees. Such costs and expenses shall include reasonable attorneys' fees of counsel of Authority's choice, expert fees and all other costs and fees of litigation.

B. Employee Benefits Eligibility Indemnification. In the event that Consultant's employee, subcontractor, independent contractor or other person providing services under this Agreement on Consultant's behalf (collectively, "Consultant's Personnel") claims or is determined by a court of competent jurisdiction or administrative agency to be eligible for enrollment in or entitled to any benefits of the Authority or its constituent members, Consultant shall indemnify, defend, and hold harmless Authority or its constituent members for the payment of any employer and employee contributions for such benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of the Authority or its constituent members. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant's Personnel providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including, but not limited to, eligibility to enroll in any benefit program as an employee of Authority or its constituent members and entitlement to any contributions to be paid by Authority or its constituent members for employer contributions and/or employee contributions for any employee benefits.

C. Indemnification for Employee Payments. Consultant agrees to defend and indemnify the Authority and its constituent members for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to any retirement system, social security, salary or wages, overtime payment, or workers' compensation payment which the Authority or its constituent members may be required to make for work done under this Agreement.

D. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section 9 shall not be limited by any provision of insurance coverage that the Consultant may have in effect or be required to obtain and maintain during the term of this Agreement. The provisions of this Section

9 are continuing obligations and survive the completion of the services or termination of this Agreement.

10. **INSURANCE**:

A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by certified mail, Attention: General Counsel. Ten (10) days advance written notice for cancellation due to non-payment of premium shall be provided by the insurer to the Authority in the same manner." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates. All endorsements shall be on forms approved by Authority. Consultant shall provide certified copies of required insurance policies, which shall include the declaration pages, a schedule of forms listing all policy endorsements, and all policy forms, upon Authority's request.

B. Subrogation Waiver. Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation that any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. Primary and Non-contributory. The commercial general liability, including any excess or umbrella policies being used to meet the required limits of insurance, and automobile liability policies shall contain, or be endorsed to contain, a provision that such policies are primary and non-contributory to any insurance that may be carried by the Authority or its members, as reflected in an endorsement at least as broad as CG 20 01 04 13, which shall be submitted to the Authority. Any insurance or self-insurance maintained by the Authority, its members or their respective officers, officials, employees, or representatives shall be excess of the Consultant's insurance and shall not contribute with it.

D. Failure to secure or maintain insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

E. Additional Insured. Authority, its members, and their respective, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

F. Self-Insured Retentions. Any self-insured retentions are the responsibility of the Consultant and must be declared to and approved by Authority. At the option of Authority, either (1) the insurer shall reduce or eliminate such self-insured retentions as respects the Authority, its members and their respective officers, officials, employees and volunteers, or (2) the Consultant shall provide a financial guarantee satisfactory to Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

H. Maximum Coverage and Limits. 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 shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

I. Special Risks or Circumstances. Authority reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

11. **CONFLICT OF INTEREST**

Consultant represents and warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it will be required to fill out a conflict of interest form under Authority’s Conflict of Interest Code.

12. **PROHIBITION AGAINST TRANSFERS**

Consultant shall not assign, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or managing member or joint venturer or syndicate member or cotenant, if Consultant is a partnership or limited liability company or joint venture or syndicate or cotenancy, which shall result in changing the control of

Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation or partnership or limited liability company or other entity.

13. **SUBCONTRACTOR APPROVAL**

A. Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

B. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

C. If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the Authority for the acts and omissions of Consultant's subcontractors and for the persons either directly or indirectly employed by the subcontractors, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractors of Consultant and the Authority or its members. In any dispute between the Consultant and its subcontractor, neither the Authority nor any of its members shall be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend, hold harmless and indemnify the Indemnitees as described in Section 9 of this Agreement, should any of the Indemnitees be made a party to any judicial or administrative proceeding to resolve any such dispute.

D. Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **REPORTS**

A. Each and every report, draft, work product, map, drawing, specification, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority and is hereby assigned to the Authority. Consultant shall not copyright any Report prepared as part of the services required by this Agreement, except as may be requested on Authority's behalf. Consultant expressly waives and disclaims, any copyright in, and the right to reproduce all Reports, except upon the Authority's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The Consultant shall, upon request of the Authority, execute any further document(s) necessary to further effectuate this waiver and disclaimer. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

C. All Reports also shall be provided in electronic format.

D. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts and copies therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this Agreement.

16. **SUPPLIER DIVERSITY**

General Order 156 (GO 156) is a California Public Utilities Commission ruling that requires utility entities to procure at least 21.5% of their contracts with majority women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises' (“WMDVLGBTBEs”) in all categories. Qualified businesses become GO 156 certified through the CPUC and are then added to the GO 156 Clearinghouse database.

The CPUC Clearinghouse can be found here: www.thesupplierclearinghouse.com. While CEA is not legally required to comply with GO 156, CEA’s policies and commitment to diversity are consistent with the principles of GO 156, and CEA has an Inclusive and Sustainable Workforce Policy, which can be found at https://thecleanenergyalliance.org/key-documents.

CEA will provide a link to a survey annually to each of its contract vendors, which may ask for disclosure of (a) their GO 156 certification status, (b) their efforts to work with diverse business enterprises, including those owned or operated by women (“WBE”), minorities (“MBE”), disabled veterans (“DVBE”), and lesbian, gay, bisexual, or transgender people (“LGBTBE”); and (c) other information regarding inclusivity in their workforce or related to CEA’s goals as stated in CEA’s Inclusive and Sustainable Workforce Policy. CEA will use the information obtained solely to help evaluate how well it is conforming to its own policies and goals. Pursuant to California Proposition 209, CEA does not discriminate against nor grant preferential treatment based on race, sex, color, ethnicity, or national origin.

17. **CONFIDENTIALITY AND SECURITY**

A. Confidential Information. Consultant shall comply with all applicable law and maintain in confidence and not disclose to any third party nor use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority or Authority's customers, including confidential information regarding Authority's customers and employees, except as may be required by law.

B. Security.

1. Implementation. Consultant shall implement commercially reasonable administrative, technical and physical safeguards designed to: (a) ensure the security and confidentiality of data and information provided by Authority or its customers or used in connection with providing services under this Agreement, including data or information about third parties ("Authority's Data"); (b) protect against any anticipated threats or hazards to the security or integrity of Authority's Data; (c) protect against unauthorized access to or use of Authority's Data; and (d) prevent the access or use of Authority's Data for any marketing or commercial purpose not expressly authorized pursuant to a written agreement between Consultant and Authority. Consultant shall review and test such safeguards on no less than an annual basis.

2. Network. If Consultant makes Authority's Data accessible through the Internet or other networked environment, Consultant shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of Authority's Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

3. Personal Data. If Consultant processes or otherwise has access to any personal or customer data or information on Authority's behalf when performing Consultant's services and obligations under this Agreement, then: (a) Authority shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Consultant shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (b) Authority shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal or customer data or information to Consultant so that Consultant may lawfully use, process and transfer the personal or customer data and information in accordance with this Agreement on Authority's behalf in order for Consultant to provide the services and perform its other obligations under this Agreement; (c) Consultant shall process all personal and customer data and information only in accordance with any lawful and reasonable instructions given by Authority from time to time and in accordance with the terms of this Agreement; and (d) each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of personal and customer data and information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to all personal and customer data and information and the nature of the data and information being protected. If necessary, the Parties will cooperate to document these measures taken.

4. Information Security. Consultant represents and warrants that its collection,

access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from Authority or its customers does and will comply with all applicable federal and state privacy, utility customer and data protection laws, including, but not limited to, CPUC General Order 66-D, Decision (D.) 17-09-024, Public Utilities Code Section 8380 and associated CPUC decisions D.11-07-056 and D.12-08-045, the Critical Infrastructure Information Act of 2002, and 18 CFR § 388.113. In the event of any security breach, Consultant shall: (a) Provide Authority with the name and contact information for an employee who shall serve as Authority's primary security contact and shall be available to assist Authority twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify Authority of a security breach as soon as practicable, but no later than twenty-four (24) hours after Consultant becomes aware of it. Immediately following Consultant's notification to Authority of a security breach, the Parties shall coordinate with each other to investigate the security breach. Consultant agrees to fully cooperate with Authority in Authority's handling of the matter. Consultant shall use best efforts to immediately remedy any security breach and prevent any further security breach at Consultant's own expense in accordance with applicable privacy rights, laws, regulations and standards. Consultant agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information and be responsible for any fines assessed by any regulatory agency as a result of Consultant's acts or omissions.

C. Notice and Remedy of Breaches. Each Party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 16 of this Agreement, whether or not intentional, and the breaching Party shall, at its expense, take all steps reasonably requested by the other Party to prevent or remedy the breach.

D. Enforcement. Each Party acknowledges that any breach of any of the provisions of Section 16 of this Agreement may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured Party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

18. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

TO AUTHORITY:
Clean Energy Alliance
Chief Executive Officer
5857 Owens Ave, 3rd Floor
Carlsbad, CA 92008

TO CONSULTANT:
David M. Brian, President
GDS Associates, Inc.
1850 Parkway Place, Suite 800
Marietta, Georgia 30067

19. **TERMINATION**

A. In the event Consultant fails or refuses to perform any of the provisions hereof at the time or in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be not less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, Authority may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. Authority also shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance and within five (5) working days: (1) assemble all documents owned by Authority and in Consultant's possession, and deliver said documents to Authority; and (2) place all work in progress in a safe and protected condition.

B. This Agreement may be terminated by Authority, without cause, upon the giving of thirty (30) days' written notice to Consultant.

C. Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials is the property of Authority pursuant to Section 14 hereof. Notwithstanding the foregoing, Consultant may retain copies of such material or products in order (i) to comply with applicable statutory records retention requirements; (ii) to support or defend its services and work product; (iii) for its use in connection with the prosecution or defense of any dispute arising from this Agreement, (iv) for archival purposes, and (v) to the extent it would be unreasonably costly or cumbersome for Consultant to delete intangible copies of such material or products that are made as a part of Consultant's routine systems back-up procedures.

20. **COMPLIANCE**

Consultant shall comply with all applicable local, state and federal laws, now existing or hereafter amended or enacted.

21. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought related to this Agreement shall be filed with the Superior Court of the County of San Diego, State of California. Consultant hereby waives any and all objections to personal jurisdiction and venue in said forum.

22. **ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **DRAFTING AMBIGUITIES**

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

26. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be incorporated herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either Party.

27. **CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. **CONSEQUENTIAL DAMAGES**

Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

29. **SEVERABILITY**

In the event that any part of this Agreement is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion or portions of this Agreement that is found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

30. **COUNTERPARTS/ELECTRONIC SIGNATURES**

This Agreement may be executed electronically and in any number of counterpart, which together shall constitute one and the same agreement. A true and correct electronic copy of this Agreement may be used for all purposes as an original.

29. **SIGNATORY AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the date set forth above.

NAME OF CONSULTANT

Signed by:

By: Garrett Cole

B52797822257466...

Name: Garrett Cole

Title: Vice President

CLEAN ENERGY ALLIANCE

A Joint Powers Authority

Signed by:

By: Gregory Wade

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Name: Gregory Wade

Title: Chief Executive Officer

APPROVED AS TO FORM:

Signed by:

Johanna N. Canlas

98E034589C894F4...

Counsel for Authority

ATTEST:

Signed by:

Ana Marie Alarcon

7AB354751C34B2...

Authority Clerk

Exhibit A
Scope of Services

Consultant shall provide the following services to the Authority's satisfaction within the budget provided in Exhibit B:

10% Engineering Design & Technical Package Development, including:
Consultant will support the preparation of interconnection application packages by developing the engineering deliverables required for the WDAT and CAISO submission of the Encina Wastewater Authority Biogas-to-Energy project ("Project") for timely submission within the respective application windows for WDAT and CAISO. Services include preparation of site and equipment layout drawings, single-line drawings, preliminary protection and relay concepts based on parameters provided, equipment specifications, and project technical narratives. GDS will also compare WDAT Attachment A materials, verify consistency across technical submittals, and develop the engineering exhibits required for interconnection studies and application review.

Deliverables:

- Prepare all technical materials based on a 10% design required for WDAT and CAISO interconnection submissions.
- Prepare single-line diagrams, site layouts, preliminary protection and relay design criteria, and supporting technical exhibits.
- Compile Attachment A and Project-specific engineering data.

Exhibit B
Schedule of Performance

All services under this Agreement shall be completed and delivered to Authority no later than October 30, 2026.

Exhibit C
Compensation

Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below.
The compensation to be paid to Consultant under this Agreement for all services described in Exhibit "A" and reimbursable expenses shall not exceed a total of $57,000 dollars. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

Rates

Personnel	Title	Hourly
Garrett Cole	Vice President	$390
Donald Tretheway	Director	$390
Perry Servedio	Senior Project Manager	$380
Joshua Arnold	Senior Consultant	$380
Gillian McCullough	Project Manager	$350
Mike Castelhano	Project Manager	$350
TBD	Other Project Manager	$350
TBD	Other Senior Project Lead	$305
TBD	Project Lead	$285
TBD	Lead Analyst/Engineer	$265
TBD	Analyst/Engineer	$235
TBD	Associate	$200

Invoices

Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services and hours worked).

Reimbursable Expenses
Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority and must include itemized receipts/documentation.

Additional Services
Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority prior to commencement of any additional services. Consultant shall submit, at the Board's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.

Exhibit D
Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with Authority and its members and their respective officials, officers, employees, agents and volunteers named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE**:

(1) **Workers' Compensation**:
Statutory coverage as required by the State of California and providing, at minimum, $1,000,000.00 employers' liability coverage.

(2) **Liability**:
Commercial general liability ("CGL") coverage with minimum limits of $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury and property damage, including ongoing and completed operations. ISO occurrence Form CG 0001 or equivalent is required. If limits apply separately to this Agreement (CG 25 03 or 25 04), the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If Consultant or subcontractor maintains higher limits than the limits shown above, Authority shall be entitled to coverage for the higher limits maintained by the Consultant and their subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the Consultant's primary policy.

(3) **Automotive**:
Commercial Automobile Liability Insurance for all of the Consultant's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit no less than $1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

(4) **Professional Liability**
Professional liability insurance that includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least $1,000,000 per claim and $2,000,000 annual aggregate. Consultant shall ensure both that (1) the policy

retroactive date is on or before the date of commencement of the services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the services or termination of this Agreement, whichever occurs last. Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase Authority's exposure to loss. All defense costs shall be outside the limits of the policy. If Consultant maintains higher limits than the limits shown above, Authority shall be entitled to coverage for the higher limits maintained by Consultant. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Authority.

(5) **Cyber Liability**

Consultant maintain Cyber Liability with a limit of $2,000,000 per occurrence or claim and $2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this Agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CLEAN ENERGY ALLIANCE AND NACKERMAN CONSULTING LLC, D/B/A BRIGHT HILL ENERGY FOR DISTRIBUTED ENERGY RESOURCE ADVISORY SERVICES

THIS AMENDMENT NO. 1 ("Amendment") is entered into as of **August 4, 2026** ("Amendment Effective Date"), by and between the **CLEAN ENERGY ALLIANCE**, an independent joint powers authority ("Authority"), and **NACKERMAN CONSULTING LLC, D/B/A BRIGHT HILL ENERGY**, a California limited liability company ("Consultant"), with reference to the following:

RECITALS

A. The Authority and Consultant entered into that certain Agreement for Distributed Energy Resource Advisory Services dated April 21, 2026, with a term commencing May 5, 2026 (the "Original Agreement"), pursuant to which Consultant provided advisory services described in Exhibit A of the Original Agreement.

B. The stated term of the Original Agreement concluded on August 3, 2026. The Parties desire to extend the term, add a task related to interconnection application support, increase the not-to-exceed compensation, and establish an hourly rate applicable to the added task, all as set forth herein.

C. Section 24 of the Original Agreement provides that the Agreement may be modified only by a written document signed by both Parties. This Amendment constitutes such a written modification.

Now, therefore, the Parties agree as follows:

1. Term (Amends the "Term", Section 1 of the Original Agreement)

The Term of the Original Agreement is hereby extended, and shall continue through **October 31, 2026**, unless terminated earlier pursuant to Section 19 of the Original Agreement or further extended by written mutual agreement of the Parties.

2. Compensation (Amends Section 3 and Exhibit C of the Original Agreement)

a. The total not-to-exceed compensation under the Original Agreement is increased from **Nine Thousand Nine Hundred Ninety-Nine Dollars ($9,999.00)** by an additional **Ten Thousand Dollars ($10,000.00)**, for a revised aggregate total not-to-exceed amount of **Nineteen Thousand Nine Hundred Ninety-Nine Dollars ($19,999.00)**. The additional $10,000.00 authorized by this Amendment applies to the task added to the scope of services set forth in Section 4 below.

b. **Rate for Added Task.** Services performed under the task added by this Amendment shall be compensated in full for actual work performed at an hourly rate of **One Hundred Fifty Dollars ($150.00)** per hour.

3. Scope of Services (Adds Task 6 to Exhibit A of the Original Agreement)

The scope of services set forth in **Exhibit A-1** (Task 6-Interconnection Application Support), attached to this Amendment and incorporated fully herein by this reference, is hereby added to the services Consultant shall perform under the Original Agreement. Exhibit A-1 supplements, and does not replace, Exhibit A of the Original Agreement.

4. No Other Changes

Except as expressly modified by this Amendment, all terms and conditions of the Original Agreement remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict between this Amendment and the Original Agreement, this Amendment controls. Capitalized terms not defined herein have the meanings given in the Original Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective retroactively to the date set forth above.

NACKERMAN CONSULTING LLC, D/B/A BRIGHT HILL ENERGY

By:
Name: Colin Nackerman
Title: Managing Member

CLEAN ENERGY ALLIANCE
A Joint Powers Authority
Signed by:
By: Gregory Wade
4AADEA2701994CC...
Name: Gregory Wade
Title: Chief Executive Officer

APPROVED AS TO FORM:
Signed by:
By: Johanna N. Canlas
09F034389C894F4...
Counsel for Authority

ATTEST:
Signed by:
By: Ana Marie Alarcon
7AB554F512C34B2...
Authority Clerk

EXHIBIT A-1

Scope of Services – Task 6 – Interconnection Application Support (WDAT/CAISO)

The following is hereby added to Exhibit A of the Original Agreement.

Background

CEA is advancing a local biogas to energy project (the "Project") and the interconnection pathway needed to secure Full Capacity Deliverability Status (FCDS) so that the resource can provide Local Resource Adequacy. CEA's engineering consultant (GDS) will prepare the engineering designs required for the interconnection application (e.g., site plan, single-line/electrical diagram, and power flow modeling). Consultant will support CEA and GDS on a time-and-materials basis to review, prepare, and assemble the Wholesale Distribution Access Tariff (WDAT) and CAISO deliverability applications, draft non-technical responses, advise on site control and deliverability strategy, and coordinate across parties through the applicable filing windows, including the SDG&E cluster application window and the associated CAISO Cluster 16 deliverability scoring under IPE 5.0.

Schedule

Consultant will support ahead of and through the SDG&E cluster application window of September 11-25, 2026 and the CAISO Cluster 16 application window of October 1-15, 2026, with follow up support for application modifications and other ad hoc issues as needed, through the amended term.

Task 6 – WDAT/CAISO Interconnection Application Support & Document Review

Consultant will support CEA through the WDAT and CAISO interconnection application processes by reviewing application instructions and materials, drafting non-technical responses, and providing project-management coordination across stakeholders (GDS, Encina, CEA). Work includes verifying that materials are responsive to WDAT/CAISO application instructions; reviewing materials for accuracy, completeness, and alignment with utility and transmission provider requirements; identifying technical deficiencies or inconsistencies; and helping ensure application packages are submission ready prior to entering the interconnection queue.

Deliverables

- Coordination support among Project stakeholders (CEA, GDS, Encina) throughout the interconnection process.
- Draft initial responses to non-technical questions in the WDAT and CAISO applications, where appropriate.
- Evaluation of client and stakeholder provided materials and supporting documentation against applicable submission requirements.
- Identification of missing information, data gaps, and potential deficiencies.
- Review of WDAT and CAISO interconnection application packages for completeness and consistency prior to submission.

- Advisory on site control instrument adequacy for a public agency site and on the deliverability pathway (WDAT vs. Rule 21; annual DGD vs. cluster study under CAISO IPE 5.0), including Cluster 16 timing and application deposit considerations.

Exclusions and Assumptions

Consultant provides non-technical review, coordination, and project management support. This scope does not include preparation of technical engineering studies, PE stamped drawings (e.g., single-line/electrical diagrams, engineered site plans), load flow or power systems modeling, or legal review; such work will be provided by GDS or another appropriately licensed engineering or legal party. Consultant does not provide legal, financial, or investment advice; recommendations are advisory in nature. This Exhibit A-1 is subject to the terms and conditions of the Original Agreement as amended.

Closed Session

Item 14: **PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957**

Title: Chief Executive Officer