

**Board of Directors Regular Meeting Agenda  
January 29, 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 Zoom by clicking:

<https://us06web.zoom.us/j/81376410530>

or telephonically by dialing:

(253) 215-8782

Meeting ID: 813 7641 0530

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](mailto: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 Secretary. 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 Secretary before the Board Chair announces the item.

**CALL TO ORDER**

**ROLL CALL**

**FLAG SALUTE**

**BOARD COMMENTS & ANNOUNCEMENTS**

**PUBLIC COMMENT**

**APPROVAL OF MINUTES**

Minutes of the Regular Meeting held November 20, 2025.



**Item 1: Clean Energy Alliance Board of Directors Appointment of Chair and Vice Chair for Calendar Year 2026**

**RECOMMENDATION:**

Appoint a Chair and Vice Chair for calendar year 2026.

*Presentations:*

**State of Nuclear Industry**

*Consent Calendar*

**Item 2: Clean Energy Alliance Treasurer’s Report for October 2025**

**RECOMMENDATION:**

Receive and file the Clean Energy Alliance Treasurer’s Report for October 2025.

**Item 3: Clean Energy Alliance Treasurer’s Report for November 2025**

**RECOMMENDATION:**

Receive and file the Clean Energy Alliance Treasurer’s Report for November 2025.

**Item 4: CAC Member Appointments for Term through December 2027**

**RECOMMENDATION:**

Adopt Resolution No. 2026-001 appointing members to the Community Advisory Committee for a term through December 31, 2027.

**Item 5: 2026 Community Advisory Committee Meeting Schedule and Work Plan and Review 2025 Subcommittee Reports**

**RECOMMENDATION:**

Review the 2025 Reports of the Ad-Hoc Subcommittees of the Community Advisory Committee and Adopt Resolution No. 2026-002 Approving the 2026 Community Advisory Committee Meeting Schedule and Work Plan.

**Item 6: Consider Approval of Resolution No. 2026-003 Amending the Clean Energy Alliance Position Control Listing and Resolution No. 2026-004 Amending the Clean Energy Alliance Salary Schedule**

**RECOMMENDATION:**

- 1) Adopt Resolution No. 2026-003 Amending the Clean Energy Alliance (CEA) Position Control Listing
- 2) Adopt Resolution No. 2026-004 Amending the CEA Salary Schedule



**Item 7: Consideration of Resolution 2026-005 Approving a Professional Services Agreement with Cindy Krebs Consulting for Recruitment Services**

**RECOMMENDATION:**

Adopt Resolution No. 2026-005 approving a Professional Services Agreement with Cindy Krebs Consulting for Recruitment Services, for an amount not to exceed \$117,750 and authorizing the Chief Executive Officer to enter into this Agreement.

**Item 8: Consideration of Resolution No. 2026-006 Approving an Extended Professional Services Agreement with Pacific Energy Advisors for Compliance and Procurement Professional Services through June 2026**

**RECOMMENDATION:**

Adopt Resolution No. 2026-006 approving the Compliance and Procurement Professional Services Agreement with Pacific Energy Advisors, at a cost of \$49,000 per month from January through June 2026 and a total cost of \$294,000 through June 2026, and ratifying the Chief Executive Officer's signature on the Agreement.

**Item 9: Consider Adoption of Resolution No. 2026-007 Approving of the First Amendment to the Renewable Power Purchase Agreement (PPA) with IP Darden III, LLC and Authorizing Execution of the Amendment**

**RECOMMENDATION:**

Adopt Resolution No. 2026-007 approving the First Amendment to the Renewable Power Purchase Agreement with IP Darden III, LLC that extends the PPA Contract term to twelve (12) years with a corresponding reduction in the Renewable Rate and the Storage Rate. Additionally, that the Board authorizes the Chief Executive Officer to execute the First Amendment, subject to Transactions Attorney approval of the form and any changes.

**Item 10: Consider Adoption of Resolution No. 2026-008 Edison Electric Institute Master Power Purchase and Sale Agreement, 10-year EEI Confirmations, and associated contract documents with Orange County Power Authority and Authorizing Execution of the Agreements**

**RECOMMENDATION:**

Adopt Resolution No. 2026-008 approving the proposed Edison Electric Institute Master Power Purchase and Sale Agreement, 10-year EEI Confirmations, and associated contract documents with Orange County Power Authority, referred to herein collectively as "VAMO Agreements", in substantially final form for California RPS-eligible electric energy and associate Green Attributes, and authorize the Chief Executive Officer to execute the agreements.



**Item 11: SB 707 Update – Adopt Reso Allowing for Teleconference**

**RECOMMENDATION:**

Adopt Resolution No. 2026-009 allowing for Teleconference

**Item 12: Clean Energy Alliance Chief Executive Officer Operational and Administrative Report**

**RECOMMENDATION:**

Receive and file report.

*Reports*

**Item 13: Regulatory Update - Keyes & Fox**

**RECOMMENDATION:**

Receive the Regulatory update from Keyes and Fox.

*Public Hearing*

**Item 14: Consider Adoption of a Resolution No. 2026-010 Approving a Rate Relief Credit for Residential and Non-Residential Customers and Adoption of Resolution No. 2026-011 Reducing Agriculture Rates**

**RECOMMENDATION:**

- 1) Conduct the Public Hearing: Open the Public Hearing, Receive Public Testimony, and Close the Public Hearing;
- 2) Adopt Resolution No. 2026-010 Approving a Rate Relief Credit for Residential and Non-Residential Customers; and
- 3) Adopt Resolution No. 2026-011 Approving a 6.9% Rate Reduction for Agriculture Rates.

**BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

**NEXT MEETING:** Regular Board Meeting February 26, 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](mailto:clerk@thecleanenergyalliance.org) prior to the meeting for assistance.

**Board of Directors Regular Meeting Agenda  
November 20, 2025, 2:00 p.m.  
Leucadia Wastewater District, Board Room  
1960 La Costa Ave, Carlsbad, CA 92009**

**CALL TO ORDER:** Chair Melendez called to order the Regular Meeting of the Clean Energy Alliance at 2:02 p.m.

**ROLL CALL:** Board Members: Spelich, Figueroa, Nuñez, Becker, Melendez.  
Alternate Board Member: Blackburn  
Absent: Vice Chair Garcia.

**FLAG SALUTE:** Chair Melendez led the flag salute.

**BOARD COMMENTS & ANNOUNCEMENTS:** None.

**APPROVAL OF AGENDA:**

**Motion by Board Member Becker, seconded by Board Member Nuñez, to approve the minutes presented.  
Motion carried, 6/0/1 (Garcia - Absent).**

**PUBLIC COMMENT:**

*Daniel Dominguez spoke regarding the Administrative Law Judge reducing the rate of return by 1/100 of a percent.*

*Jimmy Knott III requested clarification on Item #7 of the Agenda.*

**APPROVAL OF MINUTES:**

Minutes of the Regular Meeting held October 30, 2025  
Minutes of the Special Meeting held October 30, 2025

**Motion by Board Member Nuñez, seconded by Board Member Becker, to approve the minutes presented.  
Motion carried, 5/1/1(Abstain – Blackburn. Absent – Garcia).**

*Presentation*

**SDREN Update**

San Diego Community Power, Senior Director of Programs Colin Santulli, Senior Project Manager, Marissa Van Sant, Senior Energy Efficiency Program Manager, Amy Whitehouse and Senior Program Associate, Alyson Scurlock provided an update.

*Consent Calendar*

**Item 1: Clean Energy Alliance Treasurer’s Report for September 2025**

**RECOMMENDATION:**

Receive and file the Clean Energy Alliance Treasurer’s Report for September 2025.

**Item 2: Amendment No. 1 to the March 6, 2025, Engagement Letter with Keyes & Fox for Legal Services**

**RECOMMENDATION:**

That the Clean Energy Alliance (CEA) Board of Directors (Board) adopt Resolution No. 2025-046 approving Amendment No. 1 to the Engagement Letter with Keyes & Fox (K&F) for Legal

Services, increasing the total amount not to exceed from \$100,000 to \$200,000 over the engagement term from September 2024 to June 2026 and authorizing the Chief Executive Officer to sign such amendment.

**Motion by Board Member Becker, seconded by Board Member Nuñez, to approve the Consent Calendar. Motion carried, 6/0/1 (Garcia - Absent).**

*Reports*

**Item 3: Clean Energy Alliance Chief Executive Officer Operational and Administrative Report**

**RECOMMENDATION:**

Receive and file the report.

CEO Greg Wade presented the presentation and provided information on enrollment statistics, community events and CEA programs.

**CEA Board received report.**

*Public Hearings*

**Item 4: Consider Adoption of Clean Energy Alliance (CEA) Resolution No. 2025-044 Setting Rates and Approving Agreements with Luminia BTM DevCo 1 LLC (Luminia) for CEA's Solar Plus Business Program**

**RECOMMENDATION:**

- 1) Conduct the Public Hearing: Open the Public Hearing, Receive Public Testimony, and Close the Public Hearing;
- 2) Adopt Resolution No. 2025-044 Setting Rates for Solar Plus Business; and
- 3) Approve Program Agreements with Luminia BTM DevCo 1 LLC and authorize the Chief Executive Officer to execute all documents subject to General and Special Counsel approval.

Key Accounts/Program Manager Rob Howard reviewed a presentation and provided information on Solar Plus and Solar Plus Connect programs.

*Chair Melendez opened the Public Hearing at 2:57 p.m.*

Discussion ensued amongst the Board Members.

*Chair Melendez closed the Public Hearing at 3:08 p.m.*

**Motion by Board Member Becker, seconded by Board Member Nuñez, to close the public hearing and adopt the resolution. Motion carried, 6/0/1 (Garcia - Absent).**

**Item 5: Consider Adopting Resolution No. 2025-045 Amending Clean Energy Alliance Rate Schedule to Update the Wholesale Market Access Tariff Rate Effective January 1, 2026**

**RECOMMENDATION:**

- 1) Conduct the Public Hearing: Open the Public Hearing, Receive Public Testimony, close the Public Hearing.
- 2) Approve Resolution No. 2025-045 Amending Clean Energy Alliance Rate Schedule to update the Wholesale Market Access Tariff Rate Effective January 1, 2026.

CEO Greg Wade reviewed a presentation and provided information regarding Wholesale Market Access Tariff Rate (WMAT) rate changes.

*Chair Melendez opened the Public Hearing at 3:09 p.m.*

Discussion ensued amongst the Board Members.

*Chair Melendez closed the Public Hearing at 3:12 p.m.*

**Motion by Board Member Nuñez, seconded by Board Member Becker, to close the public hearing and adopt the resolution. Motion carried, 6/0/1 (Garcia - Absent).**

*New Business*

**Item 6: Regulatory Update**

**RECOMMENDATION:**

Receive the Regulatory update from Keyes and Fox.

Keyes and Fox Partner Tim Lindl provided the update and responded to questions from the Board.

CEO Greg Wade responded to questions from the Board.

**CEA Board received report.**

**Item 7: Receive Options for Customer Electricity Cost Rate Relief**

**RECOMMENDATION:**

That the Clean Energy Alliance (CEA) Board of Directors (Board) receive a report on CEA customer rate options and financial impacts resulting from San Diego Gas & Electric's (SDG&E's) 2026 Energy Resource Recovery Account (ERRA) Forecast for Power Charge Indifference Adjustments (PCIA) rates and provide direction to staff.

CEO Greg Wade presented the presentation and provided information on enrollment statistics, community events and CEA programs.

Alternate Mayor Blackburn left the meeting at 3:44 p.m.

*Daniel Dominguez spoke regarding residents being behind on their SDGE accounts and requested programs to reduce the rates.*

*Steve Burrell spoke regarding rate relief especially for the elderly.*

*Jimmy Knott III spoke regarding mobile home ownership and requested assistance with rising utilities costs.*

Board Members requested more information on Option 4 and directed staff to return with information regarding available alternatives, implementation timelines and marketing and promotional strategies on how CEA would approach this option.

**CEA Board received report.**

**NEXT MEETING:** Regular Board Meeting January 29, 2026, Leucadia Wastewater District, 1960 La Costa Ave, Carlsbad, CA 92009.

**ADJOURNMENT:** Chair Melendez adjourned the meeting at 4:30 p.m.

---

Ana Marie Alarcon  
Clerk to the Board/Executive Assistant



## Staff Report

**DATE:** January 29, 2026

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Gregory Wade, Chief Executive Officer

**ITEM 1:** Clean Energy Alliance Board of Directors Appointment of Chair and Vice Chair for Calendar Year 2026

---

### **RECOMMENDATION:**

Appoint a Chair and Vice Chair for calendar year 2026.

### **BACKGROUND AND DISCUSSION:**

Pursuant to Section 5.2 of the Clean Energy Alliance Joint Powers Agreement, at the beginning of each calendar year, the Board elects a Chair and Vice Chair from among the Directors, and those terms of office for the Chair and Vice Chair continue for one year. The offices of Chair and Vice Chair belongs to the Director and not to the Member city.

It shall be the Policy of the Board that no Director shall be elected to serve as the Chair for more than two full consecutive one-year terms and no Director shall be elected to serve as the Vice Chair for more than two full consecutive one-year terms. There is no limit on the total number of years that a Director can be elected to serve as either the Chair or the Vice Chair as long as the consecutive limit is observed. A Director may be elected to serve as Chair directly following service as the Vice Chair and may serve as the Vice Chair directly following service as the Chair in succession.

### **FISCAL IMPACT:**

None.

Submitted for Board consideration:



---

Gregory Wade  
Chief Executive Officer

### **ATTACHMENTS:**

A. Policy CEA-020



## **Chair and Vice Chair Term Limits Policy**

### **1.0 PURPOSE**

The purpose of this Chair and Vice Chair Term Limits (Policy) is to clarify the terms of the Chair and Vice Chair of the Board of Directors of Clean Energy Alliance (CEA) and the terms of the Chair and Vice Chair of CEA's Community Advisory Committee (CAC).

### **2.0 POLICY**

#### **2.1 Policy for Chair and Vice Chair of the Board of Directors**

Pursuant to Section 5.2 of the Clean Energy Alliance Joint Powers Agreement, at the beginning of each calendar year, the Board elects a Chair and Vice Chair from among the Directors, and those terms of office for the Chair and Vice Chair continue for one year. The offices of Chair and Vice Chair belongs to the Director and not to the Member city.

It shall be the Policy of the Board that no Director shall be elected to serve as the Chair for more than two full consecutive one-year terms and no Director shall be elected to serve as the Vice Chair for more than two full consecutive one-year terms. There is no limit on the total number of years that a Director can be elected to serve as either the Chair or the Vice Chair as long as the consecutive limit is observed. A Director may be elected to serve as Chair directly following service as the Vice Chair and may serve as the Vice Chair directly following service as the Chair in succession.

#### **2.2 Policy for Chair and Vice Chair of CAC**

The CAC shall appoint a Chair and a Vice Chair from members of the CAC at the first meeting of the calendar year. The terms of office for the Chair and Vice Chair of CAC continue for one year. The CAC Chair shall attend CEA Board of Directors Meetings on a regular basis to update the Board on current priorities

It shall be the Policy of CEA that no person shall be appointed to serve as the CAC Chair for more than two full consecutive one-year terms and no CAC member shall be appointed to serve as the Vice Chair for more than two full consecutive one-year terms. There is no limit on the total number of years that a person can be appointed the Chair of the CAC or appointed as the Vice Chair of the CAC, as long as the consecutive limit is observed. A person may be appointed to serve as Chair directly following service as the Vice Chair and may serve as the Vice Chair directly following service as the Chair in succession.

## Staff Report

**DATE:** January 29, 2026

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Andy Stern, Interim Chief Financial Officer/Treasurer

**ITEM 2:** Clean Energy Alliance Treasurer's Report

---

### **RECOMMENDATION:**

Receive and File Clean Energy Alliance (CEA) Interim Treasurer's Report for October 2025.

### **BACKGROUND AND DISCUSSION:**

This report provides the Board with the following financial information through October 31, 2025:

- Statement of Financial Position (Unaudited and preliminary) – Reports assets, liabilities, and financial position of the CEA as of October 31, 2025.
- Statement of Revenues, Expenses and Changes in Net Position (Unaudited and preliminary) for the period ended October 31, 2025.
- Budget to Actuals Comparison Schedule (Unaudited and preliminary) – Reports actual revenues and expenditures compared to the annual amended budget as of October 31, 2025.
- List of Payments Issued – Reports payments issued for October 2025.

As of October 31, 2025, liabilities represent invoices and estimated accruals for energy and services received but not yet paid.

### **FISCAL IMPACT:**

As of October 31, 2025, reported Unrestricted Net Position was \$74,095,255.

Submitted for Board consideration:



---

Gregory Wade  
Chief Executive Officer

### **ATTACHMENTS:**

- A. Treasurer's Report for October 2025

**CLEAN ENERGY ALLIANCE**  
**STATEMENT OF NET POSITION**  
**As of October 31, 2025**

**ASSETS**

Current assets

Cash and cash equivalents	\$ 37,755,206
Accounts receivable, net of allowance	46,427,623
Accrued revenue	23,532,371
Other receivables	7,576
Prepaid expenses	9,620,528
Total current assets	<u>117,343,304</u>

Noncurrent assets

Deposits	<u>1,040,683</u>
Total noncurrent assets	<u>1,040,683</u>
Total assets	<u>118,383,987</u>

**LIABILITIES**

Current liabilities

Accrued cost of electricity	35,981,188
Accounts payable	897,233
Other accrued liabilities	414,161
Security deposits - energy suppliers	797,750
Total current liabilities	<u>38,090,332</u>

Noncurrent liabilities

Security deposits - energy suppliers	<u>6,198,400</u>
Total noncurrent liabilities	<u>6,198,400</u>
Total liabilities	<u>44,288,732</u>

**NET POSITION**

Unrestricted	<u><u>\$ 74,095,255</u></u>
--------------	-----------------------------

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  
Four Months Ended October 31, 2025**

<b>OPERATING REVENUES</b>	
Electricity sales, net	\$ 184,708,230
Miscellaneous income	543
Total operating revenues	<u>184,708,773</u>
<b>OPERATING EXPENSES</b>	
Cost of electricity	128,034,892
Contract services	2,341,817
Staff compensation	809,383
Other operating expenses	392,733
Total operating expenses	<u>131,578,825</u>
Operating income (loss)	<u>53,129,948</u>
<b>NONOPERATING REVENUES (EXPENSES)</b>	
Investment income	177,651
Interest expense	<u>(591,455)</u>
Nonoperating revenues (expenses), net	<u>(413,804)</u>
<b>CHANGE IN NET POSITION</b>	52,716,144
Net position at beginning of year	<u>21,379,111</u>
Net position at end of period	<u>\$ 74,095,255</u>

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, \$132,170,000 of operating expenses have been expended. Revenues from electricity sales for the year-to-date reached \$184,709,000. Nonoperating activity was a net expense of \$414,000. The overall change in net position for the year-to-date was an increase of \$52,716,000.

The Budget to Actuals Comparison Schedules as of October 31, 2025, is shown below.

**CLEAN ENERGY ALLIANCE  
BUDGETARY COMPARISON SCHEDULE  
Four Months Ended October 31, 2025**

	<u>Year-To-Date</u>				<u>Annual</u>		
	<u>Actual</u>	<u>Budget</u>	<u>Variance fav. (unfav.)</u>		<u>Annual Budget</u>	<u>Budget Less Actual YTD</u>	<u>Budget Remaining / Budget</u>
			<u>Amount</u>	<u>%</u>			
Electricity Sales, net	\$ 184,708,773	\$ 189,169,517	\$ (4,460,744)	-2%	383,146,909	198,438,136	52%
Operating Expenses							
Cost of Energy	128,034,892	132,114,559	4,079,667	3%	333,540,321	205,505,429	62%
Other Operating Expenses	3,543,933	4,503,948	960,015	21%	13,363,246	9,819,313	73%
Total Operating Expenses	131,578,825	136,618,507	5,039,682	4%	346,903,567	215,324,742	62%
Operating Income (Loss)	53,129,948	52,551,010	578,938	1%	36,243,342	(16,886,606)	
Total Nonoperating Income/(Expense)	(413,804)	(220,711)	(193,093)	-87%	(380,692)	33,112	-9%
Change in Net Position	\$ 52,716,144	\$ 52,330,299	\$ 385,845		\$ 35,862,650	\$ (16,853,494)	

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.

<b>Date</b>	<b>Vendor</b>	<b>Memo/Description</b>	<b>Amount</b>
10/01/2025	JPMorgan	Interest expense for 7/1/25-9/30/25	52,222.22
10/02/2025	MCCAULEY, KAYLIN	September 2025	170.00
10/02/2025	SDG&E (Procurement)	12/25 CEA - CEA 12/25 #145676 RA Sale MCAM	607,368.50
10/02/2025	SDG&E(Service Fees)	For services rendered under Schedule CCA for period August 1, 2025 to August 31	63,000.88
10/06/2025	PARTICIPATE ENERGY FUND LLC	August 2025 PPA Period 8/4/25-9/3/25	1,756.38
10/06/2025	THE ENERGY AUTHORITY	August 2025 - CAISO Weekly Statement of Activity (09/12/25-09/18/25) Total CHSD	57,175.63
10/06/2025	THE ENERGY AUTHORITY	September 2025 - CAISO Weekly Statement of Activity (09/12/25-09/18/25) Total	664,673.99
10/07/2025	River City Bank CC	August 2025 Statement	274.60
10/07/2025	USPS	First-Class Mail and First-Class Package Service	1,107.94
10/08/2025	CALPINE ENERGY SOLUTIONS	August 2025 Services	295,052.60
10/09/2025	Amy Williams	Expense Report 9/17/2025	18.57
10/09/2025	Amy Williams	Expense Report 9/29/2025	36.07
10/09/2025	BRENTECH INCORPORATED	20 VEEAM Microsoft 365 Backup Protection	200.00
10/09/2025	FABICK, EMILY	Sep. 25 - expense reimbursement	135.23
10/09/2025	KARBONE INC.	REC transaction dated February 7, 2025	192,687.00
10/09/2025	SDRMA	November 2025 Benefits Coverage	20,430.88
10/09/2025	Summit Advocacy LLC	September 2025 Lobbying Consulting Services	7,000.00
10/10/2025	Amy Williams	Expense Report 10/8/2025	160.50
10/10/2025	ATRIA WORKSPACE	November 2025 Rent	266.78
10/10/2025	Neyenesch Printers	2,993 Move Notice Mailing 9/23 and 9/30	393.39
10/10/2025	Sorren CPAs p.c.	First progress bill of the June 30, 2025 CEA financial statement audit.	19,125.00
10/10/2025	STERN, ANDREW	For the period from September 1, 2025 through September 30, 2025	13,000.00
10/10/2025	The Bayshore Consulting Group, Inc	September 2025 - CEA Consulting	2,275.00
10/14/2025	State Compensation Insurance Fund	Monthly - Worker's Comp AUTOPAY	564.42
10/14/2025	THE ENERGY AUTHORITY	August 2025 - CAISO Weekly Statement of Activity (09/19/25-09/25/25) Total CHSD	107,228.96
10/14/2025	THE ENERGY AUTHORITY	September 2025 - CAISO Weekly Statement of Activity (09/19/25-09/25/25) Total	827,225.33
10/15/2025	EMPOWER	Employee Retirement - 10/05/25	10,932.29
10/15/2025	EMPOWER	Employee Retirement - 10/05/2025	5,782.30
10/15/2025	Evolution Affairs, LLC	Sep. 2025 - Professional Services	962.50
10/15/2025	FABICK, EMILY	Expense Report 2025-10-09 - CPUC Supplier Diversity Expo	395.54
10/16/2025	Northern California Pow er Agency	September 2025 - Resource Adequacy Capacity Sale:	5,400.00
10/20/2025	CALPINE ENERGY SERVICES L.P.	SEP 2025 - CAP-CAISO	40,000.00
10/20/2025	DYNASTY POWER	September 2025 - Environmental Attribute Preliminary balance	71,500.00
10/20/2025	EDF TRADING NORTH AMERICA	September 2025 - Capacity Purchase	588,750.00
10/20/2025	ES 1A Group 2 Opco, LLC	SEP 2025 - Resource Adequacy	108,360.00
10/20/2025	LEAPFROG POWER, INC.	October 2025 - CEA RA	22,758.20
10/20/2025	Orange County Pow er Authority	September 2025 System Flex	1,000,000.00
10/20/2025	SDG&E (Procurement)	09/25 CEA - REC SALES VA 2025-09	4,375,623.34
10/20/2025	SEMPRA	SEP 2025 - Capacity Purchases	912,500.00

10/20/2025	THE ENERGY AUTHORITY	September 2025 - CAISO Weekly Statement of Activity (09/26/25-10/02/25) Total CH	76,777.67
10/20/2025	THE ENERGY AUTHORITY	September 2025 - CAISO Weekly Statement of Activity (09/26/25-10/02/25) Total	184,822.19
10/21/2025	Ana Marie Alarcon	Expense report - Aug 28, 2025, to Oct 7, 2025	159.54
10/21/2025	Ana Marie Alarcon	Expense report - Jul 23, 2025, to Oct 13, 2025	2,872.42
10/21/2025	Maher Accountancy	Accounting, cash disbursements and related tasks during the month of October 202	13,000.00
10/21/2025	Villaseñor, Karen	Expense Report - Sep 20, 2025 to Oct 14, 2025	344.40
10/22/2025	BRAUN BLAISING SMITH WYNNE	August 2025 - General Matters	1,748.00
10/22/2025	USPS	First-Class Mail and First-Class Package Service	1,091.26
10/23/2025	Citadel energy marketing llc	September 2025 - CAISO DA SP-15 720)	46,454.40
10/23/2025	DYNASTY POWER	September 2025 - Electrical Energy	935,599.50
10/23/2025	EMPOWER	Employee Retirement -10/20/2025	10,932.29
10/23/2025	EMPOWER	Employee Retirement -10/20/2025	5,782.30
10/23/2025	EMPOWER	Expense Charges - Investment Management fees	802.23
10/23/2025	EMPOWER	Expense Charges - Plan Investment Management fees	1,088.43
10/24/2025	BRENTECH INCORPORATED	100 Support Agreement Amendmen	13,300.00
10/24/2025	ICAP ENERGY LLC	Broker Fee - Saavi RA product	8,700.00
10/24/2025	JPMorgan	Principal Payment \$4,000,000 against credit line	4,000,000.00
10/24/2025	JPMorgan	Principal Payment \$7,000,000 against credit line	7,000,000.00
10/24/2025	JPMorgan	Interest expense for 9/30/25-10/23/25	33,056.72
10/24/2025	Keyes & Fox LLP	September 2025- Professional Services	58,447.71
10/24/2025	New Gen Strategies & Solutions	September 2025 -Project: CEA SDG&E ERRA REGULATORY SUPPORT 2024-2026	6,622.50
10/24/2025	Pacific Energy Advisors, Inc	September 2025 - Technical Consulting Advisors & Channelside	40,170.00
10/24/2025	SAAVI ENERGY SOLUTIONS, LLC.	JAN 2026- Firm Resource Adequacy - Prepayment	1,096,500.00
10/24/2025	THE ENERGY AUTHORITY	September 2025 - Resource Management Monthly Fees	20,991.53
10/24/2025	Tripepi, Smith & Associates, Inc.	September 2025 - Communications and Marketing Services	1,293.75
10/27/2025	Pow erex	October 2025 transactions - PCC1 - installment 10 of 12 (2025)	61,687.50
10/27/2025	Resi Station LLC (Renew Home)	September 2025 - Proxy Demand Response CEA	62,230.00
10/27/2025	THE ENERGY AUTHORITY	October 2025 - CAISO Weekly Statement of Activity (10/3/25-10/9/25) Total CHSD	122,897.86
10/27/2025	THE ENERGY AUTHORITY	October 2025 - CAISO Weekly Statement of Activity (10/03/25-10/09/25) Total	168,110.33
10/28/2025	BURKE, WILLIAMS & SORENSEN, LLP	September 2025 - Legal services	12,485.80
10/28/2025	CalCCA	October-Dec 2025 - 25-26 Operational Membership Dues Quarterly Payment	130,000.00
10/28/2025	CALIFORNIA DEPT TAX& FEE ADMIN	2025-Q3 Electric Energy Surcharge	196,338.00
10/28/2025	Hall Energy Law PC	September 2025 - Fees for Professional Services	5,330.00
10/28/2025	Tripepi, Smith & Associates, Inc.	August 2025 - Communications and Marketing Services	16,281.00
10/28/2025	WADE, GREG	October 2025 - Expense Reimbursement	639.15
10/30/2025	Amy Williams	ER Oct 14, 2025 to Oct 21, 2025	421.37
10/30/2025	Neyenesch Printers	2,926 Move Notice Mailing 10/7 and 10/14	391.28
10/31/2025	MCGEE, KAITLIN	Sep 30, 2025 to Oct 27, 2025	219.32
10/31/2025	Reynolds, Tiffany	Expense Report for October 29,2025	339.35
Multiple	Multiple customers	NEM Cash Out	297,486.59
		<b>Total from Operating Account</b>	<b>24,711,928.43</b>
10/23/2025	MORGAN STANLEY CAPITAL GROUP, I	September 2025 - Energy	5,479,911.16
10/23/2025	NRG (Formerly DIRECT ENERGY)	Aug-25	3,740,278.47
10/23/2025	Shell Oil North America	AUG 2025 - Pow er	4,877,502.59
10/23/2025	Tecolote Wind LLC	Sep-25	75,937.50
		<b>Total from Lockbox Account</b>	<b>14,173,629.72</b>

## Staff Report

**DATE:** January 29, 2026  
**TO:** Clean Energy Alliance Board of Directors  
**FROM:** Andy Stern, Interim Chief Financial Officer/Treasurer  
**ITEM 3:** Clean Energy Alliance Treasurer's Report

---

### **RECOMMENDATION:**

Receive and File Clean Energy Alliance (CEA) Interim Treasurer's Report for November 2025.

### **BACKGROUND AND DISCUSSION:**

This report provides the Board with the following financial information through November 30, 2025:

- Statement of Financial Position (Unaudited and preliminary) – Reports assets, liabilities, and financial position of the CEA as of November 30, 2025.
- Statement of Revenues, Expenses and Changes in Net Position (Unaudited and preliminary) for the period ended November 30, 2025.
- Budget to Actuals Comparison Schedule (Unaudited and preliminary) – Reports actual revenues and expenditures compared to the annual amended budget as of November 30, 2025.
- List of Payments Issued – Reports payments issued for November 2025.

As of November 30, 2025, liabilities represent invoices and estimated accruals for energy and services received but not yet paid.

### **FISCAL IMPACT:**

As of November 30, 2025, reported Unrestricted Net Position was \$77,402,118.

Submitted for Board consideration:



---

Gregory Wade  
Chief Executive Officer

### **ATTACHMENTS:**

- A. Treasurer's Report for November 2025

**CLEAN ENERGY ALLIANCE**  
**STATEMENT OF NET POSITION**  
**As of November 30, 2025**

**ASSETS**

Current assets

Cash and cash equivalents	\$ 50,555,274
Accounts receivable, net of allowance	38,216,770
Accrued revenue	19,545,242
Other receivables	2,306,730
Prepaid expenses	<u>7,451,917</u>
Total current assets	118,075,933

Noncurrent assets

Deposits	<u>1,040,683</u>
Total noncurrent assets	<u>1,040,683</u>
Total assets	<u>119,116,616</u>

**LIABILITIES**

Current liabilities

Accrued cost of electricity	33,432,394
Accounts payable	792,507
Other accrued liabilities	493,447
Security deposits - energy suppliers	<u>797,750</u>
Total current liabilities	35,516,098

Noncurrent liabilities

Security deposits - energy suppliers	6,198,400
Total liabilities	<u>41,714,498</u>

**NET POSITION**

Unrestricted	<u><u>\$ 77,402,118</u></u>
--------------	-----------------------------

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**  
**Five Months Ended November 30, 2025**

**OPERATING REVENUES**

Electricity sales, net	\$ 208,451,142
Miscellaneous income	543
Total operating revenues	<u>208,451,685</u>

**OPERATING EXPENSES**

Cost of electricity	147,715,870
Contract services	2,925,687
Staff compensation	1,025,955
Other operating expenses	489,476
Total operating expenses	<u>152,156,988</u>
Operating income (loss)	<u>56,294,697</u>

**NONOPERATING REVENUES (EXPENSES)**

Investment income	267,543
Interest expense	<u>(539,233)</u>
Nonoperating revenues (expenses), net	<u>(271,690)</u>

**CHANGE IN NET POSITION**

	56,023,007
Net position at beginning of year	<u>21,379,111</u>
Net position at end of period	<u>\$ 77,402,118</u>

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, \$152,696,000 of operating expenses have been expended. Revenues from electricity sales for the year-to-date reached \$208,452,000. Nonoperating activity was a net expense of \$272,000. The overall change in net position for the year-to-date was an increase of \$56,023,000.

The Budget to Actuals Comparison Schedules as of November 30, 2025, is shown below.

**CLEAN ENERGY ALLIANCE  
BUDGETARY COMPARISON SCHEDULE  
Five Months Ended November 30, 2025**

	<u>Year-To-Date</u>				<u>Annual</u>		
	<u>Actual</u>	<u>Budget</u>	<u>Variance fav. (unfav.)</u>		<u>Annual Budget</u>	<u>Budget Less Actual YTD</u>	<u>Budget Remaining / Budget %</u>
			<u>Amount</u>	<u>%</u>			
Electricity Sales, net	\$ 208,451,685	\$ 211,966,649	\$ (3,514,964)	-2%	383,146,909	174,695,224	46%
Operating Expenses							
Cost of Energy	147,715,870	157,176,335	9,460,465	6%	333,540,321	185,824,451	56%
Other Operating Expenses	4,441,118	5,623,538	1,182,420	21%	13,363,246	8,922,128	67%
Total Operating Expenses	152,156,988	162,799,873	10,642,885	7%	346,903,567	194,746,579	56%
Operating Income (Loss)	56,294,697	49,166,776	7,127,921	14%	36,243,342	(20,051,355)	
Total Nonoperating Income/(Expense)	(271,690)	(240,243)	(31,447)	-13%	(380,692)	(109,002)	29%
Change in Net Position	\$ 56,023,007	\$ 48,926,533	\$ 7,096,474		\$ 35,862,650	\$ (20,160,357)	

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.

<b>Date</b>	<b>Vendor</b>	<b>Memo/Description</b>	<b>Amount</b>
11/03/2025	PARTICIPATE ENERGY FUND LLC	Sep. 2025 PPA Period 9/4/25-10/3/25	1,557.56
11/03/2025	SDG&E (Procurement)	Billing Period: Jan 01, 2026 to Jan 31, 2026	460,921.70
11/03/2025	THE ENERGY AUTHORITY (CHANNELSIDE)	October 2025 - CAISO Weekly Statement of Activity (10/10/25-10/16/25) Total CHSD	133,519.01
11/03/2025	THE ENERGY AUTHORITY (ENERGY SETTLEMENTS)	October 2025 - CAISO Weekly Statement of Activity (10/10/25-10/16/25) Total	240,704.36
11/04/2025	BRENTECH INCORPORATED	1 SonicWall Firew all TZ480 w/ Rackmount, 15 GVC VPN Users - 2	5,799.25
11/04/2025	CALPINE ENERGY SOLUTIONS (Data MGR)	September 2025 Services	295,061.95
11/04/2025	USPS	First-Class Mail and First-Class Package Service	974.18
11/05/2025	Ana Marie Alarcon	Expense report - Nov 4, 2025	2,853.88
11/05/2025	Ana Marie Alarcon	Expense report - Nov 4, 2025	2,623.11
11/05/2025	River City Bank CC	October/November 2025 CC Statement	3,220.09
11/05/2025	River City Bank CC	October/November 2025 CC Statement	6,420.26
11/05/2025	Summit Advocacy LLC	October 2025 Lobbying Consulting Services	7,000.00
11/05/2025	USPS	First-Class Mail and First-Class Package Service	12,774.52
11/06/2025	Alcaraz, Sophia	Oct 27, 2025, to Oct 28, 2025	436.10
11/06/2025	BRENTECH INCORPORATED	20 VEEAM Microsoft 365 Backup Protection (monthly subscription)	200.00
11/06/2025	MCCAULEY, KAYLIN (contractor)	October 2025	297.50
11/06/2025	Neyenesch Printers	1,725 Move Notice Mailing 10/21 and 10/28	2,563.38
11/06/2025	SDG&E(Service Fees)	September 30, 2025.	61,476.08
11/06/2025	SDRMA	December 2025 Benefits Coverage	20,557.44
11/06/2025	STERN, ANDREW	For the period from October 1, 2025 through October 31, 2025	16,055.36
11/06/2025	The Bayshore Consulting Group, Inc	October 2025 - CEA Consulting	3,412.50
11/06/2025	USPS	First-Class Mail and First-Class Package Service	370.00
11/07/2025	EMPOWER (401a)	Employee Retirement -11/05/2025	10,932.29
11/07/2025	EMPOWER (457b)	Employee Retirement -11/05/2025	5,782.30
11/10/2025	ATRIA WORKSPACE (AVANTI)	December 2025 Rent	5,189.60
11/10/2025	Neyenesch Printers	32,794 CEA Power Content Label Mailing for 2024 PCL	3,136.55
11/10/2025	THE ENERGY AUTHORITY (ENERGY SETTLEMENTS)	October 2025 - CAISO Weekly Statement of Activity (10/17/25-10/23/25) Total	23,800.57
11/12/2025	Maher Accountancy	Annual Financial Statement Audit Management Fee	10,000.00
11/13/2025	DYNASTY POWER	September 2025 (True up for PV source) - Environmental Attribute Preliminary balance	725,700.00
11/13/2025	Evolution Affairs, LLC	Oct. 2025 - Professional Services (Check-in meetings, committee/B	962.50
11/14/2025	BRENTECH INCORPORATED	1 Rolling TV Stand - Adjustable Height and Tilt, Up To 82" TV, Metal	250.41
11/14/2025	FABICK, EMILY	Team Meeting Breakfast	145.84
11/14/2025	Reynolds, Tiffany	Expense Report for November 6,2025	11.25
11/14/2025	State Compensation Insurance Fund	Monthly - Worker's Comp AUTOPAY	564.42
11/17/2025	THE ENERGY AUTHORITY (CHANNELSIDE)	October 2025 - CAISO Weekly Statement of Activity (10/24/25-10/30/25) Total CHSD	88,793.91
11/17/2025	THE ENERGY AUTHORITY (ENERGY SETTLEMENTS)	October 2025 - CAISO Weekly Statement of Activity (10/24/25-10/30/25) Total	143,839.83
11/17/2025	Tullett Prebon Americas Corp	10/27/2025 through 12/31/2025 - Location: PCC1	4,650.00
11/19/2025	USPS	First-Class Mail and First-Class Package Service	1,068.34

11/20/2025	BRAUN BLAISING SMITH WYNNNE	September 2025 - General Matters	3,429.32
11/20/2025	CALPINE ENERGY SERVICES L.P.	OCT 2025 - CAP-CAISO	40,000.00
11/20/2025	EDF TRADING NORTH AMERICA	October 2025 - Capacity Purchase	588,750.00
11/20/2025	ES 1A Group 2 Opco, LLC	OCT 2025 - Resource Adequacy	108,360.00
11/20/2025	KARBONE INC.	REC transaction dated February 7, 2025	115,302.00
11/20/2025	LEAPFROG POWER, INC.	November 2025 - CEA RA	17,176.00
11/20/2025	Orange County Pow er Authority(Vendor)	October 2025 - System Flex	1,000,000.00
11/20/2025	SEMPRA	OCT 2025 - Capacity Purchases	912,500.00
11/20/2025	Sonoma Clean Pow er Authority	\$10.00/kW Month	410,000.00
11/20/2025	Sonoma Clean Pow er Authority	\$9.00/kW Month	270,000.00
11/20/2025	WESTERN POWER & STEAM II, LLC	Nov 2025 RA	85,000.00
11/20/2025	WESTERN POWER & STEAM II, LLC	Prepayment Jan 2026 RA	592,000.00
11/21/2025	New Gen Strategies & Solutions	October 2025 -Project: CEA SDG&E ERRRA REGULATORY SUPPORT 2024-2026	14,355.00
11/24/2025	Alcaraz,Sophia	ER Nov 18, 2025	248.89
11/24/2025	Alcaraz,Sophia	ER Nov 19, 2025	41.05
11/24/2025	Amy Williams	Expense Report 11/11/2025	181.55
11/24/2025	DYNASTY POWER	October 2025 - Environmental Attribute Net balance	1,277,075.00
11/24/2025	DYNASTY POWER	October 2025 - Electrical Energy	438,823.93
11/24/2025	EMPOWER (401a)	Employee Retirement -11/20/2025	10,932.29
11/24/2025	EMPOWER (457b)	Employee Retirement -11/20/2025	5,782.30
11/24/2025	Maher Accountancy	Nov. 2025 services	13,000.00
11/24/2025	Neyenesch Printers	2,854 Move Notice Mailing 11/5 and 11/12	390.22
11/24/2025	Pow erex	November 2025 transactions - PCC1 - installment 12 of 12 (2025)	61,687.50
11/24/2025	Resi Station LLC (Renew Home)	October 2025 - Proxy Demand Response CEA	11,338.90
11/24/2025	SAAVI ENERGY SOLUTIONS, LLC.	FEB 2026- Firm Resource Adequacy - Prepayment	1,096,500.00
11/24/2025	THE ENERGY AUTHORITY (CHANNELSIDE)	November 2025 - CAISO Weekly Statement of Activity (10/31/25-11/6/25) Total	52,031.81
11/24/2025	THE ENERGY AUTHORITY (ENERGY SETTLEMENTS)	November 2025 - CAISO Weekly Statement of Activity (10/31/25-11/6/25) Total	110,635.53
11/24/2025	THE ENERGY AUTHORITY (SERVICES FEES ONLY)	October 2025 - Resource Management Monthly Fees	20,991.53
11/25/2025	Hall Energy Law PC	October 2025 - Fees for Professional Services	4,290.00
11/25/2025	Pacific Energy Advisors, Inc	October 2025 - Technical Consulting Advisors & Channelside	40,170.00
11/25/2025	SDG&E(Service Fees)	For services rendered under Schedule CCA for period October 1, 2025 to October 31, 2025.	62,490.74
11/26/2025	Keyes & Fox LLP	October 2025- Professional Services	46,247.29
11/26/2025	Tripepi, Smith & Associates, Inc.	OCT 2025 - Communications and Marketing Services	3,628.75
Multiple	Multiple	NEM Cash Out	197,538.16
		<b>Total from Operating Account</b>	<b>9,914,523.80</b>
11/24/2025	MORGAN STANLEY CAPITAL GROUP, INC.	Oct 2025 - Energy	4,852,269.98
11/24/2025	NRG (Formerly DIRECT ENERGY)	Sep-25	3,414,856.50
11/24/2025	Shell Oil North America	SEP 2025 - Pow er	4,947,768.54
11/24/2025	Tecolote Wind LLC	October 2025 - Resource Adequacy Benefits	84,812.50
		<b>Total from Lockbox Account</b>	<b>13,299,707.52</b>



## Staff Report

**DATE:** January 29, 2026

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Gregory Wade, Chief Executive Officer

**ITEM 4:** Consider Adoption of Resolution No. 2026-001 Making 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. 2026-001 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. CEA also reached out to the member agencies and asked them to advertise the vacancy within their respective communities. The application window was open for 56 days, October 27, 2025 – December 22, 2025. The Board Secretary received a total of 5 applications. The number of applications per member agency is reflected below:

Agency	No. of Applications Received
Carlsbad	1
Del Mar	1
Escondido	0
Oceanside	1
San Marcos	1
Solana Beach	1
Vista	0

The CAC currently has 2 unfilled seats with terms that expired December 2025. The application period for these seats will be open starting today and closing on February 10, 2026.

Board Members were given 13 days to review the applications for their respective agencies and select one applicant to recommend to the full Board of Directors for appointment. The Board Member selections were as follows:

Member Agency	Appointee
Carlsbad	Lynda Daniels
Del Mar	Ann Feeney
Escondido	Vacant
Oceanside	Roger Davenport
San Marcos	John Mosher
Solana Beach	Debra Schade
Vista	Vacant

**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. 2026-001

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2026-001**

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

**WHEREAS**, the 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**, the 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 January 29, 2026, each of the Board Members from the cities of Carlsbad, Del Mar, Oceanside, San Marcos and Solana Beach 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 the Clean Energy Alliance approves and appoints the following persons to serve as members on the CAC:

Member Agency	CAC Appointee	Term Expiration
Carlsbad	Lynda Daniels	December 31, 2027
Del Mar	Ann Feeney	December 31, 2027
Oceanside	Roger Davenport	December 31, 2027
San Marcos	John Mosher	December 31, 2027
Solana Beach	Debra Schade	December 31, 2027

The foregoing Resolution was passed and adopted this 29th day of January, 2026, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

---

[VACANT], Board Chair

ATTEST:

---

Ana Marie Alarcon, Clerk to the Board



## Staff Report

**DATE:** January 29, 2026

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Greg Wade, Chief Executive Officer

**ITEM 5:** Consider Resolution No. 2026-002 Approving the 2026 Community Advisory Committee Meeting Schedule and Work Plan and Review of the 2025 Subcommittee Reports

---

**RECOMMENDATION:**

That the Clean Energy Alliance (CEA) Board of Directors (Board) review the 2025 Reports of the Ad-Hoc Subcommittees of the Community Advisory Committee and Adopt Resolution No. 2026-002 Approving the 2026 Community Advisory Committee Meeting Schedule and Work Plan.

**BACKGROUND AND DISCUSSION:**

Pursuant to the Clean Energy Alliance (CEA) Community Advisory Committee (CAC) Policy (Attachment C), the CAC is comprised of two (2) appointees from each member agency for a total of 14 CAC members representing CEA’s 7 member agencies. The CAC Work Plan and meeting schedule is determined annually by the CEA Board.

The objectives of the CAC are to provide feedback to the Board, act as a liaison between the Board and the community and serve as a forum for community input on matters assigned to the CAC by the Board in the annual Work Plan. The CAC does not have any decision-making authority but serves as an advisory body to the CEA Board. The 2025 CAC Work Plan is detailed below:

MEETING DATE	WORK PLAN/TOPICS
February 13, 2025 1 pm – 3 pm Oceanside Council Chambers	Board Organization Update CAC Orientation/Brown Act Review Review Strategic Plan/Organizational Update Ad-Hoc CAC Subcommittees Discussion
April 10, 2025 1 pm – 3 pm Oceanside Council Chambers	CEA Budget Update Energy Program Plan Input Rate Premiums
June 12, 2025 1 pm – 3 pm Oceanside Council Chambers	Review CEA Draft FY 2025/26 Budget Programs Update
October 9, 2025 1 pm – 3 pm Leucadia Wastewater District	2025 Achievements and 2026 Workplan Suggestions Climate Action Plan Updates

During the last year, the CAC met as a full committee five times between February - October, formed ad-hoc subcommittees to discuss relevant issues around topics covered in the 2025 Work Plan and many of its members volunteered at numerous community outreach events. The 2025 ad-hoc subcommittees were:

- Multi-unit & Manufactured Housing Opportunities
- Local Generation and Storage Potential Committee
- Social Media, Community Outreach, & Communication Strategies to Increase Customer Engagement

The subcommittees' final reports can be found in Attachment B.

There was some interest expressed by CAC members to meet monthly. However, given the proposed work plan, Staff recommends continuing the bimonthly meeting schedule, meeting on the second Thursday of the month, with the exception of not scheduling a meeting for the month of December 2026. Below is the draft 2026 Schedule and Work Plan, which reflects staff recommendations:

MEETING DATE	WORK PLAN/TOPICS
February 12, 2026 1 pm – 3 pm Leucadia Wastewater District Board Room	Chair/Vice Chair Election Board Organization Update/Work Plan Review Rate Relief Measures Programs Plan
March 12, 2026 1 pm – 3 pm Leucadia Wastewater District Board Room	Discussion of Ad-Hoc CAC Subcommittee Formation for 2026 Work Plan Items Energy Programs Plan/Survey Results
May 14, 2026 1 pm – 3 pm Leucadia Wastewater District Board Room	CEA Budget Update Hydrogen Vehicle Fueling Stations
July 9, 2026 1 pm – 3 pm Leucadia Wastewater District Board Room	Review CEA Draft FY 2026/27 Budget Programs Update New DER Technologies and integration
September 10, 2026 1 pm – 3 pm Leucadia Wastewater District Board Room	Update on outside organization collaboration Social Media Marketing Efforts & Website Updates
November 12, 2026 1 pm – 3 pm Leucadia Wastewater District Board Room	Ad Hoc Subcommittee Work for Board Presentation 2026 Achievements and 2027 Workplan Suggestions

Staff also recommends providing guidance to the CAC that any subcommittees formed should be formed on an ad hoc basis to work on one or more items on the above 2026 CAC Workplan or other items that the Board may delegate from time to time.

**FISCAL IMPACT:**

The cost of the CAC meetings is 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. 2026-002
- B. 2025 Ad-hoc Subcommittee Final Reports
- C. Clean Energy Alliance Community Advisory Committee Policy

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2026-002**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLEAN ENERGY ALLIANCE  
APPROVING THE 2026 COMMUNITY ADVISORY COMMITTEE MEETING  
SCHEDULE AND WORKPLAN**

**WHEREAS**, the 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**, the CEA Community Advisory Committee (CAC) Policy states that the CEA Board shall determine the annual CAC meeting schedule and workplan; and

**WHEREAS**, special meetings of the CAC will be called as necessary and following the requirements of the Brown Act (Government Code §54954).

**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 hereby establishes the following dates, times, and location, for regular CAC meetings during calendar year 2025:

Location: Leucadia Wastewater District, Board Room  
1960 La Costa Ave,  
Carlsbad, CA 92009

February 12, 2026	1 p.m.
March 12, 2026	1 p.m.
May 14, 2026	1 p.m.
July 9, 2026	1 p.m.
September 10, 2026	1 p.m.
November 12, 2026	1 p.m.

Section 2. That the calendar year 2026 meeting calendar will be posted to the Clean Energy Alliance website.

Section 3. The Board of Directors of Clean Energy Alliance hereby establishes the following Workplan CAC meetings during calendar year 2026:

MEETING DATE	WORK PLAN/TOPICS
February 12, 2026 1 pm – 3 pm Leucadia Wastewater District Board Room	Chair/Vice Chair Election Board Organization Update Rate Relief Measures Programs Plan
March 12, 2026 1 pm – 3 pm Leucadia Wastewater District Board Room	Discussion of Ad-Hoc CAC Subcommittee Formation for 2026 Work Plan Items Energy Programs Plan/Survey Results
May 14, 2026 1 pm – 3 pm Leucadia Wastewater District Board Room	CEA Budget Update Customer Experience Hydrogen Vehicle Fueling Stations
July 9, 2026 1 pm – 3 pm Leucadia Wastewater District Board Room	Review CEA Draft FY 2026/27 Budget Programs Update New DER Technologies and integration
September 10, 2026 1 pm – 3 pm Leucadia Wastewater District Board Room	Update on outside organization collaboration Social Media Marketing Efforts & Website Updates
November 12, 2026 1 pm – 3 pm Leucadia Wastewater District Board Room	Ad Hoc Subcommittee Work for Board Presentation 2026 Achievements and 2027 Workplan Suggestions

Section 4. If the CAC chooses to establish any subcommittees, such subcommittees shall be established on an ad hoc basis to work on one or more of the above 2026 CAC Workplan items or other items as may be delegated by the Board to the CAC from time to time.

The foregoing Resolution was passed and adopted this 29th day of January, 2026, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
[VACANT], Board Chair

ATTEST:

\_\_\_\_\_  
Ana Marie Alarcon, Clerk to the Board

October 7, 2025

**CLEAN ENERGY ALLIANCE  
COMMUNITY ADVISORY COMMITTEE SUBCOMMITTEE REPORT**

**Subcommittee Name:** Social Media, Community Outreach, & Communications Strategies to Increase Customer Engagement

**Subcommittee Members:**

**Chair:** Dolores Davies Jamison (Del Mar)

**Member:** Paige DeCino (Carlsbad)

**Member:** Linda Daniels (Carlsbad)

**Member:** Jas Grewal (Del Mar)

**Mission Statement:**

To provide useful feedback to the CEA communications and outreach team on social media, community outreach and communications strategies that could effectively increase customer understanding and engagement with CEA, resulting in more opt ups to 100% renewable energy, and a rise in program sign-ups.

**Problem Areas Identified:**

— Entities like CEA, which do not possess a large resource of images (unlike museums, zoos, restaurants, and product-oriented companies) that can be used to promote themselves and their programs, have a much more challenging time engaging with audiences and marketing themselves on social media.

— Since CCA's are relatively new to North County and San Diego, and CEA itself is also relatively new, many customers do not grasp the value of CCA's and lack an understanding of how CCA's function and how they benefit the community. This is especially true with younger CCA's that don't yet have a wealth of visible, tangible local projects that can be promoted.

— In spite of various social media promotions and marketing campaigns, these current realities serve to hamper CEA's ability to engage customers to opt up to 100% renewable energy and sign up for other programs.

## **CAC Subcommittee Recommendations to Board to Address Problem Areas:**

Over the last year, CEA staff have made visible progress in social media engagement, especially on Linked In, the most business-oriented platform. We believe that CEA can continue to make progress in terms of customer engagement and increasing opt ups by: adopting more strategic social media tactics; increasing the number of face-to-face tabling at community events and venues; and establishing a CEA advocacy group, that could include interested CAC members and Green Impact Champions. The following are our specific recommendations.

### **Social Media:**

—By adopting a more opportunistic approach on social media platforms—such as Instagram—staff could increase its level of engagement and potential opportunities for collaboration by following a much greater number of Instagram users. We would suggest that CEA start following:

- Municipalities/elected officials in the region;
- CalCCA and all CCA's;
- CEA and CAC board members;
- Civic and business groups in the region;
- CEA partners;
- News media;
- Like-minded nonprofits;
- Regional governmental organizations;
- Green Impact customers;
- Universities and school districts in the region.

CEA currently has 383 followers yet only follows 12 users on Instagram. An easy way to strengthen this base is to begin following those users who currently follow CEA and fall into one of the aforementioned categories. If there are other key Instagram users from the above groups who are not followers, CEA could also begin following them.

—CEA staff are well aware that there is a greater need for people-centric posts on social media. Given that YouTube is now the most popular social media platform, CEA should make the production of more “Tiny Mic” video clips, clearly and succinctly explaining various aspects of CEA and it's activities, a top priority. These might include interviews with CEA Green Impact Champions, who could discuss why they opted up and their perceptions of CEA, and interviews with CEA's CEO and select board members, staff and CEA partners.

—CEA might also want to consider identifying and retaining an especially articulate journalist or clean energy advocate who could persuasively make the case for CEA and opting up in a new video. This video could be an important resource on CEA's YouTube channel, but could also be deployed more broadly—on the website, on social media, in emails, etc.

—CEA staff might also want to develop a greater variety of educational yet fun factoid-type posts that could increase awareness and understanding among customers and followers on social media platforms. Several good examples of these educational posts can be viewed on Instagram and other social media platforms. These include “Clean Energy Terms You’ve Heard...But Never Really Understood,” “How Much Energy Does it Take to...” (make your toast in the morning, heat your bath water, etc.), and “Guess the Carbon Footprint” (how much CO2 do everyday activities really produce). These and other good examples posted by MCE (Marin Clean Energy, California’s first CCA) are attached.

### **Community Outreach:**

—While CEA is not likely to expand its member jurisdictions in the near future, the need for community outreach and engagement will remain a high priority for CEA, in order to increase opt ups, program engagement, and growth. While collaborating with like-minded organizations on Earth Day and other major environmental events should continue to be pursued, increasing resident and customer exposure to CEA by having regular tabling events—perhaps with CAC members—at public libraries, city halls, farmers markets and other venues—which large numbers of residents frequent—could also be a simple yet effective strategy that could increase public and customer understanding of CEA, which could help to move the needle on opt-ups.

—There are currently a few challenges related to the Brown Act that prohibit CAC members from engaging with residents on social media platforms. This has resulted in occasional negative posts by unsupportive and uninformed residents that are often not clarified or rebutted. Although CEA seems to prefer that such examples be brought to their attention for possible responses, this prevents CAC members from serving as true CEA advocates, especially on social media. It is desirable for CEA to have strong advocates in North County communities, as members of the community can often be more persuasive in winning over neighbors than CEA representatives.

If CEA wishes to move in this direction, we would recommend establishing a group of CEA advocates, including interested CAC members as well as Green Impact Champions in the community. All Green Impact Champions and CAC advocates should be provided with sizable Green Impact Champion brand logos that can be added to email signature blocks. Designated members could respond to posts (in collaboration with CEA) on different social media platforms, and could also help in monitoring and responding to comments made in other media outlets. This advocacy group could increase awareness, help build support, and ensure that there is accurate information on CEA and its programs on social media platforms like NextDoor, community newsletters, blogs and other neighborhood publications.

### **Communications:**

—Given that there are restrictions in terms of sending promotional post cards and other marketing materials along with bills sent to customers, CEA should consider other strategies for

communicating via postal mail and email. It may be best to develop a media kit that includes items that can be sent and posted online that: fill in the blanks about CEA and answer the questions most residents and customers have; promote specific projects and include quotes from customers who have signed up or opted up; and provide contact information for a direct response. These materials can also be used at local tabling events, on social media, on the CEA website, as reference materials for CAC members in their communities, and for members of the news media. Regarding the news media, local radio or TV interviews and op-ed pieces with CEO/board members/community partners should also be considered, as they can otherwise increase awareness and serve as promotional tools after the fact.

—In addition to the media kit described above, it would behoove CEA to provide CAC members with a set of general and specific issue-oriented messaging/talking points and public statements so that members can serve more effectively as CEA advocates in their communities. Although we are aware that CEA has a very comprehensive, full-size brochure that is used during community presentations, it might be desirable to produce a smaller, multi-fold brochure/handout, that could easily be mailed or distributed to residents at community events, including those mentioned above under “Community Outreach.” It would be desirable to provide this information to new members who join CAC, to help orient them to CEA and clarify CEA’s goals, and the board’s expectations in terms of the CAC’s function and purpose.

## Attachment

### 1. Social Media Factoid Posts

Posts  
mcecleanenergy

Follow

MCE mcecleanenergy

### 3 SURPRISING THINGS YOU DIDN'T KNOW ABOUT CLEAN ENERGY

*You don't need solar panels to get renewable power*

*The costs of wind and solar have fallen by roughly 50% over the last decade*

*Clean energy creates jobs*

12 1

An Instagram post from the account 'mcecleanenergy'. The post features a background image of a field with yellow wildflowers and solar panels in the distance. The main text reads '3 SURPRISING THINGS YOU DIDN'T KNOW ABOUT CLEAN ENERGY'. Three Polaroid-style photos are pinned to the image, each containing a fact: 'You don't need solar panels to get renewable power', 'The costs of wind and solar have fallen by roughly 50% over the last decade', and 'Clean energy creates jobs'. The post shows 12 likes and 1 comment. The Instagram navigation bar is visible at the bottom.

**Posts**  
mcecleanenergy

Follow

**YOU HAVE THE  
POWER TO RECEIVE  
100% RENEWABLE  
ENERGY WITH  
MCE'S DEEP GREEN.**



9 1

mcecleanenergy You have the power to choose where your energy comes from. With MCE, you can opt into Deep Green, our more

Home Search Add Post Video Profile



Posts mcecleanenergy Follow

7 1

mcecleanenergy What can \$5 in electricity do? Way more than you think! From powering days of light to heating your morning toast (and your bath... more

June 6

mcecleanenergy Original audio

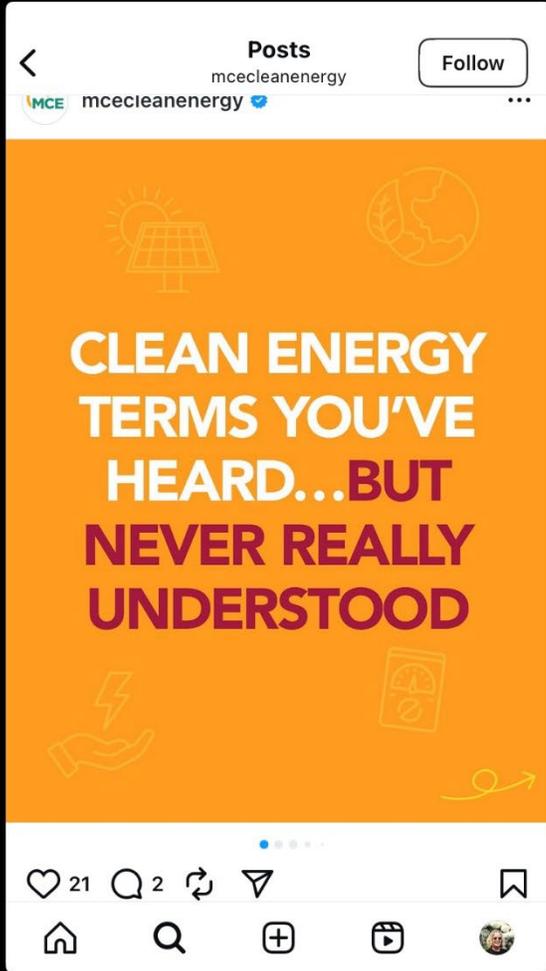


Posts  
mcecleanenergy

MCE mcecleanenergy

**CLEAN ENERGY  
TERMS YOU'VE  
HEARD...BUT  
NEVER REALLY  
UNDERSTOOD**

21 2



 **Posts**  
mcecleanenergy Follow



# Guess the Carbon Footprint!

9 1

mcecleanenergy How much CO<sub>2</sub> do everyday actions really produce?  
It's time to put your eco-knowledge to the... more  
February 13





## COMMUNITY ADVISORY COMMITTEE SUBCOMMITTEE REPORT

13 October 2025

**Subcommittee Name: Local Generation and Storage Potential Committee**

### **Subcommittee Members:**

Chair: Joe Houde (Vista)  
Member: Roger Davenport (Oceanside)  
Member: Kevin Norris (San Marcos)  
Member: Mika Nagamine (Solana Beach)

### **Mission Statement:**

*Examine the potential for local generation and for implementation of distributed generation and storage facilities within the CEA boundaries and examine possible approaches to reduce reliance on long-distance renewable energy generation and transmission resources. Consider the City of Oceanside as a first case study.*

### **Problem Areas Identified:**

For decades, San Diego Gas & Electric Co. pursued an approach that discouraged rooftop and other local generation resources in favor of large industrial solar and wind plants placed far away in the mountains and deserts of California. Although the cost of generation was low, this approach led to the necessity for long transmission lines, which increased delivered energy costs and increased risks for wildfires and other problems. For example, about ¾ of present-day residential electricity costs in our area are for “transmission and distribution” which is mostly transmission costs.

### **Potential Solutions for the High Cost of Energy**

Local generation, especially behind-the-meter solar, results in lower delivered electricity costs for consumers since transmission and distribution costs are reduced or eliminated. When combined with local storage and micro-grids this can also help reduce the energy cost, make our cities and our region

more resilient and self-sufficient, and further reduce the need for long-distance transmission lines and far-flung power plants.

### **Actions and Results:**

Our subcommittee met and discussed issues related to a move to more distributed (and local) generation and storage. Recognizing that this move would only make sense if there was enough local potential to make a significant impact, we decided to spend some time evaluating the potential for local generation in a particular area. We chose Oceanside as a test case.

From documents like the Oceanside CAP, we determined that the baseline electricity usage for the City was about 500 GWh per year. How can we make this much renewable source of energy available to the city?

Suppose we decided to produce 250GWh using rooftop solar panels. According to the Energysage website (<https://www.energysage.com/solar/how-many-solar-panels-do-i-need/>), the number of solar panels can be calculated using the formula: Annual electricity usage in kwh / production ratio / panel wattage. The same website also mentions that California’s average solar production ratio is about 1.5, and a panel wattage is, in general, 450w. Plugging these values into the formula gave us that approximately 370,000 panels can produce 250 GWh per year. The size of each panel is usually about 5.5 feet x 3.3 feet, which is about 18 sq ft.  $18 \text{ sq ft} * 370,000 = 6,660,000 \text{ sq ft}$ .

Let’s estimate how many roofs we need to cover 6,660,000 sq ft. According to Project Sunroof web site ([https://sunroof.withgoogle.com/data-explorer/place/ChIJPV4oX\\_65j4ARVW8IJ6IJUYs/#:~:text=Here's%20some%20information%20about%20solar%20potential%20in,%20Electricity:%2026.1K%20kWh%20AC%20per%20yr](https://sunroof.withgoogle.com/data-explorer/place/ChIJPV4oX_65j4ARVW8IJ6IJUYs/#:~:text=Here's%20some%20information%20about%20solar%20potential%20in,%20Electricity:%2026.1K%20kWh%20AC%20per%20yr)), a median usable roof area for solar panels is about 775 sq ft in California. Based on these values, we estimated the number of roofs we might potentially need to produce 250GWh as  $6,660,000 \text{ sq ft} / 775 \text{ sq ft}$ . This calculation brought back about 8,600 roofs. Oceanside city has 65,426 housing units (<https://www.ci.oceanside.ca.us/government/about-us/city-at-a-glance>). In other words, installing solar panels on approximately 13% of housing units in Oceanside could produce 50% of total electricity usage for the city. If parking lots, the roofs of large commercial buildings, apartments, and some open space areas like around Oceanside airport are equipped with solar panels, the % of housing units needed to have solar panels would decrease.

We thought this was encouraging, but because most of this energy was from solar, we still needed additional resources to cover night-time energy use. Two approaches were identified to help: 1) storage, both local and utility-scale; and, 2) off-shore wind energy, which tends to be almost a 24/7 resource.

The CEA already has programs to promote and install local storage at small scale (e.g., homes), and is active in pursuing larger-scale nearby storage facilities such as the flow battery project at Camp Pendleton. We encourage continuation and expansion of these efforts.

But even once we have more storage in place, we would still need more generation in order to make our area self-sufficient. Off-shore wind seems an ideal candidate for this, since it is a proven technology with a higher capacity-factor than solar, and is available nearby. Our research indicated a 2,000 unit off-shore plant 20 miles offshore could provide 4-7 times the total amount of energy needed

for all of the CEA territory. This would give CEA more energy than we could use, which could be a boon as we shared and exported energy to other nearby CCA's in San Diego and Orange County.

**CAC Prioritized Recommendations to Board to Address Problem Areas:**

1. Advocate and adopt a state and city policy 1) to make local energy production and storage a priority in order to reduce dependence on far-flung generation sources and long transmission lines, and 2) to reduce consumer costs and make our service territory more resilient and self-sufficient.
2. Continue and expand programs to implement local distributed electricity generation and storage, such as the **Solar Plus** and **Battery Bonus** residential programs.
3. Provide an incentive that encourages businesses to incorporate solar production and storage in commercial and industrial buildings, parking lots, and other suitable locations.
4. Look into CEA control/use of distributed storage resources to provide grid support services and reduce needs for peakers and imported power.
5. Examine the potential for local offshore wind power to provide high-capacity-factor electrical power to our area. Consider the San Onofre site for on-shoring of wind power and for utility-scale storage since infrastructure already exists there for power distribution to the CEA service area as well as to Orange County.
6. Consider teaming with other local CCA's to develop new local energy sources such as off-shore wind to be shared.



CLEAN ENERGY ALLIANCE  
COMMUNITY ADVISORY COMMITTEE SUBCOMMITTEE REPORT  
December 19, 2025

**Subcommittee Name: Multi-unit & Manufactured Housing Opportunities**

**Subcommittee Members:**

Member: John Mosher (San Marcos)

Member: Tracy Reed (Escondido)

Member: Joe Houde (Vista)

**Mission Statement:**

*Evaluate energy saving options for multi-tenant housing and mobile/manufactured home communities. Evaluate Community Solar for Mobilehome Parks, Schools, Condominiums and other multi-tenant developments.*

**Problem Areas Identified:**

Complex regulatory interconnection rules, billing and eligibility requirements pose problems for many who may benefit from Community Solar Projects.

Challenging issues:

- Financing for Community Solar Projects
- The existing grid infrastructure, its capacity and type of metering and billing.
- Community awareness creation with strong outreach and education programs.
- Virtual Net Energy Metering (VNEM or VNM) policies.

**CAC Prioritized Recommendations to Board to Address Problem Areas:**

We recommend:

- CEA should negotiate and arrange installation of community solar arrays and offer related services to the half of us who live in mobile homes and multi-tenant homes. CEA should prepare marketing campaigns to attract users and lower costs.
- CEA should endorse plug-and-play solar, increase market awareness and urge retailers

such as Costco to carry relevant products.

- Prepare heatmaps for each city and community Use the heatmaps to devise programs e.g., community solar and plug-and-play solar, to reduce the energy burden on financially stressed customers.
- Rather than curtailment, consider offering MFH occupants three free hours of energy at midday. This could be used to charge batteries.
- Investigate Virtual Net Energy Metering opportunities for residents served by CEA.

November 9, 2023

## CPUC Revised Proposal on “Virtual Net Metering” and “Aggregate Net Metering” Still Puts Solar Out of Reach for Schools, Farms, Businesses, and Many Apartments

**The future of solar for schools, farms, apartment renters, and businesses remains on the line with a vote scheduled for November 16**

San Francisco—The California Public Utilities Commission (CPUC) released a new proposed decision late Wednesday night regulating how solar is used and credited on multimeter properties. The new proposal would still make solar unaffordable for California schools, farms, apartment buildings and businesses with multiple tenants.

A vote by the CPUC on the proposal is scheduled for November 16, following multiple delays. A coalition of advocates and solar consumers are pressing for more changes in advance of the vote next week.

“California should be in the golden age of solar,” said CALSSA Executive Director Bernadette Del Chiaro. “But our state’s regulators – backed by powerful utilities that fear solar competition – seem intent on halting California’s clean energy progress. We are already seeing notable job loss and small business closures from last year’s attack on solar for single-family homes, which will knock the state off track for meeting clean energy goals needed to fight climate change. Now the CPUC is doing even more damage, kicking an industry while it’s down, by putting solar out of reach for schools, farms, small businesses and apartments that want to save money and do their part for the environment.”

At issue are proposed changes to the Virtual Net Energy Metering (VNEM) and Net Energy Metering Aggregation (NEMA) programs. The programs let properties with multiple electric meters install a solar system for the entire property, sharing one solar system’s electricity and net metering credits with all customers and meters on that property, including for shared energy needs such as EV charging. This brings the benefits of going solar to many types of consumers who otherwise would not benefit from Net Energy Metering (NEM), the program that makes solar more affordable by crediting consumers with solar systems for the excess energy they produce and share back with the energy grid.

Last December the CPUC drastically reduced the value of solar credits for single-family homes under the so-called “NEM-3” decision. The CPUC’s original proposed changes to VNEM and NEMA, issued earlier this summer, went even further by denying multiple-meter properties the ability to consume the energy that they produce on-site. Instead, the proposal would force these consumers to buy their own solar electricity from the utility at full retail prices, even when using the energy directly in real time. The end result would

essentially [eliminate the incentive to install rooftop](#) solar at apartments, farms, schools, and small businesses.

Farm, schools, and small businesses with multiple meters are still left out from the benefits of going solar in the CPUC's revised proposed decision released on Wednesday, which made no changes to the previous proposal regarding those types of properties.

The revised proposal does take a step forward relative to the original one by allowing net energy metering for residential meters in apartment complexes. However, the meters in common areas of apartments would not be able to participate under the new proposal. That removes a big motivation for apartment owners to install solar in order to decrease costs for hallway lighting, outdoor lighting, office equipment, elevators, and shared resources like pools, laundry, exercise facilities and EV charging stations. If it is not cost effective for apartment owners to install solar, individual tenants cannot benefit either. In addition, making it difficult for apartment complexes to power EV chargers with solar would result in fewer EV chargers getting installed for tenants.

Solar supporters and consumers, including tenant rights advocates, housing developers, farmers and school leaders from around the state have called attention to the harmful impacts of the CPUC's proposal in terms of keeping solar affordable for all types of consumers and advancing clean energy as part of California's fight against climate change.

"This proposal weakens the economic incentives for solar adoption in multi-family housing by stripping away the cost savings for the building owner," said Gary DeLong, Vice President, California Rental Housing Association. "Consequently, it hinders the transition to electric-powered buildings by blocking the use of on-site solar energy to adequately offset costs associated with electric vehicle charging and other electrification retrofits."

"This proposal undercuts the economics of putting solar on multi-family properties by eliminating any savings for the apartment building owner," said Daniel Hardy, Founding Partner, Clear Capital, LLC. "In doing so, it also undercuts efforts to electrify apartment buildings by cutting off the ability to use onsite solar to cover EV charging and other electrification costs. Ultimately, the CPUC is harming our mission to protect the environment and support sustainable energy production for our communities."

"Schools rely on Net Energy Metering Aggregation for affordable, reliable power in the face of rate hikes and frequent Public Safety Power Shut Offs which otherwise force us to reduce funding for direct services to students, or to shut down schools interrupting education, food distribution, emergency shelters, and other critical services," said Nancy Chaires Espinoza, Executive Director of the School Energy Coalition. "Schools want to help

our state meet its climate goals and to comply with new mandates, but we cannot install rooftop solar on school sites, convert district vehicle and bus fleets to electric vehicles, and install charging infrastructure in parking lots without any financial benefit to help us finance these significant investments.”

Hundreds of organizations and businesses representing [clean energy and renters' rights advocates](#), [affordable housing](#), [farms](#), and [schools](#)—as well more than [135 local elected officials](#)—are calling on the California Public Utilities Commission (CPUC) to reject proposals that make it nearly impossible for their constituencies to benefit from rooftop solar and battery storage.

# Virtual Net Energy Metering

The Virtual Net Billing Tariff was adopted in Decision 23-11-068 as the successor to the VNEM tariff. As of February 15, 2024, all new, interested applicants will take service on the Virtual Net Billing Tariff unless they qualify for the SOMAH or MASH VNEM tariffs,

Virtual net energy metering (VNEM or VNM) enables property owners to share benefits of an onsite renewable electrical generation facility (REGF) with their tenants.<sup>1</sup> In a VNEM arrangement, the owner of a multi-meter property allocates portions of the energy credits from the property's REGF to the property's tenants and common areas.

The generated electricity does not flow directly to a tenant or common area meter but goes through its own meter onto the electric grid. The participating utility applies bill credits for the energy produced by REGF to the tenants' and common areas' individual monthly electrical bills, based on the pre-arranged allocation agreement.

On their monthly electrical bill, a tenant or common area account may be a 1) net producer whose generation allocation exceeded their energy consumption, so they will receive a dollar credit that can reduce their monthly electrical costs, or 2) net consumer whose generation allocation is less than their energy consumption, so they will be charged for the remaining energy consumption.

Like single-family home NEM solar customers, VNEM customers undergo an annual true-up, where their generation and consumption are compared over a 12-month period to comply with federal regulations.

VNEM arrangements are allowed to include battery storage, which may or may not be used for emergency back-up.

The CPUC proposed a successor to the VNEM tariff on August 2, 2023, to replace it with a virtual net billing tariff.

## Staff Report

**DATE:** January 29, 2026

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Greg Wade, Chief Executive Officer

**ITEM 6:** Consider Approval of Resolution No. 2026-003 Amending the Clean Energy Alliance Position Control Listing and Resolution No. 2026-004 Amending the Clean Energy Alliance Salary Schedule

**RECOMMENDATION:**

That the Clean Energy Alliance (CEA) Board of Directors (Board):

- 1) Adopt Resolution No. 2026-003 Amending the Clean Energy Alliance (CEA) Position Control Listing
- 2) Adopt Resolution No. 2026-004 Amending the CEA Salary Schedule

**BACKGROUND AND DISCUSSION:**

Over the past several fiscal years, the CEA Board of Directors has taken several actions related to Personnel, the most recent occurring on June 26, 2025, bringing the total filled position count to eleven (11), as detailed in the table below.

POSITION	COUNT
Chief Executive Officer	1
Clerk to the Board/Executive Assistant	1
Executive Assistant/Office Manager	1
Key Accounts/Program Manager	2
Senior Power Procurement Manager	1
Regulatory Analyst	1
Energy Analytics & Risk Manager or Analyst	1
Energy Contracts & Compliance Manager or Analyst	1
Programs Specialist or Analyst	1
Key Accounts Specialist or Analyst	1
<b>TOTAL</b>	<b>11</b>

With the Board’s approval of the FY 2025/26 – 2026/27 Work Plan on June 26, 2025, the Board authorized an additional five (5) full-time positions in FY 2025/26 (FY26), including the position of Financial Analyst approved in FY25 to be filled in FY26. After consideration and analysis of workload and operational needs,

it is recommended that the following five (5) positions be filled during the second half of FY26 as previously authorized by the Board:

- Account Services & Data Analyst (1)
- Programs Analyst (1)
- Regulatory & Legislative Affairs Analyst (1)
- Energy Contracts & Compliance Specialist/Analyst (1)
- Senior Financial Analyst/Finance Manager (1)

It is recommended that the Financial Analyst position previously authorized by the Board in FY25 be recruited at the Senior Analyst/Finance Manager level to attract a sufficiently skilled employee to address succession planning in anticipation of the eventual departure of CEA’s Chief Financial Officer (CFO) consultant. This would allow the CFO to train the selected employee until such time as the CFO services can be brought in-house. Along with the five (5) new positions for which recruitment preparation has begun, for future staffing needs and to allow for promotional opportunities, the table below reflects the recommended changes to the Position Control Listing:

POSITION	CURRENT FTE COUNT	PROPOSED FTE COUNT	NEW POSITION OR CLASSIFICATION
Chief Executive Officer	1	1	
Chief Operating Officer	0	0	X
Chief Finance Officer	0	0	X
Directors (Power Supply, Programs/Customer Engagement, Regulatory & Legislative Affairs, Finance, Human Resources and External Affairs)	0	0	X
Clerk to the Board/Executive Assistant	1	1	
Executive Assistant/Office Manager	1	1	
Key Accounts/Program Manager	2	1	
External Affairs Manager	0	1	X
Senior Power Procurement Manager	1	1	
Regulatory & Legislative Affairs Manager	0	0	X
Human Resources Manager	0	0	X
Senior Regulatory & Legislative Affairs Analyst	0	0	X
Senior Financial Analyst/Finance Manager	0	1	X
Regulatory & Legislative Analyst	1	2	X
Energy Analytics & Risk Manager	1	1	
Energy Contracts & Compliance Senior Analyst	0	0	X
Energy Contracts & Compliance Specialist or Analyst	1	2	X
Senior Programs Analyst	0	0	X
Programs Analyst	1	2	X
Senior Key Accounts Analyst	0	0	X

POSITION	CURRENT FTE COUNT	PROPOSED FTE COUNT	NEW POSITION OR CLASSIFICATION
Key Accounts Analyst	1	1	
Account Services & Data Specialist/Analyst	0	1	X
<b>Total</b>	<b>11</b>	<b>16</b>	

At present, CEA’s operational performance is forecasted to account for approximately 3.6% of CEA’s Total Expenditure Budget for FY26 with power supply accounting for the other 96.4%. Additionally, the FY26 Budget included a 67.7% increase in the staffing budget from FY25 to allow for salary adjustments and additional staff as previously authorized by the Board.

Salary Schedule

Based on surveys of similar positions for other CCAs, CEA’s Salary Schedule is proposed to be modified both to add the proposed and authorized new positions and to modify existing pay ranges to keep pace with inflation and to remain competitive with other CCAs. The proposed Salary Schedule additions and changes are as follows:

POSITION	CURRENT ANNUAL SALARY RANGE	PROPOSED ANNUAL SALARY RANGE
Chief Operating Officer*	None	\$225,000 - \$315,000
Chief Finance Officer*	None	\$225,000 - \$315,000
Directors (Power Supply, Programs/Customer Engagement, Regulatory & Legislative Affairs, Finance, Human Resources and External Affairs)*	None	\$195,000 - \$280,000
Senior Financial Analyst/Finance Manager*	None	\$135,000 - \$225,000
Key Accounts/Program Manager	\$98,000 - \$164,000	\$118,000 - \$194,000
Regulatory & Legislative Affairs Manager	None	\$118,000 - \$194,000
Energy Contracts & Compliance Manager	\$125,000 - \$200,000	\$135,000 - \$210,000
External Affairs Manager	None	\$118,000 - \$194,000
Human Resources Manager	None	\$118,000 - \$194,000
Energy Contracts & Compliance Senior Analyst	None	\$115,000 - \$180,000
Energy Contracts & Compliance Analyst	\$98,000 - \$164,000	\$98,000 - \$164,000
Energy Contracts & Compliance Specialist	\$80,000 - \$125,000	\$80,000 - \$125,000

<b>POSITION</b>	<b>CURRENT ANNUAL SALARY RANGE</b>	<b>PROPOSED ANNUAL SALARY RANGE</b>
Senior Regulatory & Legislative Analyst	None	\$115,000 - \$180,000
Regulatory & Legislative Analyst	\$98,000 - \$164,000	\$98,000 - \$164,000
Senior Programs Analyst	None	\$115,000 - \$180,000
Senior Key Accounts Analyst	None	\$115,000 - \$180,000
Account Services & Data Analyst	None	\$85,000 - \$150,000
Account Services & Data Specialist	None	\$80,000 - \$125,000

\* Executive/Department Head Positions

**FISCAL IMPACT:**

There is sufficient funding remaining in the full year Total Operating Expenses of the FY26 Budget to accommodate the full cost of the five (5) full-time positions and proposed salary ranges for the last quarter of FY26. The other newly created job classifications/positions listed above will be assessed in the coming months for consideration by the Board at a future time.

Submitted for Board consideration:



---

Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Resolution No. 2026-003 Amending the Clean Energy Alliance (CEA) Position Control Listing
- B. Resolution No. 2026-004 Amending the Clean Energy Alliance (CEA) Salary Schedule

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2026-003**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLEAN ENERGY  
ALLIANCE AMENDING THE POSITION CONTROL LISTING**

**WHEREAS**, the Clean Energy Alliance (CEA) is a joint powers agency formed on November 4, 2019, under the Joint Exercise of Power Act, California Government Code section 6500 *et seq.*, among the Cities of Carlsbad, Solana Beach and Del Mar created by the cities of Carlsbad, Del Mar and Solana Beach; and

**WHEREAS**, on June 29, 2023, the CEA Board of Directors (Board) adopted Resolution No. 2023-005 adopting the Fiscal Year 2023/24 Budget which included salary and benefits for employees; and

**WHEREAS**, on August 31, 2023, the Board adopted Resolution No. 2023-006 approving the salary schedule for CEA's new positions; and

**WEHREAS**, on November 9, 2023, the Board adopted Resolution No. 2023-012 establishing and approving the CEA Position Control Listing; and

**WHEREAS**, on January 30, 2025, the Board adopted Resolution No. 2025-006 approving an amendment to the CEA Position Control Listing; and

**WHEREAS**, on June 26, 2026, the Board adopted Resolution No. 2025-028 approving an amendment to the CEA Position Control Listing; and

**WHEREAS**, the CEA Board desires to again amend and add to the Position Control Listing.

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

Section 1. The Board of Directors of the Clean Energy Alliance hereby approves the following changes to the CEA Position Control Listing:

<b>POSITION</b>	<b>CURRENT FTE COUNT</b>	<b>PROPOSED FTE COUNT</b>	<b>NEW POSITION OR CLASSIFICATION</b>
Chief Executive Officer	1	1	
Chief Operating Officer	0	0	X
Chief Finance Officer	0	0	X
Directors (Power Supply, Programs/Customer Engagement, Regulatory & Legislative Affairs, Finance, Human Resources and External Affairs)	0	0	X

Clerk to the Board/Executive Assistant	1	1	
Executive Assistant/Office Manager	1	1	
Key Accounts/Program Manager	2	1	
External Affairs Manager	0	1	X
Senior Power Procurement Manager	1	1	
Regulatory & Legislative Affairs Manager	0	0	X
Human Resources Manager	0	0	X
Senior Regulatory & Legislative Affairs Analyst	0	0	X
Senior Financial Analyst/Finance Manager	0	1	X
Regulatory & Legislative Analyst	1	2	X
Energy Analytics & Risk Manager	1	1	
Energy Contracts & Compliance Senior Analyst	0	0	X
Energy Contracts & Compliance Specialist or Analyst	1	2	X
Senior Programs Analyst	0	0	X
Programs Analyst	1	2	X
Senior Key Accounts Analyst	0	0	X
Key Accounts Analyst	1	1	
Account Services & Data Specialist/Analyst	0	1	X
<b>Total</b>	<b>11</b>	<b>16</b>	

The foregoing Resolution was passed and adopted this 29th day of January 2026, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
[VACANT], Board Chair

ATTEST:

\_\_\_\_\_  
Ana Marie Alarcon, Clerk to the Board

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2026-004**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLEAN ENERGY  
ALLIANCE AMENDING THE ADOPTED SALARY SCHEDULE**

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

**WHEREAS**, the CEA Board of Directors (Board) approved positions and funding with the adoption of the Fiscal Year 2023/24 Budget; and

**WHEREAS**, on August 31, 2023, the Board adopted Resolution No. 2023-006 establishing and approving the CEA Salary Schedule; and

**WHEREAS**, on January 30, 2025, the Board adopted Resolution No. 2025-007 approving an amendment to the CEA Salary Schedule; and

**WHEREAS**, on June 26, 2025, the Board adopted Resolution No. 2025-029 approving an amendment to the CEA Salary Schedule; and

**WHEREAS**, the Board desires to amend the CEA Salary Schedule for the additional positions and to modify current salary ranges as needed to support CEA.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of CEA, as follows:

Section 1. The Board of Directors of CEA hereby amends the salary schedule to include and amend the following positions and salary ranges:

<b>POSITION</b>	<b>CURRENT ANNUAL SALARY RANGE</b>	<b>PROPOSED ANNUAL SALARY RANGE</b>
Chief Operating Officer	None	\$225,000 - \$315,000
Chief Finance Officer	None	\$225,000 - \$315,000
Directors (Power Supply, Programs/Customer Engagement, Regulatory & Legislative Affairs, Finance, Human Resources and External Affairs)	None	\$195,000 - \$280,000
Senior Financial Analyst/Finance Manager	None	\$135,000 - \$225,000
Key Accounts/Program Manager	\$98,000 - \$164,000	\$118,000 - \$194,000
Regulatory & Legislative Affairs Manager	None	\$118,000 - \$194,000
Energy Contracts & Compliance Manager	\$125,000 - \$200,000	\$135,000 - \$210,000

External Affairs Manager	None	\$118,000 - \$194,000
Human Resources Manager	None	\$118,000 - \$194,000
Energy Contracts & Compliance Senior Analyst	None	\$115,000 - \$180,000
Energy Contracts & Compliance Analyst	\$98,000 - \$164,000	\$98,000 - \$164,000
Energy Contracts & Compliance Specialist	\$80,000 - \$125,000	\$80,000 - \$125,000
Senior Regulatory & Legislative Analyst	None	\$115,000 - \$180,000
Regulatory & Legislative Analyst	\$98,000 - \$164,000	\$98,000 - \$164,000
Senior Programs Analyst	None	\$115,000 - \$180,000
Senior Key Accounts Analyst	None	\$115,000 - \$180,000
Account Services & Data Analyst	None	\$85,000 - \$150,000
Account Services & Data Specialist	None	\$80,000 - \$125,000

Section 2. Except as expressly amended by this Resolution, Resolution Nos. 2023-006, 2025-007 and 2025-029 shall remain in effect.

The foregoing Resolution was passed and adopted this 29th day of January, 2026, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
[VACANT], Board Chair

ATTEST:

\_\_\_\_\_  
Ana Marie Alarcon, Clerk to the Board

## Staff Report

**DATE:** January 29, 2026

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Gregory Wade, Chief Executive Officer

**ITEM 7:** Consideration of Resolution 2026-005 Ratifying the Award and Approving a Professional Services Agreement with Cindy Krebs Consulting for Recruitment Services and Ratifying and Authorizing the Chief Executive Officer to Execute the Agreement

---

**RECOMMENDATION:**

That the Clean Energy Alliance (CEA) Board of Directors (Board) adopt Resolution No. 2026-005 awarding and approving a Professional Services Agreement (Agreement) with Cindy Krebs Consulting (CKC) for Recruitment Services, for an amount not to exceed \$117,750 and ratifying and authorizing the Chief Executive Officer to enter into this Agreement.

**BACKGROUND AND DISCUSSION:**

Staff held an informal solicitation for recruitment services and received three (3) proposals. Following interviews with each, staff selected Cindy Krebs Consulting for recruitment services for the five open positions due to her knowledge of CEA operations, staff and prior successful recruitments efforts for CEA and her fair and reasonable fee.

Initially, the proposal provided by CKC contemplated the recruitment and hiring of only four (4) positions at a cost below \$100,000. After selecting CKC and adding the fifth position, the total cost of the Agreement then exceeded the \$100,000 threshold. Because CEA did not have a Board meeting in December and given the Board's prior authorization of the positions to be recruited and the desire to proceed with these recruitments expeditiously, the Chief Executive Officer (CEO) executed this Agreement for services over the CEO's signing authority and is now seeking ratification of the Agreement by the Board.

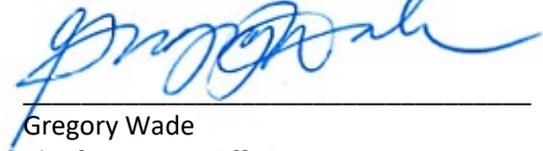
The five (5) positions that CKC will be recruiting are:

- Account Services & Data Analyst
- Programs Analyst
- Regulatory & Legislative Affairs Analyst
- Energy Contracts & Compliance Specialist/Analyst
- Senior Financial Analyst/Finance Manager

**FISCAL IMPACT:**

Funds for recruitment services are included in the adopted budget.

Submitted for Board consideration:



---

Gregory Wade  
Chief Executive Office

**ATTACHMENTS:**

- A. Resolution No. 2026-005, approving the Professional Services Agreement with Cindy Krebs Consulting for Recruitment Services
- B. Professional Services Agreement with Cindy Krebs Consulting

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY ALLIANCE AWARDING AND APPROVING THE AGREEMENT WITH CINDY KREBS CONSULTING FOR RECRUITMENT SERVICES AND RATIFYING AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT**

**WHEREAS**, Clean Energy Alliance (CEA) is a Joint Powers Authority, formed in November 2019, whose members cities include Carlsbad, Del Mar, Escondido, Oceanside, San Marcos, Solana Beach and Vista; and

**WHEREAS**, on January 30, 2025 the CEA Board of Directors (Board) approved Resolution No. 2025-006 amending the CEA Position Control Listing approving five new positions; and

**WHEREAS**, on June 26, 2025, the Board approved Resolution No. 2025-028 and Resolution No. 2025-029 amending the CEA Position Control Listing for FY 2025/26 and the CEA Salary Schedule, respectively; and

**WHEREAS**, staff held an informal solicitation for recruitment services and received three (3) proposals. Following interviews with each, staff selected Cindy Krebs Consulting for recruitment services for the five open positions due to her knowledge of CEA operations, staff and prior successful recruitments efforts for CEA and her fair and reasonable fee; and

**WHEREAS**, Section 1(a) of Policy CEA-07 (Non-Energy Procurement Policy) provides that a formal Request for Proposals "shall be required if the aggregate anticipated value of a contract exceeds \$100,000 in any fiscal year. These contracts are subject to Board approval before final execution"; and

**WHEREAS**, given the Board's prior authorization of the positions to be recruited, the desire to proceed with these recruitments expeditiously and because CEA did not have a Board meeting in December, the Chief Executive Officer (CEO) executed a Professional Services Agreement with Cindy Krebs Consulting for services over the CEO's signing authority.

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

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

Section 2. The Board of Directors of Clean Energy Alliance hereby awards the Professional Services Agreement, including its schedule and attachments, to Cindy Krebs Consulting (the "Agreement") for recruitment services in an amount not to exceed One Hundred Seventeen Thousand and Seven Hundred Fifty Dollars (\$117,750), based on the rates and terms set forth in Exhibit "B" to the Agreement.

Section 3. The Board of Directors of Clean Energy Alliance hereby ratifies, approves and authorizes the CEO to execute the Agreement.

Section 4. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was passed and adopted this 29<sup>th</sup> day of January, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

---

[VACANT], Board Chair

ATTEST:

---

Ana Marie Alarcon, Clerk to the Board

**AGREEMENT BETWEEN THE CLEAN ENERGY ALLIANCE AND  
CINDY KREBS CONSULTING FOR  
EMPLOYEE RECRUITING CONSULTING SERVICES**

THIS AGREEMENT, is entered into this 7th day of January 2026, by and between CLEAN ENERGY ALLIANCE, an independent joint powers authority ("Authority"), and CINDY KREBS CONSULTING, a Washington Corporation ("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 employee recruitment consulting services.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on January 7, 2026, and shall terminate on June 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 also forth in Exhibit "A," 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 **One Hundred Seventeen Thousand and Seven Hundred Fifty Dollars (\$117,750)**, based on the rates and terms set forth in Exhibit "B," 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 employment recruitment 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. Consultant 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. **No Waiver; Insurance.** 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 "C," 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. **CONFIDENTIALITY AND SECURITY**

A. **Confidential Information.** Consultant shall 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, 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 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; and (c) protect against unauthorized access to or use of Authority's Data. 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 data or personal 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 data or personal information to Consultant so that Consultant may lawfully use, process and transfer the personal data and personal 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 the personal data and personal 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 the personal data and

personal 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 the personal data and personal information and the nature of the personal data and personal 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 does and will comply with all applicable federal and state privacy and data protection laws. 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.

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.

## 17. 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., Suite 334

Carlsbad, CA 92008

TO CONSULTANT:

Cindy Krebs  
Cindy Krebs Consulting  
1639 34th Avenue  
Seattle, WA 98122

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.

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.

CINDY KREBS CONSULTING  
A California S Corporation

CLEAN ENERGY ALLIANCE  
A Joint Powers Authority

By: \_\_\_\_\_  
Name: Cindy Krebs  
Title: President

By: \_\_\_\_\_  
Name: Gregory Wade  
Title: Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel for Authority

ATTEST:

\_\_\_\_\_  
Authority Clerk

**Exhibit A**  
**Scope of Services & Schedule of Performance**

Consultant shall perform the following services as outlined in Consultant's Revised Recruitment Proposal dated January 7, 2026, to the Authority's satisfaction:

**I. Initial Recruitment Development**

Cindy Krebs Consulting ("Consultant") will schedule a kick-off meeting with CEA staff to:

- Obtain a detailed understanding of the Data Analyst, Financial Analyst/Senior Financial Analyst, Programs Analyst, Regulatory & Legislative Analyst, and Energy Contracts and Compliance Analyst/Specialist positions as well as the key goals and challenges for each.
- Gain clarity regarding the specific, identifiable, measurable traits that define the Ideal Candidate for each position.
- Establish recruitment and interview process expectations.
- Receive direction from Authority about the number of recruitments.

Immediately following the kick-off meeting, Consultant will prepare draft recruitment profiles for CEA's review and approval. The profiles will clearly articulate the evaluation criteria that will be used to screen applicants.

**II. Active Recruitment**

After the Recruitment Profile is approved, Consultant will initiate a targeted search to actively attract individuals whose skillsets and experiences are consistent with CEA's selection criteria. To generate interest in each of the open positions, Consultant will:

- Conduct research to identify target lists of individuals who have the professional experience CEA requires.
- Mail and/or email invitations and recruitment profiles to the target lists of potential applicants. Follow up with phone calls, emails, and LinkedIn messages to encourage these individuals to apply for the position. Promptly respond to any inquiries received about the position.
- Place job advertisements in professional journals and on-line sites that well-qualified individuals regularly review

During this phase, Consultant will provide regular updates to CEA regarding the progress of the recruitments.

**III. Applicant Review and Evaluation**

4927-5127-4119 v1

SD #4891-3377-9246 v1  
08808-0001

Consultant will review and acknowledge every expression of interest that it receives. Consultant will review applications as they are received to identify individuals whose skills and experience closely match the established screening criteria. Next, Consultant will collect additional information from best qualified applicants through written supplemental information questionnaires and/or screening interviews.

#### **IV. Progress Report and Progress Meeting**

After Consultant completes the applicant review and evaluation process, Consultant will compile confidential progress reports for CEA that include the best-qualified candidates' cover letters, resumes, and supplemental information/screening interview responses. The reports will be accompanied by matrices that indicate how well the candidates' education and experience align with the established evaluation criteria.

A few days later, Consultant will meet with CEA staff to learn which candidates they would like to interview. The shortlisted candidates will be contacted immediately; interview dates and times will be confirmed. Consultant will notify the individuals who are not moving forward of CEA's decision.

#### **V. Preliminary Interviews and Interview Books**

In preparation for the preliminary interviews, Consultant will prepare interview books for the interview panelists. In addition to the candidates' resumes, cover letters, and supplemental information/screening interview responses, the final interview books will include interviewing/selection tips, suggested interview questions, and rating forms based on the evaluation criteria established by CEA.

On interview day, Consultant will facilitate the interview process on-site at CEA's Carlsbad office. Consultant will brief the interview panel at the top of the day, facilitate the interview process throughout the day, and solicit the interview panel's thoughts on the strengths and growth areas for each candidate at the end of the day. Following this, Consultant will ask the interview panelist to identify two to three candidates who they would recommend move forward to final interviews.

#### **VI. Final Interviews**

The process described above for the preliminary interviews will be repeated for final interviews. To move things along quickly, Consultant recommends the CEA's CEO be available immediately after each set of final interviews (on the same day) to meet the top candidates for each position.

#### **VII. Candidate Reference Checks**

Consultant will complete 360-degree reference checks for the leading candidates. Consultant's

findings will be presented to CEA in confidential reference reports.

### **VIII. Candidate Negotiations and Employment Offers**

When CEA has identified finalist candidates for each position, Consultant will facilitate the employment offer and negotiation process and prepare conditional employment offer letters for CEA's review and approval. Consultant will promptly notify those candidates who were not selected for the position of CEA's decision.

### **IX. Recruitment Timeline**

The following is a typical recruitment timeline. Adjustments to the schedule may be made at Authority's request. Occasionally, background checks may take more than one week to complete.

<b>Week 1</b>	Kick-off Meetings with CEA Staff. Recruitment Profiles Sent to CEA for Review
<b>Week 2</b>	Recruitment Profiles Approved. Active Recruitment Begins
<b>Weeks 2-5</b>	Active Recruitment
<b>Week 6</b>	Application Deadline
<b>Week 7</b>	Candidate Screening
<b>Week 8</b>	Progress Meeting
<b>Week 10</b>	Preliminary Interviews
<b>Week 11-12</b>	Final Interviews
<b>Week 13</b>	Employment Offers, Background Checks, and Negotiations
<b>Week 14</b>	Offer Accepted, Recruitment Process Completed

### **X. Placement Guarantee**

If within a one-year period after appointment, the selected candidate is dismissed for cause, Consultant shall conduct another search for no additional professional fee. Authority shall reimburse Consultant for any reasonable and customary expenses incurred for the new search (e.g., advertising, marketing, printing, mailing, travel) that have been pre-approved in writing by the Authority.

If a placement is not made in the first outreach effort, Consultant shall conduct a second outreach effort for no additional professional fee. Authority shall reimburse Consultant for any reasonable and customary expenses incurred for the new search that have been pre-approved in writing by the Authority.

**Exhibit B**  
**Compensation**

Authority shall compensate Consultant for the 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 \$22,000 per position or a total of \$117,750 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. If the Authority authorizes five (5) recruitments, billing shall be as follows or pro rata based on the number of recruitments:

**Billing Schedule**

<b>Milestone</b>	<b>Description</b>	<b>Amount</b>
1st Billing	Due when Authority approves draft recruitment profiles	\$55,000 + NTE \$7,500 for ads
2nd Billing	Due when Authority completes final candidate interviews	\$55,000
	Total per Recruit	\$22,000
	<b>Total per 5x Recruits</b>	<b>\$117,750</b>

**Monthly Invoicing:** In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges.

**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 Authority's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.

**Exhibit C**  
**Insurance Requirements and Proof of Insurance**

A. **COVERAGE:**

(1) **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).

(2) **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.

Proof of insurance coverage described above, with Authority and its members and their respective officials, officers, employees, agents and volunteers named as additional insured, shall be provided to the Authority before any services under this Agreement are performed by any employee or subcontractor of Consultant.



## Staff Report

**DATE:** January 29, 2026

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Gregory Wade, Chief Executive Officer

**ITEM 8:** Consideration of Resolution No. 2026-006 Approving an Exception to Policy CEA-07 (Non-Energy Procurement Policy) and Awarding, Approving and Ratifying an Extended Professional Services Agreement with Pacific Energy Advisors for Compliance and Procurement Professional Services through June 2026

---

### **RECOMMENDATION:**

That the Clean Energy Alliance (CEA) Board of Directors (Board) adopt Resolution No. 2026-006 awarding and approving the attached Professional Services Agreement (Agreement) with Pacific Energy Advisors for Compliance and Procurement Professional Services, at a cost of \$49,000 per month from January through June 2026 and a total cost of \$294,000 through June 2026, ratifying the Chief Executive Officer's signature on the Agreement, and Approving an Exception to Policy CEA-07 (Non-Energy Procurement Policy) for competitive solicitation requirements.

### **BACKGROUND AND DISCUSSION:**

Clean Energy Alliance (CEA) has engaged Pacific Energy Advisors (PEA) since 2020 to provide compliance and procurement support, which has been critical to CEA's energy supply and financial management from initial launch to the organization's current size and scope. CEA has begun transitioning to in-house provision of a large portion of these services but will need further PEA support over the coming six months during the key transition period, and CEA's existing agreement with PEA was scheduled to end as of the end of December 2025.

CEA and PEA negotiated an extension of PEA's existing scope under a new Professional Services Agreement to address the coming six months through June 2026. To prevent a gap in services at the start of January, which could have compliance impacts for CEA, and without a Board Meeting in December to address this, the CEO signed the proposed extension with the anticipation of requesting ratification by the Board at the January 29<sup>th</sup> Board meeting. As the Agreement has a total annual cost greater than \$100,000, Board approval is required for the Agreement.

At the current moment, with anticipation of in-house provision of many of these services and with appreciation of the historical knowledge and context value provided by PEA, CEA staff did not issue a solicitation for these services for the next six months. In this case, given the short-term and immediate need, there is a demonstrated need for compatibility with our existing service. Therefore, it is apparent that, given their familiarity with CEA and our portfolio needs and compliance obligations, this service is

uniquely available from PEA, and for all practical purposes, is justifiable and in the best interest of CEA. Furthermore, another CCA (Orange County Power Authority, or OCPA) recently issued its own RFP for a similar scope of services under a longer, multi-year term and selected PEA as the lowest cost, best value option out of four bids it received. OCPA's fee for these services was \$49,000 per month, which is the same as PEA's proposal to CEA.

Staff recommends approving an exception to competitive solicitation requirements under Section 4 of Policy CEA-07, awarding the Agreement to PEA and approving and ratifying the CEO's signature of this extended Professional Services Agreement with PEA for \$294,000 through June 2026. If necessary, staff will return to the Board with any modifications of this Agreement over the coming six months, which may include a small one-time fee for transition services related to certain technical items necessary to facilitate the hand off of services to CEA.

**FISCAL IMPACT:**

Funds for procurement and compliance advisory professional services are included in the adopted budget.

Submitted for Board consideration:



---

Gregory Wade  
Chief Executive Office

**ATTACHMENTS:**

- A. Resolution No. 2026-006, approving the Professional Services Agreement with Pacific Energy Advisors for January and ratifying the CEO's signature in the Agreement
- B. Professional Services Agreement with Pacific Energy Advisors

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2026-006**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY  
ALLIANCE APPROVING AND RATIFYING A PROFESSIONAL SERVICES  
AGREEMENT WITH PACIFIC ENERGY ADVISORS**

**WHEREAS**, Clean Energy Alliance (CEA) is a Joint Powers Authority, formed in November 2019, whose members cities include Carlsbad, Del Mar, Escondido, Oceanside, San Marcos, Solana Beach and Vista; and

**WHEREAS**, as a load serving entity with a load that has grown from its conception in 2019 to its current service area in 2025, CEA requires compliance and procurement professional services; and

**WHEREAS**, CEA has engaged Pacific Energy Advisors (PEA) since 2020 to provide compliance and procurement support, which has been critical to CEA's energy supply and financial management from initial launch to the organization's current size and scope; and

**WHEREAS**, CEA has begun transitioning to in-house provision of a large portion of these services but will need further PEA support over the coming six months during the key transition period, and CEA's existing agreement with PEA was scheduled to end as of the end of December 2025; and

**WHEREAS**, CEA's Chief Executive Officer (CEO) and PEA negotiated an extension of PEA's existing scope under a new Professional Services Agreement to address the coming six months through June 2026. To prevent a gap in services at the start of January, which could have compliance impacts for CEA, and without a Board Meeting in December to address this, the CEO signed the proposed extension with the anticipation of requesting ratification by the Board at the January 29<sup>th</sup> Board meeting; and

**WHEREAS**, given the historical knowledge and context value provided by PEA, CEA staff did not issue a solicitation for these services for the next six months as, given the short-term and immediate need, there is a demonstrated need for compatibility with our existing service and because it is apparent that, with their familiarity with CEA and its portfolio needs and compliance obligations, this service is uniquely available from PEA, and for all practical purposes, is justifiable and in the best interest of CEA; and

**WEHREAS**, another CCA (Orange County Power Authority, or OCPA) recently issued a request for proposals for a similar scope of services under a longer, multi-year term and selected PEA as the lowest cost, best value option out of four bids it received. OCPA's fee for these services was \$49,000 per month, which is the same as PEA's proposal to CEA; and

**WHEREAS**, Policy CEA-07 requires a Request for Proposals if the aggregate anticipated value of a contract exceeds \$100,000 in any fiscal year and these contracts are subject to Board approval before final execution, absent a Board approved exception.

**WHEREAS**, the CEA Chief Executive Officer (CEO) desires to enter into a new Professional Services Agreement with Pacific Energy Advisors (PEA) for services from January 1, 2026 through June 30, 2026, not to exceed \$294,000 per in costs; and

**WHEREAS**, the CEA's CEO signed the new negotiated Agreement, pending Board ratification of that signature, to avoid any gap in services in January 2026.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Clean Energy Alliance, 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 approves an exception to competitive solicitation requirements under Section 4 of Policy CEA-07.

Section 3. The Board of Directors of Clean Energy Alliance hereby awards a Professional Services Agreement (Agreement) to Pacific Energy Advisors for an extension of services from January 1, 2026 through June 30, 2026, with costs not to exceed \$294,000.

Section 4. The Board of Directors of Clean Energy Alliance hereby ratifies and approves the CEO's signature of the Agreement as presented to the Board on January 29, 2025.

Section 5. This Resolution shall take effect immediately upon approval.

The foregoing Resolution was passed and adopted this 29<sup>th</sup> day of January, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

---

[VACANT], Board Chair

ATTEST:

---

Ana Marie Alarcon, Clerk to the Board

**AGREEMENT BETWEEN THE CLEAN ENERGY ALLIANCE AND  
PACIFIC ENERGY ADVISORS FOR  
PORTFOLIO MANAGEMENT AND ENERGY CONSULTING SERVICES**

THIS AGREEMENT, is entered into this 24<sup>th</sup> day of December, 2025, by and between CLEAN ENERGY ALLIANCE, an independent joint powers authority ("Authority" or "CEA"), and Pacific Energy Advisors, Inc, a California Corporation ("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 Portfolio Management and Energy Consulting Services.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on January 1, 2026, and shall terminate on June 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" 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 Two Hundred Ninety Four Thousand dollars (\$294,000) based on the rates and terms set forth in Exhibit B, 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 a Portfolio Management and Energy Consulting 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.

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. Work products and work product drafts provided to Authority, along with any supplementary documents, explanations and instructions supporting these work products (for example, supporting calculations and spreadsheets that may be provided to Authority from time to time by Consultant as mutually agreed) shall be provided and kept in a mutually accessible shared online location in a manner and with the regularity requested by 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 reasonable access to such books and records to the representatives of Authority or its designees at mutually agreeable 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](http://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 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, 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 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; and (c) protect against unauthorized access to or use of Authority's Data. 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 data or personal 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 data or personal information to Consultant so that Consultant may lawfully use, process and transfer the personal data and personal 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 the personal data and personal 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 the personal data and personal 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 the personal data and personal information and the nature of the personal data and personal 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 does and will comply with all applicable federal and state privacy and data protection laws. 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.

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, 3<sup>rd</sup> Floor  
Carlsbad, CA 92008

**TO CONSULTANT:**

Kirby Dusel  
Pacific Energy Advisors, Inc  
300 University Avenue, Suite 220  
Sacramento, CA 95825

## 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. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance and within ten (10) 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 either party, without cause, upon the giving of thirty (30) days' written notice to the other 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 counterparts, 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

CLEAN ENERGY ALLIANCE

A Joint Powers Authority

By: Christian K Dusel

Name: Christian Kirby Dusel

Title: Vice President & Secretary

Signed by: Gregory Wade

Name: Gregory Wade

Title: Chief Executive Officer

APPROVED AS TO FORM:

Signed by: Elizabeth Mitchell

9C957636FB184D5...  
Counsel for Authority

ATTEST:

Signed by: Ana Marie Marcon

7AB554F512C34B2...  
Authority Clerk

**Exhibit A**  
**Scope of Services**

Consultant shall perform the following services for the Authority/CEA:

**1. Power Resources Management (Task 1)**

Working with CEA leadership and staff, as well as its designated Scheduling Coordinator, Consultant will support management of CEA's power resources portfolio in accordance with its adopted policies and applicable regulatory requirements. Consultant will perform Front and Middle Office functions for CEA, which encompass the areas of resource planning, portfolio management, risk management, power supply procurement, and a variety of regulatory compliance activities related to electric power supply. It is important to note that the availability of any product required by CEA to meet its statutory and/or voluntary portfolio requirements will be dependent upon the willingness of qualified suppliers to make such products available to CEA, CEA's creditworthiness and willingness to pay then-current market prices for such products and myriad other conditions/circumstances that may impact the availability of requisite energy and capacity products over time. PEA cannot guarantee any particular outcome or price/cost when assisting CEA with its portfolio management and procurement efforts.

All references in this scope of work to regulatory requirements or standards refer to those in existence as of the Effective Date of this Agreement. To the extent that the legislature and/or jurisdictional regulatory authorities implement material changes to pertinent regulatory compliance activities, planning standards, or procurement requirements after the Effective Date of this Agreement, Consultant may provide expanded support on a time and materials basis subject to available budget and will work with CEA to determine if adaptations to the work scope and budget in this Agreement will be necessary. Consultant acknowledges that CEA has added and may continue to add internal staff that could support certain responsibilities related to the scope of services described in this Agreement. The scope reflected herein also anticipates the ongoing implementation and administration of CEA's Wholesale Market Access Tariff. To the extent that changes (in scope and/or budget) are deemed necessary based on discussions between CEA and Consultant, which may decrease or increase Consultant's workloads related to this Agreement, Consultant and CEA will engage in good faith negotiations to develop a mutually agreeable successor to this Agreement that will address the new and/or updated regulatory compliance requirements or changes to other work items, including related changes to the scope and budget reflected herein. The following tasks are included in this service as of the Effective Date of this Agreement:

(a) Maintain Annual and Long-Term Sales Forecast:

- Prepare and maintain CEA customer and electric sales forecasts, including: 1) monthly enrolled accounts, megawatt hours (MWh) and megawatts (MW) by load profile group; and 2) monthly coincident peak MW and hourly MW.
- Update long-term sales forecasts, as necessary, to maintain accuracy; monitor accuracy of load forecasts on a monthly basis; consider adjustments to such forecasts if observed variances exceeds threshold of 5% forecast error.

*(b) Electric Supply Management:*

- Develop and maintain load and resource balance models to identify incremental electric procurement needs in consideration of quantified open positions, CEA resource and risk management policies, and applicable regulatory requirements; coordinate with management to develop and implement procurement strategies to address electric resource needs.
- Support procurement and/or sales of energy (e.g., system energy, renewable energy, and/or greenhouse-gas free energy) and capacity (resource adequacy) products, including preparing requisite solicitation documents, participating in supplier/developer communications, providing analytical support during proposal/bid evaluation, coordinating with CEA's designated transactional counsel regarding the negotiation of commercial contract terms, and other related, as-needed activities.
- Annually, prepare and update internal resource plans, including ten-year load and resource projections, encompassing both supply and demand side resources.
- Review and validate periodic invoices received from CEA's Scheduling Coordinator and electric suppliers to ensure charges are consistent with contract terms; bring any identified discrepancies to management's attention; and support attempts to resolve issues with counterparties.
- Monitor energy market activities, including pricing trends and forward curves related to market energy, renewable energy and capacity.
- Maintain/manage relationships with qualified suppliers of requisite energy products: participate in periodic calls, email exchanges and other communications with and/or on behalf of CEA.

*(c) Risk Management:*

- Maintain an energy trading and risk management system (ETRM) for tracking and reporting all energy and capacity transactions completed by CEA.
- Determine the best method(s) and/or system(s) to aggregate and track positions, value (of such positions) and risks as well as establish tolerance

bands for such considerations that are reflective of CEA's risk preferences. Prepare reports and periodically review such reports with CEA's senior management during Risk Oversight Committee meetings.

- Perform scenario analyses, as needed, to determine the potential range of outcomes and impacts to CEA's supply portfolio that could result from various changes in market conditions, etc.

*(d) Regulatory Compliance – CEA and Consultant agree that no particular compliance determination or outcome is guaranteed in relation to the services performed under this Agreement.*

- Assist with management of CEA's renewable energy portfolio per state/program standards as well as any internally adopted renewable energy targets that may be established by CEA's leadership; prepare RPS compliance filings and serve as CEA's liaison with pertinent regulatory agencies for matters related to RPS compliance.
- Assist with management of CEA's WREGIS accounts and various subaccounts, including report preparation, certificate transfer review and retirement (to facilitate CEA's demonstration of compliance) and other account management activities.
- Assist CEA with resource adequacy compliance activities per state/program standards; prepare year-ahead and month-ahead peak demand forecasts and resource adequacy compliance demonstration filings; coordinate with CEA's Scheduling Coordinator and regulatory agencies to address and resolve as possible any discrepancies that may arise during compliance review.
- Provide data analysis and assist in preparing reports related to the California's Power Source Disclosure Program, including technical elements of Power Content Label development and review; such support may also entail regulatory liaison activities required to successfully complete applicable reports and/or responding to questions that may be received from the California Energy Commission in this regard.
- Assist the Authority's designated regulatory counsel and CEA staff in preparing bi-annual Integrated Resource Plans, utilizing a CCA-specific template, which satisfactorily addresses pertinent requirements, as specified by the California Public Utilities Commission ("CPUC") for CCAs. PEA observes that CEA should be prepared to provide certain input and/or narrative elements related to the policies, preferences and/or programs of its member communities or the organization itself to the extent such information may be required by jurisdictional regulatory authorities. If such information is required, PEA will coordinate with CEA's management and staff in gathering requisite information from CEA and inserting such in the noted planning document.

- Assist the Authority's designated regulatory counsel and CEA staff in preparing an RPS Procurement Plan, utilizing a CCA-specific template, which satisfactorily addresses pertinent requirements, as specified by the California Public Utilities Commission ("CPUC") for CCAs. Consultant observes that CEA should be prepared to provide certain input and/or narrative elements related to the policies, preferences and/or programs of its member communities or the organization itself to the extent such information may be required by jurisdictional regulatory authorities. If such information is required, Consultant will coordinate with CEA's management and staff in gathering requisite information from CEA and inserting such in the noted planning document.
- Prepare compliance filings pursuant to the CEC's biennial Integrated Energy Policy Report, Quarterly Fuels and Energy Report, and the U.S. Energy Information Agency monthly EIA-826 and annual EIA-861 reports.
- Assist in preparing responses to periodic data requests from regulatory agencies including the semi-annual PCIA RPS data request, the quarterly PCIA RA data request, and the CAISO's annual flexible capacity needs assessment.
- Assist in preparing Joint Rate Comparisons.
- Assist with the preparation of required compliance documentation, as identified in this section, and coordinate with CEA's selected regulatory counsel, staff or other contractors who will be responsible for formal submission of these filings to the appropriate regulatory body(ies).

## **2. Rate Setting, Financial Modeling & Performance Reporting (Task 2)**

Consultant will maintain a working pro forma financial model for CEA's use in budgeting, cash flow planning, financial performance monitoring, and SDG&E scenario analyses. Consultant will design customer electric rates and update rates for approval by CEA's governing board on an annual basis – such rates will be established at sufficient levels to meet adopted financial targets. Consultant will provide technical rate support, including periodic monitoring of SDG&E rate changes to the extent such changes are expected to materially impact customer cost comparisons. Consultant will also provide assistance with the preparation of joint cost comparison models. The following tasks are included as part of this service:

### *(a) Rate-setting*

- Annually, develop proposed CEA rate schedules; cost of service modeling; SDG&E benchmarking; billing determinant (e.g., Time of Use energy) forecast; present and proposed rate revenue forecast.

- Collaborate with staff and CEA governance, as necessary, for matters related to rate changes, including the development of new rate designs or options that may be required by CEA to promote consistency/compatibility with rate designs/options offered by SDG&E.
- Provide support for the development of a CEA net energy metering program and green energy program (for example, a 100% renewable energy service option), if desired by CEA.
- Monitor realized rate revenue vs. projections to identify necessary rate changes.
- In concert with CEA's designated regulatory counsel, staff and other advisors, monitor SDG&E rates and surcharges for purposes of assisting CEA with preparation of mandated joint cost comparisons.

*(b)* Financial Model (pro forma)

- Develop and maintain pro forma financial models of monthly income/expense projections, cash flows and cash balances.
- Update pro forma models as necessary to incorporate current load, resource and market data; monitor accuracy of financial projections on monthly basis; assist in reconciling budget variances.
- Prepare forecast of power supply and other expenses for annual budget.
- Prepare draft annual budget for the CEA program in cooperation with CEA management and accountants.
- As necessary, coordinate with CEA and its financial advisors with regard to matters that may impact CEA's financial standing, debt levels, electric rates, annual budget, resource planning and other key concerns.

**3. Additional Services (Task 3)**

Additional service not otherwise specified herein may be provided upon request by CEA, subject to a mutually agreeable schedule for completion. Fees for such services shall be billed on a time-and-materials basis at the hourly rates set forth in Exhibit B.

**Exhibit B**  
**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.

Fee for Performance of Services under Tasks 1 and 2:

\$49,000/month, not inclusive of direct travel costs.

Fee for Performance of Task 3 Services:

PEA will provide the services described in Task 3 on a time-and-materials basis, billed monthly to the Authority. For all such work, the following hourly rates will apply:

Professional Service Rates

Staff	Hourly Rate
Senior Executive Staff	\$410
Managing Director	\$390
Director	\$370
Associate Director	\$350
Managing Consultant	\$330
Senior Consultant	\$310
Consultant	\$290
Analyst II	\$275
Analyst	\$260
Junior Analyst/Intern	\$180

Any work performed or expenses incurred for which a subsequent payment would result in the aggregate payment total under this Agreement exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

### 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). Consultant shall separately identify charges related to implementation and administration of the Wholesale Market Access Tariff and those charges shall be reflected at a rate of \$10,000 per month. Authority shall pay Consultant within thirty (30) days of invoice receipt.

### 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. In the event such services are requested by the Authority, Consultant may submit, if requested to do so by the Authority's Board, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.

**Exhibit C**  
**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 \$1,000,000 per occurrence and \$2,000,000 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.



## Staff Report

**DATE:** January 29, 2026

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Gregory Wade, Chief Executive Officer

**ITEM 9:** Consider Adoption of Resolution No. 2026-007 Approving of the First Amendment to the Renewable Power Purchase Agreement (PPA) with IP Darden III, LLC and Authorizing Execution of the Amendment

---

### **RECOMMENDATION:**

That the Clean Energy Alliance (CEA) Board of Directors (Board) Adopt Resolution No. 2026-007 approving the First Amendment to the Renewable Power Purchase Agreement (PPA) with IP Darden III, LLC that extends the PPA Contract term from ten (10) to twelve (12) years with a corresponding reduction in the Renewable Rate and the Storage Rate that brings overall cost savings and long-term risk management benefits. Additionally, that the Board authorizes the Chief Executive Officer (CEO) to execute the First Amendment, subject to Transactions Attorney approval of the form and any changes.

### **BACKGROUND AND DISCUSSION:**

The CEA Board has approved a minimum 50 percent renewable energy supply portfolio for all participating customers, increasing to 100 percent by 2035. In addition to CEA's environmental goals, long-term agreements for new-build renewable energy and storage projects are critical to meeting CEA's financial and regulatory compliance goals and requirements and will serve as a core component of CEA's power supply portfolio. These long-term agreements provide project developers with reliable revenues against which they can finance upfront capital costs for new projects, meaning that each long-term agreement that CEA signs with a developing facility will underpin a new, incremental renewable energy and/or capacity project. Furthermore, long-term PPAs lock in power supply costs around which CEA can build its portfolio and financial forecast.

CEA's Board approved a ten (10) year PPA with IP Darden, LLC at the July 31, 2025 Board meeting. The project is set to provide CEA with approximately 400,000 MWh of renewable energy per year, which represents 16% of CEA's entire load. The large volume of this contract helps lock in a substantial amount of future power supply costs and contributes meaningfully to CEA's long-term 100% renewable target. As this is a brand new project, CEA will be directly impacting the rate of grid decarbonization and will be contributing to the financing of this new renewable energy project. As added value, this project also has the potential to count towards CEA's Midterm Reliability (MTR) procurement requirements. The term of the proposed agreement was for a period of ten (10) years, to begin delivering energy no later than June 1, 2028.

After execution, IP Darden III, LLC proposed extending the PPA term accompanied by a reduction in cost for both the renewable generation and the storage capacity. CEA staff conducted analysis to evaluate the costs and benefits of extending the term of the contract from 10 to 12 years and determined that the proposal brings cost-savings to CEA while further contributing to CEA's long-term renewable energy targets, RPS requirements, and locking in additional future power supply costs for risk reduction.

While the split of the proposed rate reductions is confidential and commercially sensitive, on an annual basis, the rate reductions represent estimated savings of around \$1,400,000 per year for CEA. When taken with the benefit of locking in additional future years' power supply costs, this represents an overall benefit to CEA's management of long-term risk and costs to customers.

CEA negotiated a First Amendment to the PPA with IP Darden III, LLC based on the developers' proposal and terms described above. Staff recommends that the Board adopt Resolution No. 2026-007 authorizing the CEO to execute the First Amendment to the PPA, subject to CEA's Transactions Attorney approval of the form of the PPA Amendment.

**FISCAL IMPACT:**

There will be no cost to CEA associated with this PPA until construction is completed, with the project reaching operations no later than June 2028. Contract costs will be included in the financial pro-forma and future CEA budgets. The competitive energy pricing of the PPA is confidential, but the long-term purchase of this power supply will provide CEA with long-term energy hedge value, renewable energy attributes, and capacity value over the extended term of the agreement. This First Amendment will achieve an estimated savings of \$1,400,000 per year for CEA in comparison to the initially approved Agreement.

Submitted for Board consideration:



\_\_\_\_\_  
Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Resolution No. 2026-007, approving the First Amendment to the Renewable Power Purchase Agreement (PPA) with IP Darden III, LLC, and Authorizing Execution of the Amendment
- B. Redacted First Amendment with IP Darden III, LLC

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2026-007**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLEAN ENERGY ALLIANCE  
APPROVING THE FIRST AMENDMENT TO THE RENEWABLE POWER PURCHASE  
AGREEMENT WITH IP DARDEN III, LLC AND AUTHORIZING EXECUTION OF THE  
AMENDMENT**

**WHEREAS**, the 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's governing board approved a ten (10) year Power Purchase Agreement (PPA) with IP Darden III, LLC at their July 31, 2025 Board Meeting, which will provide CEA with 404,641 MWh of PCC1-eligible energy per year, representing 16% of CEA's load; and

**WHEREAS**, IP Darden III, LLC proposed a two (2) year extension to the PPA term accompanied by a reduction in cost for both the renewable generation and the storage; and

**WHEREAS**, CEA found that extending the PPA contract term from 10 to 12 years brings cost-savings to CEA while further contributing to CEA's long-term renewable energy targets, RPS requirements, and locking in additional future power supply costs for risk reduction; and

**WHEREAS**, CEA negotiated a First Amendment to the Power Purchase Agreement (PPA) with IP Darden III, LLC including to the aforementioned changes, which was considered by the Board of Directors of Clean Energy Alliance at its January 29, 2026 regular meeting.

**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.

Section 2. The First Amendment to the Renewable Power Purchase Agreement with IP Darden III, LLC extending the contract term from ten (10) to twelve (12) years and reducing the Renewable and Storage Rates, is hereby approved.

Section 3. The Chief Executive Officer is hereby authorized and directed to execute such First Amendment to the Power Purchase Agreement with IP Darden III, LLC in substantially the same form as presented to the Board on January 29, 2026. The Chief Executive Officer is hereby further 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, including negotiating such changes to the First Amendment that are consistent with Section 2 and approved as to form by Transactions Counsel.

The foregoing Resolution was passed and adopted this 29th day of January, 2026, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
[VACANT], Board Chair

ATTEST:

\_\_\_\_\_  
Ana Marie Alarcon, Clerk to the Board

**FIRST AMENDMENT  
TO  
RENEWABLE POWER PURCHASE AGREEMENT**

This First Amendment to Renewable Power Purchase Agreement (“**First Amendment**”) is entered into as of the last dated signature on the signature page hereto (“**First Amendment Effective Date**”), by and between Clean Energy Alliance, a California joint powers authority, (“**Buyer**”) and IP Darden III, LLC, a Delaware limited liability company (“**Seller**”). Buyer and Seller are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

- A. Seller and Buyer are parties to that certain Renewable Power Purchase Agreement dated as of October 29, 2025 (the “**PPA**”);
- B. The Parties have agreed to revise certain provisions of the PPA; and
- C. In connection with such revision to the PPA, the Parties desire to amend the PPA as set forth herein by executing and delivering this First Amendment.

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

**AGREEMENT**

- 1. **Defined Terms and Phrases.** The capitalized terms and phrases used in this First Amendment but not defined herein shall have the meaning stated in the PPA.
- 2. **Amendment to PPA.** Commencing on the First Amendment Effective Date, the PPA shall be amended as follows:
  - a. **Cover Sheet – Delivery Term.** The reference to “Ten (10) Contract Years” is hereby deleted and replaced in its entirety with “Twelve (12) Contract Years”

**b. Cover Sheet – Expected Energy.** The Expected Energy table is hereby deleted and replaced in its entirety with the table below:

<b>Contract Year</b>	<b>Expected Energy (MWh)</b>
1	400,792.25
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

**c. Cover Sheet – Guaranteed Efficiency Rate.** The Guaranteed Efficiency Rate table is hereby deleted and replaced in its entirety with the table below:

<b>Contract Year</b>	<b>Guaranteed Efficiency Rate</b>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

**d. Cover Sheet – Contract Price.** The Renewable Rate and Storage Rate tables are hereby deleted and replaced in their entirety with the below:

The Renewable Rate shall be:

Contract Year	Renewable Rate
1 – 12	\$ [REDACTED] /MWh (flat with no escalation)

The Storage Rate shall be:

Contract Year	Storage Rate
1 – 12	\$ [REDACTED] /kW-mo. [REDACTED]

[REDACTED]

[REDACTED]

**3. General.**

- a. **Representations Regarding this First Amendment.** Each Party represents and warrants that it is authorized to enter into this First Amendment, that this First Amendment does not conflict with any contract, lease, instrument, or other obligation to which it is a party or by which it is bound, which conflict could reasonably be expected to have a material adverse effect on the ability of such Party to perform its obligations hereunder, and that this First Amendment represents its valid and binding obligation, enforceable against it in accordance with its terms.
- b. **No Other Amendments.** Except as specifically provided in this First Amendment, no other amendments, revisions, or changes are made or have been made to the PPA. All other terms and conditions of the PPA remain in full force and effect.
- c. **Effectiveness of First Amendment.** This First Amendment shall be effective on the First Amendment Effective Date.
- d. **Entire Agreement.** This First Amendment contains the complete agreement among Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations by or between the Parties, whether written or oral, or any prior course of dealing among them, which may have related to the subject matter hereof in any way.

- e. **Conforming References.** Upon the effectiveness of this First Amendment, each reference in the PPA to “this Agreement,” “herein,” or words of like import shall mean and be a reference to the PPA as amended by this First Amendment.
  
- f. **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this First Amendment by facsimile or other electronic means (e.g., email or PDF) will be effective as delivery of an original counterpart to this First Amendment.
  
- g. **Applicable Law.** This First Amendment and the rights and duties of the Parties arising out of this First Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without reference to the conflict of laws rules thereof.

[SIGNATURES ON FOLLOWING PAGE]

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

**IP Darden III, LLC, a Delaware limited liability company**

**Clean Energy Alliance, a California joint powers authority**

By: \_\_\_\_\_  
Name: Simon Ross  
Title: Chief Commercial Officer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Staff Report

**DATE:** January 29, 2026

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Gregory Wade, Chief Executive Officer

**ITEM 10:** Consider Adoption of Resolution No. 2026-008 approving the Edison Electric Institute (EEI) Master Power Purchase and Sale Agreement (Master Agreement), 10-year EEI Confirmations, and associated contract documents with Orange County Power Authority (OCPA) and Authorizing Execution of the Agreements

---

### **RECOMMENDATION:**

That the Clean Energy Alliance (CEA) Board of Directors (Board) Adopt Resolution No. 2026-008 approving the proposed Edison Electric Institute (EEI) Master Power Purchase and Sale Agreement (Master Agreement), 10-year EEI Confirmations, and associated contract documents with Orange County Power Authority (OCPA), referred to herein collectively as “VAMO Agreements”, in substantially final form for California RPS-eligible electric energy and associate Green Attributes, and authorize the Chief Executive Officer to execute the agreements.

### **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 supply for their retail end-users of electricity or natural gas from a taxable (corporate) entity 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.

In order to execute prepay transactions, CCAs must have substantial volumes of long-term power purchase contracts which can be included under the bond transactions to be prepaid – Power Purchase Agreements (PPAs) are often the core volumes underlying prepayment transactions, supplemented with other long-term contracts. Voluntary Allocation Market Offer (VAMO) transactions between CCAs and their respective Investor-Owned Utilities (IOUs) – such as San Diego Gas & Electric (SDG&E) in CEA’s case – are one such supplemental long-term transaction which CCAs have included in prepayment transactions. In order for these volumes to be included in a prepay transaction, the seller must agree to its inclusion; since IOUs have not been receptive to this structure, CCAs have executed VAMO trades of respective allocations which can be included in each other’s prepayment transactions.

CEA’s existing VAMO agreement currently sources over 800,000 MWh of renewable energy and associated Green Attributes (i.e., Renewable Energy Certificates or RECs) each year through an EEI Master Agreement and Confirm with San Diego Gas and Electric (SDG&E) executed in December 2021. This

agreement was entered into after CEA's participation in the Voluntary Allocation Market Offer (VAMO) mechanism adopted by the California Public Utilities Commission in D.21-05-030. OCPA has a similar set of agreements with Southern California Edison for renewable energy and RECs.

OCPA contacted CEA to propose a potential VAMO trade between the organizations to facilitate a prepayment bond issuance that OCPA is targeting for February 2026. CEA and OCPA would swap up to 550,000 MWh each year from their respective VAMO volumes between July 2026 and June 2036 to enable both parties to secure prepayment of such volumes through their respective and independent prepayment bonds. CEA and OCPA will each retain CAISO revenues associated with the delivery of energy and pay each other the same administratively set REC price, which mirrors the prices paid by CEA and OCPA to the IOUs under their respective VAMO contracts, such that there is no fiscal impact from the VAMO swap itself. While CEA does not have an immediate prepay bond issuances underway, it anticipates executing its own similar prepayment transaction in the near future.

Along with CEA's existing and future PPAs, this transaction under Board consideration would facilitate a future prepayment deal with anticipated cost savings for CEA. Staff recommends that the Board adopt Resolution No. 2026-008 authorizing the Chief Executive Officer to execute the VAMO Agreements, subject to CEA's Transactions Attorney approval of the form.

**FISCAL IMPACT:**

There will be no direct fiscal impact from the VAMO Agreements. However, these agreements are 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:



\_\_\_\_\_  
Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Resolution No. 2026-008, approving the EEI Master Power Agreement, 10-year EEI Confirmation, and associated contract documents, and Authorizing Execution of the Amendment
- B. Redacted VAMO Agreements Package

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2026-008**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLEAN ENERGY ALLIANCE  
APPROVING EDISON ELECTRIC INSTITUTE (EEI) MASTER POWER PURCHASE AND  
SALE AGREEMENT (MASTER AGREEMENT), 10-YEAR EEI CONFIRMATIONS, AND  
ASSOCIATED CONTRACT DOCUMENTS WITH ORANGE COUNTY POWER  
AUTHORITY (OCPA) AND AUTHORIZING EXECUTION OF THE AGREEMENTS**

**WHEREAS**, the 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**, many Community Choice Aggregators (CCAs) have issued tax-exempt municipal bonds to prepay supply for their retail end customers to achieve cost savings, and CEA anticipates that it may desire to execute a similar transaction in the near future; and

**WHEREAS**, the proposed EEI Master Power Purchase and Sale Agreement, 10-year EEI Confirmations for Voluntary Allocation Market Offer (VAMO) renewable energy volumes, and associated contract documents with OCPA, referred to herein collectively as “VAMO Agreements”, will facilitate a future prepayment issuance without financial risk or fiscal impact to 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.

Section 2. The VAMO Agreements are hereby approved.

Section 3. The Chief Executive Officer is hereby authorized and directed to execute such VAMO Agreements as presented to the Board on January 29, 2026. The Chief Executive Officer is hereby further 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 29th day of January, 2026, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

---

[VACANT], Board Chair

ATTEST:

---

Ana Marie Alarcon, Clerk to the Board

**MASTER POWER PURCHASE AND SALE AGREEMENT**

**COVER SHEET**

This *Master Power Purchase and Sale Agreement* ("**Master Agreement**") is made as of the following date: [\_\_\_\_], 2026 ("**Effective Date**"). The *Master Agreement*, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the "**Agreement.**" The Parties to this *Master Agreement* are the following:

**Name:** Clean Energy Alliance, a California joint powers authority ("**CEA**" or "**Party A**")

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Name:** Orange County Power Authority, a California joint powers authority ("**Counterparty**" or "**Party B**")

[REDACTED]

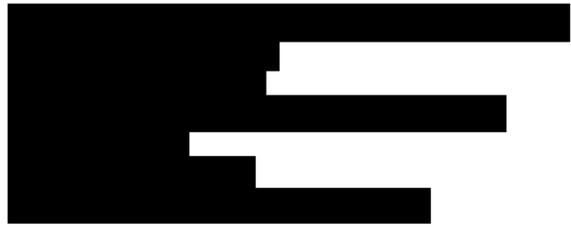
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



The Parties hereby agree that the General Terms and Conditions of the EEI Master Agreement - Version 2.1 (modified 4/25/00) are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff      Not Applicable

Party B Tariff      Not Applicable

---

**Article Two**

Transaction Terms and Conditions     Optional provision in Section 2.4. If not checked, inapplicable.

---

**Article Four**

Remedies for Failure to Deliver or Receive                       Accelerated Payment of Damages. If not checked, inapplicable.

---

**Article Five**

Events of Default; Remedies                       Cross Default for Party A:  
 Party A: CEA    Cross Default Amount: \$25,000,000  
 Other Entity:    Cross Default Amount:  
 Cross Default for Party B:  
 Party B: Orange County Power Authority                      Cross Default Amount: \$25,000,000  
 Other Entity: \_\_\_\_\_                      Cross Default Amount \$ \_\_\_\_\_

5.6 Closeout Setoff

- Option A (Applicable if no other selection is made.)
  - Option B - Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows: \_\_\_\_\_
  - Option C (No Setoff)
- 

**Article Eight**

Credit and Collateral Requirements                      8.1 Party A Credit Protection:  
(a) Financial Information:  
 Option A Specify: \_\_\_\_\_  
 Option B Specify: \_\_\_\_\_  
 Option C Specify: (1) The annual report containing audited consolidated financial statements for such fiscal year of Party B as soon as practicable after demand, but in no event later than 180 days after the end of each annual period and such request will be deemed to have been filled if such financial statements are available at <http://ocpower.org>, and (2) quarterly unaudited financial statements for Party B as soon as practicable upon demand, but in no event later than 90 days after the applicable quarter. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or

certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements. The first quarterly audited statement will be provided within 90 days after the fiscal quarter during which Party A begins deliveries under a Transaction. Party B's fiscal year ends June 30.

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable.
- Applicable

If applicable, the provisions of Section 8.1(c) of the Agreement shall be replaced by the provisions of the Collateral Annex attached hereto.

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party B if Party B's Credit Rating falls below \_\_\_\_\_ from S&P or \_\_\_\_\_ from Moody's or if Party B is not rated by either S&P or Moody's
- Other: Specify: \_\_\_\_\_

(e) Guarantor for Party B: N/A

Guarantee Amount: N/A

8.2 Party B Credit Protection:

(a) Financial Information:

- Option A Specify: \_\_\_\_\_
- Option B Specify: \_\_\_\_\_
- Option C Specify: The annual report containing audited consolidated financial statements for such fiscal year of Party A as soon as practicable after demand, but in no event later than 180 days after the end of each annual period and such request will be deemed to have been filled if such financial statements are available at <https://thecleanenergyalliance.org/>, and (2) quarterly unaudited financial statements for Party B for the first three quarters of its fiscal year as soon as practicable upon demand, but in no event later than 90 days after the applicable quarter. Should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements. The first quarterly unaudited

statement will be provided within 90 days after the fiscal quarter during which Party A begins deliveries under a Transaction.

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- Applicable

If applicable, the provisions of Section 8.2(c) of the Agreement shall be replaced by the provisions of the Collateral Annex attached hereto.

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party A if Party A's Credit Rating falls below BBB- from S&P or Baa3 from Moody's or if Party A is not rated by either S&P or Moody's
- Other: Specify: \_\_\_\_\_

(e) Guarantor for Party A: N/A

Guarantee Amount: N/A

---

**Article Ten**

Confidentiality  Confidentiality Applicable      If not checked, inapplicable.

---

**Schedule M**

- Party A is a Governmental Entity or Public Power System
- Party B is a Governmental Entity or Public Power System
- Add Section 3.6. If not checked, inapplicable
- Add Section 8.6. If not checked, inapplicable

**Other Changes**

**This Master Power Purchase and Sale Agreement and the associated Collateral Annex incorporate, by reference, the changes published in the EEI Errata, Version 1.1, dated July 18, 2007.**

**ARTICLE ONE: GENERAL DEFINITIONS.**

1. Section 1.1 is amended by adding the following sentence at the end of the definition of "Affiliate":

"Notwithstanding the foregoing, the Parties hereby agree and acknowledge that (i) with respect to Party A, the public entities designated as members or participants under the Joint Powers Agreement creating Party B shall not constitute or otherwise be deemed an "Affiliate" for the purposes of this Master Agreement or any Confirmation executed in connection therewith, and (ii) with respect to Party B the public entities designated as members or participants under the Joint Powers Agreement creating Party B shall not constitute or

otherwise be deemed an “Affiliate” for the purposes of this Master Agreement or any Confirmation executed in connection therewith.”

2. Section 1.4 is amended by deleting the first sentence and replacing it to read as follows: “Business Day” means any day except a Saturday, Sunday, the Friday immediately following the Thanksgiving holiday or a Federal Reserve Holiday.”
3. Section 1.12 is amended by deleting in the fourth line the word “issues” and replacing it with word “issuer”.
4. Section 1.23(ii) is amended in the second sentence by inserting the following text after the word “hereunder”: “or to obtain the Product at a more advantageous price or under more advantageous terms and conditions.”
5. Section 1.23(iv) is amended by inserting the following text after the phrase “Contract Price”: “or under more advantageous terms to a third party purchaser.”
6. Section 1.23 is amended by inserting in the thirteenth line of this subsection before the phrase “foregoing factors” the word “two.”
7. Section 1.24 is amended by adding before the period at the end thereof the following: “in accordance with Section 5.2” and by adding at the end: “based on the prime rate of interest as published from time to time under The Wall Street Journal for such period.”
8. A new Section 1.26A is added as follows:

“1.26A “Joint Powers Agreement” means the Joint Powers Agreement, effective as of November 4, 2019, as amended, providing for the formation of Party A, as such agreement may be further amended or amended and restated.”
9. A new Section 1.26B is added as follows:

“1.26B “Joint Powers Agreement” means the Joint Powers Agreement, effective as of November 20, 2020, as amended, providing for the formation of Party B, as such agreement may be further amended or amended and restated.”
10. Section 1.27 is amended by deleting the phrase “or a foreign bank with a U.S. branch” and replacing it with the phrase “or a U.S. branch of a foreign bank.”
11. Section 1.28 is amended by adding to the end thereof: “based on the prime rate of interest as published from time to time under The Wall Street Journal for such period.”
12. Section 1.30 is amended by deleting “Investor Services” and replacing it with “Investors Service”.
13. Section 1.50 is amended by deleting the reference to section “2.4” and replacing it with “2.5”.
14. Section 1.51 is amended by inserting “for delivery” in the second line after the text “at the Delivery Point” and replacing “at Buyer’s option” with “absent a purchase” in the fifth line.
15. Section 1.52 is amended by (i) deleting the words “Rating” and “Group” from the first line and replacing with “Financial Services LLC” and (ii) by replacing the words in the parenthetical with “a subsidiary of McGraw-Hill Companies, Inc.”
16. Section 1.53 is amended by (i) deleting the phrase “at the Delivery Point” from the second line, (ii) deleting the phrase “at Seller’s option” from the fifth line and replacing it with the phrase “absent a sale”, and (iii) inserting after the word “liability” in the ninth line the following: “provided, further, if the Seller is unable

after using commercially reasonable efforts to resell all or a portion of the Product not received by the Buyer, the Sales Price with respect to such unsold Product shall be deemed equal to zero (0).”

17. Section 1.56 is amended by deleting the words “pursuant to Section 5.2” and adding before the period at the end thereof the following: “, as determined in accordance with Section 5.2.”
18. Section 1.60 is amended by inserting the words “in writing” immediately following the words “agreed to”.
19. The following definition is added to Article 1:

“Member” means the city, county or joint powers authority which is a member of Party A or Party B, as applicable.

**ARTICLE TWO: TRANSACTION TERMS AND CONDITIONS.**

20. Section 2.1 is deleted in its entirety and replaced with the following:

“A Transaction, or an amendment, modification or supplement thereto, shall be entered into only upon a writing signed by both Parties. Each Party agrees not to contest, or assert any defense to, the validity or enforceability of the Transaction entered into in accordance with this Master Agreement based on any lack of authority of the Party or any lack of authority of any employee of the Party to enter into a Transaction.”

21. Section 2.3 is deleted in its entirety and replaced with the following:

“Confirmation. A Transaction shall be entered into only by a written confirmation in a form mutually agreeable to both Parties and signed by both Parties (“Confirmation”). Notwithstanding anything to the contrary in this Master Agreement, this Master Agreement and any and all Confirmations may not be amended or modified except by an instrument in writing signed by both of the Parties.”

22. Section 2.4 is amended by deleting the phrase “either orally or” in the sixth and seventh lines and adding “a” before the word “writing”.

23. Section 2.5 is deleting in its entirety and replaced with the following:

“Unless a Party expressly objects to a Recording (defined below) at the beginning of a telephone conversation, each Party consents to the creation of a tape or electronic recording (“Recording”) of all telephone conversations between the Parties to this Master Agreement, and that any such Recordings will be retained in confidence and secured from improper access; provided, however, that both Parties acknowledge and agree that any such recording may not be submitted as evidence in any proceeding or action relating to this Agreement. Each Party waives any further notice of such monitoring or recording, and agrees to notify its officers and employees of such monitoring or recording and to obtain any necessary consent of such officers and employees.”

**ARTICLE THREE: OBLIGATIONS AND DELIVERIES.**

24. Section 3.2 shall be amended by adding the following at the end thereof:

“Product deliveries shall be scheduled in accordance with the then-current applicable tariffs, protocols, operating procedures and scheduling practices for the relevant region.”

**ARTICLE FOUR: REMEDIES FOR FAILURE TO DELIVER/RECEIVE**

25. Insert the following provision as a new Section 4.3:

“4.3 Suspension of Performance. Notwithstanding, and in addition to the remedies provided pursuant to Sections 4.1 and 4.2, if Seller or Buyer fails to schedule and/or deliver/receive all or part of the Product

pursuant to a Transaction for a period of three (3) or more consecutive days during any Delivery Period, and such failure is not excused under the terms of the Product, by the other Party's failure to perform or by agreement of the Parties, then upon one (1) Business Day prior notice, and for so long as the non-performing Party fails to perform, the performing Party shall have the right to suspend its performance under such Transaction. In the event the performing Party suspends performance pursuant to this Section 4.3, it shall not be obligated to resume performance until it has received notice from the non-performing Party at least one (1) Business Day prior to the date upon which the non-performing Party intends to resume its performance."

26. Insert the following provision as a new Section 4.4:

"4.4 Mitigation. Each Party has a duty to mitigate damages under this Agreement and will use commercially reasonable efforts to minimize any damages it may incur resulting from the other Party's performance or nonperformance hereunder."

**ARTICLE FIVE: EVENTS OF DEFAULT; REMEDIES**

27. Section 5.1(a) is amended by changing "three (3) Business Days" to "five (5) Business Days".

28. Section 5.1(b) is amended by deleting the words "or repeated" at the end of that section.

29. Section 5.1(c) is amended by changing "three (3) Business Days" to "thirty (30) days".

30. Section 5.1(g) is deleted in its entirety and replaced with the following:

"(g) if the applicable cross default section in the Cover Sheet is indicated for such Party, the occurrence and continuation of a default, event of default or other similar condition or event in respect of such Party or any other party specified in the Cover Sheet for such Party under one or more agreements or instruments, individually or collectively, relating to indebtedness for borrowed money in an aggregate amount of not less than the applicable Cross Default Amount (as specified in the Cover Sheet), which results in such indebtedness becoming immediately due and payable; provided, however, that it shall not constitute an Event of Default under this Section 5.1(g) if (i) such event, condition or failure is a failure to pay caused by an error or omission of an administrative or operational nature, (ii) funds were available to such Party to enable it to make the relevant payment when due, and (iii) such event, condition or failure is remedied on or before the third Business Day after receipt of written notice of its occurrence;"

31. Section 5.1 is further amended by adding a new subsection (i) which reads as follows:

"(i) Party A or Party B commits an Event of Default under or otherwise defaults under one or more of such Party's Security Documents (as defined below in Schedule M) and such Event of Default or default continues after giving effect to any applicable notice requirement or cure or grace period."

32. Section 5.1(h)(v) is amended by adding "made in connection with this Agreement" after "any guaranty".

33. Section 5.2 is deleted in its entirety and replaced with the following:

"5.2 Effect of Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing, the Non-Defaulting Party may do one or more of the following: (a) withhold any payments due to the Defaulting Party under this Agreement; (b) suspend performance due to the Defaulting Party under this Agreement; and/or (c) by giving not more than twenty days' notice, designate a day not earlier than the day such notice is effective as an "Early Termination Date" in respect of all outstanding Transactions (each referred to as a "Terminated Transaction"). The Non-Defaulting Party shall calculate in a commercially reasonable manner a Settlement Amount for each such Terminated Transaction as of the Early Termination Date (or, to the extent that in the reasonable opinion of the Non-Defaulting Party certain of such Terminated Transactions are commercially impracticable to liquidate and terminate or may not be liquidated and terminated under applicable law on the Early Termination Date, then each such

Transaction (individually, an “Excluded Transaction”) shall be terminated as soon thereafter as reasonably practicable, and upon termination shall be deemed to be a Terminated Transaction and the Termination Payment payable in connection with all such Transactions shall be calculated in accordance with Section 5.3 below. The Gains and Losses for each Terminated Transaction shall be determined by calculating the amount that would be incurred or realized to replace or to provide the economic equivalent of the remaining payments or deliveries in respect of that Terminated Transaction. The Non-Defaulting Party (or its agent) may determine its Gains and Losses by reference to information either available to it internally or supplied by one or more third parties including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets. Third parties supplying such information may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. If the Non-Defaulting Party’s aggregate Gains exceeds its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the Settlement Amount shall be zero dollars (\$0.00)

34. Section 5.3 is amended by adding “plus, at the option of the Non-Defaulting Party, any cash or other form of liquid security then in the possession of the Defaulting Party or its agent pursuant to Article 8,” after the first use of the phrase “due to the Non-Defaulting Party” in the sixth line.

35. Section 5.4 is amended by deleting the words “two (2)” and inserting the words “five (5)”.

36. The following shall be added to the end of Section 5.4:

“The Termination Payment shall bear interest at the Interest Rate from the date upon which notice is effective until paid. Notwithstanding any provision to the contrary contained in this Agreement, the Non-Defaulting Party shall not be required to pay to the Defaulting Party any amount under Article Five until the Non-Defaulting Party receives confirmation satisfactory to it in its reasonable discretion (which may include an opinion of its counsel) that all other obligations of any kind whatsoever of the Defaulting Party and any of its Affiliates to make any payments to the Non-Defaulting Party or any of its Affiliates under this Agreement or otherwise which are due and payable as of the Early Termination Date (including for these purposes amounts payable pursuant to Excluded Transactions) have been fully and finally performed and that the Defaulting Party has returned any Performance Assurance of the Non-Defaulting Party’s that is held simultaneously or before the Non Defaulting Party makes any Termination Payment hereunder.”

37. Section 5.7 is deleted in its entirety and replaced with the following:

“5.7 Suspension of Performance. Notwithstanding any other provision of this Master Agreement, if an Event of Default shall have occurred and be continuing, the Non-Defaulting Party, upon written notice to the Defaulting Party, shall have the right (i) to suspend performance under any or all Transactions; provided, however, in no event shall any such suspension continue for longer than twenty (20) NERC Business Days with respect to any single Transaction unless an Early Termination Date shall have been declared and notice thereof pursuant to Section 5.2 given, (ii) to suspend payment until the Event of Default is cured, and (iii) to the extent an Event of Default shall have occurred and be continuing to exercise any remedy available at law or in equity.”

#### **ARTICLE SIX: PAYMENT AND NETTING.**

38. In Section 6.3, in the first, seventh and eighth sentences, delete the words, “twelve (12) months” and insert “two (2) years”.

39. In Section 6.3, in the fifth sentence, delete the words “two (2)” and insert the words “five (5)”.

#### **ARTICLE SEVEN: LIMITATIONS.**

40. Section 7.1 is hereby revised as follows:

“7.1 Limitation of Remedies, Liability and Damages. EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR’S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, THE OBLIGOR’S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. ~~UNLESS EXPRESSLY HEREIN PROVIDED,~~ NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION SET FORTH IN THIS AGREEMENT OR OTHERWISE, PROVIDED, HOWEVER, NOTHING IN THIS SECTION SHALL AFFECT THE ENFORCEABILITY OF THE PROVISIONS OF THIS AGREEMENT EXPRESSLY ALLOWING FOR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, REMEDIES FOR FAILURE TO DELIVER/RECEIVE IN SECTIONS 4.1 AND 4.2, AND CALCULATION AND PAYMENT OF THE TERMINATION PAYMENT IN SECTIONS 5.2 AND 5.3. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS AND ARE NOT PENALTIES.”

**ARTICLE TEN: MISCELLANEOUS.**

41. In Section 10.2, delete the phrase “(including any Confirmation accepted in accordance with Section 2.3)” from Sections 10.2(ii), (iii), (iv), (vi), (vii), (viii), (x) and (xi) and replace it with “(including any Confirmation executed in accordance with Section 2.3)”.
42. After Section 10.2(xii) add the following:
  - “(xiii) each Transaction that is not executed or traded on a trading facility, as defined in the Commodity Exchange Act, is subject to individual negotiation by the Parties;
  - (xiv) it intends that all payments made or to be made by one Party to the other Party pursuant to this Agreement constitute “settlement payments”;
  - (xv) it intends that all transfers of Performance Assurance by one Party to the other Party under this Agreement constitute “margin payments”;
  - (xvi) it intends that each Party’s rights under Section 5.2, Declaration of an Early Termination Date and Calculation of Settlement Amounts, and Section 5.3, Net Out of Settlement Amounts constitute a “contractual right to liquidate” Transactions;
  - (xvii) it is an “eligible commercial entity” within the meaning of Section 1a (17) of the Commodity Exchange Act, as amended (the “Commodity Exchange Act”); and

(xviii) it is an “Eligible Contract Participant” as defined in Section 1a(18) of the Commodity Exchange Act, as amended, 7 U.S.C. § 1a(18).”

43. Section 10.2(ix) is deleted in its entirety and replaced with the following:

“Each Party intends that it is a “forward contract merchant” within the meaning of the Title 11 of the United States Code, as amended (the “Bankruptcy Code”), all payments made or to be made by one Party to the other Party pursuant to this Agreement constitute a “settlement payment” within the meaning of the Bankruptcy Code, all transfers of Performance Assurance by one Party to the other Party under this Agreement constitute a “margin payment” within the meaning of the Bankruptcy Code, each Party shall have the “contractual right” to terminate, liquidate, accelerate, or offset the transaction as a “master netting agreement participant” within the meaning of the Bankruptcy Code, electricity delivered hereunder constitutes a “good” under Section 503(b)(9) of the Bankruptcy Code, and the Parties are entities entitled to the rights under, and protections afforded by, Sections 362, 546, 553, 556, 560, 561 and 562 of the Bankruptcy Code.”

44. Section 10.5 is amended by (i) changing the section number to 10.5(a); (ii) deleting the words “which consent may be withheld in the exercise of its sole discretion” and replacing them with the words “which consent shall not be unreasonably withheld”, (iii) moving the parenthetical “(and without relieving itself from liability hereunder)” that appears in the fourth line so that it follows immediately after the text that follows subsection 10.5(i), and (iv) deleting the words from the beginning of clause (v) through the words prior to “provided, however, that in each such case, any such assignee” and replacing them with:

“(ii) transfer or assign this Agreement to an Affiliate of such Party so long as (x) such Affiliate’s creditworthiness is equal to or higher than that of such Party or the Guarantor, if any, for such Party, or (y) the obligations of such Affiliate are guaranteed or otherwise supported by such Party or its Guarantor, if any, in accordance with a guaranty agreement or other credit support, in form, substance and amount and from a Guarantor or other credit support provider, in each case that is satisfactory to the other Party in its sole discretion, and (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of such Party whose creditworthiness is equal to or higher than that of such Party or its Guarantor, if any; provided, however, that in the case of any assignment pursuant to subsections (ii) or (iii) above, regardless of whether the assigning party is Party A or Party B, any such assignee (1) can make all of the representations and warranties of the assignor set forth herein after giving effect to such transfer, (2) complies with the non-assigning party’s know-your-customer and anti-money laundering internal rules, policies and procedures as reasonably and consistently applied, and (3) such transferee has satisfied all of the credit support requirements of such Party under this Agreement.”

45. A new Section 10.5(b) is hereby added:

“10.5(b) Special Financing Arrangements. Either Party A or Party B, when acting as a buyer, may negotiate a financing arrangement for its obligations under one or more Confirmations pursuant to this Agreement by which the buyer would prepay its obligations for all or a portion of the term of such Confirmations (the “Prepay Period”) to a third party financial intermediary, which intermediary would then assume (i) the right to take delivery of Product during the Prepay Period; and (ii) the obligation to make payments to the seller during the Prepay Period. Actual scheduling and delivery of Product pursuant to the Confirmations would remain unchanged and no additional risks or obligations will be placed on the seller. It is further understood that the creditworthiness of the third party financial intermediary (or its parent) will be the same or better than that of the buyer and that if the third party financial intermediary is a special purpose entity, the parent entity will provide a guaranty of the payment obligations. Either Party A or Party B, when acting as a seller, agrees to cooperate with the buyer in connection with the limited assignment of rights and obligations under the Agreement in connection with such financing arrangement, subject to confirming (i) the creditworthiness of the third party financial intermediary and any parent guarantor; and (ii) that the contractual documents related to the arrangement do not impose any substantial additional contractual risk on the seller.”

46. Section 10.6 shall be deleted in its entirety and replaced with the following:

“10.6 Governing Law and Venue; Waiver of Jury Trial. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HEREBY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. (b) EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN LOS ANGELES, CALIFORNIA, FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM.

The Parties intend for the foregoing waiver to be enforced to the fullest extent permitted under applicable law as in effect from time to time. To the extent that the waiver in clause (a) above is not enforceable at the time that any action or proceeding is filed in a court of the State of California by or against any Party, then (i) the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee (who shall be a single active or retired judge) to hear and determine all of the issues in such action or proceeding (whether of fact or of law) and to report a statement of decision, provided that at the option of any Party, any such issues pertaining to a “provisional remedy” as defined in California Code of Civil Procedure Section 1281.8 shall be heard and determined by the court, and (ii) the Parties shall share equally all fees and expenses of any referee appointed in such action or proceeding.”

47. Section 10.8 is amended by adding the following at the end of the second to last sentence: “and the rights of either Party pursuant to (i) Article 5, (ii) Section 7.1, (iii) Section 10.11 (iv) Waiver of Jury Trial provisions, if applicable, (v) the obligation of either Party to make payments hereunder, (vi) Section 10.6 (vii) Section 10.13 and (viii) section 10.4 shall also survive the termination of the Agreement or any Transaction.”

48. Section 10.10 is amended by adding the following after the last sentence:

“Each Party further agrees that, for purposes of this Agreement, the other Party is not a “utility” as such term is used in 11 U.S.C. Section 366, and each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the other Party is a provider of last resort.”

49. Section 10.11 is deleted in its entirety and replaced with the following:

“10.11 Confidentiality. If the Parties have elected on the Cover Sheet to make this Section 10.11 applicable to this Master Agreement, neither Party shall disclose the terms or conditions of a Transaction under this Master Agreement or the completed Cover Sheet to this Master Agreement to a third party (other than the Party’s Affiliates, employees, lenders, counsel, insurers, accountants or advisors, or any such representatives of a Party’s Affiliates, who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding or to the extent such information is delivered to such third party for the sole purpose of calculating a published index applicable to such Party or any of its Affiliates; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all

remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. The Parties agree and acknowledge that nothing in this Section 10.11 prohibits a Party from disclosing any one or more of the commercial terms of a Transaction (other than the name of the other Party unless otherwise agreed to in writing by the Parties) to any industry price source for the purpose of aggregating and reporting such information in the form of a published energy price index.

Party A and Party B acknowledge and agree that the Master Agreement and any Confirmations executed in connection therewith are subject to the requirements of the California Public Records Act (Government Code Section 7920 et seq.). In order to designate information as confidential, the disclosing party must clearly stamp and identify the specific portion of the material designated with the word “Confidential.” The Parties agree not to over-designate material as confidential. Over-designation would include stamping whole agreements, entire pages or series of pages as Confidential that clearly contain information that is not confidential.

Upon request or demand of any third person or entity not a Party hereto to a Party (“Receiving Party”) pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information (“Requested Confidential Information”), Receiving Party will as soon as practical notify the other Party (“Disclosing Party”) in writing via email that such request has been made. Disclosing Party will be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release of the Requested Confidential Information to the third party by Receiving Party. If Disclosing Party takes no such action after receiving the foregoing notice from Receiving Party, Receiving Party shall, at its discretion, be permitted to comply with the third party’s request or demand and is not required to defend against it. If Disclosing Party does take or attempt to take such action, Receiving Party shall provide timely and reasonable cooperation to Disclosing Party, if requested by Disclosing Party, and Disclosing Party agrees to indemnify and hold harmless Receiving Party, its officers, employees and agents (“Receiving Party Indemnified Parties”), from any claims, liability, award of attorneys’ fees, or damages, and to defend any action, claim or lawsuit brought against any of Receiving Party Indemnified Parties for Receiving Party’s refusal to disclose any Requested Confidential Information.”

50. The following provision is added as Section 10.12:

“10.12 UCC Applicable and Utility Disclaimer. Notwithstanding the laws of the State of California to the contrary, the Parties agree that (i) each Product is a “good” as such term is defined in the Uniform Commercial Code of the State of California, and (ii) all of the provisions of the Uniform Commercial Code of the State of California shall apply to this Agreement and all Transactions. Each Party further agrees that the other Party is not a “utility” as such term is used in 11 U.S.C. § 366, and each Party agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. § 366 in any bankruptcy proceeding involving such Party, and further agrees that the other Party is not a provider of last resort.”

51. The following provision is added as Section 10.13:

“10.13 Imaged Documents. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically (“Imaged Documents”). Imaged Documents may be introduced as evidence in any proceeding as if such were original business records.”

52. The following provision is added as Section 10.14:

“10.14 FERC Standard of Review; Certain Covenants and Waivers

(a) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in subsection (c) below is unenforceable or ineffective as to such Party), a non-party or FERC acting sua sponte, shall solely be the “public interest” application of the “just and reasonable” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by *Morgan*

*Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 128 S. Ct. 2733 (2008) and *NRG Power Marketing, LLC v. Maine Public Utilities Commission*, 130 S. Ct. 693 (2010) (“Mobile-Sierra doctrine”).

(b) In addition, and notwithstanding the foregoing subsections (a) and (b), to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC or PUC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC or PUC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable law, neither Party shall unilaterally seek to obtain from FERC or PUC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in applicable law or market conditions that may occur. In the event it were to be determined that applicable law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this subsection (c) shall not apply, provided that, consistent with the foregoing subsections (a) and (b), neither Party shall seek any such changes except solely under the “public interest” application of the “just and reasonable” standard of review and otherwise as set forth in the foregoing subsections (a) and (b).

(c) The Parties agree that in the event that any portion of this Section 10.14 is determined to be invalid, illegal or unenforceable for any reason, the provisions of subsections (a) and (b) shall be unaffected and unimpaired thereby, and shall remain in full force and effect, to the fullest extent permitted by applicable law.”

53. The following provision is added as Section 10.15:

“10.15 Cyber Attack. In addition to the provisions of Section 3.3, the parties hereby agree that a Cyber Attack (as defined below) that causes (i) the failure to perform a Firm obligation or (ii) a breach of a Party’s confidentiality obligations arising under Section 10.11 will constitute an event of Force Majeure. In addition, notwithstanding the provisions of Section 5.1, the parties agree that a failure to pay that is solely the result of a Cyber Attack will not constitute an Event of Default; provided that (a) sufficient funds were available for such party to fulfill its obligations hereunder on the relevant date, and (b) the payment is made as soon as practicable but in no event later than 15 days after the occurrence of the Cyber Attack. “Cyber Attack” means a third-party attack that compromises the integrity or availability of information from an information system or systems required to perform the obligations under this Master Agreement that is outside the Party’s control.”

54. The following provision is added as Section 10.16:

“10.16 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Without limiting the foregoing, a facsimile copy of this Agreement or copy of this Agreement sent via electronic mail in a portable document format (“PDF”) will be considered an original.”

55. The following provision is added as Section 10.17:

56. “10.17 No Recourse Against Members of Party A. Party A is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Cal. Government Code § 6500, *et seq.*) and is a public entity separate from its Members. Party A will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement in accordance with, and subject to, the terms and conditions of each Transaction. Party B will have no rights and will not make any claims, take any actions or assert any remedies against any of Party A’s Members, or the officers, directors, advisors, contractors, consultants or employees of Party A or Party A’s Members, in connection with this Agreement. The Parties agree that Party A’s obligations to make payments with respect to this Master Agreement and each Transaction, are to be made solely from Party A, and not from the individual Members of Party A.”

57. The following provision is added as Section 10.18:

“10.18 No Recourse Against Members of Party B. Party B is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Cal. Government Code § 6500, *et seq.*) and is a public entity separate from its Members. Party B will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement in accordance with, and subject to, the terms and conditions of each Transaction. Party A will have no rights and will not make any claims, take any actions or assert any remedies against any of Party B’s Members, or the officers, directors, advisors, contractors, consultants or employees of Party B or Party B’s Members, in connection with this Agreement. The Parties agree that Party B’s obligations to make payments with respect to this Master Agreement and each Transaction, are to be made solely from Party B, and not from the individual Members of Party B.”

58. The following provision is added as Section 10.19:

“10.19 Generally Accepted Accounting Principles. Any reference to “generally accepted accounting principles” shall mean, with respect to an entity and its financial statements, generally accepted accounting principles, consistently applied, adopted or used in the jurisdiction of the entity whose financial statements are being considered for the purposes of this Agreement. Party A acknowledges that Party B is governed by the Governmental Accounting Standards Board with respect to generally accepted accounting principles.”

59. The following provision is added as Section 10.20:

“10.20 Index Transactions. If the Contract Price for a Transaction is determined by reference to a third-party information source, then the following provisions shall be applicable to such Transaction:

(i) Market Disruption. If a Market Disruption Event occurs during a Determination Period, the Floating Price for the affected Trading Day(s) shall be determined by reference to the Floating Price specified in the Transaction for the first Trading Day thereafter on which no Market Disruption Event exists; provided, however, if the Floating Price is not so determined within three (3) Business Days after the first Trading Day on which the Market Disruption Event occurred or existed, then the Parties shall negotiate in good faith to agree on a Floating Price (or a method for determining a Floating Price), and if the Parties have not so agreed on or before the twelfth Business Day following the first Trading Day on which the Market Disruption Event occurred or existed, then the Floating Price shall be determined in good faith by taking the average of two dealer quotes obtained from dealers of the highest credit standing which satisfy all the criteria that the Seller applies generally at the time in deciding to offer or to make an extension of credit. Notwithstanding the foregoing and subject to time limitations set forth in Sub-Section (ii) below, if the Parties have determined a Floating Price pursuant to this Sub-Section (i) and at a later date the responsible Price Source announces or publishes the relevant Floating Price, then such Floating Price shall be treated as a corrected price pursuant to Sub-Section (ii) below.

Defined terms used in this Section 10.20 will have the following meaning:

“Determination Period” means each calendar month, a part or all of which, is within the Delivery Period of a Transaction.

“Exchange” means, in respect of a Transaction, the exchange or principal trading market specified in the relevant Transaction.

“Floating Price” means a Contract Price specified in a Transaction that is based upon a Price Source.

“Market Disruption Event” means, with respect to any Price Source, any of the following events: (a) the failure of the Price Source to announce or publish the specified Floating Price or information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the Exchange or in the market specified for determining a Floating Price; (c) the temporary or permanent discontinuance or

unavailability of the Price Source; (d) the temporary or permanent closing of any Exchange specified for determining a Floating Price; or (e) a material change in the formula for or the method of determining the Floating Price.

“Price Source” means, in respect of a Transaction, the publication (or such other origin of reference, including an Exchange) containing (or reporting) the specified price (or prices from which the specified price is calculated) specified in the relevant Transaction.

“Trading Day” means a day in respect of which the relevant Price Source published the Floating Price.

(ii) Corrections to Published Prices. For purposes of determining a Floating Price for any day, if the price published or announced on a given day and used or to be used to determine a relevant price is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within three (3) years of the original publication or announcement, either Party may notify the other Party of (i) that correction and (ii) the amount (if any) that is payable as a result of that correction. If, not later than thirty (30) days after publication or announcement of that correction, a Party gives notice that an amount is so payable, the Party that originally either received or retained such amount will, not later than three (3) Business Days after the effectiveness of that notice, pay, subject to any applicable conditions precedent, to the other Party that amount, together with interest at the Interest Rate for the period from and including the day on which payment originally was (or was not) made to but excluding the day of payment of the refund or payment resulting from that correction.

(iii) Calculation of Floating Price. For purposes of calculating a Floating Price, all numbers shall be rounded to four (4) decimal places. If the fifth (5th) decimal number is five (5) or greater, then the fourth (4th) decimal number shall be increased by one (1), and if the fifth (5th) decimal number is less than five (5), then the fourth (4th) decimal number shall remain unchanged.”

60. The following provision is added as Section 10.21:

“10.21 Physical Transactions. Except for any Transactions for environmental attributes such as renewable energy certificates, resource adequacy or other regulatory products, the Parties understand and agree that the Transactions under this Agreement are physical transactions for deferred delivery, and that the Parties contemplate making or taking physical delivery of electric energy. Party A and Party B are each a California community choice aggregator engaged in the business of delivering electric energy to its retail load and routinely makes or takes delivery of electric energy in order to provide service to its retail electric customers.”

61. The following provision is added as Section 10.22:

“10.22 Data Privacy. The Parties may provide each other with information related to an identified or identifiable individual (“Personal Data”), the processing and transfer of which will be done in accordance with data protection laws applicable to such Party.”

#### **SCHEDULE M: GOVERNMENTAL ENTITY OR PUBLIC POWER SYSTEMS.**

Schedule M is amended, with respect to Party A, as follows:

(a) Paragraph A is amended by deleting the term “Act” and replacing it with the following:

“Act” means the Joint Exercise of Powers Act of California (Government Code § 6500 *et seq.*)”

(b) The text of Section 3.4 within Section D of Schedule M shall be deleted in its entirety and replaced with the following:

“Section 3.4 Reserved.”

- (c) The following definitions will be added to Schedule M:

“Account Control Agreement” means, in the case of Party A, the Account Control Agreement among the Collateral Agent, Depository Bank, and Party A, dated March 16, 2021, and in the case of Party B, the Account Control Agreement among the Collateral Agent, Depository Bank, and Party B, dated October 29, 2021.

“Collateral Agent” has the meaning given it in the Security Documents.

“Depository Bank” has the meaning given it in the Security Documents.

“Intercreditor and Collateral Agency Agreement” means (a) in the case of Party A, the Intercreditor and Collateral Agency Agreement, dated as of March 16, 2021, among the Collateral Agent, Party A and the PPA Providers party thereto from time to time and (b) in the case of Party B, the Intercreditor and Collateral Agency Agreement, dated October 29, 2021, among the Collateral agent, Party B and the PPA Providers party thereto from time to time.

“Minimum Credit Rating” has the meaning given it in Section 3.6.

“PPA Providers” has the meaning given it in the Security Documents.

“Secured Account” means the Lockbox Account (as that term is defined in the Security Agreement).

“Secured Creditors” has the meaning given it in the Security Documents.

“Security Agreement” means, in the case of Party A, the Security Agreement, dated March 16, 2021, among Party A and the Collateral Agent and in the case of Party B, the Security Agreement, dated October 29, 2021, among Party B and the Collateral Agent.

“Security Documents” means, collectively, the Intercreditor and Collateral Agency Agreement, the Security Agreement and the Account Control Agreement.

- (d) The “Special Fund” definition in Schedule M shall be deleted in its entirety and replaced with:

“Special Fund” means the Secured Account.

- (e) In paragraph E of Schedule M, the text of Section 3.6 shall be deleted in its entirety and replaced with the following:

“Section 3.6 Party A Security. The Parties agree that Party A’s obligations to make payments with respect to this Master Agreement and each Transaction are to be made solely from the Special Fund; *provided* that upon notice from Party A that Party A has obtained a Credit Rating of at least BBB- with an outlook designation of “stable” from S&P or Fitch, or Baa3 with an outlook designation of “stable” from Moody’s (each a “Minimum Credit Rating”), upon the request of Party A, Party B shall terminate its status as PPA Provider under the Intercreditor and Collateral Agency Agreement, or, upon request from Party A, cooperate with Party A to terminate the Intercreditor and Collateral Agency Agreement.”

“Section 3.7 Party B Security. The Parties agree that Party B’s obligations to make payments with respect to this Master Agreement and each Transaction are to be made solely from the Special Fund; *provided* that upon notice from Party B that Party B has obtained a Minimum Credit Rating, then upon the request of Party B, Party A shall terminate its status as PPA Provider under the Intercreditor and Collateral Agency Agreement, or, upon request from Party B, will cooperate with Party B to terminate the Intercreditor and Collateral Agency Agreement.”

- (f) In Paragraph F of Schedule M, the text of Section 8.4 shall be deleted in its entirety and replaced with the following:

“Section 8.4 Party A Security. As credit protection to Party B, and as a condition to the effectiveness of the Master Agreement and all Transactions, Party A and Party B have entered into the Security Documents through execution and delivery of a Joinder (as defined in the Intercreditor and Collateral Agency Agreement). Party B shall have the rights and remedies specified in the Security Documents and Party A shall comply with its duties, obligations and responsibilities as specified therein, and such Security Documents have been duly executed and delivered by the Parties and by all third party signatories as contemplated therein and shall be in full force and effect.”

“Section 8.5 Party B Security. As credit protection to Party A, and as a condition to the effectiveness of the Master Agreement and all Transactions, Party A and Party B have entered into the Security Documents through execution and delivery of a Joinder (as defined in the Intercreditor and Collateral Agency Agreement). Party A shall have the rights and remedies specified in the Security Documents and Party B shall comply with its duties, obligations and responsibilities as specified therein.”

- (g) In Paragraph G, the text following the colon shall be deleted in its entirety and replaced with the following:

“NOTWITHSTANDING THE FOREGOING, IN RESPECT OF THE APPLICABILITY OF THE ACT AS HEREIN PROVIDED, THE LAWS OF THE STATE OF CALIFORNIA SHALL APPLY.”

#### **SCHEDULE P: PRODUCTS AND RELATED DEFINITIONS.**

- (a) The Parties agree to add the following definitions to Schedule P:

“**CAISO Energy**” means with respect to a Transaction, a Product under which the Seller shall sell and the Buyer shall purchase a quantity of energy equal to the hourly quantity without Ancillary Services (as defined in the California Independent System Operator (“CAISO”) Tariff) that is or will be scheduled as a schedule coordinator to schedule coordinator transaction pursuant to the applicable tariff and protocol provisions of the CAISO tariff, as amended from time to time for which the only excuse for failure to deliver or receive is an “Uncontrollable Force” as defined in the CAISO Tariff.

“**West Firm**” or “**WSPPC-Firm**” means with respect to a Transaction, a Product defined by the WSPP Agreement as amended, in Service Schedule C as Firm Capacity/Energy Sale or Exchange Service.

“**WSPP Agreement**” means the Western States Power Pool Agreement, as amended from time to time.

- (b) The Parties agree to add the following new Section 7 to Schedule P:

“**Other Products and Service Levels:** The Parties may agree to use a product/service level defined by a different agreement (i.e., the WSPP Agreement, the CAISO Tariff, etc.) for a particular Transaction. Unless the Parties expressly state and agree that all the terms and conditions of such other agreement will apply to any such Transaction, the Transaction shall be subject to all the terms of this Agreement, except that (1) all service level/product definitions; (2) the regional reliability requirements and guidelines; and (3) Force Majeure/Uncontrollable Force definitions shall have the meaning ascribed to them in the different agreement in effect on the date the Transaction was entered into. Provided, however, with respect to Transactions subject to the WSPP Agreement, the methodology for calculating the payments for failure to deliver or receive, under Sections 4.1 and 4.2 hereto, shall be in accordance with Section 21.3 of the WSPP Agreement; provided further, that the “Accelerated Payment of Damages” addressed in Sections 4.1 and 4.2 hereto shall continue to apply to such payments if such election is made on the Cover Sheet.”

*End of Cover Sheet - Signature Page Follows*

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the Effective Date.

**CLEAN ENERGY ALLIANCE,**  
a California joint powers authority

**ORANGE COUNTY POWER AUTHORITY,**  
a California joint powers authority

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Joseph M. Mosca  
Title: Chief Executive Officer

**CONFIRMATION  
LONG-TERM RPS ENERGY AND GREEN ATTRIBUTES**

This confirmation (“Confirmation”) confirms the Transaction between Clean Energy Alliance, a California joint powers authority (“Party A”) and Orange County Power Authority, a California joint powers authority (“Party B”), each individually a “Party” and together the “Parties”, dated as of [\_\_\_\_\_], 2026 (the “Effective Date”), by which Seller agrees to sell and deliver, and Buyer agrees to purchase and receive, the Product (the “Transaction”). This Transaction is governed by, constitutes part of, and is subject to the terms and provisions of the Edison Electric Institute Master Power Purchase and Sale Agreement dated [\_\_\_\_\_] between the Parties (the “Master Agreement”). In the event of a conflict between the provisions of the Master Agreement and this Confirmation, this Confirmation shall control. This Confirmation and the Master Agreement, including any appendices, exhibits or amendments hereto or thereto, shall collectively be referred to as the “Agreement” and will constitute a single agreement between the Parties with respect to the Transaction. Terms capitalized but not defined herein shall have the meaning as set forth in the Master Agreement or the CAISO Tariff.

The Parties agree as follows:

<b>Seller: CEA</b>	<b>Buyer: OCPA</b>
<b>Product:</b>	<p>The “<u>Product</u>” is Energy and associated Green Attributes generated from the Project.</p> <p>During the Delivery Term, Seller shall deliver and sell, and Buyer shall purchase and receive, the Contract Quantity of this Product, subject to the terms and conditions of this Confirmation. Seller shall not substitute or attempt to deliver any Product, including Green Attributes, from any generating resource other than the Project.</p>
<b>Contract Price:</b>	<p>The “<u>Contract Price</u>” means the Index Price plus the Green Attributes Price.</p> <p>The “<u>Green Attributes Price</u>” means the “RPS Adder” for the calendar year in which the RECs are generated, published by the Energy Division of the CPUC as the “Calculation of the Market Price Benchmarks for the Power Charge Indifference Adjustment Forecast and True Up”, which may be revised in future publications by the CPUC as the final “RPS Adder.</p>
<b>Contract Quantity (MWh):</b>	<p>REC Vintage 2026: 400,000 MWh            REC Vintage 2027: 550,000 MWh            REC Vintage 2028: 550,000 MWh            REC Vintage 2029: 550,000 MWh            REC Vintage 2030: 550,000 MWh            REC Vintage 2031: 550,000 MWh            REC Vintage 2032: 550,000 MWh            REC Vintage 2033: 500,000 MWh            REC Vintage 2034: 500,000 MWh            REC Vintage 2035: 400,000 MWh</p>
<b>Delivery Term:</b>	<p>June 1, 2026 through Dec 31, 2035; provided that, for the sole purpose of matching delivery of RECs with Energy, such period will extend through the date that all RECs associated with such Energy have been delivered from Seller to Buyer in accordance with this Confirmation.</p>

<b>Delivery Point:</b>	Ref. to sample: SP15 (TH_SP15_GEN_APND)
<b>Payment Terms:</b>	See Section 2
<b>Collateral:</b>	None

**This Confirmation is subject to the General Terms and Conditions and Exhibits identified below and attached hereto:**

**Exhibit A – Projects**

**Exhibit B – Form of Limited Assignment Agreement**

IN WITNESS WHEREOF, the Parties have signed this Confirmation effective as of the Effective Date.

**ORANGE COUNTY POWER AUTHORITY,**  
a California joint powers authority

**CLEAN ENERGY ALLIANCE,**  
a California joint powers authority

By: \_\_\_\_\_  
Name: Joseph P. Mosca  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: Gregory Wade  
Title: Chief Executive Officer \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS**

**1. PRODUCT.**

1.1 Seller Delivery Obligation.

(a) Seller’s Conveyance of Energy.

- (i) Beginning on the first day of the Delivery Term and throughout all applicable months of the Delivery Term, Seller shall deliver and sell, and Buyer shall purchase and receive, the Product, subject to the terms and conditions of this Confirmation. Seller will not be obligated to sell or replace any Product that is not or cannot be delivered as a result of Force Majeure or which is not received by Seller pursuant to the Upstream Agreement.
- (ii) The Energy transferred hereunder is transferred immediately to Buyer upon receipt of such Energy by Seller. Should any Energy provided by Seller under this Confirmation be determined to not have been transferred to Buyer immediately or to have originated from a resource other than the Project, Seller shall remedy such failure in a manner reasonably acceptable to Buyer within a reasonable period of time after written notice of such failure is given to Seller by Buyer.

- (iii) In the event that Energy being transferred from Seller to Buyer originates from a Project located outside of the state of California that does not have a pseudo-tie arrangement with the applicable California balancing authority, Seller shall provide Buyer a reconciliation consisting of hourly meter data, tag data and associated calculations, lesser of each by hour, for each vintage month of RECs delivered to Buyer under this Confirmation.
- (b) Seller's Conveyance of Green Attributes.
  - (i) During the Delivery Period, Seller, at its own cost and expense, shall maintain its registration with WREGIS. All Green Attributes transferred by Seller hereunder shall be California RPS-compliant, subject to confirmation by the CEC. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.
  - (ii) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the California RPS-Eligible Electric Energy delivered pursuant to 1.1(a) above within five (5) days of Seller's receipt of the WREGIS Certificates for the Green Attributes pursuant to the Upstream Agreement. Seller shall deliver and convey such Green Attributes by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes, to Buyer into Buyer's WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer; provided further, that if Seller fails to properly transfer such WREGIS Certificates to Buyer in accordance with the above due to an error or omission of an administrative or clerical nature and if such failure can be cured with no harm to Buyer, then Seller may cure such failure within thirty (30) days after notice of such failure.
  - (iii) In addition to its other obligations under this Section 1.1, Seller shall convey to Buyer WREGIS Certificates from the Projects that are of the same Vintage Year as the Product that was provided under Section 1.1(a) of this Confirmation.
- (c) Modification of Projects. All Product sold by Seller to Buyer hereunder shall be from the facilities listed in Exhibit A, or subsequently identified pursuant to the Upstream Agreement and the requirements of this Confirmation and otherwise meeting the Seller representations, warranties and covenants set forth herein (each such facility, a "Project" and collectively, the "Projects"). Buyer acknowledges and agrees that under the Upstream Agreement, SDG&E has the right, at any time and in its sole discretion, to reducing the quantity from a Project or removing a Project from the Upstream Agreement. If a Project is removed from the Upstream Agreement, the Project shall cease to be a Project under this Confirmation. Seller shall provide prompt notice to Buyer upon receipt of any notice to Seller from SDG&E of any such reduction or termination has occurred. Seller has the right to amend the list of Projects in Exhibit A from time to time with written notice prior to the delivery of Energy from such Project or Projects to reflect SDG&E's removal of one or more Projects from the Upstream Agreement. Notwithstanding any provision herein to the contrary, Seller may only deliver Product to Buyer from non-emitting, zero-emission generating

facilities. Further, Seller agrees to deliver Product that is hundred percent (100%) from solar generating resources only.

- (d) Quantity of Product. Buyer acknowledges that the quantities of Product available to Seller under the Upstream Agreement is dependent on Seller's load share percentage with SDG&E, which is subject to adjustment on an annual basis. In the event that a reduction in the load share percentage of Seller under the Upstream Agreement results in a change in the amount of Product available to Seller from each Project that is less than the amount that Seller is obligated to deliver to Buyer pursuant to this Confirmation, then the quantity of Product that Seller is obligated to deliver pursuant to this Confirmation will be reduced accordingly.
- (e) Obligation to Deliver; Remedies for Shortfall. Seller's obligation to deliver the Product is a firm obligation, subject only to Force Majeure and Seller's failure to receive such Product under the Upstream Agreement. In the event that Seller is prevented from delivering the quantity of Product set forth in this Confirmation for a reason set forth in this Section 1.1 and not an event of default by Seller, then Buyer will have the right to make a corresponding reduction in volume of Product pursuant to that certain swap confirmation between Buyer and Seller of even date herewith ("Swap Confirmation"), it being understood that this Confirmation and the Swap Confirmation are intended to match in terms of price and quantity.

1.2 Reserved.

1.3 Change in Law.

- (a) If due to any action by the CPUC or any Governmental Authority, or any change in Applicable Law occurring after the Effective Date that modifies the California RPS such that this Confirmation no longer meets the requirements of the California RPS for this Product (a "Change in Law"), Seller shall use commercially reasonable efforts to obtain compliance with such Change in Law provided that such costs should not be greater than [\$25,000] (the "Capped Amount"). This requirement shall not apply to any Product that was delivered prior to any Change in Law if such Product complied with the California RPS that existed when it was delivered.
- (b) The Parties acknowledge that the CEC and/or CPUC may be modifying mandatory contract language, altering the procurement and product qualification rules, and updating the relevant RPS Eligibility Guidebook in a manner consistent with that legislation. If any statutes, rules, regulations, permits or authorizations are enacted, amended, granted or revoked which have the effect of changing the transfer and sale procedure set forth in this Confirmation so that the implementation of this Transaction becomes impossible or impracticable, or otherwise revokes or eliminates the California RPS or language required to conform to the California RPS, subject to Seller's obligation to use commercially reasonable efforts to obtain compliance with a Change in Law up to the Capped Amount, the Parties hereto agree to negotiate in good faith to amend this Confirmation to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Confirmation; provided, however, pending any amendment to this Confirmation, to the extent practicable and lawful, the Parties shall perform their respective obligations hereunder in accordance with Applicable Laws as they existed prior to the effectiveness of such new statutes, regulations, or rules; provided, further, that notwithstanding the

foregoing or anything to the contrary herein, neither Party shall be obligated to perform any obligation hereunder (other than payment obligations) to the extent that doing so would cause such Party to be materially adversely affected. If, after use of commercially reasonable efforts by Seller to obtain compliance with a Change in Law and within thirty (30) days after initiating discussions to amend this Confirmation in accordance with the preceding sentence (“Negotiation Period”), the Parties have not agreed upon any amendments to this Confirmation or other agreed measures such that the Confirmation and/or the Product meet(s) the requirements of the California RPS, either Party may terminate this Confirmation within thirty (30) days after the Negotiation Period upon written notice to the other Party, which shall be effective the next Business Day after such notice is received, and any such termination shall be without liability to either Party, except that Buyer shall remain liable to Seller for any Product delivered prior to the effective date of such termination (including for any RECs associated with Energy already delivered to Buyer).

#### 1.4 RPS Non-Modifiable Standard Terms and Conditions (STC).

**STC 6: Eligibility.** Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6, Non-modifiable. D.07-11-025, Attachment A, D.0804009]

**STC REC-1: Transfer of Renewable Energy Credits.** Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1, Non-modifiable. D.11-01-025]

**STC REC-2: Tracking of RECs in WREGIS.** Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2, Non-modifiable. D.11-01-025]

**STC 17: Applicable Law.** This Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17, Nonmodifiable. D.07-11-025, Attachment A, D.08-04-009]

The aggregate “commercially reasonable efforts” expenditures for Eligibility (STC 6), Transfer of RECS (STC REC-1), and Change of Law (Section 1.3) are limited to the Capped Amount.

1.5 Reserved.

1.6 Seller Representations, Warranties and Covenants.

- (a) Seller represents, warrants and covenants, as of the Effective Date and throughout the Delivery Term, that:
  - (i) Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder, subject to the terms of Section 1.1;
  - (ii) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;
  - (iii) at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
  - (iv) The facilities included in the Project each: (a) have a first point of interconnection with a California balancing authority, or (b) have a first point of interconnection with distribution facilities used to serve end users within a California balancing authority area, or (c) are scheduled from the eligible renewable energy resource into a California balancing authority without substituting electricity from another source;
  - (v) This Confirmation transfers only Energy and Green Attributes that have been generated during the Delivery Term; and
  - (vi) All Product sold hereunder will be from Long-Term Contracts.
- (b) Seller makes no representation, warranty or covenant with respect to any portfolio content category designation pursuant to California Public Utilities Code Section 399.16, nor any eligibility of the Product to qualify as excess procurement pursuant to California Public Utilities Code Section 399.13(a)(4)(B).
- (c) For the avoidance of doubt, during the Delivery Term, Seller shall act on Buyer's behalf with respect to Energy deliveries to the CAISO and CAISO settlement.

## 2. MONTHLY BILLING SETTLEMENT.

2.1 Monthly Cash Settlement Amount. Buyer shall pay Seller the "Monthly Cash Settlement Amount", in arrears, for each Calculation Period in the amount equal to the sum, of (A) plus (B) minus (C), where:

- A = the sum, over all hours of the Calculation Period, of (i) the applicable Energy Price for each hour of Delivered Energy within the applicable CAISO market (i.e. integrated forward market, fifteen minute, and/or Real-Time Market) multiplied by (ii) the quantity of Delivered Energy during the time interval in each respective market; and
- B = the Green Attributes Price multiplied by the quantity of Green Attributes (in MWhs) that will be conveyed as described in Section 2.1 and that are associated with the Delivered Energy in the Calculation Period; and

C = the sum, over all hours of the Calculation Period, of (i) the applicable Energy Price for each hour of Delivered Energy within the applicable CAISO market (i.e. integrated forward market, fifteen minute, and/or Real-Time Market) multiplied by (ii) the quantity of Delivered Energy during the time interval in each respective market.

Such Monthly Cash Settlement Amount constitutes payment for the Product, including the Green Attributes, for such applicable Calculation Period. Buyer shall be obligated to make such payments with respect to each applicable Calculation Period notwithstanding the fact that the Green Attributes associated with a particular Calculation Period may be delivered or credited to Buyer's WREGIS account subsequent to the conclusion of the applicable Calculation Period in accordance with 1.1(b)(ii), provided that if Seller fails to comply with the provisions of Section 1.1(b)(ii), Buyer shall be entitled to exercise all rights and remedies available to Buyer under this Confirmation for Seller's failure to deliver the Product.

- 2.2 Annual True-Up. If the CPUC publishes the "Calculation of the Market Price Benchmarks for the Power Charge Indifferent Adjustment Forecast and True Up" which has a final "RPS Adder" for a calendar year that differs from the Green Attributes Price invoiced to and paid by the Buyer for the Product for that same calendar year, Seller will adjust future invoices to account for such differences. Subject to the other terms of this Confirmation, no interest shall be paid on the amount of any adjustments due to the publishing of a final "RPS Adder."
- 2.3 Monthly Billing. The calendar month shall be the standard period for all payments under this Confirmation (other than Termination Payments and as otherwise specified in this Confirmation). As soon as practicable after the end of each month, Seller will render to the Buyer an invoice for the payment obligations, if any, determined hereunder for the preceding month.
- 2.4 Payment Due Date. The Parties hereby agree that all invoices under this Confirmation shall be due and payable on the later of (a) the twentieth (20th) day of the month in which Seller delivered such invoice, provided that if such day is not a Business Day, then such invoice will be due and payable on the next Business Day, and (b) the tenth (10<sup>th</sup>) Business Day after Buyer's receipt of Seller's invoice. The Parties acknowledge that, due to the timing of their creation in WREGIS, Green Attributes may not have been delivered to Buyer at the time of the invoice or payment for the Calculation Period with which they are associated. Seller shall promptly transfer Green Attributes to Buyer after their creation in accordance with Section 1.1(b)(ii).
3. **LIMITED ASSIGNMENT**. Notwithstanding anything in the Agreement to the contrary, Buyer may make a limited assignment in connection with a municipal prepayment financing transaction to an entity (such entity, "Limited Assignee") that has, or that provides a parent guaranty in a form and substance reasonably acceptable to Seller from an entity with, an Investment Grade Credit Rating, of Buyer's right to receive Product (which shall not be for retail sale) and its obligation to make payments to Seller, which assignment (x) shall be expressly subject to the Limited Assignee's timely payment of amounts due under this Confirmation and (y) shall not relieve Buyer of any of its obligations under this Confirmation in any respects, at any time upon not less than thirty (30) days' Notice by delivering a written request for such assignment, which request must include a proposed form of agreement substantially in the form attached hereto as Exhibit B (subject to the Parties' good faith negotiation to finalize such agreement), or as otherwise reasonably acceptable to Seller. Seller agrees to (i) comply with Limited Assignee's reasonable requests for know-your-customer and similar account opening information and documentation with respect to Seller, including but not limited to information related to forecasted generation, credit rating, and compliance with antimoney laundering rules, the Dodd-Frank Act, the Commodity Exchange Act, the Patriot Act and similar

rules, regulations, requirements and corresponding policies; and (ii) in good faith cooperate and work with Buyer and Limited Assignee to agree on such assignment agreement.

4. **TAXES AND FEES.** Seller shall pay or cause to be paid all taxes on or with respect to the Product or this Transaction arising prior to the Delivery Point. Buyer shall pay or cause to be paid all taxes on or with respect to the Product or this Transaction at and from the Delivery Point. As used herein “taxes” means, but is not limited to, any or all ad valorem, property, occupation, severance, first use, conservation, gross receipts, privilege, sales, use, consumption, excise, lease, transaction, and other taxes, governmental charges, licenses, fees, permits and assessments, or increases therein.

5. **FORCE MAJEURE.** To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Confirmation and such Party (the “Claiming Party”) gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

6. **REMEDIES FOR FAILURE TO DELIVER/RECEIVE.**

6.1 If Seller fails to deliver all or part of the Product under this Confirmation, and such failure is not excused under the terms of the Product or by Buyer's failure to perform, then Seller shall pay Buyer within ten 10 Business Days of invoice receipt, an amount for such deficiency equal to the amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Green Attributes Price from the Replacement Price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

6.2 If Buyer fails to receive all or part of the Product pursuant to this Confirmation and such failure is not excused under the terms of the Product or by Seller's failure to perform, then Buyer shall pay Seller within ten 10 Business Days of invoice receipt, an amount for such deficiency equal to . The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

6.3 In addition to Seller's remedies under Section 6.2 above, Seller's obligation to deliver the Contract Quantity may be reduced at Seller's option in the event Buyer fails to deliver, for any reason, any portion of the contract quantity of product set forth in that certain confirmation between Party A and Party B of even date herewith (“Related Confirmation”); provided, however, that Seller's obligation to deliver the Contract Quantity of Product may not be reduced by an amount greater than the contract quantity of product that Buyer failed to deliver under the Related Confirmation. Seller's rights under this provision are cumulative and in addition to Seller's rights under the Related Confirmation.

7. **REMEDIES UPON DEFAULT.**

7.1 Liquidated Damages. Buyer and Seller agree this Section 7 in its entirety represents the liquidated damages of each, and no part hereof represents a penalty.

7.2 Remedies. If either Party is subject to an Event of Default, then the other Party (the “Non-Defaulting Party”) may select any or all of the following remedies: (i) to designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date (“Early Termination Date”) on which the Transaction will be terminated (the “Terminated Transaction”), accelerate all amounts owing between the

Parties and liquidate and terminate the Transaction (ii) withhold any payments due in respect of this Confirmation to the extent of its damages pursuant to this Section 7, (iii) suspend performance, and (iv) exercise such remedies as provided in this Confirmation, including an action for damages (except as limited by Section 7.5).

7.3 Termination Payment. With respect to any Terminated Transaction:

- (a) The Non-Defaulting Party shall aggregate into a single liquidated amount expressed in U.S. Dollars payable by the Defaulting Party or the Non-Defaulting Party, as applicable: (i) its Losses or Gains, and Costs, in each case solely in respect of the undelivered portion of the Contract Quantity for each year of the Delivery Term, *minus* (ii) any and all other amounts due and owing to the Defaulting Party under this Confirmation, *plus* (iii) any and all other amounts due and owing to the Non-Defaulting Party under this Confirmation (the "Termination Payment"). If the Termination Payment is a positive number, the Defaulting Party will pay it to the Non-Defaulting Party; if it is a negative number, the Non-Defaulting Party will pay the absolute value of the Termination Payment to the Defaulting Party.
- (b) Any Termination Payment due under subsection (a) shall be due within ten (10) Business Days following the Defaulting Party's receipt of notice of the Termination Payment.
- (c) Any Non-Defaulting Party shall be obligated to use commercially reasonable efforts to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Confirmation; provided, that in no event will the Non-Defaulting Party be required to use or change its utilization of its owned or controlled assets or market positions to mitigate its Costs, Losses and damages.

7.4 Calculation Disputes. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party will, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation, provide the Non-Defaulting Party a detailed written explanation of the basis for such dispute.

7.5 Limitation on Damages. The Defaulting Party's liability will be limited to the Termination Payment as set forth in Section 7.3.

7.6 Exclusive Remedy. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. ALL OTHER REMEDIES OR DAMAGES FOR FAILURE TO SELL OR PURCHASE PRODUCT AT LAW OR IN EQUITY ARE HEREBY WAIVED.

8. CREDIT TERMS. Notwithstanding anything herein or in the Master Agreement to the contrary, Performance Assurance shall not be required from either Party in connection with this Transaction.

9. **WAIVER.** No delay or omission by a Party in the exercise of any right under this Confirmation shall be taken, construed or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions hereof are breached and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and is not deemed to waive any other breach hereunder.
10. **COUNTERPARTS.** This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.
11. **ENTIRE AGREEMENT.** This Confirmation sets forth the terms of the Transaction into which the Parties have entered and the Agreement shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be entered into only through a written instrument executed by both Parties, and no amendment or modification to this Confirmation shall be enforceable except through a written instrument executed by both Parties.
12. **DEFINITIONS.**

“Applicable Law” means any statute, law, treaty, rule, tariff, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, or any binding interpretation of the foregoing, as any of them is amended or supplemented from time to time, that apply to either or both of the Parties, the Generating Facilities, the California RPS, or the terms of the Agreement.

“CAISO” means the California Independent System Operator Corporation or the successor organization to the functions thereof.

“CAISO Energy” has the meaning set forth in the CAISO Tariff.

“CAISO Tariff” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by the Federal Energy Regulatory Commission or any successor entity performing similar functions.

“Calculation Period” means each calendar month, or portion thereof, during the Delivery Term.

“California RPS” or “California Renewables Portfolio Standard” means the California renewables portfolio standard, as set forth in Cal. Pub. Util. Code §§ 399.11 et seq. and requiring that a specified percentage of a retail seller’s retail sales should be supplied with electricity generated by eligible ERRs, as administered by the CPUC as set forth in applicable CPUC Decisions (“D”), including D.11-12-052, and as may be modified by subsequent decision of the CPUC or by subsequent legislation, and regulations promulgated with respect thereto.

“CEC” means the California Energy Commission or any successor entity performing similar functions.

“Change in Law” has the meaning set forth in Section 1.3 hereof, and “change in law” when used herein means Change in Law.

“Contract Price” has the meaning set forth on page 1 of this Confirmation.

“Contract Quantity” has the meaning set forth on page 1 of this Confirmation.

“CPUC” means the California Public Utilities Commission or any successor entity performing similar functions.

“Delivery Point” has the meaning set forth on page 1 of this Confirmation.

“Delivery Term” has the meaning set forth on page 1 of this Confirmation.

“Energy” means electrical energy, measured in MWh, generated by the Project.

“Exhibit(s)” shall be those certain Exhibit(s), which are attached hereto and made a part hereof.

“Force Majeure” means an event or circumstance which prevents one Party from performing its obligations under this Confirmation, which event or circumstance was not anticipated as of the Effective Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer’s markets; (ii) Buyer’s inability economically to use or resell the Product purchased hereunder; or (iii) Seller’s ability to sell the Product at a price greater than the Contract Price.

“Governmental Authority” means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, or the CAISO or any other transmission authority, having or asserting jurisdiction over a Party or the Agreement.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (a) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (c) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any Energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

“Green Attributes Price” has the meaning set forth on page 1 of this Confirmation.

“Index Price” means the CAISO Integrated Forward Market Day-Ahead price (as such term is defined in the CAISO Tariff) at the Pricing Node for each applicable hour of a Project as published by the CAISO on the CAISO website; or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties.

“Investment Grade Credit Rating” means a Credit Rating of BBB- or higher by S&P, BBB- or higher by Fitch, or Baa3 or higher by Moody’s.

“Long-Term Contract” means any RPS power purchase and sale agreement between SDG&E and a third party generator which has at least ten (10) years remaining in its delivery term as of the Start Date or, for facilities added to Exhibit A after the Start Date, the date when its generation facilities are added to Exhibit A, which Product has been sold by SDG&E to Seller pursuant to the Upstream Agreement, and from which Seller shall re-sell Product to Buyer under this Confirmation, and which otherwise meets the Seller representations and warranties set forth in Section 1.6 of this Confirmation.

“MW” means megawatt.

“MWh” means megawatt-hour.

“Project” as used herein has the same meaning as “Generating Facility.”

“REC Vintage” means the date of Energy generation found on a WREGIS Certificate.

“Related Confirmation” means that certain Confirmation for Energy and Associated Green Attributes between OCPA (as Buyer) and CEA (as Seller) dated as of the date hereof.

“Replacement Price” means the price at which Buyer, acting in a commercially reasonable manner, purchases at the Delivery Point a replacement for any Product specified in a Transaction but not delivered by Seller, plus (i) costs reasonably incurred by Buyer in purchasing such substitute Product and (ii) additional transmission charges, if any, reasonably incurred by Buyer to the Delivery Point, or at Buyer’s option, the market price at the Delivery Point for such Product not delivered as determined by Buyer in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Buyer be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Seller’s liability. For the purposes of this definition, Buyer shall be considered to have purchased replacement Product to the extent Buyer shall have entered into one or more arrangements in a commercially reasonable manner whereby Buyer repurchases its obligation to sell and deliver the Product to another party at the Delivery Point.

“Renewable Energy Credits” or “REC” has the meaning set forth in California Public Utilities Code Section 399.12(h) and CPUC Decision D.08-08-028, as applicable to the specific RECs transferred hereunder. Each REC conveys the right to claim title to all attributes corresponding to one megawatt of electric energy generated by an ERR and is evidenced by the transfer of one WREGIS Certificate.

“Reporting Year” means the period beginning January 1 and continuing until December 31 of the subject year (e.g., Reporting Year 2026 means January 1, 2026 through December 31, 2026).

“SDG&E” means San Diego Gas & Electric.

“Upstream Agreement” means that certain Voluntary Allocation Agreement effective as of July 28, 2022, between OCPA and Southern California Edison (and any subsequent related agreements).

“WECC” means the Western Electricity Coordinating Council or its successor organizations.

“WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“WREGIS Certificate” means “Certificate” as defined by WREGIS in the WREGIS Operating Rules and designated by law as eligible for complying with the California RPS Program and for evidencing the RECs associated with the Product.

“WREGIS Operating Rules” means the operating rules and requirements adopted by WREGIS.

**EXHIBIT A**  
**PROJECTS**

**EXHIBIT B**  
**FORM OF LIMITED ASSIGNMENT AGREEMENT**

**CONFIRMATION  
LONG-TERM RPS ENERGY AND GREEN ATTRIBUTES**

This confirmation (“Confirmation”) confirms the Transaction between Clean Energy Alliance, a California joint powers authority (“Party A”) and Orange County Power Authority, a California joint powers authority (“Party B”), each individually a “Party” and together the “Parties”, dated as of [\_\_\_\_\_], 2026 (the “Effective Date”), by which Seller agrees to sell and deliver, and Buyer agrees to purchase and receive, the Product (the “Transaction”). This Transaction is governed by, constitutes part of, and is subject to the terms and provisions of the Edison Electric Institute Master Power Purchase and Sale Agreement dated [\_\_\_\_\_] between the Parties (the “Master Agreement”). In the event of a conflict between the provisions of the Master Agreement and this Confirmation, this Confirmation shall control. This Confirmation and the Master Agreement, including any appendices, exhibits or amendments hereto or thereto, shall collectively be referred to as the “Agreement” and will constitute a single agreement between the Parties with respect to the Transaction. Terms capitalized but not defined herein shall have the meaning as set forth in the Master Agreement or the CAISO Tariff.

The Parties agree as follows:

<b>Seller: OCPA</b>	<b>Buyer: CEA</b>
<b>Product:</b>	<p>The “<u>Product</u>” is Energy and associated Green Attributes generated from the Project.</p> <p>During the Delivery Term, Seller shall deliver and sell, and Buyer shall purchase and receive, the Contract Quantity of this Product, subject to the terms and conditions of this Confirmation. Seller shall not substitute or attempt to deliver any Product, including Green Attributes, from any generating resource other than the Project.</p>
<b>Contract Price:</b>	<p>The “<u>Contract Price</u>” means the Index Price plus the Green Attributes Price.</p> <p>The “<u>Green Attributes Price</u>” means the “RPS Adder” for the calendar year in which the RECs are generated, published by the Energy Division of the CPUC as the “Calculation of the Market Price Benchmarks for the Power Charge Indifference Adjustment Forecast and True Up”, which may be revised in future publications by the CPUC as the final “RPS Adder.</p>
<b>Contract Quantity (MWh):</b>	<p>REC Vintage 2026: 400,000 MWh            REC Vintage 2027: 550,000 MWh            REC Vintage 2028: 550,000 MWh            REC Vintage 2029: 550,000 MWh            REC Vintage 2030: 550,000 MWh            REC Vintage 2031: 550,000 MWh            REC Vintage 2032: 550,000 MWh            REC Vintage 2033: 500,000 MWh            REC Vintage 2034: 500,000 MWh            REC Vintage 2035: 400,000 MWh</p>
<b>Delivery Term:</b>	<p>June 1, 2026 through Dec 31, 2035; provided that, for the sole purpose of matching delivery of RECs with Energy, such period will extend through the date that all RECs associated with such Energy have been delivered from Seller to Buyer in accordance with this Confirmation.</p>

<b>Delivery Point:</b>	Ref. to sample: SP15 (TH_SP15_GEN_APND)
<b>Payment Terms:</b>	See Section 2
<b>Collateral:</b>	None

**This Confirmation is subject to the General Terms and Conditions and Exhibits identified below and attached hereto:**

**Exhibit A – Projects**

**Exhibit B – Form of Limited Assignment Agreement**

IN WITNESS WHEREOF, the Parties have signed this Confirmation effective as of the Effective Date.

**ORANGE COUNTY POWER AUTHORITY,**  
a California joint powers authority

**CLEAN ENERGY ALLIANCE,**  
a California joint powers authority

By: \_\_\_\_\_  
Name: Joseph P. Mosca  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: Gregory Wade  
Title: Chief Executive Officer \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### 1. **PRODUCT.**

#### 1.1 Seller Delivery Obligation.

##### (a) Seller's Conveyance of Energy.

- (i) Beginning on the first day of the Delivery Term and throughout all applicable months of the Delivery Term, Seller shall deliver and sell, and Buyer shall purchase and receive, the Product, subject to the terms and conditions of this Confirmation. Seller will not be obligated to sell or replace any Product that is not or cannot be delivered as a result of Force Majeure or which is not received by Seller pursuant to the Upstream Agreement.
- (ii) The Energy transferred hereunder is transferred immediately to Buyer upon receipt of such Energy by Seller. Should any Energy provided by Seller under this Confirmation be determined to not have been transferred to Buyer immediately or to have originated from a resource other than the Project, Seller shall remedy such failure in a manner reasonably acceptable to Buyer within a reasonable period of time after written notice of such failure is given to Seller by Buyer.

- (iii) In the event that Energy being transferred from Seller to Buyer originates from a Project located outside of the state of California that does not have a pseudo-tie arrangement with the applicable California balancing authority, Seller shall provide Buyer a reconciliation consisting of hourly meter data, tag data and associated calculations, lesser of each by hour, for each vintage month of RECs delivered to Buyer under this Confirmation.
- (b) Seller's Conveyance of Green Attributes.
  - (i) During the Delivery Period, Seller, at its own cost and expense, shall maintain its registration with WREGIS. All Green Attributes transferred by Seller hereunder shall be California RPS-compliant, subject to confirmation by the CEC. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.
  - (ii) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the California RPS-Eligible Electric Energy delivered pursuant to 1.1(a) above within five (5) days of Seller's receipt of the WREGIS Certificates for the Green Attributes pursuant to the Upstream Agreement. Seller shall deliver and convey such Green Attributes by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes, to Buyer into Buyer's WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer; provided further, that if Seller fails to properly transfer such WREGIS Certificates to Buyer in accordance with the above due to an error or omission of an administrative or clerical nature and if such failure can be cured with no harm to Buyer, then Seller may cure such failure within thirty (30) days after notice of such failure.
  - (iii) In addition to its other obligations under this Section 1.1, Seller shall convey to Buyer WREGIS Certificates from the Projects that are of the same Vintage Year as the Product that was provided under Section 1.1(a) of this Confirmation.
- (c) Modification of Projects. All Product sold by Seller to Buyer hereunder shall be from the facilities listed in Exhibit A, or subsequently identified pursuant to the Upstream Agreement and the requirements of this Confirmation and otherwise meeting the Seller representations, warranties and covenants set forth herein (each such facility, a "Project" and collectively, the "Projects"). Buyer acknowledges and agrees that under the Upstream Agreement, SCE has the right, at any time and in its sole discretion, to reducing the quantity from a Project or removing a Project from the Upstream Agreement. If a Project is removed from the Upstream Agreement, the Project shall cease to be a Project under this Confirmation. Seller shall provide prompt notice to Buyer upon receipt of any notice to Seller from SCE of any such reduction or termination has occurred. Seller has the right to amend the list of Projects in Exhibit A from time to time with written notice prior to the delivery of Energy from such Project or Projects to reflect SCE's removal of one or more Projects from the Upstream Agreement. Notwithstanding any provision herein to the contrary, Seller may only deliver Product to Buyer from non-emitting, zero-emission generating

facilities. Further, Seller agrees to deliver Product that is hundred percent (100%) from solar generating resources only.

- (d) Quantity of Product. Buyer acknowledges that the quantities of Product available to Seller under the Upstream Agreement is dependent on Seller's load share percentage with SCE, which is subject to adjustment on an annual basis. In the event that a reduction in the load share percentage of Seller under the Upstream Agreement results in a change in the amount of Product available to Seller from each Project that is less than the amount that Seller is obligated to deliver to Buyer pursuant to this Confirmation, then the quantity of Product that Seller is obligated to deliver pursuant to this Confirmation will be reduced accordingly.
- (e) Obligation to Deliver; Remedies for Shortfall. Seller's obligation to deliver the Product is a firm obligation, subject only to Force Majeure and Seller's failure to receive such Product under the Upstream Agreement. In the event that Seller is prevented from delivering the quantity of Product set forth in this Confirmation for a reason set forth in this Section 1.1 and not an event of default by Seller, then Buyer will have the right to make a corresponding reduction in volume of Product pursuant to that certain swap confirmation between Buyer and Seller of even date herewith ("Swap Confirmation"), it being understood that this Confirmation and the Swap Confirmation are intended to match in terms of price and quantity.

1.2 Reserved.

1.3 Change in Law.

- (a) If due to any action by the CPUC or any Governmental Authority, or any change in Applicable Law occurring after the Effective Date that modifies the California RPS such that this Confirmation no longer meets the requirements of the California RPS for this Product (a "Change in Law"), Seller shall use commercially reasonable efforts to obtain compliance with such Change in Law provided that such costs should not be greater than [\$25,000] (the "Capped Amount"). This requirement shall not apply to any Product that was delivered prior to any Change in Law if such Product complied with the California RPS that existed when it was delivered.
- (b) The Parties acknowledge that the CEC and/or CPUC may be modifying mandatory contract language, altering the procurement and product qualification rules, and updating the relevant RPS Eligibility Guidebook in a manner consistent with that legislation. If any statutes, rules, regulations, permits or authorizations are enacted, amended, granted or revoked which have the effect of changing the transfer and sale procedure set forth in this Confirmation so that the implementation of this Transaction becomes impossible or impracticable, or otherwise revokes or eliminates the California RPS or language required to conform to the California RPS, subject to Seller's obligation to use commercially reasonable efforts to obtain compliance with a Change in Law up to the Capped Amount, the Parties hereto agree to negotiate in good faith to amend this Confirmation to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Confirmation; provided, however, pending any amendment to this Confirmation, to the extent practicable and lawful, the Parties shall perform their respective obligations hereunder in accordance with Applicable Laws as they existed prior to the effectiveness of such new statutes, regulations, or rules; provided, further, that notwithstanding the

foregoing or anything to the contrary herein, neither Party shall be obligated to perform any obligation hereunder (other than payment obligations) to the extent that doing so would cause such Party to be materially adversely affected. If, after use of commercially reasonable efforts by Seller to obtain compliance with a Change in Law and within thirty (30) days after initiating discussions to amend this Confirmation in accordance with the preceding sentence (“Negotiation Period”), the Parties have not agreed upon any amendments to this Confirmation or other agreed measures such that the Confirmation and/or the Product meet(s) the requirements of the California RPS, either Party may terminate this Confirmation within thirty (30) days after the Negotiation Period upon written notice to the other Party, which shall be effective the next Business Day after such notice is received, and any such termination shall be without liability to either Party, except that Buyer shall remain liable to Seller for any Product delivered prior to the effective date of such termination (including for any RECs associated with Energy already delivered to Buyer).

#### 1.4 RPS Non-Modifiable Standard Terms and Conditions (STC).

**STC 6: Eligibility.** Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6, Non-modifiable. D.07-11-025, Attachment A, D.0804009]

**STC REC-1: Transfer of Renewable Energy Credits.** Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1, Non-modifiable. D.11-01-025]

**STC REC-2: Tracking of RECs in WREGIS.** Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2, Non-modifiable. D.11-01-025]

**STC 17: Applicable Law.** This Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17, Nonmodifiable. D.07-11-025, Attachment A, D.08-04-009]

The aggregate “commercially reasonable efforts” expenditures for Eligibility (STC 6), Transfer of RECS (STC REC-1), and Change of Law (Section 1.3) are limited to the Capped Amount.

1.5 Reserved.

1.6 Seller Representations, Warranties and Covenants.

- (a) Seller represents, warrants and covenants, as of the Effective Date and throughout the Delivery Term, that:
  - (i) Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder, subject to the terms of Section 1.1;
  - (ii) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;
  - (iii) at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
  - (iv) The facilities included in the Project each: (a) have a first point of interconnection with a California balancing authority, or (b) have a first point of interconnection with distribution facilities used to serve end users within a California balancing authority area, or (c) are scheduled from the eligible renewable energy resource into a California balancing authority without substituting electricity from another source;
  - (v) This Confirmation transfers only Energy and Green Attributes that have been generated during the Delivery Term; and
  - (vi) All Product sold hereunder will be from Long-Term Contracts.
- (b) Seller makes no representation, warranty or covenant with respect to any portfolio content category designation pursuant to California Public Utilities Code Section 399.16, nor any eligibility of the Product to qualify as excess procurement pursuant to California Public Utilities Code Section 399.13(a)(4)(B).
- (c) For the avoidance of doubt, during the Delivery Term, Seller shall act on Buyer's behalf with respect to Energy deliveries to the CAISO and CAISO settlement.

## 2. MONTHLY BILLING SETTLEMENT.

2.1 Monthly Cash Settlement Amount. Buyer shall pay Seller the "Monthly Cash Settlement Amount", in arrears, for each Calculation Period in the amount equal to the sum, of (A) plus (B) minus (C), where:

- A = the sum, over all hours of the Calculation Period, of (i) the applicable Energy Price for each hour of Delivered Energy within the applicable CAISO market (i.e. integrated forward market, fifteen minute, and/or Real-Time Market) multiplied by (ii) the quantity of Delivered Energy during the time interval in each respective market; and
- B = the Green Attributes Price multiplied by the quantity of Green Attributes (in MWhs) that will be conveyed as described in Section 2.1 and that are associated with the Delivered Energy in the Calculation Period; and

C = the sum, over all hours of the Calculation Period, of (i) the applicable Energy Price for each hour of Delivered Energy within the applicable CAISO market (i.e. integrated forward market, fifteen minute, and/or Real-Time Market) multiplied by (ii) the quantity of Delivered Energy during the time interval in each respective market.

Such Monthly Cash Settlement Amount constitutes payment for the Product, including the Green Attributes, for such applicable Calculation Period. Buyer shall be obligated to make such payments with respect to each applicable Calculation Period notwithstanding the fact that the Green Attributes associated with a particular Calculation Period may be delivered or credited to Buyer's WREGIS account subsequent to the conclusion of the applicable Calculation Period in accordance with 1.1(b)(ii), provided that if Seller fails to comply with the provisions of Section 1.1(b)(ii), Buyer shall be entitled to exercise all rights and remedies available to Buyer under this Confirmation for Seller's failure to deliver the Product.

- 2.2 Annual True-Up. If the CPUC publishes the "Calculation of the Market Price Benchmarks for the Power Charge Indifferent Adjustment Forecast and True Up" which has a final "RPS Adder" for a calendar year that differs from the Green Attributes Price invoiced to and paid by the Buyer for the Product for that same calendar year, Seller will adjust future invoices to account for such differences. Subject to the other terms of this Confirmation, no interest shall be paid on the amount of any adjustments due to the publishing of a final "RPS Adder."
- 2.3 Monthly Billing. The calendar month shall be the standard period for all payments under this Confirmation (other than Termination Payments and as otherwise specified in this Confirmation). As soon as practicable after the end of each month, Seller will render to the Buyer an invoice for the payment obligations, if any, determined hereunder for the preceding month.
- 2.4 Payment Due Date. The Parties hereby agree that all invoices under this Confirmation shall be due and payable on the later of (a) the twentieth (20th) day of the month in which Seller delivered such invoice, provided that if such day is not a Business Day, then such invoice will be due and payable on the next Business Day, and (b) the tenth (10<sup>th</sup>) Business Day after Buyer's receipt of Seller's invoice. The Parties acknowledge that, due to the timing of their creation in WREGIS, Green Attributes may not have been delivered to Buyer at the time of the invoice or payment for the Calculation Period with which they are associated. Seller shall promptly transfer Green Attributes to Buyer after their creation in accordance with Section 1.1(b)(ii).
3. **LIMITED ASSIGNMENT**. Notwithstanding anything in the Agreement to the contrary, Buyer may make a limited assignment in connection with a municipal prepayment financing transaction to an entity (such entity, "Limited Assignee") that has, or that provides a parent guaranty in a form and substance reasonably acceptable to Seller from an entity with, an Investment Grade Credit Rating, of Buyer's right to receive Product (which shall not be for retail sale) and its obligation to make payments to Seller, which assignment (x) shall be expressly subject to the Limited Assignee's timely payment of amounts due under this Confirmation and (y) shall not relieve Buyer of any of its obligations under this Confirmation in any respects, at any time upon not less than thirty (30) days' Notice by delivering a written request for such assignment, which request must include a proposed form of agreement substantially in the form attached hereto as Exhibit B (subject to the Parties' good faith negotiation to finalize such agreement), or as otherwise reasonably acceptable to Seller. Seller agrees to (i) comply with Limited Assignee's reasonable requests for know-your-customer and similar account opening information and documentation with respect to Seller, including but not limited to information related to forecasted generation, credit rating, and compliance with antimoney laundering rules, the Dodd-Frank Act, the Commodity Exchange Act, the Patriot Act and similar

rules, regulations, requirements and corresponding policies; and (ii) in good faith cooperate and work with Buyer and Limited Assignee to agree on such assignment agreement.

4. **TAXES AND FEES.** Seller shall pay or cause to be paid all taxes on or with respect to the Product or this Transaction arising prior to the Delivery Point. Buyer shall pay or cause to be paid all taxes on or with respect to the Product or this Transaction at and from the Delivery Point. As used herein “taxes” means, but is not limited to, any or all ad valorem, property, occupation, severance, first use, conservation, gross receipts, privilege, sales, use, consumption, excise, lease, transaction, and other taxes, governmental charges, licenses, fees, permits and assessments, or increases therein.

5. **FORCE MAJEURE.** To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Confirmation and such Party (the “Claiming Party”) gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

6. **REMEDIES FOR FAILURE TO DELIVER/RECEIVE.**

6.1 If Seller fails to deliver all or part of the Product under this Confirmation, and such failure is not excused under the terms of the Product or by Buyer's failure to perform, then Seller shall pay Buyer within ten 10 Business Days of invoice receipt, an amount for such deficiency equal to the amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Green Attributes Price from the Replacement Price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

6.2 If Buyer fails to receive all or part of the Product pursuant to this Confirmation and such failure is not excused under the terms of the Product or by Seller's failure to perform, then Buyer shall pay Seller within ten 10 Business Days of invoice receipt, an amount for such deficiency equal to . The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

6.3 In addition to Seller's remedies under Section 6.2 above, Seller's obligation to deliver the Contract Quantity may be reduced at Seller's option in the event Buyer fails to deliver, for any reason, any portion of the contract quantity of product set forth in that certain confirmation between Party A and Party B of even date herewith (“Related Confirmation”); provided, however, that Seller's obligation to deliver the Contract Quantity of Product may not be reduced by an amount greater than the contract quantity of product that Buyer failed to deliver under the Related Confirmation. Seller's rights under this provision are cumulative and in addition to Seller's rights under the Related Confirmation.

7. **REMEDIES UPON DEFAULT.**

7.1 Liquidated Damages. Buyer and Seller agree this Section 7 in its entirety represents the liquidated damages of each, and no part hereof represents a penalty.

7.2 Remedies. If either Party is subject to an Event of Default, then the other Party (the “Non-Defaulting Party”) may select any or all of the following remedies: (i) to designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date (“Early Termination Date”) on which the Transaction will be terminated (the “Terminated Transaction”), accelerate all amounts owing between the

Parties and liquidate and terminate the Transaction (ii) withhold any payments due in respect of this Confirmation to the extent of its damages pursuant to this Section 7, (iii) suspend performance, and (iv) exercise such remedies as provided in this Confirmation, including an action for damages (except as limited by Section 7.5).

7.3 Termination Payment. With respect to any Terminated Transaction:

- (a) The Non-Defaulting Party shall aggregate into a single liquidated amount expressed in U.S. Dollars payable by the Defaulting Party or the Non-Defaulting Party, as applicable: (i) its Losses or Gains, and Costs, in each case solely in respect of the undelivered portion of the Contract Quantity for each year of the Delivery Term, *minus* (ii) any and all other amounts due and owing to the Defaulting Party under this Confirmation, *plus* (iii) any and all other amounts due and owing to the Non-Defaulting Party under this Confirmation (the "Termination Payment"). If the Termination Payment is a positive number, the Defaulting Party will pay it to the Non-Defaulting Party; if it is a negative number, the Non-Defaulting Party will pay the absolute value of the Termination Payment to the Defaulting Party.
- (b) Any Termination Payment due under subsection (a) shall be due within ten (10) Business Days following the Defaulting Party's receipt of notice of the Termination Payment.
- (c) Any Non-Defaulting Party shall be obligated to use commercially reasonable efforts to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Confirmation; provided, that in no event will the Non-Defaulting Party be required to use or change its utilization of its owned or controlled assets or market positions to mitigate its Costs, Losses and damages.

7.4 Calculation Disputes. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party will, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation, provide the Non-Defaulting Party a detailed written explanation of the basis for such dispute.

7.5 Limitation on Damages. The Defaulting Party's liability will be limited to the Termination Payment as set forth in Section 7.3.

7.6 Exclusive Remedy. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. ALL OTHER REMEDIES OR DAMAGES FOR FAILURE TO SELL OR PURCHASE PRODUCT AT LAW OR IN EQUITY ARE HEREBY WAIVED.

8. CREDIT TERMS. Notwithstanding anything herein or in the Master Agreement to the contrary, Performance Assurance shall not be required from either Party in connection with this Transaction.

9. **WAIVER.** No delay or omission by a Party in the exercise of any right under this Confirmation shall be taken, construed or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions hereof are breached and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and is not deemed to waive any other breach hereunder.
10. **COUNTERPARTS.** This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.
11. **ENTIRE AGREEMENT.** This Confirmation sets forth the terms of the Transaction into which the Parties have entered and the Agreement shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be entered into only through a written instrument executed by both Parties, and no amendment or modification to this Confirmation shall be enforceable except through a written instrument executed by both Parties.
12. **DEFINITIONS.**

“Applicable Law” means any statute, law, treaty, rule, tariff, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, or any binding interpretation of the foregoing, as any of them is amended or supplemented from time to time, that apply to either or both of the Parties, the Generating Facilities, the California RPS, or the terms of the Agreement.

“CAISO” means the California Independent System Operator Corporation or the successor organization to the functions thereof.

“CAISO Energy” has the meaning set forth in the CAISO Tariff.

“CAISO Tariff” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by the Federal Energy Regulatory Commission or any successor entity performing similar functions.

“Calculation Period” means each calendar month, or portion thereof, during the Delivery Term.

“California RPS” or “California Renewables Portfolio Standard” means the California renewables portfolio standard, as set forth in Cal. Pub. Util. Code §§ 399.11 et seq. and requiring that a specified percentage of a retail seller’s retail sales should be supplied with electricity generated by eligible ERRs, as administered by the CPUC as set forth in applicable CPUC Decisions (“D”), including D.11-12-052, and as may be modified by subsequent decision of the CPUC or by subsequent legislation, and regulations promulgated with respect thereto.

“CEC” means the California Energy Commission or any successor entity performing similar functions.

“Change in Law” has the meaning set forth in Section 1.3 hereof, and “change in law” when used herein means Change in Law.

“Contract Price” has the meaning set forth on page 1 of this Confirmation.

“Contract Quantity” has the meaning set forth on page 1 of this Confirmation.

“CPUC” means the California Public Utilities Commission or any successor entity performing similar functions.

“Delivery Point” has the meaning set forth on page 1 of this Confirmation.

“Delivery Term” has the meaning set forth on page 1 of this Confirmation.

“Energy” means electrical energy, measured in MWh, generated by the Project.

“Exhibit(s)” shall be those certain Exhibit(s), which are attached hereto and made a part hereof.

“Force Majeure” means an event or circumstance which prevents one Party from performing its obligations under this Confirmation, which event or circumstance was not anticipated as of the Effective Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer’s markets; (ii) Buyer’s inability economically to use or resell the Product purchased hereunder; or (iii) Seller’s ability to sell the Product at a price greater than the Contract Price.

“Governmental Authority” means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, or the CAISO or any other transmission authority, having or asserting jurisdiction over a Party or the Agreement.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (a) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (c) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any Energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

“Green Attributes Price” has the meaning set forth on page 1 of this Confirmation.

“Index Price” means the CAISO Integrated Forward Market Day-Ahead price (as such term is defined in the CAISO Tariff) at the Pricing Node for each applicable hour of a Project as published by the CAISO on the CAISO website; or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties.

“Investment Grade Credit Rating” means a Credit Rating of BBB- or higher by S&P, BBB- or higher by Fitch, or Baa3 or higher by Moody’s.

“Long-Term Contract” means any RPS power purchase and sale agreement between SCE and a third party generator which has at least ten (10) years remaining in its delivery term as of the Start Date or, for facilities added to Exhibit A after the Start Date, the date when its generation facilities are added to Exhibit A, which Product has been sold by SCE to Seller pursuant to the Upstream Agreement, and from which Seller shall re-sell Product to Buyer under this Confirmation, and which otherwise meets the Seller representations and warranties set forth in Section 1.6 of this Confirmation.

“MW” means megawatt.

“MWh” means megawatt-hour.

“Project” as used herein has the same meaning as “Generating Facility.”

“REC Vintage” means the date of Energy generation found on a WREGIS Certificate.

“Related Confirmation” means that certain Confirmation for Energy and Associated Green Attributes between OCPA (as Buyer) and CEA (as Seller) dated as of the date hereof.

“Replacement Price” means the price at which Buyer, acting in a commercially reasonable manner, purchases at the Delivery Point a replacement for any Product specified in a Transaction but not delivered by Seller, plus (i) costs reasonably incurred by Buyer in purchasing such substitute Product and (ii) additional transmission charges, if any, reasonably incurred by Buyer to the Delivery Point, or at Buyer’s option, the market price at the Delivery Point for such Product not delivered as determined by Buyer in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Buyer be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Seller’s liability. For the purposes of this definition, Buyer shall be considered to have purchased replacement Product to the extent Buyer shall have entered into one or more arrangements in a commercially reasonable manner whereby Buyer repurchases its obligation to sell and deliver the Product to another party at the Delivery Point.

“Renewable Energy Credits” or “REC” has the meaning set forth in California Public Utilities Code Section 399.12(h) and CPUC Decision D.08-08-028, as applicable to the specific RECs transferred hereunder. Each REC conveys the right to claim title to all attributes corresponding to one megawatt of electric energy generated by an ERR and is evidenced by the transfer of one WREGIS Certificate.

“Reporting Year” means the period beginning January 1 and continuing until December 31 of the subject year (e.g., Reporting Year 2026 means January 1, 2026 through December 31, 2026).

“SCE” means Southern California Edison.

“Upstream Agreement” means that certain Voluntary Allocation Agreement effective as of July 28, 2022, between OCPA and Southern California Edison (and any subsequent related agreements).

“WECC” means the Western Electricity Coordinating Council or its successor organizations.

“WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“WREGIS Certificate” means “Certificate” as defined by WREGIS in the WREGIS Operating Rules and designated by law as eligible for complying with the California RPS Program and for evidencing the RECs associated with the Product.

“WREGIS Operating Rules” means the operating rules and requirements adopted by WREGIS.

**EXHIBIT A**  
**PROJECTS**

**EXHIBIT B**  
**FORM OF LIMITED ASSIGNMENT AGREEMENT**

**LIMITED ASSIGNMENT AGREEMENT  
([Project Name])**

This Limited Assignment Agreement (this “**Agreement**”) is entered into as of [\_\_\_\_], 202[ ] (the “**Assignment Agreement Effective Date**”) by and among Clean Energy Alliance, a California joint powers authority (“**PPA Seller**”), Orange County Power Authority, a [\_\_\_\_] (“**PPA Buyer**”), and Morgan Stanley Capital Group Inc., a Delaware corporation (“**MSCG**”).

**RECITALS**

**WHEREAS**, PPA Buyer and PPA Seller are parties to that certain PPA identified on Appendix 1 hereto;

**WHEREAS**, in connection with one or more prepaid Energy transactions entered into between the Issuer, and a Prepay Seller, and with effect from and including the Assignment Period Start Date, PPA Buyer wishes to transfer by limited assignment to MSCG, and MSCG wishes to accept the transfer by limited assignment of, the Assigned Rights and Obligations with respect to any and all Assignment Appendices during the Assignment Period;

**WHEREAS**, pursuant to this Agreement, during the Assignment Period, MSCG will receive the Assigned Products specified in any and all Assignment Appendices in effect from time to time and MSCG will deliver such Assigned Products to Prepay Seller(s), which will deliver such Assigned Products to Issuer for ultimate delivery to PPA Buyer; and

**WHEREAS**, pursuant to this Agreement, during the Assignment Period, MSCG will assume responsibility for the Delivered Product Payment Obligation with respect to any and all Assignment Appendices then in effect.

**THEREFORE**, in consideration of the premises above and the mutual covenants and agreements herein set forth, PPA Seller, PPA Buyer and MSCG (the “**Parties**” hereto and each individually a “**Party**”) agree as follows:

**AGREEMENT**

**1. Definitions.**

Unless the context otherwise specifies or requires, or defined below, capitalized terms used but not defined in this Agreement have the meanings set forth in the PPA. The following terms, when used in this Agreement and identified by the capitalization of the first letter thereof, have the respective meanings set forth below, unless the context otherwise requires:

“**Agreement**” has the meaning specified in the first paragraph above.

“**Assigned Products**” means [the Product] under and as defined in the PPA.

**“Assigned Rights and Obligations”** means (i) the right of PPA Buyer under the PPA to receive the Assigned Products in each Month as specified in any and all Assignment Appendices then in effect during the Assignment Period, and (ii) the Delivered Product Payment Obligation, which rights and obligations are transferred and conveyed to MSCG hereunder, but which shall not relieve PPA Buyer of its obligations under the PPA in any respects.

**“Assignment Agreement Effective Date”** has the meaning set forth in the first paragraph above.

**“Assignment Appendix”** means each Assignment Appendix in the form attached hereto as Appendix 2 and delivered by MSCG hereunder pursuant to Section 11(f).

**“Assignment Appendix End Date”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Assignment Appendix Period”** means, with respect to each Assignment Appendix, the period from the Assignment Appendix Start Date to the Assignment Appendix End Date; provided that no Assignment Appendix Period may commence prior to the Assignment Period Start Date and no Assignment Appendix Period may extend beyond the Assignment Period End Date.

**“Assignment Appendix Start Date”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Assignment Early Termination Date”** has the meaning specified in Section 5(b).

**“Assignment Period”** has the meaning specified in Section 5(a).

**“Assignment Period End Date”** means 11:59:59 p.m. pacific prevailing time on [\_\_\_\_], 20[\_\_\_\_].

**“Assignment Period Start Date”** means [\_\_\_\_] 1, 20[\_\_\_\_].

**“Business Day”** has the meaning specified in the Prepaid Agreement.

**“Claims”** means all claims or actions, threatened or filed, and the resulting losses, damages, expenses, attorneys’ fees, experts’ fees, and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement, in each case arising under, in respect of or related in any way to the PPA or any transaction thereunder, except for the Delivered Product Payment Obligation.

**“Custodian”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Custody Agreement”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Day-Ahead Average Price”** has the meaning specified in Appendix 1.

**“Delivered Product Payment Obligation”** has the meaning specified in Section 3(a).

**“Delivery Point”** has the meaning specified in Appendix 1.

**“Energy”** means three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours (“MWh”).

**“Government Agency”** means the United States of America, any state thereof, any municipality, or any local jurisdiction, or any political subdivision of any of the foregoing, including, but not limited to, courts, administrative bodies, departments, commissions, boards, bureaus, agencies, or instrumentalities.

**“Issuer”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Month”** means a calendar month.

**“MSCG”** has the meaning specified in the first paragraph of this Agreement.

**“Person”** means any individual, corporation, partnership, joint venture, trust, unincorporated organization, or Government Agency.

**“PPA Buyer”** has the meaning specified in the first paragraph of this Agreement.

**“PPA Seller”** has the meaning specified in the first paragraph of this Agreement.

**“Prepaid Agreement”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Prepay Power Supply Contract”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Prepay Seller”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Receivables”** has the meaning given to such term in Section 3(e).

**“Retained Rights and Obligations”** has the meaning specified in Section 3.

## **2. Transfer and Undertakings.**

(a) PPA Buyer hereby assigns, transfers and conveys to MSCG all right, title and interest in and to the rights of PPA Buyer under the PPA to receive delivery of the Assigned Products specified in any and all Assignment Appendices then in effect during the Assignment Period. In connection with this assignment, PPA Buyer hereby delegates to MSCG the Assigned Rights and Obligations during the Assignment Period.

(b) PPA Seller hereby consents to PPA Buyer’s assignment, transfer and conveyance of all right, title and interest in and to the Assigned Products specified in any and

all Assignment Appendices then in effect and, subject to Section 3(a), the delegation of the Assigned Rights and Obligations to MSCG and the exercise and performance by MSCG of the Assigned Rights and Obligations during the Assignment Period.

- (c) MSCG hereby accepts such assignment, transfer and conveyance of PPA Buyer's right, title and interest in and to the Assigned Products specified in any and all Assignment Appendices then in effect during the Assignment Period, PPA Buyer's delegation of the Assigned Rights and Obligations during the Assignment Period and agrees to perform any such Assigned Rights and Obligations due from it during the Assignment Period to the extent expressly set forth in this Agreement.

### **3. Limited Assignment.**

The Parties acknowledge and agree that (i) the Assigned Rights and Obligations include only a portion of PPA Buyer's and PPA Seller's rights and obligations arising under the PPA, and that all rights and obligations arising under the PPA that are not expressly included in the Assigned Rights and Obligations shall be "**Retained Rights and Obligations**", and (ii) the Retained Rights and Obligations include all rights and obligations of PPA Buyer and PPA Seller arising during the Assignment Period except the rights and obligations expressly included in the Assigned Rights and Obligations. In this regard:

- (a) **Limited to Delivered Product Payment Obligation.** MSCG's sole payment obligation hereunder will be to pay the Floating Price Payments into the Custodial Account as such terms are defined in and described on Appendix 1 (the "**Delivered Product Payment Obligation**"), which Delivered Product Payment Obligation shall credit against and reduce the amounts otherwise due from PPA Buyer to PPA Seller under the PPA for each Month of the Assignment Period. MSCG and PPA Buyer each agree to instruct the Custodian in accordance with Section 3(c) hereof to pay PPA Seller for the Assigned Products delivered during each Month of the Assignment Period specified in any and all Assignment Appendices then in effect on each applicable payment date under the "Payment" section of the PPA. PPA Buyer shall remain responsible for any payment obligations under the PPA during the Assignment Period specified in any and all Assignment Appendices then in effect, including in the event that either (i) MSCG does not make the payments into the Custodial Account or (ii) the Custodian does not make the payments to the PPA Seller from the Custodial Account as described above.

- (b) **Retained Rights and Obligations.** Any Claims (other than the Delivered Product Payment Obligation or a failure to perform the same) arising or existing in connection with or related to the PPA, whether related to performance by PPA Seller, PPA Buyer or MSCG, and whether arising before, during or after the Assignment Period, in each case excluding the Delivered Product Payment Obligation, will be included in the Retained Rights and Obligations and any such Claims will be resolved exclusively between PPA Seller and PPA Buyer in accordance with the PPA. For the avoidance of doubt, the Parties acknowledge and agree that any invoice adjustments or reconciliations occurring after the initial settlement of amounts due under a monthly invoice shall be resolved solely between PPA Seller and PPA Buyer pursuant to the terms of the PPA.

(c) **Invoicing.** During the Assignment Period specified in any and all Assignment Appendices then in effect, PPA Seller shall continue to provide PPA Buyer a monthly invoice of amounts owing under the PPA, which invoice shall show the total amount due to PPA Seller under the PPA for such Month (the “**Monthly Gross Amount**”). Promptly following PPA Buyer’s receipt of each monthly invoice from PPA Seller during the Assignment Period specified in any and all Assignment Appendices then in effect and, in any event, no later than five (5) Business Days thereafter, PPA Buyer shall deliver (i) a copy of such monthly invoice and the related supporting data to MSCG and (ii) a statement to each of MSCG and the Custodian indicating (A) the Monthly Gross Amount; (B) the Delivered Product Payment Obligation; and (C) the “**Retained Payment Obligation**”, which shall be an amount equal to the Monthly Gross Amount minus the Delivered Product Payment Obligation. PPA Buyer and MSCG covenant and agree to instruct the Custodian to pay the Monthly Gross Amount to PPA Seller on or before the applicable payment date in the PPA; provided that (x) the liability of MSCG hereunder to PPA Seller is limited as described on Appendix 1 [and (y) the Monthly Gross Amount payable to PPA Seller shall be reduced to the extent that PPA Buyer disputes any of the invoiced amounts pursuant to Section [ ] of the PPA]<sup>1</sup>. PPA Buyer and MSCG may agree in a separate writing as to the allocation of the Monthly Gross Amount between PPA Buyer and MSCG of amounts paid by the Custodian to PPA Seller hereunder. At all times, PPA Buyer remains liable to PPA Seller for all amounts due and owing under the PPA.

(d) **Scheduling.** All scheduling of Energy included in the Assigned Products and other communications related to the PPA shall take place between PPA Buyer and PPA Seller pursuant to the terms of the PPA; provided that during any Assignment Period specified in any and all Assignment Appendices then in effect (i) PPA Buyer will provide copies of all billing statements and generation reports provided by PPA Seller to PPA Buyer in accordance with the PPA delivered during the Assignment Period specified in any and all Assignment Appendices then in effect to MSCG and Issuer promptly upon PPA Buyer’s receipt; (ii) title to Assigned Products specified in any and all Assignment Appendices then in effect will pass to MSCG upon delivery by PPA Seller at the Delivery Point in accordance with the PPA; (iii) immediately thereafter, title to such Assigned Products will pass to one or more Prepay Sellers (as set forth in the applicable Assignment Appendix), Issuer (as set forth in the applicable Assignment Appendix) and then to PPA Buyer upon delivery by MSCG at the same point where title is passed to MSCG pursuant to clause (ii) above; and (iv) PPA Buyer will be deemed to be acting as MSCG’s agent with regard to scheduling Assigned Products.

(e) **Amendments.** PPA Buyer will provide written notice (including copies thereof) of any proposed or actual amendment, waiver, supplement, modification, or other changes to the PPA to MSCG relating to the Assigned Rights and Obligations, and the Parties hereby acknowledge and agree that an amendment, waiver, supplement, modification or other change will not have any effect on MSCG’s rights or obligations under this Agreement unless MSCG receives prior written notice thereof.

(f) **Setoff of Receivables.** Pursuant to the applicable Prepaid Agreement(s), Prepay Seller(s) has agreed to purchase the rights to payment of the net amounts owed by PPA Buyer

---

<sup>1</sup> NTD: For inclusion to the extent the PPA includes a provision allowing OCPA to withhold payment for disputed amounts.

under the applicable Prepay Power Supply Contract (“**Receivables**”) in the case of non-payment by PPA Buyer. To the extent any such Receivables relate to Assigned Products purchased by MSCG pursuant to the Assigned Rights and Obligations, the applicable Prepay Seller may sell such Receivables to MSCG and MSCG may transfer such Receivables (excluding any penalties, late payment fees, late payment interest or other fees, costs or interest included in such Receivables) to PPA Seller and apply the face amount of such Receivables (excluding any penalties, late payment fees, late payment interest or other fees, costs or interest included in such Receivables) as a reduction to any Delivered Product Payment Obligation; provided, however, that (1) at no time shall PPA Seller be required to pay MSCG for any amounts by which such Receivables exceed any Delivered Product Payment Obligation then due and owed to PPA Seller and (2) at all times, PPA Buyer remains liable to PPA Seller for all amounts due and owing under the PPA. To effect such transfer, MSCG shall deliver to PPA Seller a notice of intent to transfer Receivables not later than the payment due date for the Delivered Product Payment Obligation and shall deliver to PPA Seller a bill of sale signed by MSCG not later than five Business Days thereafter.

#### **4. Forward Contract.**

The Parties acknowledge and agree that this Agreement is intended to constitute a “forward contract” and that the Parties are intended to constitute “forward contract merchants” within the meaning of the United States Bankruptcy Code.

#### **5. Assignment Period; Assignment Early Termination.**

(a) **Assignment Period.** The “**Assignment Period**” under an Assignment Appendix shall begin on the Assignment Appendix Start Date and extend until the Assignment Appendix End Date or as otherwise terminated early pursuant to Section 5(b); provided that in no event shall the Assignment Period extend beyond an Assignment Early Termination Date with respect to such Assignment Appendix; provided further that the Assignment Period under an Assignment Appendix will automatically terminate upon the expiration or early termination of either the Delivery Period (as defined in the PPA) or the PPA.

(b) **Early Termination.** An “**Assignment Early Termination Date**” will occur under the following circumstances and as of the dates and for the applicable Assignment Appendices specified below:

- (1) the assignment of a Prepay Power Supply Contract by PPA Buyer or Issuer pursuant to Article XIII thereof shall result in an Assignment Early Termination Date for the Assignment Period under the relevant Assignment Appendix, which Assignment Early Termination Date for the applicable Assignment Period(s) shall occur immediately as of the time of such assignment;
- (2) the suspension, expiration, or termination of performance of the PPA by either PPA Buyer or PPA Seller for any reason other than the occurrence of an Uncontrollable Force under and as defined in the PPA shall result in an Assignment Early Termination Date for all Assignment Appendices then in

effect, which Assignment Early Termination Date shall occur immediately as of the time of PPA Seller's last performance under the PPA following such suspension, expiration, or termination;

- (3) the election of MSCG in its sole discretion to declare an Assignment Early Termination Date as a result of (a) any event or circumstance that would give either PPA Buyer or PPA Seller the right to terminate or suspend performance under the PPA (regardless of whether PPA Buyer or PPA Seller exercises such right) or (b) the execution of an amendment, waiver, supplement, modification or other change to the PPA that affects the Assigned Rights and Obligations or MSCG's rights or obligations under this Agreement (provided that MSCG shall not have a right to terminate under this Section 5(b)(3) to the extent that MSCG (i) receives prior notice of such change and (ii) provides its written consent thereto), which Assignment Early Termination Date shall occur under all Assignment Appendices then in effect upon the date set forth in a written notice of such election delivered by MSCG to PPA Buyer and PPA Seller;
- (4) termination or suspension of deliveries for any reason other than force majeure under the applicable Prepaid Agreement or the applicable Prepay Power Supply Contract shall result in an Assignment Early Termination Date for the Assignment Period under the relevant Assignment Appendix, which Assignment Early Termination Date for the applicable Assignment Period(s) shall occur immediately as of the time of the last deliveries under the relevant contract following such suspension or termination;
- (5) the election of PPA Seller in its sole discretion to declare an Assignment Early Termination Date if MSCG fails to pay when due any amounts owed to PPA Seller in respect of any Delivered Product Payment Obligation and such failure continues for five Business Days following receipt by MSCG of written notice thereof, which Assignment Early Termination Date shall occur under all Assignment Appendices then in effect upon the date set forth in a written notice of such election delivered by PPA Seller to MSCG and PPA Buyer; or
- (6) the election of PPA Seller in its sole discretion to declare an Assignment Early Termination Date if either (a) an involuntary case or other proceeding is commenced against MSCG seeking liquidation, reorganization or other relief with respect to it or its debts under any applicable Federal or State bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar law now or hereafter in effect or seeking the appointment of a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed, or an order or decree approving or ordering any of the foregoing is entered and continued unstayed and in effect, in any such event, for a period of 60 days, or (b) MSCG commences a voluntary case or proceeding under any applicable

Federal or State bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar law or any other case or proceeding to be adjudicated as bankrupt or insolvent, or MSCG consents to the entry of a decree or order for relief in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, files a petition or answer or consent seeking reorganization or relief under any applicable Federal or State law, or consents to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of MSCG or any substantial part of its property, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, which Assignment Early Termination Date shall occur under all Assignment Appendices then in effect immediately on the date of PPA Seller's delivery of notice of its election to MSCG and PPA Buyer.

(c) **Reversion of Assigned Rights and Obligations.** The Parties acknowledge and agree that upon the occurrence of an Assignment Early Termination Date the Assigned Rights and Obligations under each applicable Assignment Appendix will revert from MSCG to PPA Buyer. Any Assigned Rights and Obligations under an Assignment Appendix that would become due for payment or performance on or after such Assignment Early Termination Date with respect to such Assignment Appendix shall immediately and automatically revert from MSCG to PPA Buyer; provided that (i) MSCG shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Products delivered to MSCG prior to the Assignment Early Termination Date, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the occurrence of the Assignment Early Termination Date.

## 6. Representations and Warranties.

(a) **Copy of the PPA.** As of the Assignment Agreement Effective Date, PPA Seller and PPA Buyer represent and warrant to MSCG that a true, complete, and correct copy of the PPA is attached hereto as Appendix 4.

(b) **No Default.** As of the Assignment Agreement Effective Date, PPA Seller and PPA Buyer represent and warrant to MSCG that no event or circumstance exists (or would exist with the passage of time or the giving of notice) that would give either of them the right to terminate the PPA or suspend performance thereunder.

(c) **Other.** As of the Assignment Agreement Effective Date, each of PPA Buyer and PPA Seller represents and warrants to each other and to MSCG that:

- (1) it has made no prior transfer (whether by way of security or otherwise) of any interest in the Assigned Rights and Obligations; and

- (2) all obligations of PPA Buyer and PPA Seller under the PPA required to be performed on or before the Assignment Period Start Date have been fulfilled.

(d) **Representations.** Each Party represents to each of the other Parties as of the Assignment Agreement Effective Date:

- (1) **Status.** It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;
- (2) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance;
- (3) **No Violation or Conflict.** Such execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the incurrence by such Party of its obligations under this Agreement, will not result in any violation of, or conflict with: (i) any term of any material contract or agreement applicable to it; (ii) any of its charter, bylaws, or other constitutional documents; (iii) any determination or award of any arbitrator applicable to it; or (iv) any license, permit, franchise, judgment, writ, injunction or regulation, decree, order, charter, law, ordinance, rule or regulation of any Government Agency presently in effect, applicable to it or any of its assets or properties or to any obligations incurred by it or by which it or any of its assets or properties or obligations are bound or affected, and shall not cause a breach of, or default under, any such term or result in the creation of any lien upon any of its properties or assets;
- (4) **Consents.** All consents, approvals, orders or authorizations of, registrations, declarations, filings or giving of notice to, obtaining of any licenses or permits from, or taking of any other action with respect to, any Person or Government Agency that are required to have been obtained by such Party with respect to this Agreement and the transactions contemplated hereby, including the due authorization of such Party and its governing body and any approval or consent of any security holder of such Party or any holder (or any trustee for any holder) of any indebtedness or other obligation of such Party, have been obtained and are in full force and effect and all conditions of any such consents have been complied with;
- (5) **Obligations Binding.** Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization,

insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law));

- (6) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other Parties as investment advice or as a recommendation to enter into this Agreement, it being understood that information and explanations related to the terms and conditions of this Agreement shall not be considered investment advice or a recommendation to enter into this Agreement. It is entering into this Agreement as a bona-fide, arm's-length transaction involving the mutual exchange of consideration and, once executed by all Parties, considers this Agreement a legally enforceable contract. No communication (written or oral) received from any of the other Parties shall be deemed to be an assurance or guarantee as to the expected results of this Agreement;
- (7) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement. It is also capable of assuming, and assumes, the risks of this Agreement; and
- (8) **Status of Parties.** None of the other Parties is acting as a fiduciary for or an adviser to it in respect of this Agreement.

## 7. Counterparts.

This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by email), each of which will be deemed an original.

## 8. Costs and Expenses.

The Parties will each pay their own costs and expenses (including legal fees) incurred in connection with this Agreement and as a result of the negotiation, preparation, and execution of this Agreement.

## 9. Amendments.

No amendment, modification, or waiver in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile or electronic transmission) and executed by each of the Parties.

## 10. Notices.

Any notice, demand, statement or request required or authorized by this Agreement to be given by one Party to another shall be in writing, except as otherwise expressly provided herein. It shall be sent by email transmission, courier, or personal delivery (including overnight delivery service) to each of the notice recipients and addresses for each of the other Parties designated in Appendix 3 hereto. Any such notice, demand, or request shall be deemed to be given (i) when sent by email transmission, or (ii) when actually received if delivered by courier or personal delivery (including overnight delivery service). Each Party shall have the right, upon written 10 days' prior written notice to the other Parties, to change its address at any time, and to designate that copies of all such notices be directed to another Person at another address. The Parties may mutually agree in writing at any time to deliver notices, demands or requests through alternate or additional methods. Notwithstanding the foregoing, a Party may at any time notify the other Parties that any notice, demand, statement or request to it must be provided by email transmission for a specified period of time or until further notice, and any communications delivered by means other than email transmission during such time shall be ineffective.

## 11. Miscellaneous.

(a) **Governing Law.** This Agreement and the rights and duties of the Parties under this Agreement will be governed by and construed, enforced and performed in accordance with the laws of the State of California, without reference to any conflicts of laws provisions that would direct the application of another jurisdiction's laws.

(b) **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope of this Agreement to arbitrate, shall be determined by final, non-appealable binding arbitration in San Diego, California before three (3) arbitrators. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. (“JAMS”) pursuant to its Comprehensive Arbitration Rules and Procedures. Within fifteen (15) days after the commencement of arbitration, each of MSCG and PPA Buyer shall select one person to act as arbitrator, and the two so-selected arbitrators shall select a third arbitrator (the “**chairperson**”) within thirty (30) days of the commencement of the arbitration. If either MSCG or PPA Buyer is unable or fails to select one person to act as arbitrator, such arbitrator shall be appointed by JAMS. If the MSCG and PPA Buyer-selected arbitrators are unable or fail to agree upon a chairperson, the chairperson shall be appointed by JAMS. The chairperson shall be a person who has experience in renewable energy-related transactions, and none of the arbitrators shall have been previously employed by any Party or have any direct pecuniary interest in any Party or the subject matter of the arbitration, unless such conflict is expressly acknowledged and waived in writing by all of the Parties. The Parties shall maintain the confidential nature of the arbitration proceeding and any award, including any hearing(s), except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Any arbitration proceedings, decision or award rendered hereunder and the validity, effect and interpretation of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator(s) shall have no authority to award consequential, treble, exemplary, or punitive damages of any type or kind regardless of whether such damages

may be available under any law or right, with the Parties hereby affirmatively waiving their rights, if any, to recover or claim such damages. The responsibility for compensation and expenses of the three arbitrators and all other expenses charged by JAMS shall be equally split in one-third (1/3) shares by each of MSCG, PPA Buyer, and PPA Seller. In any arbitration arising out of or related to this Agreement, the arbitrators shall award to the prevailing Party or Parties, if any, the costs and attorney's fees reasonably incurred in seeking to enforce the application of this Section 11(b) and by the prevailing party in connection with the arbitration. Notwithstanding the foregoing provisions of this Section 11(b), any costs incurred by a Party in seeking judicial enforcement of any written decision of the arbitrators shall be chargeable to and borne exclusively by the Party against whom such court order is obtained. The award shall be final and binding on the Parties and judgment upon any award may be entered in any court of competent jurisdiction.

(c) **Judicial Reference.** Without limiting the provisions in Section 11(b), if Section 11(b) is deemed ineffective or unenforceable in any respect, any dispute between the Parties arising out of or in connection with this Agreement or its performance, breach, or termination (including the existence, validity and interpretation of this Agreement and the applicability of any statute of limitation period) (each, a “**Dispute**”) shall be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 *et seq.* of the California Code of Civil Procedure (“**CCP**”), or their successor sections (a “**Reference Proceeding**”), which shall constitute the exclusive remedy for the resolution of any Dispute. As a condition precedent to initiating a Reference Proceeding with respect to any Dispute, the Parties shall comply with the provisions of Section 11(c)(1).

(1) Notice of Dispute. Prior to initiating the Reference Proceeding, a Party (the “**Disputing Party**”) shall provide the other Parties (the “**Responding Parties**”) with a written notice of each issue in dispute, a proposed means for resolving each such issue, and support for such position (the “**Notice of Dispute**”). Within 10 days after receiving the Notice of Dispute, the Responding Parties shall provide the Disputing Party with a written notice of each additional issue (if any) with respect to the dispute raised by the Notice of Dispute, a proposed means for resolving every issue in dispute, and support for such position (the “**Dispute Response**”). Thereafter, the Parties shall meet to discuss the matter and attempt in good faith to reach a negotiated resolution of the dispute. If the Parties do not resolve the dispute by unanimous agreement within fifteen (15) days after receipt of the Dispute Response, (the “**Negotiation Period**”), then any Party may provide to the other Parties written notice of intent for judicial reference (the “**Impasse Notice**”) in accordance with the further provisions of this Section 11.

(2) Applicability; Selection of Referees. Within 10 days of the delivery of an Impasse Notice, each of MSCG and PPA Buyer shall nominate one (1) referee. The two (2) referees (the “**Party-Appointed Referees**”) shall appoint a third referee (the “**Third Referee**”, together with the Party-Appointed Referees, the “**Referees**”). The Party-Appointed Referees shall be competent and experienced in matters involving the electric energy business in the United States, with at least ten (10) years of electric industry experience as a practicing attorney. The Third Referee shall be an active or retired California state or federal judge. Each of the Party-Appointed Referees and the Third

Referee shall be impartial and independent of each of the Parties and of the other referees and not employed by any of the Parties in any prior matter.

(3) Inability to Agree upon Third Referee. If the Party-Appointed Referees are unable to agree on the Third Referee within 45 days from delivery of the Impasse Notice, then the Third Referee shall be appointed pursuant to CCP Section 640(b) in an action filed in the Superior Court of California, County of San Francisco (the “**Court**”), and with due regard given to the selection criteria above. A request for appointment of a referee may be heard on an ex parte or expedited basis, and the Parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP Section 170.6, each of PPA Buyer and MSCG shall have one (1) peremptory challenge to the referee selected by the Court.

(4) Discovery; Proceedings.

(A) The Parties agree that time is of the essence in conducting the Reference Proceeding. Accordingly, the Referees shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within 20 days after the date of selection of the Third Referee, (ii) if practicable, try all issues of law or fact within 180 days after the date of the conference, and (iii) report a statement of decision within 20 days after the matter has been submitted for decision.

(B) Discovery and other pre-hearing procedures shall be conducted as agreed to by the Parties, or if they cannot agree, as determined by the Third Referee after discussion with the Parties regarding the need for discovery and other pre-hearing procedures.

(C) Except as expressly set forth herein, the Third Referee shall determine the manner in which the Reference Proceeding is conducted, including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the Reference Proceeding. The Reference Proceeding, including the trial, shall be conducted at a neutral location selected by the Parties, or if not agreed by the Parties, by the Third Referee, in San Francisco, California.

(D) All proceedings and hearings conducted before the Referees, except for trial, shall be conducted without a court reporter, except that when any Party so requests, a court reporter will be used at any hearing conducted before the Referees, and the Referees will be provided a courtesy copy of the transcript. The Party making such a request shall have the obligation to arrange for and pay the court reporter.

(5) Decision. The Referees shall render a written statement of decision setting forth findings of fact and conclusions of law. The decision shall be entered as a judgment in the court in accordance with the provisions of CCP Sections 644 and 645. The decision shall be appealable to the same extent and in the same manner that such decision would be

appealable if rendered by a judge of the Court. The Parties intend this general reference agreement to be specifically enforceable in accordance with the CCP.

(d) **Expenses.** Each of MSCG, PPA Seller and PPA Buyer shall bear the compensation and expenses of its respective own counsel, witnesses, consultants and employees. The responsibility for compensation and expenses of the Referees and all other expenses of judicial reference shall be equally split in one-third (1/3) shares by each of MSCG, PPA Buyer, and PPA Seller.

(e) **U.S. Resolution Stay Protocol.** The Parties hereby confirm that they are adherents to the ISDA 2018 U.S. Resolution Stay Protocol (“ISDA U.S. Stay Protocol”), the terms of the ISDA U.S. Stay Protocol are incorporated into and form a part of this Agreement, and this Agreement shall be deemed a Protocol Covered Agreement for purposes thereof. For purposes of incorporating the ISDA U.S. Stay Protocol, MSCG shall be deemed to be a Regulated Entity, and PPA Buyer and PPA Seller each shall be deemed to be an Adhering Party. In the event of any inconsistencies between this Agreement and the ISDA U.S. Stay Protocol, the ISDA U.S. Stay Protocol will prevail.

(f) **Assignment Appendix Prepaid Transaction Details.** From time to time, MSCG may deliver one or more completed Assignment Appendices to the other Parties hereto completing the terms that are currently bracketed therein, and each such Assignment Appendix shall be binding upon each of the Parties hereto; provided that the aggregate sum of the Assigned Products under all Assignment Appendices then in effect will not exceed the Contract Quantity under and as defined in the PPA. As set forth in Appendix 1 hereto, MSCG’s payment obligations are limited to any Assigned Products delivered pursuant to the Assignment Appendices then in effect. Each Assignment Appendix will set forth certain details relating to the commodity prepayment transaction pursuant to which all or a portion of the Assigned Products shall be delivered; provided that MSCG may, by written notice to PPA Seller and PPA Buyer, at any time and without the consent of PPA Seller or PPA Buyer, (i) rescind any Assignment Appendix or (ii) update or amend any Assignment Appendix to change any or all of the terms specified therein, including: an increase or decrease of the volume of Assigned Products to be delivered into the applicable commodity prepayment transaction (including without limitation a change thereto to reflect that all MWh of Assigned Products delivered in accordance with the PPA by PPA Seller shall be delivered into one commodity prepayment transaction, subject only the aggregate quantity limit specified above); a change in the relevant commodity prepayment transaction (i.e., the “Prepaid Agreement”) pursuant to which the Assigned Products shall be delivered; a change in the identity of the Prepay Seller; or a change to the Assignment Appendix Start Date and / or the Assignment Appendix End Date. For the avoidance of doubt, (I) more than one Assignment Appendix may be in effect at any time, and (II) at any given time, less than one hundred percent (100%) of the Contract Quantity under and as defined in the PPA may be assigned pursuant to the Assignment Appendices then in effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

CLEAN ENERGY ALLIANCE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORANGE COUNTY POWER AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MORGAN STANLEY CAPITAL GROUP INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Appendix 1

### Assigned Rights and Obligations

“PPA” that certain [\_\_\_\_], together with any and all exhibits, schedules or supplements thereto or incorporated therein by reference, by and between PPA Buyer and PPA Seller, as may be amended from time to time.

“**Delivery Point**” has the definition set forth in the PPA.

**Floating Price Payments.** MSCG has separately agreed with PPA Buyer and Custodian pursuant to the Custody Agreement to pay the “Day-Ahead Average Price” as defined below into the custodial account specified in the Custody Agreement (the “**Custodial Account**”) for the portion of the Assigned Products delivered to the Delivery Point during each Month of the Assignment Period pursuant to all Assignment Appendices then in effect (the “**Floating Price Payments**”). MSCG agrees to pay the Floating Price Payments into the Custodial Account, and MSCG’s payment obligations under this Agreement are limited to making such payments into the Custodial Account, for application as provided in the Custody Agreement, which also provides for payment by (i) PPA Buyer of any other amounts due under the PPA for each Month of the Assignment Period and (ii) the Custodian of the net amount due to PPA Seller for each Month of the Assignment Period from the amounts received from MSCG and PPA Buyer, as applicable. MSCG’s Floating Price Payments shall credit against and reduce the amounts otherwise due from PPA Buyer to PPA Seller under the PPA for each Month of the Assignment Period for all Assignment Appendices then in effect; provided that PPA Seller and PPA Buyer acknowledge and agree that the making of Floating Price Payments into the Custodial Account by MSCG shall not entitle (A) MSCG to any payments from PPA Seller or (B) PPA Seller to payments in excess of the net amount that would otherwise be due from PPA Buyer to PPA Seller pursuant to the terms of the PPA. At all times, PPA Buyer remains liable to PPA Seller for all amounts due and owing under the PPA. For the avoidance of doubt, MSCG’s obligations hereunder are limited to only the Assignment Appendices then in effect.

“**Day-Ahead Average Price**” means the result of (i) (x) the sum of the Day-Ahead Market Prices for each Pricing Interval in a Month divided by (y) the number of Pricing Intervals in such Month plus (ii) the Index Adder (as set forth in the table immediately below) for the relevant Month. As used in this definition, “**Pricing Interval**” means the unit of time for which CAISO (or other entity that publishes such prices) establishes a separate price; and “**Day-Ahead Market Price**” means the Day Ahead Market or Locational Marginal Price for [\_\_\_\_] for each applicable hour as published by CAISO, or as such price may be corrected or revised from time to time by CAISO in accordance with its rules. For the avoidance of doubt, the Day-Ahead Average Price can be a negative number.

Month	Index Adder (\$/MWh)
[____]	[____]
[____]	[____]
[____]	[____]
[____]	[____]

Month	Index Adder (\$/MWh)
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]

## Appendix 2

### Assignment Appendix - [A][B][C]

**Date:** [ ]

“**Assignment Appendix End Date**” means 11:59:59 p.m. pacific prevailing time on [ ], 20[ ].

“**Assignment Appendix Start Date**” means [ ] 1, 20[ ].

“**Custodian**” means [ ], a [ ].

“**Custody Agreement**” means the Custodial Agreement dated as of [ ] among the Issuer, PPA Buyer, MSCG, each applicable Prepay Seller and the Custodian, as from time to time amended, restated, supplemented or otherwise modified.

“**Issuer**” means California Community Choice Financing Authority, a joint powers authority and a public entity of the State of California established pursuant to the provisions of the Joint Exercise of Powers Act (Article 1, Chapter 5, Division 7, Title 1, Section 6500 *et seq.* of the California Government Code, as amended).

“**Prepaid Agreement**” means that certain Prepaid Energy Sales Agreement, dated as of [ ] by and between Prepay Seller and Issuer, as from time to time amended, restated, supplemented or otherwise modified.

“**Prepay Power Supply Contract**” means that certain Power Supply Contract, dated as of [ ] by and between Prepay Seller and Issuer, as from time to time amended, restated, supplemented or otherwise modified.

“**Prepay Seller**” means [ ], a [ ], or any other Person that is the prepay seller under the terms of the Prepaid Agreement from time to time.

**Assigned Products subject to this Assignment Appendix:** As set forth immediately below, [the percentage of Assigned Products]/[the monthly quantities of Assigned Products] delivered to the Delivery Point: [ ]



## **Appendix 3**

### **Notice Information**

**IF TO MSCG:** Morgan Stanley Capital Group Inc.  
Attention: Commodities Sales & Trading  
1585 Broadway  
New York, NY 10036-8293  
Email: [energyprepay@morganstanley.com](mailto:energyprepay@morganstanley.com)

**IF TO PPA SELLER:** As set forth in the PPA.

**IF TO PPA BUYER:** As set forth in the PPA.

**Appendix 4**  
**Copy of the PPA**  
**[To be attached.]**



## Staff Report

**DATE:** January 29, 2026

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Gregory Wade, Chief Executive Officer  
Johanna N. Canlas, General Counsel

**ITEM 11:** Consideration of Adoption of Resolution No. 2026-009 Approving and Authorizing Teleconference Pursuant to California Government Code § 54953.8.7

---

### **RECOMMENDATION:**

That the Clean Energy Alliance (CEA) Board of Directors (Board) adopt Resolution No. 2026-009 approving and authorizing the CEA Board and Community Advisory Committee's regular meetings to be held by teleconference pursuant to the provisions of California Government Code § 54953.8.7.

### **BACKGROUND AND DISCUSSION:**

On October 3, 2025, the Governor signed into law Senate Bill 707 (SB 707) amending the Ralph M. Brown Act (California Government Code § 54950 *et seq.*). Among other things, the amendments create a unified structure of remote participation and teleconferencing for meetings of legislative bodies. This includes the addition of teleconferencing rules for eligible multijurisdictional legislative bodies, such as the Clean Energy Alliance. SB 707 allows remote teleconference meetings by eligible multijurisdictional bodies if certain requirements are met, including at least a quorum of the body participates from one or more physical locations that are open to the public, that members who participate remotely do not receive compensation for attendance, and that a member who is participating by teleconference must be at least twenty (20) miles away from any physical location of the meeting and participate through both audio and visual technology. In order to conduct teleconference meetings pursuant to Government Code § 54953.8.7, the Board must pass a resolution authorizing such meetings, such remote attendance is limited to two meetings per year and the member attending remotely must be identified on the agenda.

It should be noted that the ability to conduct teleconference meetings pursuant to Government Code § 54953.8.7 is *in addition* to teleconference meetings that may also be held pursuant to any teleconferencing provisions that are applicable to a meeting under the law, including, but not limited to, traditional teleconferencing under Government Code § 54953.

### **FISCAL IMPACT:**

There are no costs associated with adoption and approval of this Resolution.

Submitted for Board consideration:



---

Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Resolution No. 2026-009

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2026-009**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLEAN ENERGY ALLIANCE  
AUTHORIZING TELECONFERENCING TO BE USED AT REGULAR MEETINGS**

**WHEREAS**, on October 3, 2025, the Governor signed into law Senate Bill 707 (“SB 707”) amending California Government Code § 54950 *et seq.* and permitting members of a multijurisdictional body, as defined therein, to conduct teleconference meetings pursuant to California Government Code § 54953.8.7, so long as certain procedural and substantive requirements are met, including that the body must adopt a resolution authorizing the use of teleconferencing at its meetings pursuant to that section; and

**WHEREAS**, the Clean Energy Alliance (“CEA”) is a multijurisdictional body as defined by SB 707 and wishes to provide for the use of teleconferencing at the regular meetings of its Board of Directors (“Board”) and Community Advisory Committee (“CAC”) pursuant to California Government Code section 54953.8.7; and

**WHEREAS**, in order to conduct a teleconference meeting pursuant to California Government Code § 54953.8.7, all of the following must be met: At least a quorum of the Board or CAC must participate from one or more physical locations that are open to the public and within the boundaries of the territory over which CEA exercises jurisdiction; a Director or Member who participates in a meeting remotely shall not receive compensation for that meeting; a Director or Member who participates in a meeting remotely must be identified on the agenda, be at least twenty (20) miles away from any physical location of the meeting, and participate in the meeting through audio and visual technology; and each Director or Member may each attend up to two meetings per calendar year remotely.

**WHEREAS**, in addition to teleconference meetings held pursuant to Government Code § 54953.8.7, teleconference meetings may also be held pursuant to any teleconferencing provisions that are applicable to a meeting under the law.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Clean Energy Alliance, that commencing February 26, 2026, the Board and the CAC may conduct its regular meetings by teleconference pursuant to Government Code § 54953.8.7.

The foregoing Resolution was passed and adopted this 29th day of January, 2026, at a regular meeting of the Clean Energy Alliance, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
[VACANT], Board Chair

ATTEST:

\_\_\_\_\_  
Ana Marie Alarcon, Clerk to the Board

## Staff Report

**DATE:** January 29, 2026

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Greg Wade, Chief Executive Officer

**ITEM 12:** Clean Energy Alliance Chief Executive Officer Operational and Administrative Report

---

### **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 regarding operational and administrative activity.

### **OPERATIONAL UPDATE**

#### ***Frontwave Arena Sponsorship Agreement***

Clean Energy Alliance has executed a one-year, \$40,000 sponsorship agreement with Oside Arena Management, LLC for Frontwave Arena, effective January 1–December 31, 2026. The sponsorship advances CEA’s public education and outreach objectives through game night ticket allocations, a designated CEA-sponsored game, on-site booth activations, in-arena messaging, and a month-long sustainability content series. Booth activations provide direct engagement with attendees, allowing staff to educate customers on CEA programs, energy efficiency, and clean energy resources in a high-traffic community venue.

The partnership extends CEA’s regional reach through Frontwave Arena and its affiliated teams, with a combined social media following of approximately 98,700 (Frontwave Arena: 34.7K; SD Clippers: 13.9K; SD Sockers: 50.1K). The agreement includes standard public agency protections and will be administered using a program-based, non-discretionary framework aligned with CEA’s public-purpose mission and applicable law.

#### ***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:

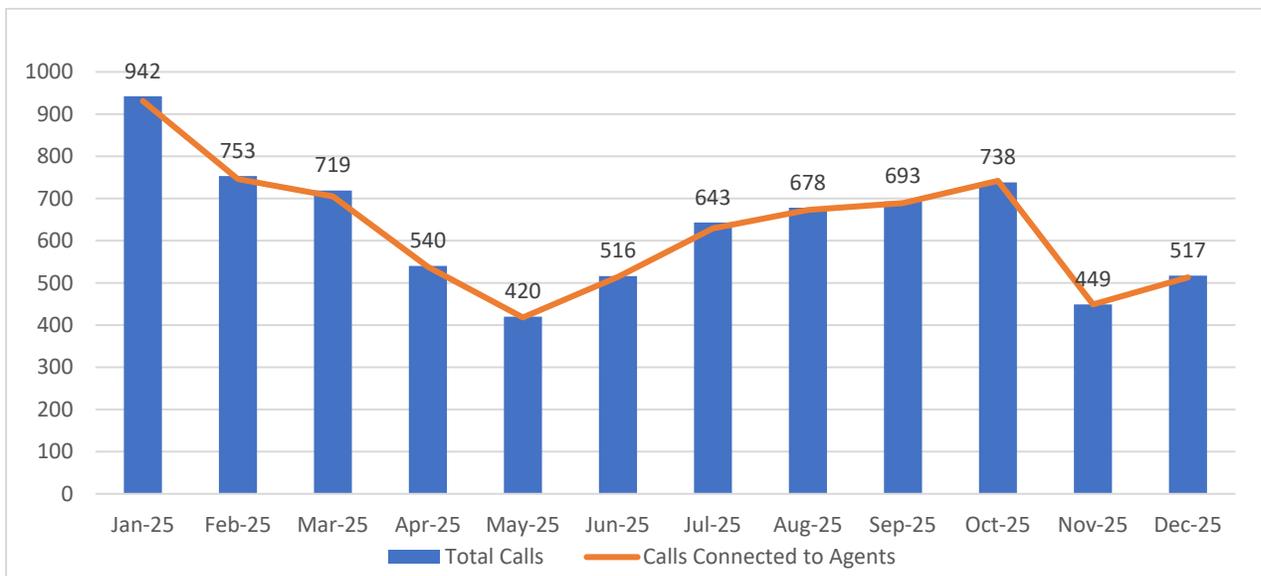
DATE	DESCRIPTION	CITY
December 6, 2025	4 <sup>th</sup> Annual Community Tamalada	Oceanside
December 10, 2025	Solana Beach City Council Presentation	Solana Beach
December 12, 2025	Winterfaith Holiday Sponsor a Family	Escondido
January 12, 2026	California League of Cities, San Diego Division	Online

Upcoming events in which CEA will be participating include:

DATE	DESCRIPTION	CITY
February 7, 2026	Frontwave Arena, Throwback/Alumni Night	Oceanside
March 17, 2026	San Marcos City Council Presentation	San Marcos
March 25, 2026	Vista Unified STEM 2 Career Expo	Vista
March 27, 2026	CEA Sponsorship Night at Frontwave Arena	Oceanside
April 25, 2026	Earth Day/ Dia del Niño	Oceanside

### Call Center Activity and Participation Statistics

The following chart reflects customer activity through December 31, 2025.



Call volumes to CEA’s Call Center increased 15% from November 2025 to December 2025. The most common call topics for all customers (commercial and residential) were related to Billing inquiries, Net Energy Metering, and General Info.

The total number of calls received, response times, and call duration through December 31, 2025, were as follows:

<b>Call Center Monthly Summary – December 2025</b>					
<b>Stats by Month</b>	<b>Dec</b>	<b>Nov</b>	<b>Oct</b>	<b>Sept</b>	<b>Total</b>
Total Calls	517	449	738	693	33,847
Total Calls Connected to Agents	513	449	742	689	33,207
Average Seconds to Answer	0:00:06	0:00:06	0:00:08	0:00:14	
Average Call Duration	0:09:27	0:10:08	0:10:19	0:09:33	

The following table reflects enrollments in CEA’s power supply products by City. As of December 31, 2025, CEA has a total of 256,024 enrolled customer accounts as follows:

<b>Member City</b>	<b>Eligible Accounts</b>	<b>Clean Impact – 50% Renewable</b>	<b>Clean Impact Plus - 75% Carbon Free</b>	<b>Green Impact – 100% Renewable</b>	<b>Participation Rate</b>
Carlsbad	55,240	167	49386	655	91%
Del Mar	3,011	7	2748	71	94%
Escondido	57,298	162	53413	69	94%
Oceanside	74,491	209	69074	103	93%
San Marcos	37,957	118	35229	73	93%
Solana Beach	7,839	15	6978	155	91%
Vista	39,574	84	36979	329	94%
<b>TOTAL</b>	<b>275,410</b>	<b>762</b>	<b>253,807</b>	<b>1,455</b>	<b>93%</b>

***Solar Plus and Battery Bonus Update***

As of January 13, Solar Plus has 23 active applicants and eight operational participants, or participants who have completed installation and received Permission to Operate for their solar and battery systems. Battery Bonus currently has no active applicants or operational participants. Solar Plus Connect and Battery Bonus Connect have 34 and 58 active applicants, respectively.

The table on the following page includes a breakdown of active and completed projects by program and member city. Active projects include any applicants currently in the pipeline and completed projects include any applicants with projects that are complete and have received Permission to Operate. Battery Bonus Connect has 38 installations complete, pending Permission to Operate.

Member City	Solar Plus		Solar Plus Connect		Battery Bonus		Battery Bonus Connect	
	Active	Complete	Active	Complete	Active	Complete	Active	Complete
Status								
Carlsbad	5	1	3	0	0	0	10	0
Del Mar	0	0	1	0	0	0	1	0
Escondido	6	4	13	0	0	0	11	0
Oceanside	4	1	6	0	0	0	15	0
San Marcos	4	1	3	0	0	0	8	0
Solana Beach	2	0	1	0	0	0	1	0
Vista	2	1	7	0	0	0	12	0
<b>TOTAL</b>	<b>23</b>	<b>8</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>58</b>	<b>0</b>

Solar Plus Connect Self-Generation Incentive Program (SGIP) funding remains at \$1,053,458 in either approved or submitted for approval. Battery Bonus Connect currently has a total of \$1,174,853 in SGIP funding either approved or submitted for approval. Funding through SGIP for Solar Plus Connect and Battery Bonus Connect continues to be open for waitlist applications only. A breakdown of SGIP funding by member cities is included in the following table.

Member City	Solar Plus Connect	Battery Bonus Connect
Carlsbad	\$91,080	\$217,800
Del Mar	\$30,360	\$19,800
Escondido	\$408,480	\$257,400
Oceanside	\$188,520	\$382,823
San Marcos	\$90,685	\$198,000
Solana Beach	\$29,485	\$39,600
Vista	\$214,848	\$274,854
<b>TOTAL</b>	<b>\$1,053,458</b>	<b>\$1,174,853</b>

**PeakSmart Savers Update**

As of January 13, 2026, the PeakSmart Savers program has 48 active participants. Recent marketing efforts include a marketing email sent on December 4<sup>th</sup>, a mailer sent on November 3<sup>rd</sup> and ongoing in-person outreach at community events. The email and mailer targeted customers previously enrolled in SDGE’s similar program, TOU-DR-P.

To date, in-person outreach has been the most effective in capturing signups. Of the 48 current participants, in-person outreach accounts for 25% of signups followed by mailers at 21% and emails at 10%. The remaining enrollments come from social media, other sources or were untracked.

On December 30, 2025, CEA published updated terms and conditions, which extend bill protection for an additional year through December 31, 2026 and specify that PeakSmart Days will only occur on weekdays and will exclude weekends and holidays. Previously, bill protection was set to end on December 30, 2025, with a 12-month guarantee for customers enrolled before that date. After the 12-month period, CEA will compare actual charges to what participants would have paid without having been enrolled in PeakSmart

Savers. If the charges are higher, CEA will issue a check refund of the difference by mail. The revised terms and conditions extend this bill protection through December 2026.

CEA has not declared a PeakSmart Day since October 29, 2025, which aligns with expectations as demand is typically lower during winter and PeakSmart Days are reserved for high-demand days.

Member City	PeakSmart Savers Participants
Carlsbad	10
Del Mar	1
Escondido	6
Oceanside	16
San Marcos	1
Solana Beach	0
Vista	14
<b>TOTAL</b>	<b>48</b>

**Bill Calculator Tool Launch**

As of January 12, 2026, CEA has launched its new Bill Comparison Calculator. This calculator is a self-service, digital resource on the CEA website to help customers understand their energy bills and easily compare their costs. The calculator provides a clear, side-by-side comparison of CEA's three energy options versus San Diego Gas & Electric. The calculators' inputs are customizable to provide individualized results based on customer usage, separated by Winter and Summer Usage and times of use. This tool is available for most residential and commercial rates.

**Oversight Committee (ROC)**

The next quarterly Risk Oversight Committee (ROC) meeting is scheduled for March 5, 2026.

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

VENDOR	DESCRIPTION	AMOUNT
None.		

**FISCAL IMPACT:**

There is no fiscal impact with this action.

Submitted for Board consideration:



---

Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:** None.



## Staff Report

**DATE:** January 29, 2026  
**TO:** Clean Energy Alliance Board of Directors  
**FROM:** Gregory Wade, Chief Executive Officer  
**ITEM 13:** 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 related activities. Each month Keyes & Fox provides an update to the CEA Board on key items of interest. This month's update will focus on the Power Charge Indifference Adjustments (PCIA) Order Instituting Rulemaking (OIR) and Final Energy Resource Recovery Account (ERRA) rates.

### **FISCAL IMPACT:**

There is no fiscal impact from this action.

Submitted for Board consideration:

A handwritten signature in blue ink, appearing to read "Gregory Wade", is written over a horizontal line.

Gregory Wade  
Chief Executive Officer

### **ATTACHMENTS:**

- A. Keyes & Fox Regulatory Report

# Clean Energy Alliance

## Regulatory Monitoring Report

Attachment A

---

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: January 20, 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](#).

### IRP Rulemaking ([R.25-06-019](#))

- On January 16, the CPUC issued a [Ruling](#) setting the IRP filing requirements for LSEs. The deadline for filing individual LSE IRPs is **June 1**. Comments on IRP filings are due **July 15**. LSEs are required to use the provided narrative and quantitative templates to submit at least one portfolio that conforms to a 25 million metric ton (MMT) GHG emissions limit in 2035 and a limit of 8 MMT by 2045, and LSEs may submit an additional portfolio that goes beyond the required GHG emissions limits.
- On January 14, the CPUC issued a [Proposed Decision](#) requiring 2029-2032 electric resource procurements and transmitting portfolios for the 2026-2027 Transmission Planning Process (TPP). The Proposed Decision may be as heard as soon as the February 26 Commission meeting. Comments on the PD are due February 3 and reply comments are due February 9. The new procurement is intended to target resources that are eligible for the expiring federal tax credits.
- The Proposed Decision requires additional statewide mid-term reliability (MTR) procurement of 2,000 MW by 2030 and 4,000 MW by 2032 for a total of 6,000 MW of net qualifying capacity (NQC), of which CEA's obligation is 25 MW by 2030 and 50 MW by 2032 for a total of 75 MW ([Attachment A](#)). Eligible resources are subject to the same standards as in previous MTR procurements, such as being RPS-eligible and online after January 1, 2020, and the rules regarding baseline swaps, waivers, and obligation swaps are also extended. Energy storage resources are limited to no more than half of each tranche's NQC. Compliance will be assessed separately for each tranche requirement.

### Resource Adequacy Rulemaking ([R.25-10-003](#))

- On December 12, the Assigned Commissioner issued a [Scoping Memo and Ruling](#) dividing the 2027-2028 Resource Adequacy (RA) proceeding into two tracks. Track 1 will consider immediate priority issues such as hourly resource/obligation transactability, accreditation and accounting methodologies for long-duration storage resources, unforced capacity outages for thermal resources, and solar and wind resources, and is expected to conclude by early July 2026.
- Transactability under the SOD framework would allow hourly transactions for RA compliance, allowing load-serving entities (LSEs) with complimentary load curves that may experience peak load during different hours to provide excess RA resources to other LSEs for those hours. The concept would improve the overall efficiency and cost-effectiveness of existing and new RA resources by allowing one party's unused RA capacity in some hours to be used by another party in those hours. A Energy Division report on transactability issues is expected February 6, party proposals on transactability issues are due February 20, and a transactability workshop is scheduled for February 24.

- Track 2 will consider less time-sensitive issues, including the 2028 and 2029 planning reserve margin (PRM), and is expected to conclude by June 2027. Draft PRM studies from Energy Division and parties will be due in August 2026.

### **SDG&E 2026 ERRA Forecast ([A.25-05-012](#))**

- On December 5, the CPUC issued [D.25-12-008](#) adopting SDG&E's updated 2026 revenue requirement forecast of \$824.1 million, effective January 1, 2026, which is \$701.8 million higher than its currently effective revenue requirement of \$122.3 million. For CCA customers, a typical non-CARE residential customer using 400 kWh can expect to see a monthly bill increase of around \$29.0 (30.1% increase) while a typical unbundled residential CARE customer using 400 kWh can expect to see a monthly bill increase of around \$21.0 (44.2% increase).

### **ERRA/PCIA Reform ([R.25-02-005](#))**

- On December 26, the ALJ issued a [Ruling](#) scheduling the revised Track 2 prehearing conference for January 23. The initially scoped Track 2 included a broad list of issues that will now be addressed in a Track 3 later in 2026. The new Track 2 is focused on the emergent issue in the recent ERRA forecast proceedings of valuation of pre-2019 RECs and how that valuation is applied to IOU bundled customers and departed load customers like those of CCAs.

### **SDG&E Cost of Capital ([A.25-03-013](#))**

- On December 22, the CPUC issued [D.25-12-043](#) setting the cost of capital and capital structure for the major investor-owned utilities. The Decision approved an overall rate of return for SDG&E of 7.41%. SDG&E's approved capital structure is 45.25% debt and 54.75% equity (including 2.75% preferred equity). The approved cost of debt for SDG&E is 4.59%, cost of preferred equity is 6.22%, and cost of common equity is 9.93%.

### **Palomar Decarbonization ([A.25-12-009](#))**

- On December 16, SDG&E submitted an [Application](#) requesting approval for the Palomar Decarbonization Demonstration Project and recovery of about \$20 million in actual and forecasted expenses between 2021 and 2036. Under the proposal the Project's \$12.2 million revenue requirement for the years 2023 through 2027 will be recovered via distribution rates beginning January 1 following a decision on the Application. The Commission previously denied SDG&E's proposal for the Palomar Project in its 2024 rate case proceeding citing a lack of information, particularly regarding ratepayer costs.
- The Palomar Project is SDG&E's integrated hydrogen system at the Palomar Energy Center (PEC), a 588 MW combined-cycle natural gas plant, which consists of onsite hydrogen production, storage, blending into turbines, and fueling of hydrogen vehicles. According to the Application, the research, demonstration, and development Project's purpose is to allow SDG&E to gain critical knowledge, expertise, and real-life operational experience of clean hydrogen's role in electric system decarbonization.

## Staff Report

**DATE:** January 29, 2026

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Gregory Wade, Chief Executive Officer

**ITEM 14:** Public Hearing to Consider Adoption of Resolution No. 2026-009 Approving a Rate Relief Credit for Residential and Non-Residential Customers and Adoption of Resolution No. 2026-010 Reducing Agriculture Rates

---

### **RECOMMENDATION:**

That the Clean Energy Alliance (CEA) Board of Directors (Board):

- 1) Conduct the Public Hearing: Open the Public Hearing, Receive Public Testimony, and Close the Public Hearing;
- 2) Adopt Resolution No. 2026-009 Approving Rate Relief Credits for Residential and Non-Residential Customers; and
- 3) Adopt Resolution No. 2026-010 Approving a 6.9% Rate Reduction for Agriculture Rates.

### **BACKGROUND AND DISCUSSION:**

At the Board Meeting on November 20, 2025, staff presented information regarding the 2026 San Diego Gas & Electric (SDG&E) Energy Resource Recovery Account (ERRA) rate proceeding in which the preliminary Power Charge Indifference Adjustment (PCIA) rates were projected to increase dramatically from current levels. At that meeting, the rates were still preliminary, with final rates anticipated at the end of December 2025, with an effective date of January 1, 2026. The final 2026 PCIA rates were made official via an SDG&E Advice Letter (AL 4757-E) and, in general, continue to represent a significant increase in PCIA rates for all four vintage years (VY) in CEA's service territory, with only moderate changes for each customer class in each VY.

The Board directed staff to return to this meeting with the final adopted 2026 SDG&E PCIA rate impacts, and a Rate Relief Credit proposal that would achieve rate parity with SDG&E for CEA's highest PCIA vintage rate on the Clean Impact power supply product for residential rate TOU-DR1 and for the non-residential rate TOU-AS. These rates were selected due to the majority of customers being served on these rates.

The analysis of the bill comparisons between SDG&E's 2026 final rates and CEA's current rates for customers on rates TOU-DR1 and TOU-AS resulted in the following Rate Relief Credit per kilowatt-hour (kWh) to achieve the desired minimum rate parity results for the Clean Impact power supply product. If approved, the adjustments would apply for the 11-month period beginning on February 1, 2026 through December 31, 2026.

Residential Customers            \$0.03871 per kWh  
Non-Residential Customers       \$0.02657 per kWh

The average bill comparisons for TOU-DR1 residential customers for the various vintage years after taking into account the proposed Rate Relief Credit are shown in the table below (negative value indicates rate savings):

**Residential (Average Monthly Bill = \$174.25)**

Vintage Year	Cities	Avg Monthly Bill Variance to SDG&E for customers opted down to Clean Impact
2017	Solana Beach	(\$0.10) per month
2020	Carlsbad & Del Mar	Parity
2022	Escondido & San Marcos	(\$2.16) per month
2023	Oceanside & Vista	(\$2.80) per month

The average bill comparisons for non-residential customers for the various vintage years after taking into account the proposed Rate Relief Credit are shown in the tables below (negative value indicates savings):

**Small Commercial (Average Monthly Bill = \$447.67)**

Vintage Year	Cities	Avg Monthly Bill Variance to SDG&E for customers opted down to Clean Impact
2017	Solana Beach	(\$0.24) per month
2020	Carlsbad & Del Mar	Parity
2022	Escondido & San Marcos	(\$6.38) per month
2023	Oceanside & Vista	(\$8.02) per month

**Medium/Large Commercial (Average Monthly Bill = \$9,665.38)**

Vintage Year	Cities	Avg Monthly Bill Variance to SDG&E for customers opted down to Clean Impact
2017	Solana Beach	(\$247.67) per month
2020	Carlsbad & Del Mar	(\$241.62) per month
2022	Escondido & San Marcos	(\$441.06) per month
2023	Oceanside & Vista	(\$484.10) per month

**Agricultural (Average Monthly Bill = \$353.82)**

Vintage Year	Cities	Avg Monthly Bill Variance to SDG&E for customers opted down to Clean Impact
2017	Solana Beach	\$11.46 per month higher
2020	Carlsbad & Del Mar	\$11.79 per month higher
2022	Escondido & San Marcos	\$5.51 per month higher
2023	Oceanside & Vista	\$3.69 per month higher

**Lighting (Average Monthly Bill from SDG&E = \$351.06)**

Vintage Year	Cities	Avg Monthly Bill Variance to SDG&E for customers opted down to Clean Impact
2017	Solana Beach	(\$22.15) per month
2020	Carlsbad & Del Mar	(\$21.95) per month
2022	Escondido & San Marcos	(\$27.59) per month
2023	Oceanside & Vista	(\$28.77) per month

As shown above, the proposed non-residential Rate Relief Credit achieves cost parity, or better, for all PCIA vintages for all non-residential customer classes with the exception of the agricultural rate class.

**Agriculture Customer Class Rate Reduction**

To address the disparity for the agricultural rate class, staff recommends a 6.9% rate reduction for the agriculture rate schedules. The estimated financial impact of this rate reduction is approximately \$38,000 annually.

The financial impact of the proposed Rate Relief Credit, under certain opt down assumptions, are shown in the table below:

CUSTOMER CLASS	OPT DOWN ASSUMPTION	FINANCIAL IMPACT
Residential	30,000 customers (13% of total)	\$5,156,000
Small Commercial	20% of customers	\$1,778,000
Medium/Large Commercial	20% of customers	\$3,589,000
Agriculture	20% of customers	\$23,000
Lighting	20% of customers	\$46,000
<b>TOTAL ESTIMATED FINANCIAL IMPACT</b>		<b>\$10,592,000</b>

**Financial Impact of Recommended Amounts in the fiscal year ending June 30, 2026**

The table below shows the estimated financial position and days liquidity on hand as of June 30, 2026 compared to the approved Budget, and the estimated position as of December 31, 2026. As shown, CEA would still be expected to meet its overall budget even if the assumed number of Opt Down customers is realized. Through June 30, 2026, the Change in Net Position is projected to be approximately \$4.0 million better than Budget even if the resolutions are adopted in full.

	Through June 30, 2026			Through December 31, 2026	
	Budget	Financial Projection		Financial Projection	
		Before Proposal	After Proposal	Before Proposal	After Proposal
<b>Change in Net Position</b>	\$ 35,862,650	\$ 43,415,990	\$ 39,981,217		
<b>Ending Net Position</b>	\$ 50,649,916	\$ 64,795,102	\$ 60,360,330	\$ 102,568,306	\$ 92,842,129
<b>Days Liquidity on Hand</b>	81	88	84	135	126

Submitted for Board consideration:



---

Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Resolution No. 2026-009 Establishing the Rate Relief Credit
- B. Resolution No. 2026-010 Reducing Agriculture Rates

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2026-009**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLEAN ENERGY  
ALLIANCE ESTABLISHING RATE RELIEF CREDITS EFFECTIVE FEBRUARY 1, 2026  
THROUGH DECEMBER 31, 2026**

**WHEREAS**, the Clean Energy Alliance (CEA) is a joint powers agency formed on November 4, 2019, under the Joint Exercise of Power Act, California Government Code section 6500 *et seq.*; and

**WHEREAS**, Section 4.6 of the Joint Powers Authority (JPA) Agreement establishes the specific responsibility of the CEA Board of Directors to adopt retail rates for power; and

**WHEREAS**, the CEA Board desires to establish Rate Relief Credits to address impacts of increased San Diego Gas & Electric Power Charge Indifference Adjustment rate increases; and

**WHEREAS**, the Public Hearing Notice was published in the San Diego Union Tribune on January 19 and January 26, 2026 and posted on January 19, 2026.

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

Section 1. The Board of Directors of the Clean Energy Alliance hereby adopts and approves the following Rate Reduction Credits:

Residential	\$0.03871 per kWh
Non-Residential	\$0.02657 per kWh

Section 2. Rate Reduction Credits in Section 1 above shall be effective February 1, 2026 through December 31, 2026.

The foregoing Resolution was passed and adopted this 29th day of January 2026, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
[VACANT], Board Chair

ATTEST:

\_\_\_\_\_  
Ana Marie Alarcon, Clerk to the Board

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2026-010**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY ALLIANCE  
REDUCING AGRICULTURE RATES EFFECTIVE FEBRUARY 1, 2026 THROUGH  
DECEMBER 31, 2026**

**WHEREAS**, Clean Energy Alliance (CEA) is a joint powers agency formed on November 4, 2019, under the Joint Exercise of Power Act, California Government Code section 6500 *et seq.*; and

**WHEREAS**, Section 4.6 of the Joint Powers Authority (JPA) Agreement establishes the specific responsibility of the CEA Board of Directors to adopt retail rates for power; and

**WHEREAS**, on January 29, 2026, the CEA Board adopted Resolution No. 2026-009, adopting non-residential Rate Relief Credit that achieve cost parity, or better, for all PCIA vintages for all non-residential customer classes with the exception of the agricultural rate class; and

**WHEREAS**, the CEA Board desires to reduce Agriculture rates by 6.9%; and

**WHEREAS**, the resulting rates are attached as Exhibit A; and

**WHEREAS**, the Public Hearing Notice was published in the San Diego Union Tribune on January 19 and January 26, 2026 and posted on January 19, 2026; and

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

Section 1. The Board of Directors of the Clean Energy Alliance hereby adopts and approves the reduced agriculture rates reflected in Exhibit A.

Section 2. The reduced agriculture rates reflected in Exhibit A shall be effective February 1, 2026 through December 31, 2026.

The foregoing Resolution was passed and adopted this 29th day of January 2026, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

APPROVED:

\_\_\_\_\_  
[VACANT], Board Chair

ATTEST:

\_\_\_\_\_  
Ana Marie Alarcon, Clerk to the Board

Exhibit A  
Clean Energy Alliance  
Proposed Amended Agriculture Rate Schedule  
Effective February 1, 2026

CCA Rate Name	Season	Charge Type	Time of Use Period	per kWh New Rate	per kWh Current Rate	% Change
TOU-PA-S	Summer	Generation	On-Peak	0.33354	0.35826	-6.90%
TOU-PA-S	Summer	Generation	Off-Peak	0.16498	0.17721	-6.90%
TOU-PA-S	Winter	Generation	On-Peak	0.19366	0.20801	-6.90%
TOU-PA-S	Winter	Generation	Off-Peak	0.06654	0.07147	-6.90%
TOU-PA-P	Summer	Generation	On-Peak	0.33167	0.35625	-6.90%
TOU-PA-P	Summer	Generation	Off-Peak	0.16394	0.17609	-6.90%
TOU-PA-P	Winter	Generation	On-Peak	0.19248	0.20675	-6.90%
TOU-PA-P	Winter	Generation	Off-Peak	0.06608	0.07098	-6.90%
TOU-PA-2-S	Summer	Demand	On-Peak	17.47	18.76	-6.90%
TOU-PA-2-S	Summer	Generation	On-Peak	0.20464	0.21981	-6.90%
TOU-PA-2-S	Summer	Generation	Off-Peak	0.11449	0.12297	-6.90%
TOU-PA-2-S	Summer	Generation	Super Off-Peak			
TOU-PA-2-S	Summer	Generation	Peak	0.06264	0.06728	-6.90%
TOU-PA-2-S	Winter	Generation	On-Peak	0.22679	0.24360	-6.90%
TOU-PA-2-S	Winter	Generation	Off-Peak	0.10330	0.11096	-6.90%
TOU-PA-2-S	Winter	Generation	Super Off-Peak			
TOU-PA-2-S	Winter	Generation	Peak	0.06742	0.07242	-6.90%
TOU-PA-2-P	Summer	Demand	On-Peak	17.39	18.68	-6.90%
TOU-PA-2-P	Summer	Generation	On-Peak	0.20369	0.21879	-6.90%
TOU-PA-2-P	Summer	Generation	Off-Peak	0.11394	0.12238	-6.90%
TOU-PA-2-P	Summer	Generation	Super Off-Peak			
TOU-PA-2-P	Summer	Generation	Peak	0.06227	0.06689	-6.90%
TOU-PA-2-P	Winter	Generation	On-Peak	0.22552	0.24223	-6.90%
TOU-PA-2-P	Winter	Generation	Off-Peak	0.10264	0.11025	-6.90%
TOU-PA-2-P	Winter	Generation	Super Off-Peak			
TOU-PA-2-P	Winter	Generation	Peak	0.06702	0.07199	-6.90%
TOU-PA-3-S <20kW	Summer	Generation	On-Peak	0.38939	0.41825	-6.90%
TOU-PA-3-S <20kW	Summer	Generation	Off-Peak	0.19113	0.20530	-6.90%
TOU-PA-3-S <20kW	Summer	Generation	Super Off-Peak			
TOU-PA-3-S <20kW	Summer	Generation	Peak	0.06874	0.07383	-6.90%
TOU-PA-3-S <20kW	Winter	Generation	On-Peak	0.17606	0.18911	-6.90%
TOU-PA-3-S <20kW	Winter	Generation	Off-Peak	0.07484	0.08039	-6.90%
TOU-PA-3-S <20kW	Winter	Generation	Super Off-Peak			
TOU-PA-3-S <20kW	Winter	Generation	Peak	0.04543	0.04880	-6.90%

TOU-PA-3-P <20kW	Summer	Generation	On-Peak	0.38731	0.41601	-6.90%
TOU-PA-3-P <20kW	Summer	Generation	Off-Peak	0.19001	0.20409	-6.90%
TOU-PA-3-P <20kW	Summer	Generation	Super Off-Peak	0.06821	0.07326	-6.90%
TOU-PA-3-P <20kW	Winter	Generation	On-Peak	0.17502	0.18799	-6.90%
TOU-PA-3-P <20kW	Winter	Generation	Off-Peak	0.07430	0.07981	-6.90%
TOU-PA-3-P <20kW	Winter	Generation	Super Off-Peak	0.04510	0.04844	-6.90%
TOU-PA-3-S >=20kW	Summer	Demand	On-Peak	5.60	6.01	-6.90%
TOU-PA-3-S >=20kW	Summer	Generation	On-Peak	0.39697	0.42639	-6.90%
TOU-PA-3-S >=20kW	Summer	Generation	Off-Peak	0.20054	0.21540	-6.90%
TOU-PA-3-S >=20kW	Summer	Generation	Super Off-Peak	0.05795	0.06224	-6.90%
TOU-PA-3-S >=20kW	Winter	Generation	On-Peak	0.16559	0.17786	-6.90%
TOU-PA-3-S >=20kW	Winter	Generation	Off-Peak	0.06899	0.07410	-6.90%
TOU-PA-3-S >=20kW	Winter	Generation	Super Off-Peak	0.04090	0.04393	-6.90%
TOU-PA-3-P >=20kW	Summer	Demand	On-Peak	5.57	5.98	-6.90%
TOU-PA-3-P >=20kW	Summer	Generation	On-Peak	0.39509	0.42437	-6.90%
TOU-PA-3-P >=20kW	Summer	Generation	Off-Peak	0.19956	0.21435	-6.90%
TOU-PA-3-P >=20kW	Summer	Generation	Super Off-Peak	0.05746	0.06172	-6.90%
TOU-PA-3-P >=20kW	Winter	Generation	On-Peak	0.16453	0.17672	-6.90%
TOU-PA-3-P >=20kW	Winter	Generation	Off-Peak	0.06837	0.07344	-6.90%
TOU-PA-3-P >=20kW	Winter	Generation	Super Off-Peak	0.04044	0.04344	-6.90%
PA-T-1-S	Summer	Demand	On-Peak	10.12	10.87	-6.90%
PA-T-1-S	Summer	Generation	On-Peak	0.19774	0.21240	-6.90%
PA-T-1-S	Summer	Generation	Off-Peak	0.11149	0.11975	-6.90%
PA-T-1-S	Summer	Generation	Super Off-Peak	0.06967	0.07483	-6.90%
PA-T-1-S	Winter	Generation	On-Peak	0.24588	0.26410	-6.90%
PA-T-1-S	Winter	Generation	Off-Peak	0.11401	0.12246	-6.90%
PA-T-1-S	Winter	Generation	Super Off-Peak	0.07569	0.08130	-6.90%
PA-T-1-P	Summer	Demand	On-Peak	10.07	10.82	-6.90%
PA-T-1-P	Summer	Generation	On-Peak	0.19658	0.21115	-6.90%
PA-T-1-P	Summer	Generation	Off-Peak	0.11077	0.11898	-6.90%
PA-T-1-P	Summer	Generation	Super Off-Peak	0.06929	0.07443	-6.90%
PA-T-1-P	Winter	Generation	On-Peak	0.24449	0.26261	-6.90%

PA-T-1-P	Winter	Generation	Off-Peak Super Off- Peak	0.11332	0.12172	-6.90%
PA-T-1-P	Winter	Generation	Peak	0.07526	0.08084	-6.90%
PA-T-1-T	Summer	Demand	On-Peak	9.65	10.36	-6.90%
PA-T-1-T	Summer	Generation	On-Peak	0.18627	0.20008	-6.90%
PA-T-1-T	Summer	Generation	Off-Peak Super Off- Peak	0.10424	0.11197	-6.90%
PA-T-1-T	Summer	Generation	Peak	0.06476	0.06956	-6.90%
PA-T-1-T	Winter	Generation	On-Peak	0.23188	0.24907	-6.90%
PA-T-1-T	Winter	Generation	Off-Peak Super Off- Peak	0.10642	0.11431	-6.90%
PA-T-1-T	Winter	Generation	Peak	0.07003	0.07522	-6.90%
G-PA-T-1-S	Summer	Demand	On-Peak	2.83	3.04	-6.90%
G-PA-T-1-S	Summer	Generation	On-Peak	0.09980	0.10720	-6.90%
G-PA-T-1-S	Summer	Generation	Semi-Peak	0.09751	0.10474	-6.90%
G-PA-T-1-S	Summer	Generation	Off-Peak	0.05806	0.06236	-6.90%
G-PA-T-1-S	Winter	Generation	On-Peak	0.32172	0.34556	-6.90%
G-PA-T-1-S	Winter	Generation	Semi-Peak	0.12199	0.13103	-6.90%
G-PA-T-1-S	Winter	Generation	Off-Peak	0.12187	0.13090	-6.90%
G-PA-T-1-P	Summer	Demand	On-Peak	2.80	3.01	-6.90%
G-PA-T-1-P	Summer	Generation	On-Peak	0.09351	0.10044	-6.90%
G-PA-T-1-P	Summer	Generation	Semi-Peak	0.09125	0.09801	-6.90%
G-PA-T-1-P	Summer	Generation	Off-Peak	0.05199	0.05584	-6.90%
G-PA-T-1-P	Winter	Generation	On-Peak	0.31989	0.34360	-6.90%
G-PA-T-1-P	Winter	Generation	Semi-Peak	0.12122	0.13020	-6.90%
G-PA-T-1-P	Winter	Generation	Off-Peak	0.12110	0.13007	-6.90%
G-PA-T-1-T	Summer	Demand	On-Peak	2.69	2.89	-6.90%
G-PA-T-1-T	Summer	Generation	On-Peak	0.09276	0.09964	-6.90%
G-PA-T-1-T	Summer	Generation	Semi-Peak	0.09067	0.09739	-6.90%
G-PA-T-1-T	Summer	Generation	Off-Peak	0.05307	0.05700	-6.90%
G-PA-T-1-T	Winter	Generation	On-Peak	0.31774	0.34129	-6.90%
G-PA-T-1-T	Winter	Generation	Semi-Peak	0.12027	0.12918	-6.90%
G-PA-T-1-T	Winter	Generation	Off-Peak	0.12015	0.12905	-6.90%
G-TOU-PA-S	Summer	Generation	On-Peak	0.37659	0.40450	-6.90%
G-TOU-PA-S	Summer	Generation	Semi-Peak	0.14527	0.15604	-6.90%
G-TOU-PA-S	Summer	Generation	Off-Peak	0.06545	0.07030	-6.90%
G-TOU-PA-S	Winter	Generation	On-Peak	0.17912	0.19240	-6.90%
G-TOU-PA-S	Winter	Generation	Semi-Peak	0.05510	0.05918	-6.90%
G-TOU-PA-S	Winter	Generation	Off-Peak	0.05501	0.05909	-6.90%
G-TOU-PA-P	Summer	Generation	On-Peak	0.37439	0.40214	-6.90%

G-TOU-PA-P	Summer	Generation	Semi-Peak	0.14429	0.15498	-6.90%
G-TOU-PA-P	Summer	Generation	Off-Peak	0.06488	0.06969	-6.90%
G-TOU-PA-P	Winter	Generation	On-Peak	0.17790	0.19109	-6.90%
G-TOU-PA-P	Winter	Generation	Semi-Peak	0.05452	0.05856	-6.90%
G-TOU-PA-P	Winter	Generation	Off-Peak	0.05444	0.05848	-6.90%
G-TOU-PA-2-S	Summer	Demand	On-Peak	3.16	3.39	-6.90%
G-TOU-PA-2-S	Summer	Generation	On-Peak	0.11476	0.12327	-6.90%
G-TOU-PA-2-S	Summer	Generation	Semi-Peak	0.10385	0.11155	-6.90%
G-TOU-PA-2-S	Summer	Generation	Off-Peak	0.06283	0.06749	-6.90%
G-TOU-PA-2-S	Winter	Generation	On-Peak	0.35230	0.37841	-6.90%
G-TOU-PA-2-S	Winter	Generation	Semi-Peak	0.13628	0.14638	-6.90%
G-TOU-PA-2-S	Winter	Generation	Off-Peak	0.13620	0.14629	-6.90%
G-TOU-PA-2-P	Summer	Demand	On-Peak	3.15	3.38	-6.90%
G-TOU-PA-2-P	Summer	Generation	On-Peak	0.11419	0.12265	-6.90%
G-TOU-PA-2-P	Summer	Generation	Semi-Peak	0.10329	0.11094	-6.90%
G-TOU-PA-2-P	Summer	Generation	Off-Peak	0.06244	0.06707	-6.90%
G-TOU-PA-2-P	Winter	Generation	On-Peak	0.35034	0.37631	-6.90%
G-TOU-PA-2-P	Winter	Generation	Semi-Peak	0.13545	0.14549	-6.90%
G-TOU-PA-2-P	Winter	Generation	Off-Peak	0.13536	0.14539	-6.90%