

DESERT COMMUNITY ENERGY MEETING AGENDA

Monday, June 16, 2025 3:00 p.m.

Palm Springs City Hall Large Conference Room 3200 E. Tahquitz Canyon Way Palm Springs CA 92262

Members of the public may use the following link for listening access and ability to address the Desert Community Energy Board when called upon:

https://us02web.zoom.us/j/86184287306?pwd=bU7N5BBRmfGtMpqTE2tvaete52GSil.1

Dial In: +1 669 900 9128 US **Webinar ID:** 861 8428 7306 **Password:** 053716

Members of the public are encouraged to submit comment in connection with the Desert Community Energy meeting by email to: cvag@cvag.org by 5:00 p.m. on the day prior to the Board meeting. Members of the public joining the meeting by Zoom can provide comment by using the "raise hand" feature or hitting *9 on the phone keypad.

As a convenience to the public, DCE provides a call-in and internet-based option for members of the public to virtually observe and provide public comments at its meetings. Please note that, in the event of a technical issue disrupting the call-in or internet-based options, the meeting will continue unless otherwise required by law.

THIS MEETING IS HANDICAPPED ACCESSIBLE. ACTION MAY RESULT ON ANY ITEMS ON THIS AGENDA.

1.

CALL TO ORDER

2.	ROLL CALL	
A.	Member Roster	P4
3.	AGENDA MODIFICATIONS (IF ANY)	
4.	PUBLIC COMMENTS ON AGENDA ITEMS	
	This is the first of two opportunities to address the Board. Any person wishing to address the Desert Community Energy Board on items appearing <u>on</u> this agenda may do so at this time. Please limit comments to 3 minutes. At the discretion of the chair, additional public comment time and/or opportunities during the meeting may be granted.	
5.	BOARD MEMBER / EXECUTIVE DIRECTOR COMMENTS	
6.	CONSENT CALENDAR	
A.	Approve the minutes of the May 19, 2025, Board meeting	P5
B.	Authorize the Executive Director to execute an agreement with MRW & Associates, LLC for a not-to-exceed amount of \$51,890 through June 2027, authorizing work on the 2025 Integrated Resource Plan as required by the California Public Utilities Commission	P8
C.	Adopt Resolution 2025-03, approving the 2024 Power Source Disclosure Annual Report, and authorizing the Executive Director to complete all actions necessary for submittal to the California Energy Commission, including attesting to its veracity	P58
D.	Approve updates to Policy No. 18-13 related to Budget and Accounting Policies	P71
6.1	ITEMS HELD OVER FROM CONSENT CALENDAR	

7. DISCUSSION / ACTION

A. DCE Fiscal Year 2025-26 Budget – Claude Kilgore

P76

<u>Recommendation</u>: Adopt Resolution 2025-04 approving Desert Community Energy's Fiscal Year 2025-26 Budget

B. DCE Mid-Term Reliability Procurement: Resource Adequacy + TB4 with Athos Storage, LLC – Lisa McNeilly

P98

Recommendation: Adopt Resolution No. 2025-05, approving a 15-year Resource Adequacy + TB4 Agreement (RA+TB4) with Athos Storage, LLC, for its Riverside County Battery Energy Storage System (BESS) project near Desert Center and authorizing the Executive Director and/or Legal Counsel to make minor modifications before execution of the agreement

C. Presentation: Summer power supply outlook – Jaclyn Harr, The Energy Authority

8. <u>INFORMATION</u>

A) Attendance Record

P103

B) Summary of June 2025 Rate Adjustment

P104

C) Coachella Valley Association of Governments' Meeting Calendar for Fiscal Year 2025-26

P106

9. PUBLIC COMMENTS ON NON-AGENDA ITEMS

This is the second of two opportunities to address the Board. Any person wishing to address the Board on items <u>not</u> appearing on this agenda may do so at this time. Please limit comments to 2 minutes. At the discretion of the chair, additional public comment time and/or opportunities during the meeting may be granted.

10. ANNOUNCEMENTS

The next DCE Board meeting will be held July 21, 2025, at 3:00 p.m. at the Large Conference Room at Palm Springs City Hall, 3200 E. Tahquitz Canyon Way, Palm Springs, 92262.

11. ADJOURNMENT



DESERT COMMUNITY ENERGY BOARD MEMBER ROSTER

Voting Members	Seat on Committee	Representative			
City of Palm Desert	Vice Chair	Veronica Chavez Finance Director			
City of Palm Springs	Palm Springs Chair Jeffrey Bernstein Councilmember				
DCE Staff					
Tom Kirk, Executive Director					
Claude Kilgore, Director of Finance					
Lisa McNeilly, Director of Energy & Sustainability					
Savannah Gil, Program Specialist					
Janice Reitman, Accounting Manager					

Desert Community Energy Board Meeting Minutes May 19, 2025



The audio file for this meeting can be found at: http://www.desertcommunityenergy.org

1. CALL TO ORDER

The meeting of the DCE Board was called to order by Chair Jeffrey Bernstein at 3 p.m. at Palm Springs City Hall, Large Conference Room, 3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262.

2. ROLL CALL

Roll call was taken, and it was determined that a quorum was present.

Members Present

Councilmember Jeffrey Bernstein, *Chair* Finance Director Veronica Chavez, *Vice Chair*

Member Jurisdiction

City of Palm Springs City of Palm Desert

3. AGENDA MODIFICATIONS (IF ANY)

None

4. PUBLIC COMMENTS ON AGENDA ITEMS

None

5. BOARD MEMBER/EXECUTIVE DIRECTOR COMMENTS

Director of Energy & Sustainability Lisa McNeilly shared an update on the Desert Saver Rates, confirming that the rates remain unchanged from the last DCE Board meeting report.

6. CONSENT CALENDAR

Prior to the vote, Vice Chair Chavez asked a question to staff regarding item 6B inquiring if DCE had a cyber security policy in place. Director McNeilly clarified that Coachella Valley Association of Governments (CVAG), which staffs DCE, has cyber security measures in place and staff is frequently trained on it.

IT WAS MOVED BY VICE CHAIR CHAVEZ AND SECONDED BY COUNCILMEMBER BERNSTEIN TO APPROVE THE FOLLOWING CONSENT CALENDAR:

- A. Approve the minutes of the March 17, 2025, Board meeting
- B. Receive and file the Triennial Data Privacy Audit Report for 2022-2024

C. Approve continued participation as an operational member of the California Community Choice Association (CalCCA) for an annual membership rate of \$111,870

THE MOTION CARRIED WITH 2 AYES.

Chair Bernstein Aye Vice Chair Veronica Chavez Aye

6.1 ITEMS HELD OVER FROM CONSENT CALENDAR

None

7. DISCUSSION / ACTION

A. Contractual Services for Customer Service Support

Director McNeilly presented the staff report. Brief member discussion ensued, with Director McNeilly clarifying how the services were procured.

Chair Bernstein requested an informational item be provided on a future agenda regarding the rebate process mentioned in this item.

IT WAS MOVED BY VICE CHAIR CHAVEZ AND SECONDED BY COUNCILMEMBER BERNSTEIN AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A RESTATED AGREEMENT WITH CALPINE COMMUNITY ENERGY TO PROVIDE DATA MANAGEMENT AND CUSTOMER CALL CENTER SERVICES THROUGH APRIL 2028, WITH AN OPTIONAL THREE-YEAR EXTENSION, AT A COST OF ABOUT \$590,000 ANNUALLY

THE MOTION CARRIED WITH 2 AYES.

Chair Jeffrey Bernstein Aye Vice Chair Veronica Chavez Aye

B. Revolving Line of Credit Renewal with River City Bank

Finance Director Claude Kilgore presented the staff report.

Member discussion ensued with Mr. Kilgore answering questions from the Board and clarifying how the revolving line of credit operates and relates to the credit rating.

IT WAS MOVED BY VICE CHAIR CHAVEZ AND SECONDED BY CHAIR BERNSTEIN TO ADOPT RESOLUTION 2025-02, APPROVING THE FOURTH AMENDMENT TO CREDIT AGREEMENT WITH RIVER CITY BANK FOR AN INCREASED TOTAL NOT TO EXCEED \$20,000,000 AND AUTHORIZING THE EXECUTIVE DIRECTOR AND/OR LEGAL COUNSEL TO NEGOITATE AND TAKE THE NECESSARY STEPS TO FINALIZE AND EXECUTE THE CREDIT AGREEMENT AMENDMENT AND RELATED DOCUMENTS

THE MOTION CARRIED WITH 2 AYES.

Chair Jeffrey Bernstein Aye Vice Chair Veronica Chavez Aye

C. Fiscal Year 2025-26 Budget Preview

Mr. Kilgore presented the staff report.

Brief member discussion ensued with Mr. Kilgore answering questions from the Board regarding whether the consideration of tariffs or contingencies were being used for the budget.

No action was taken as this was an informational item only.

8. **INFORMATION**

The following items were included in the agenda packet for members' information:

- A) Attendance Record
- B) 2024 Annual Supplier Diversity Report
- C) Conflict of Interest Guidance
- D) Unaudited Year-to-Year Financial Report as of March 31, 2025
- E) DCE's Quarterly Investment Report through March 31, 2025

9. PUBLIC COMMENT ON NON-AGENDA ITEMS

Donald Ziegler, resident of Palm Desert, addressed the Board regarding his concerns about the reliability of electricity in the Coachella Valley during hot summers and urged the Board to look into a new model that replaces the existing delivery model.

10. ANNOUNCEMENTS

The next DCE Board meeting will be held June 16, 2025, at 3:00 p.m. at the Large Conference Room at Palm Springs City Hall, 3200 E. Tahquitz Canyon Way, Palm Springs, 92262.

11. ADJOURNMENT

There being no further business, Chair Bernstein adjourned the meeting at 3:42 p.m.

Respectfully submitted,

Elysia Regalado Management Analyst

Desert Community Energy Board June 16, 2025



STAFF REPORT

Subject: Contract with MRW & Associates for DCE's 2025 Integrated Resource Plan

Contact: Savannah Gil, Program Specialist (sqil@cvaq.org) and Allen McMillen, Contracts

Manager (amcmillen@cvag.org)

Recommendation: Authorize the Executive Director to execute an agreement with MRW & Associates, LLC for a not-to-exceed amount of \$51,890 through June 2027, authorizing work on the 2025 Integrated Resource Plan as required by the California Public Utilities Commission

Background: The Integrated Resource Plan (IRP) is a requirement for all load-serving entities (LSEs), including DCE and other community choice aggregation agencies (CCAs). The overall purpose of the IRP process is to ensure that California's electricity sector meets its greenhouse gas (GHG) reduction goals while maintaining reliability at the lowest possible costs. A key focus of the IRP is to ensure that DCE is providing sufficient energy to meet its load and to quantify its GHG emissions reduction objectives. The IRP process and coordination of this statewide planning effort have gained increased significance as energy resources have been strained during recent heatwaves.

The IRP is required to be submitted every two years, with bi-annual compliance filings in June and December of every year based on the latest updates from the CPUC. For the 2024-2026 IRP cycle, on February 15, 2024, the CPUC adopted Decision (D.) 23-02-047 on the 2023 Preferred System Plan and Transmission Planning Process Portfolios (Decision). Pursuant to the Decision, LSEs subject to the CPUC's IRP purview are not required to file individual IRPs any earlier than November 1, 2025. The final 2025 Inputs & Assumptions document is expected to be released in mid-2025.

In 2022, DCE contracted with MRW & Associates, LLC (MRW) to prepare and file its 2022 IRP and associated compliance filings. MRW demonstrated efficiency in managing their workload concerning DCE's compliance filings. DCE amended the 2022 IRP service agreement for an extension of three years to include the 2024 IRP and associated compliance filings, with MRW remaining below the established not-to-exceed amount of \$65,000.

In April 2025, DCE staff solicited quotes from qualified contractors for the current CPUC 2024-2026 IRP cycle (2025-2027 transmission planning process). DCE received three quotes by the May 9, 2025, deadline: a quote from Ascend Analytics in the amount of \$312,195; a quote from MRW & Associates, Inc. in the amount of \$51,890; and a quote from First Principles Advisory in the amount of \$80,400. DCE staff reviewed the quotes and selected MRW based on its experience and cost-effectiveness. The firm not only has existing knowledge of DCE but also experience in preparing IRPs for DCE, as well as the expertise and proven experience necessary to prepare the IRP with complex modeling.

Staff is now recommending that the Board authorize the Executive Director to finalize a contract with MRW. This recommended action would also allow the Executive Director and/or Legal Counsel to make clarifying changes prior to execution.

The IRP is due to the CPUC no later than November 1, 2025. The IRP will be presented to the Board prior to the deadline for review, input, and approval. The 2025 IRP to be prepared through the proposed contract will address how DCE will meet the statewide targets by managing its portfolio of energy and capacity resources.

<u>Fiscal Analysis</u>: DCE staff is recommending a contract with MRW for a not to exceed amount of \$51,890 through June 30, 2027.

DCE staff time allocated for working with MRW in preparing the IRP is included in the approved budget. Input from TEA on the IRP to ensure consistency between its procurement on DCE's behalf and DCE's IRP obligations is also covered under TEA's existing contract and budget allocations.

Attachment:

1. Agreement with MRW

DESERT COMMUNITY ENERGY PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into on June 16, 2025, by and between DESERT COMMUNITY ENERGY, a California joint powers authority ("DCE") and MRW & ASSOCIATES, LLC, a California limited liability company ("Consultant"). DCE and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

- A. Consultant desires to perform and assume responsibility for the provision of certain professional services required by DCE in relation to its 2025 Integrated Resource Plan ("IRP") as required by the California Public Utilities Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing technical services for DCE's community choice energy program related to the IRP, is licensed in the State of California, and is familiar with the plans of DCE.
- B. DCE desires to engage Consultant to render such professional services for the implementation of DCE's community choice energy program in relation to the IRP ("**Project**") as set forth in this Agreement.

AGREEMENT

1. Scope of Services and Term.

- 1.1 <u>General Scope of Services</u>. Consultant promises and agrees to furnish to DCE all labor and services and incidental and customary work necessary to fully and adequately supply DCE the services necessary for the Project ("Services"). The Services are more particularly described in <u>Exhibit A</u> attached hereto, and which are stated in the proposal to DCE. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations.
- 1.2 <u>Term.</u> The term of this Agreement shall be from **July 1, 2025 to June 30, 2027**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

2. Responsibilities of Consultant.

2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. DCE retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of DCE and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all

wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

- 2.2 <u>Schedule of Services</u>. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services, which is stated in the proposal to DCE and set forth in <u>Exhibit B</u> attached hereto. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, DCE shall respond to Consultant's submittals in a timely manner. Upon request of DCE, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 2.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Consultant shall be subject to the approval of DCE.
- 2.4 <u>Substitution of Key Personnel</u>. Consultant has represented to DCE that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of DCE. In the event that DCE and Consultant cannot agree as to the substitution of key personnel, DCE shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to DCE, or who are determined by DCE to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of DCE. The key personnel for performance of this Agreement are as follows:

Staff Member	<u>Title</u>	Project Role
Mary Neal	Senior Project Manager	Project Lead

- 2.5 <u>DCE's Representative</u>. DCE hereby designates the Executive Officer, or designee, to act as its representative for the performance of this Agreement ("**DCE's Representative**"). DCE's Representative shall have the authority to act on behalf of DCE for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than DCE's Representative, or designee.
- 2.6 <u>Consultant's Representative</u>. Consultant hereby designates Mary Neal, or her designee, to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

Contract No. DCE-25-005 Project: 2025 Integrated Resource Plan

- 2.7 <u>Coordination of Services</u>. Consultant agrees to work closely with DCE staff in the performance of Services and shall be available to DCE's staff, consultants and other staff at all reasonable times.
- Standard of Care; Performance of Employees. Consultant shall perform all Services 2.8 under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from DCE, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subcontractors who is determined by DCE to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to DCE, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 2.9 <u>Laws and Regulations</u>. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to DCE, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold DCE, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

2.10 Insurance.

- 2.10.1 <u>Time for Compliance</u>. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to DCE that it has secured all insurance required under this section, in a form and with insurance companies acceptable to DCE. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to DCE that the subcontractor has secured all insurance required under this section.
- 2.10.2 <u>Minimum Requirements</u>. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant

shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (B) <u>Minimum Limits of Insurance</u>. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence, \$2,000,000 for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability Coverage of at least \$1,000,000 per accident for bodily injury or disease.
- 2.10.3 <u>Professional Liability</u>. Consultant shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim and in the aggregate. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.
- 2.10.4 <u>Insurance Endorsements</u>. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by DCE to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

- (ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.
- (iii) The policy shall give DCE, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- (iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from DCE's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.
- (B) <u>Automobile Liability</u>. The automobile liability policy shall be endorsed to state that: (1) DCE, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects DCE, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by DCE, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

- (i) Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing work under this Agreement.
- (ii) The insurer shall agree to waive all rights of subrogation against DCE, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (D) <u>All Coverages</u>. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to DCE, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

- (i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of DCE (if agreed to in a written contract or agreement) before DCE's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).
- (ii) Consultant shall provide DCE at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to DCE at least ten (10) days prior to the effective date of cancellation or expiration.
- (iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
- (iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by DCE, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, DCE has the right but not the duty to obtain the insurance it deems necessary and any premium paid by DCE will be promptly reimbursed by Consultant or DCE will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, DCE may cancel this Agreement. DCE may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (vi) Neither DCE nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.
- 2.10.5 <u>Separation of Insureds; No Special Limitations</u>. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance

shall not contain any special limitations on the scope of protection afforded to DCE, its directors, officials, officers, employees, agents and volunteers.

- 2.10.6 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by DCE. Consultant shall guarantee that, at the option of DCE, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DCE, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- 2.10.7 <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to DCE.
- 2.10.8 <u>Verification of Coverage</u>. Consultant shall furnish DCE with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DCE. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by DCE if requested. All certificates and endorsements must be received and approved by DCE before work commences. DCE reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2.10.9 <u>Subcontractor Insurance Requirements</u>. Consultant shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to DCE that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name DCE as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, DCE may approve different scopes or minimum limits of insurance for particular subcontractors.
- 2.10.10 <u>Safety</u>. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3. Fees and Payments.

3.1 <u>Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit C,

Contract No. DCE-25-005
Project: 2025 Integrated Resource Plan

attached hereto. The total compensation shall not exceed \$51,890 without written approval of DCE's Board of Directors. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

- 3.2 <u>Payment of Compensation</u>. Consultant shall submit to DCE a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. DCE shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.
- 3.3 <u>Reimbursement for Expenses</u>. Consultant shall not be reimbursed for any expenses unless authorized in writing by DCE.
- 3.4 <u>Extra Work</u>. At any time during the term of this Agreement, DCE may request that Consultant perform Extra Work. As used herein, "**Extra Work**" means any work which is determined by DCE to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from DCE's Representative.
- 4. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of DCE during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

5. General Provisions.

5.1 Termination of Agreement.

- 5.1.1 Grounds for Termination. DCE may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to DCE, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.
- 5.1.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, DCE may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

Contract No. DCE-25-005 Project: 2025 Integrated Resource Plan

- 5.1.3 <u>Additional Services</u>. In the event this Agreement is terminated in whole or in part as provided herein, DCE may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.
- 5.2 <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: MRW & Associates, LLC

1736 Franklin Street, Suite 700

Oakland, CA 94612 Attention: Mary Neal

DCE: Desert Community Energy

74-199 El Paseo Drive, Suite 100

Palm Desert, CA 92260

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

5.3 Ownership of Materials and Confidentiality.

- 5.3.1 <u>Documents & Data; Licensing of Intellectual Property.</u> This Agreement creates a non-exclusive and perpetual license for DCE to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that DCE is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by DCE. DCE shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at DCE's sole risk.
- 5.3.2 <u>Intellectual Property</u>. In addition, DCE shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("**Intellectual Property**") prepared or developed by or

on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

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

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

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

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

- 5.3.3 <u>Confidentiality</u>. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of DCE, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use DCE's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DCE.
- 5.3.4 <u>Infringement Indemnification</u>. Consultant shall defend, indemnify and hold DCE, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by DCE of the Documents & Data, including any method, process, product, or concept specified or depicted.

- 5.4 <u>Cooperation; Further Acts.</u> The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 5.5 <u>Attorney's Fees</u>. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.
- 5.6 <u>Indemnification</u>. To the fullest extent permitted by law, Consultant shall defend (with counsel of DCE's choosing), indemnify and hold DCE, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against DCE, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against DCE or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse DCE and its directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, DCE, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.
- 5.7 <u>Entire Agreement</u>. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 5.8 <u>Governing Law.</u> This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County, California.
- 5.9 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.
- 5.10 <u>DCE's Right to Employ Other Consultants</u>. DCE reserves right to employ other consultants in connection with this Project.
- 5.11 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the Parties.

- 5.12 <u>Assignment or Transfer</u>. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of DCE. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 5.13 <u>Construction; References; Captions</u>. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to DCE include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 5.14 <u>Amendment; Modification</u>. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 5.15 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.16 <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 5.17 <u>Invalidity; Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DCE shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DCE, during the term of his or her service with DCE, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 5.19 <u>Equal Opportunity Employment and Subcontracting</u>. Consultant represents that it is an equal opportunity employer and it shall not discriminate on the basis of race, gender, gender

Contract No. DCE-25-005 Project: 2025 Integrated Resource Plan

expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of applicants, employees, subcontractors, vendors, or suppliers. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Further, Consultant shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

- 5.20 <u>Labor Certification</u>. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation, or to undertake self- insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 5.21 <u>Authority to Enter Agreement</u>. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 5.22 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 5.23 This Agreement shall be executed with the use of electronic or digital signatures in order to be in effect.
- 5.24 <u>Subcontracting</u>. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of DCE. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Contract No. DCE-25-005 Project: 2025 Integrated Resource Plan

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

DESERT COMMUNITY ENERGY	CONSULTANT	
By:	By : Mark Fulmer, Principal	
APPROVED AS TO FORM:		
Ryan Baron, General Counsel		

EXHIBIT A

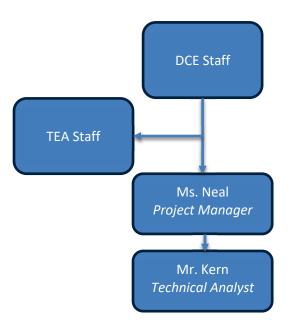
SCOPE OF SERVICES

See following pages.



C. Project Organization

A project organization chart is provided below. As in the past, Ms. Neal expects to communicate directly with DCE and The Energy Authority (TEA) personnel to gather the requisite data to complete this project.



3. Work Plan

MRW will approach the work similar to the previous IRP cycle, which resulted in a CPUC-approved IRP plan. That approach is consistent with the scope of work discussed in the RFQ. Each task and deliverable from the RFQ is discussed briefly below. In all cases, Ms. Neal will be responsible for the quality control of all deliverables, as well as adherence to the budget and schedule. As discussed above, Mr. Kern's primary role is expected to be in performing Excel modeling, including the requisite IRP Excel templates. Ms. Neal and Mr. Kern will work collaboratively to independently verify the accuracy of the work product. Throughout the project, MRW key staff will hold conference calls with designated DCE and TEA staff about the project to ensure the work is completed in a timely manner. MRW will also submit monthly progress reports with invoices as directed in the RFQ. MRW will also work with DCE and TEA on the interim deliverable schedule to ensure that TEA and DCE have adequate time to review the work ahead of all CPUC filing deadlines.

MRW has prepared a preliminary project schedule shown on the following page. The final schedule will depend on the CPUC issuing IRP templates and instructions in a timely manner. Guidance was due May 1, 2025 but as of the writing of this document has not been received. MRW will work with TEA and DCE staff to finalize the schedule at the project kick-off meeting.

Task 1: Resource Plan Development

A central goal of the IRP is to determine which resources and resource types will be included in DCE's conforming IRP portfolios. MRW will begin with DCE's existing resource portfolio of executed contracts and assess the portfolio for gaps relative to relevant resource planning standards and goals, including the following from the RFQ:

- Goals set by the IRP Proceeding, including cost minimization and support for disadvantaged communities. (The approved preferred system plan serves as a relevant benchmark for these goals; MRW will also work with the latest CalEnviroScreen tool to identify disadvantaged communities.)
- Compliance with all CPUC requirements, including limits on greenhouse gas (GHG) emissions.
- Compliance with past CPUC midterm reliability (MTR) procurement orders.
- Meeting DCE planning goals as approved by its Board, including resources local to DCE's service territory in Riverside County.
- Contribution to resource adequacy and renewable portfolio standard requirements.
- Tailoring to customer product preferences (i.e., enrollment in Desert Saver versus Carbon Free products).

One specific challenge in this IRP cycle will be determining the resources to meet MTR requirements in the wake of the cancellation of DCE's Deer Creek Solar contract. Currently, DCE is pursuing bridge contracts to meet certain MTR tranches and may use its Desert Sands project to replace some of the canceled capacity. DCE has also engaged with compliance swaps with University of California, an ESP, to help meet its Diablo Canyon Replacement tranche. Procurement remains ongoing, and MRW will work to collect the necessary data on recent procurement activities that will inform decision-making on MTR compliance. After all relevant data is gathered, MRW will develop a matrix of resource options to fill the gaps in all requirements and discuss them with DCE and TEA staff. In the past IRP, DCE assumed procurement of a solar plus storage resource, similar to Deer Creek. With no procurement of replacement solar plus storage resources as yet, DCE may wish to consider a different mix of resources to meet clean energy requirements than used in past IRPs.

Another uncertainty is the ongoing development of the Reliable and Clean Power Procurement Program (RCPPP). Staff released its long-awaited RCPPP proposal on April 29, 2025, and it is currently being reviewed by stakeholders. It is not yet known how or if the RCPPP proposal will impact IRP planning requirements, but MRW is very familiar with the Staff proposal. Ms. Neal will be commenting on the proposal on behalf of AReM. Thus, MRW is well-positioned to assist DCE with all RCPPP planning compliance.

Together, consensus will be reached on an appropriate conforming portfolio at the level of specificity necessary to fill out all the required templates from the CPUC.

Relevant Deliverables for Task 1

- 1. Kick-off Meeting: MRW will meet with TEA and DCE and communicate all data needs and refine the scope and schedule of the project.
- 2. Data Review and Matrix of Resource Options: MRW to review all relevant load and resource data and present resource options to meet all IRP requirements.
- 3. Monitoring IRP Proceedings: MRW will attend all relevant meetings with CPUC IRP Staff to understand all the IRP requirements. This will be an ongoing task throughout the project. To the extent MRW is performing IRP work for multiple load-serving entities (LSEs), MRW will split the time billed for this task among multiple clients.

Task 2: Data Templates

Once the conforming portfolio is known, MRW will fill in all the relevant data in all IRP templates. In the past this included two templates: 1) the Clean System Power calculator and 2) the Resource Data Template. MRW's understanding is the templates will be similar for the next IRP cycle but will attend all meetings with CPUC Staff to understand all template changes and requirements. One special challenge will be version control, as the CPUC Staff tends to issue multiple versions of these templates to correct errors and may issue corrections close to the filing deadline. MRW staff will coordinate with DCE on any schedule changes and contingency plans necessary to accommodate last-minute updates.

Task 3: Narrative Document

As in the past, MRW will take a lead role in drafting the IRP narrative document using the approved narrative template from the CPUC. To the extent possible, MRW will work on the narrative in parallel with Task 1: Resource Plan Development. However, much of the document involves descriptions of the conforming portfolio and thus will be completed after Task 1. Developing the narrative will also require coordination with DCE and TEA on recent procurement activities, procurement plans, and updates to customer program offerings.

Once all templates are completed and receive Board approval, MRW will work with DCE staff to prepare the final filing before the CPUC.

Relevant Deliverables for Tasks 2 & 3

- 1. Draft of IRP for Review: MRW will prepare an initial draft of the IRP for review by TEA and DCE in advance of the Board review deadline.
- 2. Working IRP for Planning: This will serve as a "working IRP" to guide DCE procurement. It will incorporate feedback from DCE and TEA on the Draft IRP.
- 3. Draft IRP for CPUC Submission: This will be the formal IRP approved by the DCE Board and submitted to the CPUC for approval.
- 4. Monitoring IRP Proceedings: MRW will attend all relevant meetings with CPUC IRP Staff to understand all the IRP requirements and any template revisions. This will be an ongoing task throughout the project. To the extent MRW is performing IRP work for multiple LSEs, MRW will split the time billed for this task among multiple clients.

Task 4: Plan Compliance Support

After the IRP is filed, the CPUC staff may issue data requests for further information or request updates to the templates to correct any data entry errors. Later, when the preferred system plan is approved, the CPUC will also issue a decision as to whether the IRP is compliant with all requirements. MRW will provide necessary support to DCE to complete necessary data requests and bring the IRP to compliance, if required.

Relevant Deliverables for Task 4

1. TBD by the CPUC

Task 5: As Needed Support

MRW will also make key Staff available on an as-needed basis. This may include support in answering DCE Board questions, presenting IRP materials to the Board, and assisting with procurement compliance filings. Currently, MRW supports DCE with IRP procurement filings due each December and June, including updating the resource data template for any procurement changes.

Relevant Deliverables for Task 5

1. TBD as needed

4. Proposed Fees

MRW provides the following table showing a quote for hours and billing rates by all personnel. The quote is informed by MRW's past work for DCE preparing IRPs and assumes work will be similar for this engagement.

	Mary	Ben	
	Neal	Kern	
	\$350	\$170	
Task	Hours	Hours	Budget
Task 1: Resource Plan Development	25	11	\$10,620
Kick-Off Meeting	1	1	\$520
Additional Biweekly Meetings	2	2	\$1,040
Data Review and Resource Matrix	20	8	\$8,360
Monitoring of IRP Proceedings at the			
CPUC	2	0	\$700
Task 2: Data Templates	24	24	\$12,480
Additional Biweekly Meetings	4	4	\$2,080
Monitoring of IRP Proceedings at the			
CPUC	2	0	\$700
Draft of IRP for Review	10	12	\$5,540
Working IRP for Planning	4	4	\$2,080
Draft IRP for CPUC Submission	4	4	\$2,080

EXHIBIT B

PRELIMINARY PROJECT SCHEDULE

See following page.



PRELIMINARY PROJECT SCHEDULE

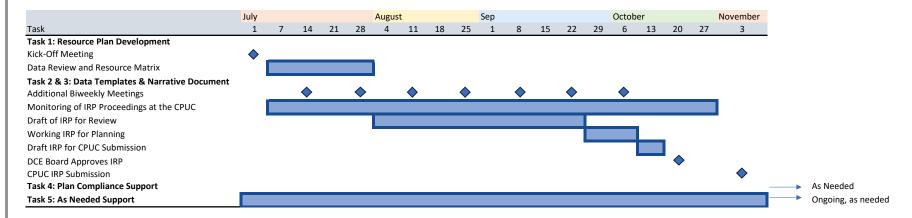


EXHIBIT C

FEES

See following pages.



Task 4: Plan Compliance Support

After the IRP is filed, the CPUC staff may issue data requests for further information or request updates to the templates to correct any data entry errors. Later, when the preferred system plan is approved, the CPUC will also issue a decision as to whether the IRP is compliant with all requirements. MRW will provide necessary support to DCE to complete necessary data requests and bring the IRP to compliance, if required.

Relevant Deliverables for Task 4

1. TBD by the CPUC

Task 5: As Needed Support

MRW will also make key Staff available on an as-needed basis. This may include support in answering DCE Board questions, presenting IRP materials to the Board, and assisting with procurement compliance filings. Currently, MRW supports DCE with IRP procurement filings due each December and June, including updating the resource data template for any procurement changes.

Relevant Deliverables for Task 5

1. TBD as needed

4. Proposed Fees

MRW provides the following table showing a quote for hours and billing rates by all personnel. The quote is informed by MRW's past work for DCE preparing IRPs and assumes work will be similar for this engagement.

	Mary	Ben	
	Neal	Kern	
	\$350	\$170	
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Kick-Off Meeting	1	1	\$520
Additional Biweekly Meetings	2	2	\$1,040
Data Review and Resource Matrix	20	8	\$8,360
Monitoring of IRP Proceedings at the			
CPUC	2	0	\$700
Task 2: Data Templates	24	24	\$12,480
Additional Biweekly Meetings	4	4	\$2,080
Monitoring of IRP Proceedings at the			
CPUC	2	0	\$700
Draft of IRP for Review	10	12	\$5,540
Working IRP for Planning	4	4	\$2,080
Draft IRP for CPUC Submission	4	4	\$2,080

	Mary	Ben	
	Neal	Kern	
	\$350	\$170	
Task	Hours	Hours	Budget
Task 3: Narrative Document	56	8	\$20,960
Draft of IRP for Review	40	4	\$14,680
Working IRP for Planning	8	2	\$3,140
Draft IRP for CPUC Submission	8	2	\$3,140
Task 4: Plan Compliance Support	8	4	\$3,480
Task 5: As Needed Support	10	5	\$4,350
TOTAL ALL TASKS	123	52	\$51,890

5. Conclusion

MRW thanks Desert Community Energy for this exciting opportunity. If you have any further questions, please contact us at the email or phone numbers below. For any questions about the technical proposal or the approach to the work, please contact Ms. Neal. For any questions about executing the services agreement, please contact Mr. Fulmer.

Sincerely,

Mark Fulmer

Principal MRW & Associates, LLC 510-834-1999, ext. 240 mef@mrwassoc.com

Mark Fulme

Mary Neal

Senior Project Manager MRW & Associates, LLC 510-834-1999, ext. 225 mnn@mrwassoc.com

Mary Neal

1736 FRANKLIN ST. FLOOR 7 OAKLAND, CALIFORNIA 94612



TEL 510.834.1999 FAX 510.834.0918 mrw@mrwassoc.com

May 9, 2025

Lisa McNeilly Director of Energy and Sustainability Desert Community Energy 74-199 El Paseo Suite 100 Palm Desert, CA 92260

Subject: Response to Request for Quotes for Integrated Resource Plan Services

Dear Ms. McNeilly:

MRW & Associates LLC (MRW) is excited by the opportunity to continue its support of Desert Community Energy's (DCE's) Integrated Resource Plan (IRP) filings. MRW staff have enjoyed working with DCE in the past three IRP cycles and are well positioned to continue this relationship.

A full summary of MRW's qualifications, approach to the work, and proposed fees can be found in the attached Proposal. The Proposal is informed by the work MRW performed in past IRP cycles in which the California Public Utilities Commission approved DCE's IRPs. The RFQ Addendum was received and signed as instructed.

For any questions about the technical proposal or the approach to the work, please contact Mary Neal. For any questions about executing the services agreement, please contact Mark Fulmer. Our contact information is provided below.

Sincerely,

Mark Fulmer, Principal 1736 Franklin St. Floor 7 Oakland, CA 94612

Mark Fulme

510-834-1999, ext. 240 mef@mrwassoc.com

Mary Neal, Senior Project Manager 1736 Franklin St. Floor 7 Oakland, CA 94612 510-834-1999, ext. 225 mnn@mrwassoc.com

Mary Neal

MRW & Associates, LLC

Proposal for Integrated Resource Plan Services

Submitted to **Desert Community Energy**



MRW & Associates, LLC 1736 Franklin Street, Suite 700 Oakland, CA 94612 Tel: (510) 834-1999

Contact: Mark Fulmer

510-834-1999, ext. 240 **mef@mrwassoc.com**

Mary Neal

510-834-1999, ext. 225 **mnn@mrwassoc.com**

1. Table of Contents

1. Qualifications, Related Experience and References	4
A. Introduction to MRW & Associates, LLC	
B. Related Experience	
C. References	
2. Proposed Staffing and Project Organization	6
A. Key Personnel	
B. Key Personnel Bios	6
C. Project Organization	7
3. Work Plan	7
4. Proposed Fees	11
5. Conclusion	12
Appendix A: Recent and Relevant Projects	13
Appendix B: Resumes	14
Appendix C: Changes to Professional Services Agreement	21
Appendix D: Signed Addendum	22

MRW & Associates (MRW) offers this proposal in response to Desert Community Energy's (DCE's) request for quotes (RFQ) for a consultant to support Integrated Resource Plan (IRP) services. MRW has supported DCE's past three IRP filings and is well positioned to continue this relationship.

1. Qualifications, Related Experience and References

A. Introduction to MRW & Associates, LLC

Established in Oakland, California, in 1986, MRW & Associates, LLC has built a solid reputation for delivering local insights on power and fuel markets in the western United States and successful intervention in legislative and regulatory proceedings on clients' behalf. The company maintains a strong focus on California markets and regulatory structures. MRW's team of professionals includes specialists in renewable energy, power market modeling, financial analysis, regulatory processes, utility rate design, legislative analysis, commodity procurement, energy use analysis, contract negotiations, transmission planning and pricing, and strategic planning. MRW, a group of two partners supported by three employees, is a limited liability corporation with a central office in Oakland, California, and one partner operating remotely from Portland, Oregon.

MRW & Associates, LLC, just celebrated its 39th anniversary and is in sound financial health. MRW has never declared bankruptcy, has no pending litigation, has no planned office closures nor intent to merge with another firm. Overall, there are no circumstances that would impede our ability to complete the project.

B. Related Experience

MRW has decades of experience in resource planning. This includes supporting IRP development in California as well as reviewing utility IRPs in other states. Personnel have also worked in regulatory proceedings evaluating applications for construction of new generation resources as well as resource acquisitions. They have also assisted with pro forma financial modeling of new renewable resources supplying onsite power for large consumers.

Regulatory support in California Public Utilities Commission (CPUC) proceedings is a core competency of MRW. MRW actively monitors most CPUC dockets related to energy policy and electric rates. It actively comments on resource planning matters on behalf of the Alliance for Retail Energy Markets (AReM), a group of major electric service providers (ESPs), in the IRP and resource adequacy (RA) dockets. MRW personnel have also supplied testimony in front of the CPUC in numerous rate proceedings on behalf of consumer advocates, trade groups, and community choice aggregators (CCAs).

Ms. Mary Neal, Senior Project Manager at MRW, as discussed in more detail in Section 3 below, has supported DCE's past three IRP filings, and MRW proposes she continue as Project Manager for this engagement. She has extensive knowledge of IRP requirements in California, supporting multiple IRP filings by CCAs and ESPs in each of the past three IRP cycles. She works directly with CCA and ESP clients to understand and address each aspect of the CPUC's IRP requirements in order to develop compliant IRP filings on their behalf. This includes developing a clear understanding of greenhouse gas emissions, local criteria pollutants, disadvantaged communities, and RA requirements, among other considerations. She also frequently supplies comments in the IRP and RA proceedings on behalf of AReM. Prior to her role at MRW, she performed resource planning work in multiple states and Canadian provinces. A list of Ms. Neal's testimony before the CPUC and in other jurisdictions is supplied with her resumé in Appendix B.

C. References

Monica Padilla Chief Executive Officer Silicon Valley Clean Energy 333 W. El Camino Real #330 Sunnyvale, CA 94087 (844) 474-7823 monica.padilla@svcleanenergy.org

Ms. Neal assisted Silicon Valley Clean Energy (SVCE) with preparing IRP filings in the past two IRP cycles. In the most recent cycle, she provided support with the following tasks:

- Completing the resource data template.
- Quality control reviews of conforming resource portfolios.
- Reliability calculations, including cost allocation mechanism (CAM) resource allocations.

Her role in the 2020 IRP cycle was more extensive, including a lead role in completing the narrative document, and technical expertise in developing conforming portfolios.

Greg Bass
Calpine Energy Solutions
Director, Western Regulatory and Legislative Affairs
401 West A Street
Suite 500
San Diego, CA 92101
(619) 684-8199
Greg.Bass@calpinesolutions.com

MRW worked with Calpine Energy Solutions, an ESP, with all three of its IRP filings before the CPUC. Our analytical support has varied over the years, but has included the following:

- Technical support to ensure portfolios meet the assigned greenhouse gas emissions target, procurement requirements, and reliability requirements.
- Analyzing how conforming portfolios compare to the reference system plan or preferred system plan.
- Filling in all required data for the resource data template and clean system power calculator.
- Drafting sections of the IRP narrative document.
- Ensuring the filing met all IRP requirements.

2. Proposed Staffing and Project Organization

A. Key Personnel

As with past engagements with DCE, Ms. Mary Neal, Senior Project Manager at MRW, will serve as Project Manager. She will be responsible for completing the majority of the work for this assignment, ensuring quality control, and meeting all relevant deadlines. She is located in Oakland, California and is currently assigned as the lead for AReM on IRP and RA-related filings before the CPUC. Her assignment with AReM is expected to continue for the length of the engagement with DCE, but she will have the necessary availability to support the DCE engagement, including providing the estimated hours of work provided in the Fee Proposal. She has been with MRW since 2018.

Ms. Neal will be assisted by Benjamin Kern, Technical Analyst at MRW. As a Technical Analyst, Mr. Kern plays a supporting role in numerous projects at MRW, providing necessary analytical support. With skills in Excel modeling, Mr. Kern can support DCE in filling in the Excel-based IRP templates, overseen by Ms. Neal. Though Mr. Kern is expected to be working on multiple projects during the course of MRW's engagement with DCE, he will have the necessary availability to support the DCE engagement, including providing the estimated hours of work provided in the Fee Proposal. Also located in Oakland, California, Mr. Kern has been with MRW since 2022.

Although not expected to provide technical support to the project, work will be overseen by Mark Fulmer, Principal and President of MRW. Any questions regarding contracting with MRW should be directed to his attention.

Brief bios for key staff are provided below and resumés are provided in Appendix B. Key personnel will be available to the extent proposed for the duration of the Project, and no person shall be removed or replaced without the prior written consent of DCE.

B. Key Personnel Bios

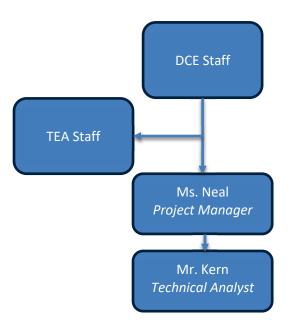
Mary Neal is a Senior Project Manager at MRW & Associates, LLC with over fifteen years of experience in energy consulting. She advises electric and natural gas industry clients on a wide array of regulatory, policy, and capital planning issues. She has extensive resource planning experience, including preparing IRPs on behalf of CCAs and ESPs in California. She prepares utility cost allocation, revenue requirement, and rate design models and testifies in regulatory proceedings across the U.S. and Canada. She also has extensive experience modeling wholesale power markets for price forecasting and asset valuation. Prior to her consulting role, Ms. Neal was a combustion engineer for Solar Turbines, Inc.

Ms. Neal holds a B.S. in Mechanical Engineering from UC Davis and a M.A. in Energy and Environmental Analysis from Boston University.

Benjamin Kern is a Technical Analyst at MRW. Mr. Kern supports MRW in rate forecasting, data analysis, and regulatory analysis. Mr. Kern holds a bachelor's degree in economics and data analytics from the University of California, Berkeley.

C. Project Organization

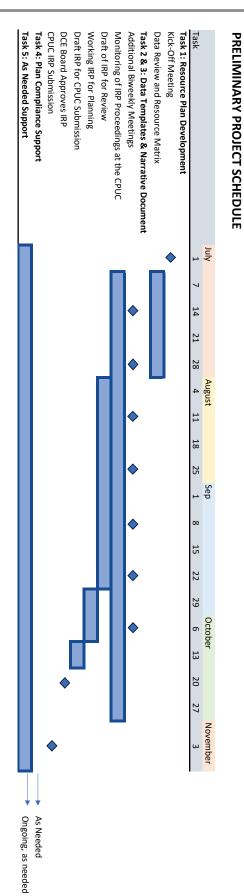
A project organization chart is provided below. As in the past, Ms. Neal expects to communicate directly with DCE and The Energy Authority (TEA) personnel to gather the requisite data to complete this project.



3. Work Plan

MRW will approach the work similar to the previous IRP cycle, which resulted in a CPUC-approved IRP plan. That approach is consistent with the scope of work discussed in the RFQ. Each task and deliverable from the RFQ is discussed briefly below. In all cases, Ms. Neal will be responsible for the quality control of all deliverables, as well as adherence to the budget and schedule. As discussed above, Mr. Kern's primary role is expected to be in performing Excel modeling, including the requisite IRP Excel templates. Ms. Neal and Mr. Kern will work collaboratively to independently verify the accuracy of the work product. Throughout the project, MRW key staff will hold conference calls with designated DCE and TEA staff about the project to ensure the work is completed in a timely manner. MRW will also submit monthly progress reports with invoices as directed in the RFQ. MRW will also work with DCE and TEA on the interim deliverable schedule to ensure that TEA and DCE have adequate time to review the work ahead of all CPUC filing deadlines.

MRW has prepared a preliminary project schedule shown on the following page. The final schedule will depend on the CPUC issuing IRP templates and instructions in a timely manner. Guidance was due May 1, 2025 but as of the writing of this document has not been received. MRW will work with TEA and DCE staff to finalize the schedule at the project kick-off meeting.



Task 1: Resource Plan Development

A central goal of the IRP is to determine which resources and resource types will be included in DCE's conforming IRP portfolios. MRW will begin with DCE's existing resource portfolio of executed contracts and assess the portfolio for gaps relative to relevant resource planning standards and goals, including the following from the RFQ:

- Goals set by the IRP Proceeding, including cost minimization and support for disadvantaged communities. (The approved preferred system plan serves as a relevant benchmark for these goals; MRW will also work with the latest CalEnviroScreen tool to identify disadvantaged communities.)
- Compliance with all CPUC requirements, including limits on greenhouse gas (GHG) emissions.
- Compliance with past CPUC midterm reliability (MTR) procurement orders.
- Meeting DCE planning goals as approved by its Board, including resources local to DCE's service territory in Riverside County.
- Contribution to resource adequacy and renewable portfolio standard requirements.
- Tailoring to customer product preferences (i.e., enrollment in Desert Saver versus Carbon Free products).

One specific challenge in this IRP cycle will be determining the resources to meet MTR requirements in the wake of the cancellation of DCE's Deer Creek Solar contract. Currently, DCE is pursuing bridge contracts to meet certain MTR tranches and may use its Desert Sands project to replace some of the canceled capacity. DCE has also engaged with compliance swaps with University of California, an ESP, to help meet its Diablo Canyon Replacement tranche. Procurement remains ongoing, and MRW will work to collect the necessary data on recent procurement activities that will inform decision-making on MTR compliance. After all relevant data is gathered, MRW will develop a matrix of resource options to fill the gaps in all requirements and discuss them with DCE and TEA staff. In the past IRP, DCE assumed procurement of a solar plus storage resource, similar to Deer Creek. With no procurement of replacement solar plus storage resources as yet, DCE may wish to consider a different mix of resources to meet clean energy requirements than used in past IRPs.

Another uncertainty is the ongoing development of the Reliable and Clean Power Procurement Program (RCPPP). Staff released its long-awaited RCPPP proposal on April 29, 2025, and it is currently being reviewed by stakeholders. It is not yet known how or if the RCPPP proposal will impact IRP planning requirements, but MRW is very familiar with the Staff proposal. Ms. Neal will be commenting on the proposal on behalf of AReM. Thus, MRW is well-positioned to assist DCE with all RCPPP planning compliance.

Together, consensus will be reached on an appropriate conforming portfolio at the level of specificity necessary to fill out all the required templates from the CPUC.

Relevant Deliverables for Task 1

- 1. Kick-off Meeting: MRW will meet with TEA and DCE and communicate all data needs and refine the scope and schedule of the project.
- 2. Data Review and Matrix of Resource Options: MRW to review all relevant load and resource data and present resource options to meet all IRP requirements.
- 3. Monitoring IRP Proceedings: MRW will attend all relevant meetings with CPUC IRP Staff to understand all the IRP requirements. This will be an ongoing task throughout the project. To the extent MRW is performing IRP work for multiple load-serving entities (LSEs), MRW will split the time billed for this task among multiple clients.

Task 2: Data Templates

Once the conforming portfolio is known, MRW will fill in all the relevant data in all IRP templates. In the past this included two templates: 1) the Clean System Power calculator and 2) the Resource Data Template. MRW's understanding is the templates will be similar for the next IRP cycle but will attend all meetings with CPUC Staff to understand all template changes and requirements. One special challenge will be version control, as the CPUC Staff tends to issue multiple versions of these templates to correct errors and may issue corrections close to the filing deadline. MRW staff will coordinate with DCE on any schedule changes and contingency plans necessary to accommodate last-minute updates.

Task 3: Narrative Document

As in the past, MRW will take a lead role in drafting the IRP narrative document using the approved narrative template from the CPUC. To the extent possible, MRW will work on the narrative in parallel with Task 1: Resource Plan Development. However, much of the document involves descriptions of the conforming portfolio and thus will be completed after Task 1. Developing the narrative will also require coordination with DCE and TEA on recent procurement activities, procurement plans, and updates to customer program offerings.

Once all templates are completed and receive Board approval, MRW will work with DCE staff to prepare the final filing before the CPUC.

Relevant Deliverables for Tasks 2 & 3

- 1. Draft of IRP for Review: MRW will prepare an initial draft of the IRP for review by TEA and DCE in advance of the Board review deadline.
- 2. Working IRP for Planning: This will serve as a "working IRP" to guide DCE procurement. It will incorporate feedback from DCE and TEA on the Draft IRP.
- 3. Draft IRP for CPUC Submission: This will be the formal IRP approved by the DCE Board and submitted to the CPUC for approval.
- 4. Monitoring IRP Proceedings: MRW will attend all relevant meetings with CPUC IRP Staff to understand all the IRP requirements and any template revisions. This will be an ongoing task throughout the project. To the extent MRW is performing IRP work for multiple LSEs, MRW will split the time billed for this task among multiple clients.

Task 4: Plan Compliance Support

After the IRP is filed, the CPUC staff may issue data requests for further information or request updates to the templates to correct any data entry errors. Later, when the preferred system plan is approved, the CPUC will also issue a decision as to whether the IRP is compliant with all requirements. MRW will provide necessary support to DCE to complete necessary data requests and bring the IRP to compliance, if required.

Relevant Deliverables for Task 4

1. TBD by the CPUC

Task 5: As Needed Support

MRW will also make key Staff available on an as-needed basis. This may include support in answering DCE Board questions, presenting IRP materials to the Board, and assisting with procurement compliance filings. Currently, MRW supports DCE with IRP procurement filings due each December and June, including updating the resource data template for any procurement changes.

Relevant Deliverables for Task 5

1. TBD as needed

4. Proposed Fees

MRW provides the following table showing a quote for hours and billing rates by all personnel. The quote is informed by MRW's past work for DCE preparing IRPs and assumes work will be similar for this engagement.

	Mary	Ben	
	Neal	Kern	
	\$350	\$170	
Task	Hours	Hours	Budget
Task 1: Resource Plan Development	25	11	\$10,620
Kick-Off Meeting	1	1	\$520
Additional Biweekly Meetings	2	2	\$1,040
Data Review and Resource Matrix	20	8	\$8,360
Monitoring of IRP Proceedings at the			
CPUC	2	0	\$700
Task 2: Data Templates	24	24	\$12,480
Additional Biweekly Meetings	4	4	\$2,080
Monitoring of IRP Proceedings at the			
CPUC	2	0	\$700
Draft of IRP for Review	10	12	\$5,540
Working IRP for Planning	4	4	\$2,080
Draft IRP for CPUC Submission	4	4	\$2,080

	Mary	Ben	
	Neal	Kern	
	\$350	\$170	
Task	Hours	Hours	Budget
Task 3: Narrative Document	56	8	\$20,960
Draft of IRP for Review	40	4	\$14,680
Working IRP for Planning	8	2	\$3,140
Draft IRP for CPUC Submission	8	2	\$3,140
Task 4: Plan Compliance Support	8	4	\$3,480
Task 5: As Needed Support	10	5	\$4,350
TOTAL ALL TASKS	123	52	\$51,890

5. Conclusion

MRW thanks Desert Community Energy for this exciting opportunity. If you have any further questions, please contact us at the email or phone numbers below. For any questions about the technical proposal or the approach to the work, please contact Ms. Neal. For any questions about executing the services agreement, please contact Mr. Fulmer.

Sincerely,

Mark Fulmer

Principal MRW & Associates, LLC 510-834-1999, ext. 240 mef@mrwassoc.com

Mark Fulme

Mary Neal

Senior Project Manager MRW & Associates, LLC 510-834-1999, ext. 225 mnn@mrwassoc.com

Mary Neal

Appendix A: Recent and Relevant Projects

The best example of a recent project deliverable is DCE's 2022 IRP. Ms. Neal played a lead role in drafting this document, which has now been approved by the CPUC. It is available from DCE's website at the link below.

 $\underline{https://desertcommunityenergy.org/wp\text{-}content/uploads/2022/11/DCE_v1\text{-}DCEs\text{-}IRP\text{-}Narrative-}\underline{Public\text{-}Version.pdf}}$

Appendix B: Resumes

MARY NEAL

PROFESSIONAL EXPERIENCE

Senior Project Manager MRW & Associates, LLC (2018)

Conduct technical analysis of electric and gas utility rate cases and other regulatory filings and serve as expert witness in regulatory proceedings. Perform integrated resource planning on behalf of Community Choice Aggregators and Electric Service Providers in California. Construct and critique models for utility cost allocation, rate design, retail rate forecasts, and benefits of distributed generation facilities. Evaluate energy procurement options and provide analytical and strategic support for business decisions and litigation on electric and gas issues.

Senior Consultant Daymark Energy Advisors, Inc. (2009-2017)

Advised electric and gas industry clients on resource planning, utility rates, and market design issues. Testified before multiple state and Canadian provincial regulatory agencies on issues related to electric market modeling, fuel cost forecasting, cost allocation, rate design, and electric utility capital planning. Prepared and critiqued numerous electric and gas utility allocated cost of service, revenue requirement and rate design models. Led modeling team for Daymark Energy Advisors' AURORAxmp Northeast electric market model.

Engineer Solar Turbines, Inc. (2005-2008)

Designed dry low-emission combustion systems for Mars SoLoNOx gas turbines. Led development of fuel injectors for landfill gas and aftermarket retrofit applications.

EDUCATION

M.A., Energy and Environmental Analysis, Boston University, 2010 B.S. Mechanical Engineering, University of California, Davis, 2005

Prepared Testimony

- Nova Scotia Utility and Review Board Matter No. 04600
 Direct Testimony of Mary Neal on Behalf of the Nova Scotia Small Business Advocate
 Concerning Nova Scotia Power's 2012 Annual Capital Expenditure Plan. January 13, 2012.
- Public Service Commission of Wisconsin Docket No. 3270-UR-118
 Direct Testimony of Mary Neal on Behalf of the Citizens Utility Board of Wisconsin Concerning Madison Gas & Electric's Application for Authority to Change Electric and Natural Gas Rates. August 27, 2012.
- 3. Public Service Commission of Wisconsin Docket No. 6690-UR-123
 Direct Testimony of Mary Neal on Behalf of the Citizens Utility Board of Wisconsin Concerning
 Wisconsin Public Service Corporation's Application to Adjust Electric and Natural Gas Rates.
 August 13, 2014.
- Nova Scotia Utility and Review Board Matter No. 06514
 Direct Testimony of Mary Neal on Behalf of the Nova Scotia Small Business Advocate
 Concerning Nova Scotia Power's 2015 Annual Capital Expenditure Plan. January 16, 2015.
- 5. Public Service Commission of Wisconsin Docket No. 05-CE-145/05-CE-147
 Direct Testimony of Mary Neal on Behalf of the Citizens Utility Board of Wisconsin Concerning the Joint Application of Wisconsin Electric Power Company, Madison Gas and Electric Company, and WPPI Energy for a Certificate of Authority to Upgrade Various Power Block Equipment at Elm Road Generating Station Units to Facilitate the Use of Sub-Bituminous or Powder River Basin Coals as a Fuel Source/Construct a Site Bulk Material Handling Project at Oak Creek and Elm Road Generating Station. February 24, 2015.
- 6. Public Service Commission of Wisconsin Docket No. 6690-UR-124
 Direct Testimony of Mary Neal on Behalf of the Citizens Utility Board of Wisconsin Concerning
 Wisconsin Public Service Corporation's Application to Adjust Electric and Natural Gas Rates.
 September 2, 2015.
- Nova Scotia Utility and Review Board Matter No. 07176
 Direct Testimony of Mary Neal on Behalf of the Nova Scotia Small Business Advocate
 Concerning Nova Scotia Power's 2016 Annual Capital Expenditure Plan. February 17, 2016.
- 8. New York Public Service Commission Case No. 16-E-0060
 Direct Testimony of the Electric Rate Panel on Behalf of the New York Utility Intervention Unit Concerning the Rates, Charges, Rules and Regulations of Consolidated Edison Company of New York, Inc. for Electric Service (with Lee Smith and Danielle Panko). May 27, 2016.
- 9. Vermont Public Service Board
 Testimony of Mary Neal on Behalf of Swanton Village Electric Concerning Swanton Village
 Electric's Proposed Electric Vehicle Charging Station Pilot Program (with assistance from
 Vermont Public Power Supply Authority). June 2016.
- 10. CPUC Application 18-07-024
 Testimony on Behalf of The City of Long Beach, Energy Resources Department. April 12, 2019.

- 11. Public Service Commission of Wisconsin Docket No. 5-CE-146
 Direct Testimony of Mary Neal on Behalf of Citizens Utility Board. April 26, 2019.
- 12. Public Service Commission of Wisconsin Docket No. 5-CE-146
 Supplemental Direct Testimony of Mary Neal on Behalf of Citizens Utility Board. May 3, 2019.
- 13. Public Service Commission of Wisconsin Docket No. 5-CE-146
 Rebuttal Testimony of Mary Neal on Behalf of Citizens Utility Board. May 28, 2019.
- 14. Public Service Commission of Wisconsin Docket No. 5-CE-146
 Surrebuttal Testimony of Mary Neal on Behalf of Citizens Utility Board. May 28, 2019.
- 15. Public Service Commission of Wisconsin Docket No. 6690-UR-126
 Direct Testimony of Mary Neal on Behalf of the Citizens Utility Board, Clean Wisconsin & Wisconsin Industrial Energy Group. August 23, 2019.
- 16. Public Service Commission of Wisconsin Docket No. 6690-UR-126
 Supplemental Direct Testimony of Mary Neal on Behalf of the Citizens Utility Board, Clean Wisconsin & Wisconsin Industrial Energy Group. August 28, 2019.
- 17. Public Service Commission of Wisconsin Docket No. 6690-UR-126 Surrebuttal Testimony of Mary Neal on Behalf of the Citizens Utility Board, Clean Wisconsin & Wisconsin Industrial Energy Group. October 4, 2019.
- 18. CPUC Application 19-03-002
 Direct Testimony of Mary Neal on Behalf of the Utility Consumers' Action Network Concerning San Diego Gas & Electric Company's Application for Authority to Update Marginal Costs, Cost Allocation, and Electric Rate Design. April 6, 2020.
- 19. CPUC Application 19-03-002
 Rebuttal Testimony of Mary Neal on Behalf of the Utility Consumers' Action Network
 Concerning San Diego Gas & Electric Company's Application for Authority to Update Marginal
 Costs, Cost Allocation, and Electric Rate Design. May 4, 2020.
- 20. CPUC Application 19-10-012 Testimony of Substitute Witness Mary Neal on Behalf of the Utility Consumers' Action Network Concerning San Diego Gas & Electric Company's Application to Extend and Modify the Power Your Drive Pilot Approved by Decision 16-01-045. May 18, 2020.
- 21. CPUC Application 19-10-012
 Rebuttal Testimony of Substitute Witness Mary Neal on Behalf of the Utility Consumers' Action
 Network Concerning San Diego Gas & Electric Company's Application to Extend and Modify
 the Power Your Drive Pilot Approved by Decision 16-01-045. June 19, 2020.
- 22. CPUC Application 19-09-014
 Direct Testimony of Mary Neal on Behalf of the Utility Consumers' Action Network Concerning San Diego Gas & Electric Company's Phase 2 Opening Testimony. August 21, 2020.
- 23. CPUC Application 19-11-019

Direct Testimony of Mary Neal on Behalf of the Western Manufactured Housing Communities Association in Pacific Gas & Electric's 2020 Electric Cost Allocation and Rate Design Proceeding. November 20, 2020.

24. CPUC Application 20-10-012

Direct Testimony of Mary Neal on Behalf of the Western Manufactured Housing Communities Association in Phase 2 of Southern California Edison's 2021 General Rate Case Application. July 26, 2021.

25. CPUC Application 21-08-010

Direct Testimony of Mary Neal on Behalf of the Utility Consumers' Action Network Concerning San Diego Gas & Electric Company's Application for Approval of its 2022 Electric Sales Forecast. October 1, 2021.

26. CPUC Application 21-08-010

Rebuttal Testimony of Mary Neal on Behalf of the Utility Consumers' Action Network Concerning San Diego Gas & Electric Company's Application for Approval of its 2022 Electric Sales Forecast. October 8, 2021.

27. CPUC Application 21-12-006

Direct Testimony of Mary Neal on Behalf of The Utility Consumers' Action Network Concerning San Diego Gas & Electric Company's Application for Approval of Real Time Pricing Pilot Rate. December 30, 2022.

28. CPUC Application 21-12-006

Rebuttal Testimony of Mary Neal on Behalf of the Utility Consumers' Action Network Concerning San Diego Gas & Electric Company's Application for Approval of Real Time Pricing Pilot Rate. January 30, 2023.

29. CPUC Application 22-09-015

Testimony of Mary Neal on Behalf of Long Beach Utilities. June 12, 2023.

30. CPUC Application 22-09-015

Rebuttal Testimony of Mary Neal on Behalf of the Western Manufactured Housing Communities Association in Southern California Gas Company (U 904 G) and San Diego Gas & Electric Company (U 902 G) Gas Cost Allocation Proceeding. July 28, 2023.

31. Public Service Commission of Wisconsin Docket No. 4220-CE-185

Direct Testimony of Mary Neal on Behalf of the Citizens Utility Board and Clean Wisconsin. November 29, 2023.

32. Public Service Commission of Wisconsin Docket No. 4220-CE-185

Rebuttal Direct Testimony of Mary Neal on Behalf of the Citizens Utility Board and Clean Wisconsin. December 21, 2023.

33. CPUC Application 23-01-008

Direct Testimony of Mary Neal on Behalf of the Utility Consumers' Action Network Concerning San Diego Gas & Electric Company's Application for Authority to Update Marginal Costs, Cost Allocation, and Electric Rate Design. January 8, 2024.

- 34. Public Service Commission of Wisconsin Docket No. 4220-CE-185 Surrebuttal Testimony of Mary Neal on Behalf of Citizens Utility Board and Clean Wisconsin January 16, 2024.
- 35. CPUC Application 23-01-008
 Rebuttal Direct Testimony of Mary Neal on Behalf of the Utility Consumers' Action Network
 Concerning San Diego Gas & Electric Company's Application for Authority to Update Marginal
 Costs, Cost Allocation, and Electric Rate Design. February 7, 2024.
- 36. CPUC Application 24-03-019
 Testimony of Mary Neal on Behalf of the Western Manufactured Housing Communities
 Association in Phase 2 of Southern California Edison's 2025 General Rate Case Application.
 January 8, 2025.

BENJAMIN KERN

Professional Experience

Technical Analyst MRW & Associates, LLC (2022-Present)

Perform research and technical analysis to track and forecast electric and gas utility rates and to develop project cost-benefit analyses. Prepare and review documents in support of regulatory proceedings. Construct statistical/economic models for complex energy projects.

Undergraduate Research Assistant Lynde Research Mentoring Program, Berkeley(2021 - 2022)

Created a dataset in Excel showing the district-level implementation of a 2020 Nationwide Firecracker Ban in India by researching state gazettes for information on state compliance of the ban. Created geospatial maps and time-series graphs to show trends in major pollutants levels around the date of the Firecracker Ban. Used regression discontinuity analysis and other linear regression techniques to analyze the causal impact of the ban on pollution levels. Presented findings to a panel of graduate students and economics professors.

Research and Communications Intern Global Footprint Network (2021)

Extracted Sustainability-related insights from the Global Footprint Database, visualized the data in Jupyter Notebooks, and communicated findings to various stakeholders. Wrote articles and blog posts on the company website using insights from MRIO-based Footprint Data stored in the Global Footprint Database. Supported a variety of sustainability-related projects related to 100 Days of Possibility Campaign and Earth Overshoot Day. Used MRIO Footprint Data to analyze levels of carbon emissions in the industrial agriculture sector in South American Countries as part of a personal project.

EDUCATION

B.S Economics, University of California, Berkeley, 2022

Appendix C: Changes to Professional Services Agreement

MRW has no objections or requested changes to the Agreement attached to the RFQ.

Appendix D: Signed Addendum



REQUEST FOR QUOTES FOR INTEGRATED RESOURCE PLAN (IRP) SERVICES

ADDENDUM

Addendum Date: April 30, 2024

This addendum supplements, amends, and takes precedence over the original Purpose:

Request for Quotes (RFQ) and shall be considered when preparing responses and shall become part of the Contract documents. Proposers shall review the Addendum and incorporate any effects the Addendum may have on their

scope of services and fees.

All requirements of the RFQ document remain unchanged except as cited Note:

herein.

Questions & Requests:

There were no questions received by Desert Community Energy (DCE) by the deadline of 2:00 p.m. on April 25, 2025.

Acknowledgement: Proposers must acknowledge receipt of this Addendum by signing in the

space provided below. This signed Addendum shall be included with the

quote response submitted.

Authorized Signature: Date May 9 2025

Company: MRW & Assuciates LLC

Desert Community Energy Board June 16, 2025



STAFF REPORT

Subject: 2024 Annual Power Source Disclosure Report and 2024 Preliminary Power

Content Label

Contact: Savannah Gil, Program Specialist (sgil@cvag.org)

<u>Recommendation</u>: Adopt Resolution 2025-03, approving the 2024 Power Source Disclosure Annual Report, and authorizing the Executive Director to complete all actions necessary for submittal to the California Energy Commission, including attesting to its veracity

<u>Background</u>: All retail sellers of electricity, including Community Choice Aggregators such as DCE, are required by Senate Bill 1305, codified in Section 398.1 of the California Public Utilities Code, to disclose "accurate, reliable, and simple-to-understand information on the sources of energy" that are delivered to their customers each year. As part of this process, the DCE Board typically adopts a resolution to approve the Power Source Disclosure (PSD) Annual Reports and Power Content Label (PCL) in June or September of each year.

This year, load-serving entities (LSEs) throughout California were instructed to submit the 2024 PSD Annual Report by June 2, 2025. DCE staff submitted the PSD report to the California Energy Commission (CEC) on June 2, 2025. On June 3, 2025, CEC staff notified DCE that it would generate the 2024 PCLs for all CCAs by mid-September. Because of this, DCE has included its preliminary 2024 PCL for informational purposes only. Staff will return to the Board to approve the 2024 PCL once the CEC releases more information.

Information from DCE's 2024 PSD Annual Report and 2024 PCL is summarized below. Once approved by the Board, staff will post the final PSD report and PCL to the DCE website in accordance with CEC requirements. DCE will then send the PCL to all active customers via mail or email, depending on the customer's preference, by the due date.

Summary of 2024 PSD Annual Reports and Preliminary 2024 PCL

DCE provided 100% carbon-free energy to Carbon Free customers, including 57% renewable energy eligible under the state's Renewables Portfolio Standard (RPS) purchased from solar facilities (19%), wind facilities (38%), and small hydropower facilities (0.65%). The remaining carbon-free energy was purchased from large hydropower facilities (12%) and nuclear facilities (30%), which are not considered renewable under the RPS.

DCE is estimated to have provided Desert Saver customers with an energy supply consisting of 17% renewable energy eligible under the RPS purchased from geothermal facilities (1.8%), solar

facilities (9.4%), wind facilities (5.4%), and small hydropower facilities (0.13%). The remaining energy was purchased from large hydropower facilities (0.27%) and nuclear facilities (83%).

PRELIMINARY 2024 POWER CONTENT LABEL Desert Community Energy												
Carbon Free Desert Saver CA Utility Average												
Greenhouse Gas Emissions Intensity (lbs of CO2e emitted per megawatt hour)	0	3	TBD									
Electricity Sources ■ Renewables and Zero-Carbon Resources ■ Fossil Fuels and Unspecified Power												
RPS Eligible Renewables	57%	17%	TBD									
Biomass & Biogas	0.0%	0.0%	TBD									
Geothermal	0.0%	1.8%	TBD									
Eligible Hydroelectric	0.65%	0.13%	TBD									
Solar	19%	9.4%	TBD									
Wind	38%	5.4%	TBD									
Large Hydroelectric	12%	0.27%	TBD									
Nuclear	30%	83%	TBD									
Emerging Technologies	0%	0%	TBD									
Other	0%	0%	TBD									
Natural Gas	0%	0%	TBD									
Coal & Petroleum	0%	0%	TBD									
Unspecified Power (primarily fossil fuels)	0%	0%	TBD									
Total	100%	100%	100%									
Retail sales covered by retired unbundled RECs	0%	4%										

- This label does not reflect compliance with the Renewables Portfolio Standard (RPS), which measures the use of tracking instruments called Renewable Energy Credits (RECs) over the course of multi-year compliance periods. RECs that are purchased separately from the renewable energy ("Unbundled RECs") can be used for RPS compliance, but they do not factor into the power mixes or GHG emissions intensities above.
- GHG intensity figures exclude biogenic CO₂ and emissions from geothermal sources and grandfathered imports of firmed-and-shaped energy. For detailed information about all GHG emissions from California's retail electricity suppliers, visit the CEC link below.
- Unspecified power is electricity purchased from a genericized pool on the open market.

https://desertcommunityenergy.org/about/key-	Want to learn more?
<u>documents/</u>	Visit https://www.energy.ca.gov/pcl

DCE staff would note that this is the first time in which its Carbon Free and Desert Saver products have both achieved a zero-to-low intensity of greenhouse gas emissions (GHG) measured in pounds of CO_2 e emitted per megawatt-hour. For context, the term CO_2 equivalent (CO_2 e) is a standard unit for measuring carbon footprints, quantifying the impact of different greenhouse gases in terms of the amount of CO_2 that would create the same amount of warming. Because this preliminary 2024 PCL is intended solely for informational purposes, there exists a possibility that the CEC may determine a different Greenhouse Gas (GHG) intensity for DCE's energy products when it publishes the official 2024 PCL.

The attached DCE 2024 PSD Annual Report and the preliminary PCL for Carbon Free and Desert Saver have been prepared with assistance from The Energy Authority (TEA). TEA conducted a detailed review of all power purchases made during the 2024 calendar year. This review included an inventory of all 2024 RECs within DCE's Western Renewable Energy Generation Information System (WREGIS) account. Based on staff and TEA's review of such available data, the information presented in the PSD Annual Report and preliminary PCL is determined to be accurate.

Adoption of the resolution enables DCE to comply with the CEC Power Source Disclosure Regulations implementing SB 1305 (California Code of Regulations, Title 20, Sections 1391 to 1394).

Fiscal Analysis: Adoption of Resolution 2025-03 does not result in any financial impact on DCE.

Attachments:

- 1. Resolution 2025-03 approving the 2024 Power Source Disclosure Annual Report
- 2. 2024 Power Source Disclosure Annual Report for DCE's Carbon Free and Desert Saver products

RESOLUTION NO. 2025-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF DESERT COMMUNITY ENERGY APPROVING THE 2024 POWER SOURCE DISCLOSURE ANNUAL REPORTS AND AUTHORIZING THE EXECUTIVE DIRECTOR TO COMPLETE ALL ACTIONS NECESSARY TO APPROVE AND ATTEST TO THE VERACITY OF THE FINAL 2024 POWER SOURCE DISCLOSURE ANNUAL REPORT FOR THE DESERT SAVER AND CARBON FREE PRODUCTS

- A. Desert Community Energy (DCE) is a joint powers authority established on October 30, 2017, for the purpose of implementing community choice aggregation programs under Public Utilities Code Section 366.2.
- B. Senate Bill 1305 was adopted in 1997, establishing an Electricity Generation Source Disclosure Program, ("Power Source Disclosure Program"), which requires retail suppliers of electricity to disclose to their customers each year the sources of electricity delivered to customers in the previous year, and to annually submit a Power Source Disclosure Report to the California Energy Commission (CEC).
- C. Desert Community Energy is a retail supplier of electricity as defined by the Power Source Disclosure Program (California Code of Regulations, Title 20, Section 1391(r)).
- D. The Power Source Disclosure Regulation was updated effective May 4, 2020, allowing the board of directors of a public agency providing electric services to approve, at a public meeting, the submission to the California Energy Commission of an attestation of the veracity of each product's 2024 Power Source Disclosure Annual Report.
- E. DCE staff and consultants performed a detailed review of all power purchases completed for the 2024 calendar year, including an inventory of all received renewable energy certificates (RECs) within DCE's account at the Western Renewable Energy Generation Information System (WREGIS) and transaction records.
- F. Pursuant to the current CEC regulations, California Code of Regulations Title 20, Section 1394.2(a)(2), the Board is required to attest to the veracity of the 2024 Power Content Labels.
- G. The Board desires to attest to the veracity of the 2024 Power Source Disclosure Annual Reports for the Desert Saver product and the Carbon Free product so that all the required statements and attestations required by Section 1394.2(a)(2), are contained in one resolution.
- H. The Board further desires to authorize the Executive Director to complete all actions necessary for submittal to the CEC, including attesting to the veracity of the final 2024 Power Source Disclosure Annual Report for the Desert Saver product and the Carbon Free product.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DESERT COMMUNITY ENERGY, AS FOLLOWS:

Section 1. <u>Approval of 2024 Power Source Disclosure Annual Report.</u> The Board approves and attests to the veracity of the attached 2024 Power Source Disclosure Annual Reports for Desert Community Energy.

Disclosure Annual R	approve the submission and	ector. The Board hereby autho attest to the veracity of the 2024 Energy by signing the attestation ort.	Power Source
Section 3. upon its adoption.	Resolution Effective Date.	This resolution shall take effect	ct immediately
PASSED AN Energy held on June		f the Board of Directors of Dese	ert Community
		ATTEST:	
Jeffrey Bernstein, Ch Desert Community E		Tom Kirk, Secretary Desert Community Energy	
AYES:NAYS	s: ABSENT: Al	BSTAIN:	

Version: April 2025

2024 POWER SOURCE DISCLOSURE ANNUAL REPORT For the Year Ending December 31, 2024

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME Desert Community Energy									
	CONTACT INFORMATION								
NAME	Lisa McNeilly								
TITLE	Director of Energy & Sustainability								
MAILING	74199 El Paseo, Suite 100								
CITY, STATE, ZIP	Palm Desert, CA 92260								
PHONE	(855) 357-9240								
EMAIL	Imcneilly@cvag.org								
WEBSITE URL FOR PCL POSTING	https://desertcommunityenergy.org/about/key-documents/								

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name and contact information above.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-California Energy Commission's website.

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 639-0573.

- is applicable.
 rifolio tables to the right <u>after</u> all specified resources have been allocated.
 tail sales of all portfolios, allocate only enough MWh to meet the retail sales of each portfolio.

Over allocation check	1
Under allocation check	Some specified resources have not been allocated
Coal check	4
Negative oversupply check	

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San Gorgonio East Wind	CA	W4764	63228A	D0	36059	21201	14858		0.0000		0.0000	14,209	649			1		*		
Coachella 2 Wind	CA	W11291	65072A	64323	32389	16010	16379		0.0000	-	0.0000		618							
San Gorgonio Altwind Wind	CA	W4960	60402A	P7	27298	12789	14509		0.0000		0.0000									
Panorama Wind LLC Wind	CO	W12737	65065A	64872	25000		25000		0.0000		0.0000		575					- 8		
Alta Wind XI, LLC - Alta Wind XI, LLC Wind	CA	W3538	62245A	58395	1283		1283		0.0000		0.0000	1,141	142							
SEPV Palmdale East, LLC - SEPV Pair Solar	CA	W4713	61154A	59273	127		127		0.0000		0.0000	127								
CED Wistaria Solar, LLC - Wistaria				2000000	No. of Contract of							10000	100000							
Ranch Solar Solar	CA	W7130	62623A	61750	1549		1549		0.0000	_	0.0000									
Solar Star California XX, LLC - AVS 2 S Solar	CA	W4457	61364A 60463A	57933 354	716		716 90		0.0000	_	0.0000									
Portal - Portal Eligible Hydroelectric McCov Solar, LLC - Genesis McCov Sol Solar	CA CA	W339 W4763	62091A	58462	90		414		0.0000	_	0.0000									
Bishop Creek 2 - Bishop Creek - Unit 3 Eligible Hydroelectric	GA	W545	60444A	323	25		25		0.0000	_	0.0000									
NRG Solar Casis LLC - Casis Solar Solar	CA	W4700	62514A	59528	260		260		0.0000		0.0000									
Central Antelope Dry Ranch C, LLC - Ci Solar	CA	W 5006	61324A	59963	161		161		0.0000		0.0000									
Great Valley Solar 3, LLC - RE Tranquil Solar	CA	W5866	63281A	59939	273		273		0.0000		0.0000									
Solar Star California XIX, LLC - AVS1 S Solar	CA	W4099	61363A	57933	891		891		0.0000		0.0000	891								
Solar Star California XIII, LLC - Quinto Solar	CA	W4825	61362A	59339	1270		1270		0.0000		0.0000	1,270	2							
Adobe Solar, LLC - Adobe Solar, LLC Solar	CA	W4119	61427A	57651	191		191		0.0000		0.0000									
Jacumba Jolar, LLC - Jacumba Jolar F Jolar	CA	W5001	G0057A	00947 50042	242		242		0.0000		0.0000									
Golden Springs Development Company Solar Sierra Solar Greenworks - Sierra Solar C Solar	CA	W4610 W4811	62746A 61334A	58912 59431	191		191		0.0000		0.0000	13								
RE Rio Grande, LLC - RE Rio Grande, I Solar	CA	W3896	60823A	58500	52		52		0.0000		0.0000									
Borden Solar Farm - Borden Solar Farm Solar	GA	W10139	61829A	59531	573		573		0.0000		0.0000		400							
Blythe Solar III, LLC - Blythe Solar III, L Solar	CA	W10157		60094	1832		1832		0.0000		0.0000									
Maverick Solar, LLC - Maverick Solar, L. Solar	CA	W10973	63321A	62178	1902		1902		0.0000		0.0000	1,002	900							
American Kings Solar Project - Americal Solar	CA	W11005		60777	1648		1648		0.0000		0.0000									
Alta Wind I - Alta Wind I Wind	CA	W1727	60794A	57282	2071		2071		0.0000		0.0000		2							
Alta Wind II - Alta Wind II Wind	CA	W1841	60795A	57291	1737		1737		0.0000	_	0.0000	1,737								
Alta Wind III - Alta Wind III Wind	CA	W1842	61092A	57292	1732		1732		0.0000	_	0.0000									
Porterville - SPVP042 - Porterville - SPV Solar Alta Wind IV - Alta Wind IV Wind	CA CA	W1977	61241A 61093A	58309 57293	36 923		36 923		0.0000	_	0.0000		102							
South Hurlburt Wind, LLC - South Hurlt Wind	OR	W2013 W2066	61668A	57549	2956		2956		0.0000	_	0.0000									
Horseshoe Bend Wind, LLC - Horseshor Wind	OR	W2067	61669A	57550	2904		2904		0.0000		0.0000		322							
Alta Wind V - Alta Wind V Wind	CA	W2068	61094A	57294	1375		1375		0.0000		0.0000	1,222	153							
Mustang Hills, LLC - Mustang Hills, LLC Wind	CA	W2482	61287A	57833	1464		1464		0.0000		0.0000	1,301	163							
Alta Wind VIII - Alta Wind VIII Wind	CA	W2483	61288A	57835	1071		1071		0.0000		0.0000	952	119							
Windstar - Windstar1 Wind	CA	W2742	60810A	57774	587		587		0.0000	_	0.0000		65							
Windstar - Windstar2 Wind	CA	W2743	60810A	57774	671		671		0.0000	_	0.0000									
Alta Wind IX - Alta 9 Wind Alta Wind VII - Alta 7 Wind	CA CA	W2904 W2905	61808A 61807A	P346 P345	1124 1478		1124 1478		0.0000	_	0.0000									
Bishop Creek 2 - Bishop Creek 2 Eligible Hydroelectric	CA	W320	60444A	323	27		27		0.0000	_	0.0000									
Bishop Creek 3 - Bishop Creek 3 Eligible Hydroelectric	CA	W320	60446A	323	96		96		0.0000	-	0.0000									
Bishop Creek 4 - Bishop Creek 4 Eligible Hydroelectric	CA	W322	60447A	325	23		23		0.0000		0.0000	20								
Bishop Creek 6 - Bishop Creek 6 Eligible Hydroelectric	CA	W324	60449A	327	49		49		0.0000		0.0000									
Fontana - Fontana Eligible Hydroelectric	CA	W326	60451A	332	42		42		0.0000		0.0000	37	5					3		
Kern River 1 - Kern River 1 Eligible Hydroelectric	CA	W330	60455A	340	916		916		0.0000		0.0000	916								
Lundy - Lundy Eligible Hydroelectric	CA	W331 W332	60459A	7147	17		17		0.0000	_	0.0000	15								
Mill Creek 3 - Mill Creek 3 - Unit 3 Eligible Hydroelectric Poole - Poole Eligible Hydroelectric	CA	W332 W338	60462A	353	17		17		0.0000		0.0000		12							
TA-High Desert - Antelope Power Plant Solar	CA	W3496	60937A	58149	270		270		0.0000		0.0000									
Alta Wind X, LLC - Alta Wind X, LLC Wind	CA	W3537	62244A	58394	1889		1889		0.0000		0.0000									
Highlander Solar 1 TLC - Highlander Sc Solar	CA	W3663	61157A	58234	163		163		0.0000		0.0000	163								
Highlander Solar 2, LLC - Highlander Sc Solar	CA	W3664	61158A	58227	120		120		0.0000		0.0000	120	-							
Desert Sunlight 250 - Desert Sunlight 2 Solar	CA	W3884	60940A	58542	857		857		0.0000		0.0000	857	*							
RE Victor Phelan Solar One LLC - RE V Solar	CA	W3897	60838A	58202	213		213		0.0000		0.0000		-							
RE Columbia 3 LLC - RE Columbia 3 Ll Solar	CA	W3898	61162A	58502	115		115		0.0000	_	0.0000		*							
RE Rosamond Two LLC - RE Rosamon Solar	CA	W3899	60856A	58499	230		230		0.0000	_	0.0000		-		-					
Lytle Creek - Lytle Creek Eligible Hydroelectric Oltmans SCE at Champagne - Californi, Solar	CA CA	W391 W3923	60457A 62292A	P348 58581	9		9		0.0000		0.0000		- 1		-					
California PV Energy at Jurupa - Californi Solar	CA	W3923 W3924	62292A	58582	12		12		0.0000	_	0.0000									
Desert Sunlight 250 - Desert Sunlight 2! Solar	CA	W3965	60940A	58542	436		436		0.0000		0.0000									
Desert Sunlight 250 - Desert Sunlight 25 Solar	CA	W3966	60940A	58542	436		436		0.0000		0.0000									
Solar Partners I, LLC - Ivanpah 2 Solar	CA	W4025	62274A	57073	1281		1281			115	0.0894	0	1,281							
Solar Star California XIX, LLC - AVS1 S Solar	CA	W4064	61363A	57933	517		517		0.0000		0.0000	517	-							
Solar Star California XX, LLC - AVS 2 S Solar	CA	W4065	61364A	57933	490		490		0.0000		0.0000	490	-							
Dosort Sunlight 260 Dosort Sunlight 26 Solar	CA	W4007	60040A	68642	206		306		0.0000		0.0000									
Desert Sunlight 250 - Desert Sunlight 2 Solar	CA	W4098 W4100	60940A 61364A	58542	154 438		154 438		0.0000	_	0.0000	154 438	-							
Solar Star California XX, LLC - AVS 2 S Solar FTS Master Tenant 1, LLC - A - FTS M Solar	CA	W4100 W4180	61318A	57933 58761	438		438		0.0000		0.0000		-							
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Bishop Creek 4 - Bishop Creek 4 - Unit / Elicible Hydroelectric CA W548 60447A 325 23 0,0000 0 0000 20 3	
Golden Springs Development Company Solar CA W:5430 63033A 57796 10 10 0,0000 0,0000 9 1	
Golden Springs Development Commons Seate CA W+881 S8334A 577:56 5 5 0,0000 0,0000 4 1	
Bishop Creek 4 - Bishop Creek 4 - Unit Eligible Hydroelectric CA W550 60447A 325 51 51 0.0000 0.0000 45 6	
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Panoche Valley Solar - Panoche Valley Solar CA W5851 60858A 57340 620 620 0.0000 0.0000 620 -	
Tule Wind, LLC - Tule Wind, LLC Wind CA W5902 63271A 57913 1608 1608 0.0000 0.0000 1,430 178	

Imperial Valley Solar 3, LLC - Mount Sid	Solar	CA	W7036	61649A	61202	3020	3020	0.0000	0.0000	3.020 -				3	
Panoche Valley Solar - Phase 2	Solar	CA	W7186	60858A	57340	345	345	0.0000	0.0000	345 -					
	Solar		W7213	62286A	60324	1200	1200	0.0000	0.0000	1,200 -					
Panoche Valley Solar - Panoche Valley	Solar	CA	W7275	60858A	57340	435	435	0.0000	0.0000	435 -					
North Rosamond Solar, LLC - North Ros		CA	W7426	62290A	59879 61353	1987	1987 2056	0.0000	0.0000	987	1000				
Mount Signal Solar Farm II - Mount Sign	Solar	CA	W7762	61648A	61353	2056		0.0000	0.0000	1,056	1000				
Sunshine Valley Solar - Sunshine Valley		NV	W8128	62772A	59826 62288 60594	1327	1327	0.0000	0.0000	327	1000			1	
Valentine Solar, LLC - Valentine Solar, I	Solar	CA	W8806	63026A	62288	1465	1465	0.0000	0.0000	1,465 -					
	Wind	CA	W8807	63262A	60594	1989	1989	0.0000	0.0000	1,989 -					
Sun Streams, LLC - Sun Streams, LLC	Solar	AZ	W8859	62673A	60827	2131	2131	0.0000	0.0000	2,131 -					
Golden Springs Building F, LLC - Golde	Solar	CA	W5479	63032A	57796 52015	11	11	0.0000	0.0000	11 -					
Ormat Dixie Valley, LLC - Ormat Dixie V	Geothermal	NV	W7146	60313A 60448A	52015	142	142	0.0242 3	0.0000	0	142				
Bishop Creek 5 - Bishop Creek 5	Eligible Hydroelectric	CA	W323	60448A			29	0.0000	0.0000	26	3				
	Eligible Hydroelectric	CA	W340 W552	60464A	357	92	92	0.0000	0.0000	82	10				
	Eligible Hydroelectric			60448A	326		37	0.0000	0.0000	.33	4				
	Eligible Hydroelectric	CA	W557 W394	60464A	357	113	113	0.0000	0.0000	100	13				
	Eligible Hydroelectric				P351	6	6	0.0000	0.0000	5	1				
BunE Bolar XVI Lessor, LLC SunE R		CA	W5210	62719A	60032	4	4	0.0000	0.0000	4					
Master Development - Corona, CA (135)		CA	W3497		P306	4	4	0.0000	0.0000	4 -					
	Eligible Hydroelectric		W328	60453A	336		7	0.0000	0.0000	- 6	1				
	Nuclear	AZ		1	6008	166019	166019	0.0000	0.0000	86,592	75,496				393
Kerr Dam	Large Hydroelectric	MT			2188	10000	10000	0.0000	0.0000	9890	110				
Boundary Dam	Large Hydroelectric	WA			6433	10000	10000	0.0000	0.0000	9890	110				
Big Creek 3	Large Hydroelectric	CA			319	15746	15746	0.0000	0.0000	15717.014	28.986				

Carbon Free	Portfolio Totals	PCL Data
Retail Sales	284167	
Total Specified	284167	
Biomass & Biogas	0	0%
Geothermal	0	0%
Eligible Hydroelectric	1854	1%
Solar	52738	19%
Wind	107486	38%
Large Hydroelectric	35497	12%
Nuclear	86592	30%
Emerging Technologies	0	0%
Other	0	0%
Natural Gas	0	0%
Coal & Petroleum	0	0%
Unspecified Power - ACS	0	
Unspecified Power - Spot Market	0	
Unspecified Power - Total	0	0%
Total PCL GHGs (MT CO₂e)	0.1	
Emissions intensity (MT CO ₂ e/MWh)	0.000	
PCL GHG Intensity (lbs CO ₂ e/MWh)		0
Unbundled REC %		0%

Desert Saver	Portfolio Totals	PCL Data
Retail Sales	90911	
Total Specified	90911	
Biomass & Biogas	0	0%
Geothermal	1629	2%
Eligible Hydroelectric	119	0%
Solar	8536	9%
Wind	4882	5%
Large Hydroelectric	249	0%
Nuclear	75496	83%
Emerging Technologies	0	0%
Other	0	0%
Natural Gas	0	0%
Coal & Petroleum	0	0%
Unspecified Power - ACS	0	
Unspecified Power - Spot Market	0	
Unspecified Power - Total	0	0%
Total PCL GHGs (MT CO₂e)	114.5	
Emissions intensity (MT CO₂e/MWh)	0.001	
PCL GHG Intensity (lbs CO₂e/MWh)		3
Unbundled REC %		4%

Carbon Free				
Facility Name	Fuel Type	Net Procurement	Annual PCL GHGs (MT CO₂e)	
San Gorgonio East	Wind	14209	0	
Coachella 2	Wind	15761	0	
San Gorgonio Altwind	Wind	13899	0	
Panorama Wind LLC	Wind	24425	0	
Alta Wind XI, LLC - Alta Wind XI, LLC	Wind	1141	0	
SEPV Palmdale East, LLC - SEPV Palmd		127	0	
CED Wistaria Solar, LLC - Wistaria Ranci		849	0	
Solar Star California XX, LLC - AVS 2 Sol	Solar	466	0	
Portal - Portal	Eligible Hydroelectric	80	0	
McCoy Solar, LLC - Genesis McCoy Sola	Solar	414	0	
Bishop Creek 2 - Bishop Creek - Unit 3	Eligible Hydroelectric	22	0	
NRG Solar Oasis LLC - Oasis Solar	Solar	260	0	
Central Antelope Dry Ranch C, LLC - Cer		161	0	
Great Valley Solar 3, LLC - RE Tranquillity		273	0	
Solar Star California XIX, LLC - AVS1 Sol		891	0	
Solar Star California XIII, LLC - Quinto So		1270	0	
Adobe Solar, LLC - Adobe Solar, LLC	Solar	191	0	
Jacumba Solar, LLC - Jacumba Solar Far		242	Ö	
Golden Springs Development Company L		13	ō	
Sierra Solar Greenworks - Sierra Solar Gr		191	0	
RE Rio Grande, LLC - RE Rio Grande, LL		52	0	
Borden Solar Farm - Borden Solar Farm	Solar	173	0	
Blythe Solar III, LLC - Blythe Solar III, LLC		832	0	
Maverick Solar, LLC - Maverick Solar, LLC		1002		
American Kings Solar Project - American	Solar	648	0	
Alta Wind I - Alta Wind I	Wind	2071	0 0	
Alta Wind II - Alta Wind II	Wind	1737	0	
Alta Wind III - Alta Wind III	Wind	1732	i o	
Porterville - SPVP042 - Porterville - SPVF		36	0	
Alta Wind IV - Alta Wind IV	Wind	821	0 0 0	
South Hurlburt Wind, LLC - South Hurlbur		2628	o o	
Horseshoe Bend Wind, LLC - Horseshoe		2582	0	
Alta Wind V - Alta Wind V	Wind	1222	0	
Mustang Hills, LLC - Mustang Hills, LLC	Wind	1301	0	
Alta Wind VIII - Alta Wind VIII	Wind	952	0	
Windstar - Windstar1	Wind	522	0	
Windstar - Windstar2	Wind	598	0	
Alta Wind IX - Alta 9	Wind	999	0	
Alta Wind VII - Alta 7	Wind	1314	0	
Bishop Creek 2 - Bishop Creek 2	Eligible Hydroelectric	24	0	
Bishop Creek 3 - Bishop Creek 3	Eligible Hydroelectric		0	
Bishop Creek 4 - Bishop Creek 4	Eligible Hydroelectric	20	0	
Bishop Creek 6 - Bishop Creek 6	Eligible Hydroelectric	44	0	
Fontana - Fontana	Eligible Hydroelectric		0	
Kern River 1 - Kern River 1	Eligible Hydroelectric	916	0	
Lundy - Lundy	Eligible Hydroelectric	15	0	
Mill Creek 3 - Mill Creek 3 - Unit 3	Eligible Hydroelectric	15	0	
Poole - Poole	Eligible Hydroelectric	97	0	
TA-High Desert - Antelope Power Plant	Solar	270	0	
TA-High Desert - Africiope Fower Plant	Journal	270		

Desert Saver				
Facility Name	Fuel Type	Net Procurement	Annual PCL GHGs (MT CO ₂ e)	
San Gorgonio East	Wind	649	0	
Coachella 2	Wind	618	0	
San Gorgonio Altwind	Wind	610	0	
Panorama Wind LLC	Wind	575	0	
Alta Wind XI, LLC - Alta Wind XI, LLC	Wind	142	0	
SEPV Palmdale East, LLC - SEPV Palmd		142	0	
SEFV Faillidale East, LEG - SEFV Faillid	Solai	-	U	
CED Wistaria Solar, LLC - Wistaria Ranch		700	0	
Solar Star California XX, LLC - AVS 2 Solar	Solar	250	0	
Portal - Portal	Eligible Hydroelectric	10	0	
McCoy Solar, LLC - Genesis McCoy Sola	Solar	-	0	
Bishop Creek 2 - Bishop Creek - Unit 3	Eligible Hydroelectric	3	0	
NRG Solar Oasis LLC - Oasis Solar	Solar	-	0	
Central Antelope Dry Ranch C, LLC - Cen	Solar	·	0	
Great Valley Solar 3, LLC - RE Tranquillity		-		
Solar Star California XIX, LLC - AVS1 Solar		-	0 0	
Solar Star California XIII, LLC - Quinto Sol		-	0	
Adobe Solar, LLC - Adobe Solar, LLC	Solar	-	0	
Jacumba Solar, LLC - Jacumba Solar Far	Solar	-	0	
Golden Springs Development Company L		_	0	
Sierra Solar Greenworks - Sierra Solar Gr		-	0	
RE Rio Grande, LLC - RE Rio Grande, LL		-	0	
Borden Solar Farm - Borden Solar Farm	Solar	400	0 0	
Blythe Solar III, LLC - Blythe Solar III, LLC		1000	0	
Maverick Solar, LLC - Maverick Solar, LLC		900	0	
American Kings Solar Project - American		1000	0	
Alta Wind I - Alta Wind I	Wind	-	0	
Alta Wind II - Alta Wind II	Wind	-	0	
Alta Wind III - Alta Wind III	Wind	-	0	
Porterville - SPVP042 - Porterville - SPVP		-	0	
Alta Wind IV - Alta Wind IV	Wind	102	0	
South Hurlburt Wind, LLC - South Hurlbur	Wind	328	0	
Horseshoe Bend Wind, LLC - Horseshoe		322	0	
Alta Wind V - Alta Wind V	Wind	153	0	
Mustang Hills, LLC - Mustang Hills, LLC	Wind	163	0	
Alta Wind VIII - Alta Wind VIII	Wind	119	0	
Windstar - Windstar1	Wind	65	0	
Windstar - Windstar2	Wind	73	0	
Alta Wind IX - Alta 9	Wind	125	0	
Alta Wind VII - Alta 7	Wind	164	0	
Bishop Creek 2 - Bishop Creek 2	Eligible Hydroelectric	3	0	
Bishop Creek 3 - Bishop Creek 3	Eligible Hydroelectric	11	0	
Bishop Creek 4 - Bishop Creek 4	Eligible Hydroelectric	3	0	
Bishop Creek 6 - Bishop Creek 6	Eligible Hydroelectric	5	0	
Fontana - Fontana	Eligible Hydroelectric	5	0	
Kern River 1 - Kern River 1	Eligible Hydroelectric	-	0	
Lundy - Lundy	Eligible Hydroelectric	2	0	
Mill Creek 3 - Mill Creek 3 - Unit 3	Eligible Hydroelectric	2	0 0	
Poole - Poole	Eligible Hydroelectric	12	0	
TA-High Desert - Antelope Power Plant	Solar	-	0	
and the second s				

Highlander Solar 1, LLC - Highlander Solal Solar 120	Alta Wind X, LLC - Alta Wind X, LLC	Wind	1679	0
Desert Sunight 250 - Desert Sunight 250 Solar				0
RE Victor Phelan Solar One LLC - RE Vick Solar RE Columbia 3 LLC - RE Columbia 3 LLC Solar RE Rosamond Two LLC - RE Rosamond Solar Lytle Creek - Lytle Creek				0
RE Columbia 3 LLC - RE Columbia 3 LLG Solar RE Rosamord Vol. LC - RE Rosamord Solar 1230 Lytle Creek				0
RE Rosamond Two LLC - RE Rosamond Solar 230 Little Creek - Little Creek Eligible Hydroelectric 8 Oltmans SCE at Champagne - California Solar 12 Desert Sunlight 1260 - Desert Sunlight 250 Solar 436 Desert Sunlight 250 - Desert Sunlight 250 Solar 436 Solar Star California XIX, LLC - AVS1 Sol Solar 436 Solar Star California XIX, LLC - AVS1 Sol Solar 436 Solar Star California XIX, LLC - AVS1 Sol Solar 446 Solar Star California XX, LLC - AVS1 Sol Solar 460 Desert Sunlight 250 - Desert Sunlight 250 Solar 460 Desert Sunlight 250 - Desert Sunlight 250 Solar 265 Desert Sunlight 250 - Desert Sunlight 250 Solar 265 Desert Sunlight 250 - Desert Sunlight 250 Solar 438 FTS Master Tenant 1, LLC - Ar-FTS Mas Solar 23 FTS Master Tenant 1, LLC - Ar-FTS Mas Solar 23 TST Master Tenant 1, LLC - Ar-FTS Mas Solar 23 Solar Star California XX, LLC - AVS 2 Sol Solar 323 Solar Star California XX, LLC - AVS 2 Sol Solar 323 Solar Star California XX, LLC - AVS 2 Sol Solar 323 Solar Star California XX, LLC - AVS 2 Sol Solar 323 Solar Star California XX, LLC - AVS 2 Sol Solar 323 Solar Star California XX, LLC - AVS 2 Sol Solar 324 Solar Star California XX, LLC - AVS 3 Sol Solar 324 Solar Star California XX, LLC - AVS 3 Sol Solar 324 Solar Star California XX, LLC - AVS 3 Sol Solar 324 Solar Star California XX, LLC - AVS 3 Sol Solar 324 Solar Star California XX, LLC - AVS 3 Sol Solar 326 Solar Star California XX, LLC - AVS 3 Sol Solar 326 Wildwood Solar - Wildwood Solar AVS 3 Sol Solar 329 Wildwood Solar - Wildwood Solar 320 Wildw				0
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Desert Sunlight 250 - Desert Sunlight 250 Solar				0
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Solar Star California XX, LLC - AVS 1 Sol Solar	Desert Surliight 250 - Desert Surliight 250	_	430	0
Solar Star California XX, LLC - AVS 2 Sol Solar 295	Solar Star California XIX LLC - AVS1 Sol	Solar	517	0
Desert Sunlight 250 - Desert Sunlight 250 Solar 154				0
Desert Sunlight 250 - Desert Sunlight 250 Solar 438				0
Solar Star California XX, LLC - AVS 2 Sol Solar 23				0
FTS Master Tenant 1, LLC - A - FTS Mas Solar				0
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Onon Solar II, LLC - Orion Solar II, LLC Solar 95 Desert Sunight 250 - Desert Sunight 250 Solar 323 Solar Star California XX, LLC - AVS 2 Sol, Solar 774 SUNE Solar XV, LLC - Catalina Solar 2, LLS olar 15 Catalina Solar 2, LLC - Catalina Solar 2, LSolar 16 Catalina Solar 2, LLC - Catalina Solar 2, LSolar 16 Regulus Solar, LLC - Regulus Solar, LLC Solar 264 Regulus Solar, LLC - Regulus Solar, LLC Solar 264 Regulus Solar, LLC - Regulus Solar, LLC Solar 264 Solar Star California XX, LLC - AVS1 Sol Solar 204 Solar Star California XX, LLC - AVS1 Sol Solar 264 Solar Star California XX, LLC - AVS1 Sol Solar 264 Solar Star California XX, LLC - AVS1 Sol Solar 269 Pumpjack Solar - Pumpjack Solar 231 Solar Star California XX, LLC - AVS1 Sol Solar 231 Wildwood Solar - Pumpjack Solar 231 Wildwood Solar - Wildwood Solar 230 Lancaster Dry Farm Ranch B, LLC - Lanc Solar 40 Lone Valley Solar Park II, LLC - Lone Valle Solar 247 Rising Tree Wind Farm LLC - Lone Valle Solar 247 Rising Tree Wind Farm LLC - Lone Valle Solar 247 Rising Tree Wind Farm LLC - LAYS 2 Sol Solar 281 Solar Star California XX, LLC - AVS2 Sol Solar 281 Solar Star California XX, LLC - AVS2 Sol Solar 281 Lancaster Little Rock C LLC - Lancaster L Solar 6 Garnet Solar Power Generation Station 1, Solar 43 American Solar Greenworks, LLC - Sumn Solar 51 Vega Solar, LLC - Vega Solar, LLC - Vega Solar 255 Solar Star California XX, LLC - AVS1 Sol Solar 51 Vega Solar, LLC - Vega Solar, LLC - Solar 51 Vega Solar, LLC - Vega Solar LLC - Park Solar 735 Victor Dry Farm Ranch B LLC - Victor Dry Solar 49 Victor Dry Farm Ranch B LLC - Victor Dry Solar 49 Victor Dry Farm Ranch B LLC - Victor Dry Solar 49 Victor Dry Farm Ranch B LLC - Park Solar 10 Rerar Fancesco 1 - Kona Solar, LLC - Park Solar 10 Rerar Fancesco 1 - Kona Solar, LLC - Park Solar 10 Rerar Fancesco 1 - Kona Solar, LLC - Park Solar 10 Rerar Fancesco 1 - Kona Sola				0
Solar Star California XX, LLC - AVS 2 Sol Solar				0
SunE Solar XV Lessor, LLC - Hesperia Solar 15 Catalina Solar 2, LLC - Catalina Solar 2, LSolar 294 R.E. Adams Cast, LLC - R.E. Adams Cast, LSolar 196 R.E. Adams Cast, LLC - R.E. Adams Cast, LSolar 196 R.E. Adams Cast, LC - R.E. Adams Cast, LSolar 196 R.E. Adams Cast, LC - R.E. Adams Cast, LSolar 196 R.E. Adams Cast, LC - R.E. Adams Cast, LSolar 196	Desert Sunlight 250 - Desert Sunlight 250	Solar	323	0
Catalina Solar 2, LLC - Catalina Solar 2, L Solar	Solar Star California XX, LLC - AVS 2 Sol	Solar	774	0
RE Adams Last, LLC - RE Adams Last, L Solar 196	SunE Solar XV Lessor, LLC - Hesperia	Solar	15	0
Regulus Solar, LLC - Regulus Solar, LLC Solar Solar Star California XX, LLC - AVS1 Sols Solar Solar Star California XX, LLC - AVS1 Sol Solar 766	Catalina Solar 2, LLC - Catalina Solar 2, L	Solar		0
Solar Star California XIX, LLC - AVS1 Sols Solar Solar Star California XIX, LLC - AVS1 Sols Solar Pumpjack Solar - Pumpjack Solar Solar Star California XIX, LLC - AVS1 Sol Solar Pumpjack Solar - Pumpjack Solar Solar Wildwood Solar - Wildwood Solar Solar Solar Jone Valley Solar Park I, LLC - Lone Valle Solar Lone Valley Solar Park I, LLC - Lone Valle Solar Lone Valley Solar Park I, LLC - Lone Valle Solar Lone Valley Solar Park I, LLC - Lone Valle Solar Lone Valley Solar Park I, LLC - Lone Valle Solar Lone Valley Solar Park I, LLC - Lone Valle Solar Lone Valley Solar Park I, LLC - Lone Valle Solar Lone Valley Solar Park I, LLC - Lone Valle Solar Lone Valley Solar Park I, LLC - Lone Valle Solar Rising Tree Wind Farm LLC - Rising Tree Wind 1111 Solar Star California XX, LLC - AVS 2 Sol Solar Lonacster Little Rock C LLC - Lancaster L Solar Solar Star California XX, LLC - AVS 2 Sol Solar Lone Solar Power Generation Station 1, Solar American Solar Greenworks, LLC - Summ Solar Solar Star California XIX, LLC - AVS1 Sol Solar Solar Star California XIX, LLC - AVS1 Sol Solar Victor Dry Farm Ranch A LLC - Victor Dry Solar Victor Dry Farm Ranch B LLC - Victor Dry Solar Yorkor Dry Farm Ranch B LLC - Victor Dry Solar Park Meridian 1 - Kona Solar, LLC - Te Solar Terra Francesco 1 - Kona Solar, LLC - Te Solar Terra Francesco 1 - Kona Solar, LLC - Te Solar Terra Francesco 1 - Kona Solar, LLC - Te Solar Terra Solar Solar Solar Solar LC - Solar Solar Solar Star California XIX, LLC - AVS1 Sol Solar Terra Star California XIX, LLC - AVS1 Sol Solar Terra Star California XIX, LLC - AVS1 Sol Solar Terra Star California XIX, LLC - AVS1 Sol Solar Terra Star California XIX, LLC - AVS1 Sol Solar Terra Star California XIX, LLC - AVS1 Sol Solar Terra Solar XIX - LC - Genesis McCoy Sola Solar Terra Solar XIX - LC - CED Croco Solar Terra Solar Star California XIX, LLC - AVS1 Sol Solar Terra Solar Star California XIX, LLC - AVS1 Sol Solar Terra Solar Star California XIX, LLC - AVS1 Sol Solar Terra Solar Solar Power South, LLC - Solar Solar Terra	RE Adams East, LLC - RE Adams East, L	Solar	196	0
Solar Star California XIX, LLC - AVS1 Sols Solar				0
Dumpjack Solar - Pulmpjack Solar Solar 231				0
Wildwood Solar - Wildwood Solar Solar 209				0
Lancaster Dry Farm Ranch B, LLC - Lanc Solar Lone Valley Solar Park I, LLC - Lone Valle Solar Lone Valley Solar Park II, LLC - Lone Valle Solar Lone Valley Solar Park II, LLC - Lone Valle Solar Lone Valley Solar Park II, LLC - Lone Valle Solar Rising Tree Wind Farm LLC - Rising Tree Wind 11111 Desert Sunlight 250 - Desert Sunlight 250 Solar Solar Star California XX, LLC - AVS 2 Sol Solar Lonacaster Little Rock C LLC - Lancaster L Solar Lonacaster Little Rock C LLC - Lancaster L Solar Lancaster Little Rock C LLC - Lancaster L Solar Lancaster Little Rock C LLC - Lancaster L Solar Lancaster Little Rock C LLC - Lancaster L Solar Lancaster Little Rock C LLC - Sunnr Solar Lone Solar Power Generation Station 1, Solar Lone Solar California XIX, LLC - AVS1 Sol Solar Lone Solar LLC - Vega Solar, LLC - Solar Lone Solar Lancaster Little Solar Solar Star California XIX, LLC - AVS1 Sol Solar Victor Dry Farm Ranch B LLC - Victor Dry Solar Victor Dry Farm Ranch B LLC - Victor Dry Solar Victor Dry Farm Ranch B LLC - Victor Dry Solar Lone Solar, LLC - Park Solar Lancaster Little				0
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Bising Tree Wind Farm LLC - Rising Tree Wind				0
Desert Sunlight 250 - Desert Sunlight 250 Solar 281				0
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Golden Springs Development Company L Solar 12				0
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Silver State Solar Power South, LLC - Silv Solar 12				0

Alta Wind X, LLC - Alta Wind X, LLC	Wind	210	
Highlander Solar 1, LLC - Highlander Sola		- 210	
Highlander Solar 2, LLC - Highlander Sola		-	
Desert Sunlight 250 - Desert Sunlight 250		72	
RE Victor Phelan Solar One LLC - RE Vic		-	
RE Columbia 3 LLC - RE Columbia 3 LLC		_	
RE Rosamond Two LLC - RE Rosamond		_	
Lytle Creek - Lytle Creek	Eligible Hydroelectric	1	
Oltmans SCE at Champagne - California I		-	
		-	
California PV Energy at Jurupa - California			
Desert Sunlight 250 - Desert Sunlight 250		-	
Desert Sunlight 250 - Desert Sunlight 250		-	
Solar Partners I, LLC - Ivanpah 2	Solar	1281	114.52
Solar Star California XIX, LLC - AVS1 Sol		-	
Solar Star California XX, LLC - AVS 2 Sol		-	
Desert Sunlight 250 - Desert Sunlight 250		-	
Desert Sunlight 250 - Desert Sunlight 250	Solar	-	
Solar Star California XX, LLC - AVS 2 Sol	Solar	-	
FTS Master Tenant 1, LLC - A - FTS Mas	Solar	-	
FTS Master Tenant 1, LLC - B - FTS Mas	Solar	-	
Orion Solar II, LLC - Orion Solar II, LLC	Solar	-	
Desert Sunlight 250 - Desert Sunlight 250	Solar	-	
Solar Star California XX, LLC - AVS 2 Sol		-	
SunE Solar XV Lessor, LLC - Hesperia	Solar		
Catalina Solar 2, LLC - Catalina Solar 2, L		-	
RE Adams East, LLC - RE Adams East, L		-	
Regulus Solar, LLC - Regulus Solar, LLC		_	
Solar Star California XIX, LLC - AVS1 Sola		92	
Solar Star California XIX, LLC - AVST Soli Solar Star California XIX, LLC - AVS1 Soli		-	
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Pumpjack Solar - Pumpjack Solar	Solar	\ <u>-</u>	
Wildwood Solar - Wildwood Solar	Solar	-	
Lancaster Dry Farm Ranch B, LLC - Lanc		-	
Lone Valley Solar Park I, LLC - Lone Valle		-	
Lone Valley Solar Park II, LLC - Lone Vall			
Rising Tree Wind Farm LLC - Rising Tree	Wind	139	
Desert Sunlight 250 - Desert Sunlight 250	Solar	-	
Solar Star California XX, LLC - AVS 2 Sol	Solar	-	
Lancaster Little Rock C LLC - Lancaster L	Solar	-	
Garnet Solar Power Generation Station 1,		-	
American Solar Greenworks, LLC - Summ		-	
/ega Solar, LLC - Vega Solar, LLC	Solar	-	
Solar Star California XIX, LLC - AVS1 Sola		-	
Victor Dry Farm Ranch A LLC - Victor Dry		-	
Victor Dry Farm Ranch B LLC - Victor Dry		-	
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Park Meridian 1 - Kona Solar, LLC - Park			
Terra Francesco 1 - Kona Solar, LLC - Te		-	
Rancho Cucamonga Distribution Center 1		-	
Rising Tree Wind Farm III LLC - Rising Tr		147	
McCoy Solar, LLC - Genesis McCoy Sola		-	
Coronal Lost Hills, LLC - Coronal Lost Hill	Solar	-	
Solar Star California XIX, LLC - AVS1 Sola		-	
Sunray Energy 3, LLC - Sunray Energy 3,	Solar	-	
Solar Star California XIX, LLC - AVS1 Sola	Solar	-	
Solar Star California XX, LLC - AVS 2 Sol	Solar	-	
CED Corcoran Solar 2, LLC - CED Corco		-	
Adelanto Solar II, LLC - Adelanto Solar II,		-	
CED Atwell Island West - CED Atwell Isla			
Adelanto Solar, LLC - Adelanto Solar, LLC		_	
	Solar	-	
SunE Solar XVI Lessor, LLC - SunE - Picc		-	
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McCoy Solar, LLC - Genesis McCoy Sola		-	
McCoy Solar, LLC - Genesis McCoy Sola		-	
Silver State Solar Power South, LLC - Silv		-	
Adera Solar, LLC - Adera Solar, LLC	Solar	-	
Citizen Solar B, LLC - Citizen Solar B	Solar	0≝	
Desert Stateline LLC - Stateline Solar, Blo		-	
Silver State Solar Power South, Block 2 a		-	
Silver State Solar Power South, LLC - Silv		-	
McCoy Solar, LLC - Genesis McCoy Sola	Solar	n -	
Desert Stateline LLC - Stateline Solar, Blo		-	
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McCoy Solar, LLC - Genesis McCoy Sola		-	
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Desert Stateline LLC - Stateline Solar, Blo		-	
Silver State Solar Power South, LLC - Silv		-	
Desert Stateline LLC - Stateline Solar, Blo		-	
Silver State Solar Power South, LLC - Silv		-	
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McCoy Solar, LLC - Genesis McCoy Sola		-	
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Copper Mountain Solar 4 - Copper Mount	ISIUCI	-	
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Copper Mountain Solar 4 - Copper Mount SEPV Mojave West, LLC - SEPV Mojave Silver State Solar Power South, LLC - Silv Ormat Dixie Valley, LLC - Ormat Dixie Va	Solar Geothermal	1487	
Copper Mountain Solar 4 - Copper Mount, SEPV Mojave West, LLC - SEPV Mojave Silver State Solar Power South, LLC - Silv Ormat Dixie Valley, LLC - Ormat Dixie Va Sierra - Sierra	Solar Geothermal Eligible Hydroelectric	1487 1	
Copper Mountain Solar 4 - Copper Mount SEPV Mojave West, LLC - SEPV Mojave Silver State Solar Power South, LLC - Silv	Solar Geothermal Eligible Hydroelectric Eligible Hydroelectric	1487	

Desert Stateline LLC - Stateline Solar, Blo		129	0
Desert Stateline LLC - Stateline Solar, Blo		341	0
Blythe Solar II, LLC - Blythe Solar II, LLC -	Solar	461	0
Blythe Solar II, LLC - Blythe Solar II, LLC -	Solar	470	0
Nicolis, LLC - Nicolis Solar PV Plant	Solar	190	0
Tropico, LLC - Tropico Solar PV Plant	Solar	132	0
Blythe Solar II, LLC - Blythe Solar II, LLC		446	0
Golden Solar, LLC - Dulles - Golden Solar		12	0
Blythe Solar II, LLC - Blythe Solar II, LLC		360	0
Broadview Energy, JN LLC - BEJN	Wind	3633	0
	Wind	2879	0
Broadview Energy KW, LLC - BEKW			0
Mesquite Solar 2, LLC - Mesquite Solar 2		1401	
Longboat Solar, LLC - Longboat Solar, LL		210	0
Rio Bravo Solar I - Rio Bravo Solar I	Solar	263	0
CED Ducor Solar 1, LLC - CED Ducor So		172	0
CED Ducor Solar 2, LLC - CED Ducor So		173	0
CED Ducor Solar 4, LLC - CED Ducor So		259	0
CED Ducor Solar 3, LLC - CED Ducor So	Solar	196	0
Rio Bravo Solar II - Rio Bravo Solar II	Solar	255	0
Wildwood Solar II - Wildwood Solar II	Solar	194	0
Freeway Springs, LLC - Freeway Springs	Solar	16	0
North Lancaster Ranch, LLC - North Lanc		179	0
Algonquin SKIC 10 Solar, LLC - Algonquir		74	0
Bishop Creek 2 - Bishop Creek 2 - Unit 2		24	0
Bishop Creek 4 - Bishop Creek 4 - Unit 2		20	0
Golden Springs Development Company,		9	0
Golden Springs Development Company,		4	0
		41	0
Bishop Creek 4 - Bishop Creek 4 - Unit 3			0
Bishop Creek 4 - Bishop Creek 4 - Unit 4			0
Bishop Creek 4 - Bishop Creek 4 - Unit 5		41	0
Portal Ridge Solar B, LLC - Portal Ridge S		235	0
Mill Creek 3 - Mill Creek 3 - Unit 4	Eligible Hydroelectric		0
Mill Creek 3 - Mill Creek 3 - Unit 5	Eligible Hydroelectric	15	0
Lundy - Lundy - Unit 2	Eligible Hydroelectric	15	0
Mound Solar Partnership XI, LLC - Antelo	Solar	21	0
El Cabo Wind - El Cabo Wind	Wind	5675	0
Panoche Valley Solar - Panoche Valley S	Solar	620	0
Tule Wind, LLC - Tule Wind, LLC	Wind	1430	0
Imperial Valley Solar 3, LLC - Mount Sign		3020	0
Panoche Valley Solar - Phase 2	Solar	345	0
Willow Springs 2 - Willow Springs 2	Solar	1200	0
Panoche Valley Solar - Panoche Valley S		435	0
			0
North Rosamond Solar, LLC - North Rosa		987	0
Mount Signal Solar Farm II - Mount Signa		1056	0
Sunshine Valley Solar - Sunshine Valley S		327	0
Valentine Solar, LLC - Valentine Solar, LL		1465	0
Voyager Wind I - Voyager Wind I	Wind	1989	0
Sun Streams, LLC - Sun Streams, LLC	Solar	2131	0
Golden Springs Building F, LLC - Golden	Solar	11	0
-	-	-	0
Bishop Creek 5 - Bishop Creek 5	Eligible Hydroelectric	26	0
Rush Creek - Rush Creek	Eligible Hydroelectric	82	0
Bishop Creek 5 - Bishop Creek 5 - Unit 2	Eligible Hydroelectric	33	0
Rush Creek - Rush Creek - Unit 2	Eligible Hydroelectric		0
Ontario 2 - Ontario 2	Eligible Hydroelectric	5	0
SunE Solar XVI Lessor, LLC - SunE - Roo		4	0
		4	0
Master Development - Corona, CA (1351) Kaweah 2 - Kaweah 2	Eligible Hydroelectric		0
	rename evaroelectric	6	
		005017	
Palo Verde	Nuclear	86591.7	0
Palo Verde Kerr Dam	Nuclear Large Hydroelectric	9890	0
Palo Verde	Nuclear		0 0

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Desert Stateline LLC - Stateline Solar, Blo	Solar	-	0
Desert Stateline LLC - Stateline Solar, Blo	Solar	-	0
Blythe Solar II, LLC - Blythe Solar II, LLC -	Solar	-	0
Blythe Solar II, LLC - Blythe Solar II, LLC -	Solar	·	0
Nicolis, LLC - Nicolis Solar PV Plant	Solar	-	0
Tropico, LLC - Tropico Solar PV Plant	Solar	_	0
Blythe Solar II, LLC - Blythe Solar II, LLC -		-	0
Golden Solar, LLC - Dulles - Golden Solar		-	0
Blythe Solar II, LLC - Blythe Solar II, LLC -		_	0
Broadview Energy, JN LLC - BEJN	Wind	-	0
Broadview Energy KW, LLC - BEKW	Wind		0
Mesquite Solar 2, LLC - Mesquite Solar 2		-	0
Longboat Solar, LLC - Longboat Solar, LL		-	0
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Rio Bravo Solar I - Rio Bravo Solar I	Solar	-	0
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CED Ducor Solar 4, LLC - CED Ducor So		-	0
CED Ducor Solar 3, LLC - CED Ducor So		-	0
Rio Bravo Solar II - Rio Bravo Solar II	Solar	-	0
Wildwood Solar II - Wildwood Solar II	Solar	-	0
Freeway Springs, LLC - Freeway Springs		-	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
North Lancaster Ranch, LLC - North Lanc		-	0
Algonquin SKIC 10 Solar, LLC - Algonquir	Solar	-	0
Bishop Creek 2 - Bishop Creek 2 - Unit 2	Eligible Hydroelectric	3	0 0 0
Bishop Creek 4 - Bishop Creek 4 - Unit 2	Eligible Hydroelectric	3	0
Golden Springs Development Company, I		1	0
Golden Springs Development Company, I		1	0
Bishop Creek 4 - Bishop Creek 4 - Unit 3		5	0
Bishop Creek 4 - Bishop Creek 4 - Unit 4		6	0
Bishop Creek 4 - Bishop Creek 4 - Unit 5		5	0
Portal Ridge Solar B, LLC - Portal Ridge S			0
Mill Creek 3 - Mill Creek 3 - Unit 4	Eligible Hydroelectric	2	0
Mill Creek 3 - Mill Creek 3 - Unit 5	Eligible Hydroelectric	2	0 0 0 0
Lundy - Lundy - Unit 2	Eligible Hydroelectric	2	0
Mound Solar Partnership XI, LLC - Antelo	Solar	3	0 0 0
El Cabo Wind - El Cabo Wind	Wind	3	0
Panoche Valley Solar - Panoche Valley - P		-	0
Tule Wind LLC Tule Wind LLC	Wind	178	0
Tule Wind, LLC - Tule Wind, LLC		- 170	0
Imperial Valley Solar 3, LLC - Mount Signs			0
Panoche Valley Solar - Phase 2	Solar	-	0 0 0
Willow Springs 2 - Willow Springs 2	Solar	-	0
Panoche Valley Solar - Panoche Valley S		-	0
North Rosamond Solar, LLC - North Rosa		1000	0
Mount Signal Solar Farm II - Mount Signa		1000	0
Sunshine Valley Solar - Sunshine Valley S		1000	0
Valentine Solar, LLC - Valentine Solar, LL		7 -	0 0 0 0
Voyager Wind I - Voyager Wind I	Wind	-	0
Sun Streams, LLC - Sun Streams, LLC	Solar	-	0
Golden Springs Building F, LLC - Golden		_	0
Ormat Dixie Valley, LLC - Ormat Dixie Va		142	0
Bishop Creek 5 - Bishop Creek 5	Eligible Hydroelectric	3	0 0 0 0
Rush Creek - Rush Creek	Eligible Hydroelectric	10	0
Bishop Creek 5 - Bishop Creek 5 - Unit 2	Eligible Hydroelectric	4	0
Rush Creek - Rush Creek - Unit 2	Eligible Hydroelectric	13	0
Ontario 2 - Ontario 2	Eligible Hydroelectric	1	0
SunE Solar XVI Lessor, LLC - SunE - Roo		_	0
Master Development - Corona, CA (1351		-	0
Kaweah 2 - Kaweah 2	Eligible Hydroelectric	1	0
Palo Verde	Nuclear	75496	0
Kerr Dam	Large Hydroelectric	110	0
Boundary Dam	Large Hydroelectric	110	0
Big Creek 3	Large Hydroelectric	28.986	0

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Desert Community Energy Board June 16, 2025



STAFF REPORT

Subject: Updates to Policy No. 18-13 Budget and Accounting Policies

Contact: Claude T. Kilgore, Director of Finance (ckilgore@cvag.org)

<u>Recommendation</u>: Approve updates to Policy No. 18-13 related to Budget and Accounting Policies

<u>Background:</u> Around the time of DCE's formation in 2018, the Budget and Accounting Policy was created as a guiding document covering the annual budget and audit processes. The policy has not been updated since the original version. Vice Chair Chavez recently alerted staff that the policy may need to be updated to better align with current practices and make certain clarifications.

One of the updates involved better aligning the budget presentation timing with operational practicality. Each year, certain key information necessary for developing critical aspects of the budget (for example, SCE's Power Charge Indifference Adjustment (PCIA), which affects DCE's revenue) is not released by SCE until May 15, 2025. This timing makes it challenging to present a draft budget earlier in the year which was in the original policy. Additionally, budget forecasts now include projections for future years, ensuring that the Board consistently reviews budget-to-actual information during the year. Furthermore, load forecasts and other data, such as staffing costs from CVAG, are finalized during April.

Other revisions aimed to clarify potentially confusing aspects of the original policy, such as when an emergency expense related to day-ahead or energy purchases may need to be made outside of previously budgeted amounts. The updated language provides clarity on these situations and instructs attempts to reach the Board Chair while ensuring that business operations can continue in extreme circumstances.

Minor clarifications were also made to properly reference accounting reports and items issued by the external auditors which had incorrect or outdated references.

Staff has reviewed the policy and is now recommending updates to Policy No. 18-13.

Fiscal Analysis: Updating the policy has no fiscal impact beyond staff time and resources.

Attachments:

- 1. Redline document with updates
- 2. Policy No. 18-13 Amended Budget and Accounting Policies



POLICY No. #18-13 - Amended

Budget and Accounting Policies

Subject: Guidelines for Agency Budgeting and Accounting Controls

Budget Policies:

- 1. The DCE Executive Director shall prepare and submit to the DCE Board of Directors a draft proposed Budget_-for the next following fiscal which shall be approved by the Board at a public meeting occurring not later than during the month immediately preceding the start of the respective fiscal year_year two months prior to the end of the then current fiscal year. DCE's Budget shall be in alignment with established DCE goals and shall reflect all DCE activities, including operating and capital programs, revenues and expenditures. DCE's budget shall be approved by the Board at a public meeting occurring not later than during the month immediately preceding the start of the respective fiscal year.
- 2. DCE's budget process, accounting practices and finances shall be kept separate from CVAG's budget process, accounting practices and finances.
- 3. DCE's annual budget shall be balanced. A balanced budget exists when total projected revenues are greater than or equal to total projected expenditures. Total revenues shall include all revenues from retail and wholesale sales of electricity, return on investments and withdrawals from reserve funds. Total expenditures shall include all operating expenses, capital programs, and contribution to reserve funds. Any increase in expenditures and or decrease in revenues that would cause the budget to become imbalanced and would require a budget revision is subject to Board approval. Any year-end surplus will be used to maintain or augment reserve levels with the balance available for programs and capital projects, debt reduction and/or one-time-only expendituresin accordance with Policy No. 18-10 Amended Financial Reserve Policy.
- 4. Once operational, long-term debt or bond financing shall not be used to support program operating expenses. Total annual debt service expense shall not exceed 10% of operating revenue unless otherwise approved by the Board. The percentage of debt service shall be reviewed annually.
- 5. Staff and relevant service providers will annually, as part of DCE's budget process, prepare a five-year financial forecast of revenues and expenditures for all operating funds, programs and capital projects. The forecast shall be used as a planning tool in developing the following year's budget.
- 6. The DCE Executive Director shall submit revenue and expenditure projections to the Board of Directors on a quarterly basis unless there are material changes in those

- projections, in which case the Board of Directors will be informed at the next Regular or Special Meeting of the Board.
- 7. Any expenditure expense in excess of the authorized total DCE Budget shall require prior approval by the Board of Directors, typically through a budget amendment. The Executive Director may, if he/she deems such excess budget expenditure expense to be of urgent importance in order to sustain operations related to day-ahead or other necessary energy purchases—a timely business—necessity, authorize such expenditure—expense via concurrence with the DCE Board Chair, when such concurrence can be attained in a timely manner. The excess expense amount and justification shall beand—reported the amount and justification for such expenditure—to the Board—no later than the next regularly scheduled Board meeting. The Executive Director shall establish procedures to ensure that proper controls are implemented for all DCE expenseditures.

Accounting Policies:

- 1. DCE will establish accounting practices that conform to Generally Accepted Accounting Principles (GAAP) for governmental entities as established by the Governmental Accounting Standards Board (GASB).
- 2. An independent firm of Certified Public Accountant (CPAs or Auditor) shall perform an annual financial audit meeting at least the and-minimum requirements for a complete set of financial statements in accordance with GAAP. The CPAs' Independent Auditor's Report (Opinion) on those financial statements an official comprehensive annual financial report (CAFR) shall be issued no later than 6 months following fiscal year-end.
- 3. A management letter The Auditor's Communication with Those Charged with Governance (SAS 114 Letter), the by-product of an annual audit, shall be presented to the DCE Board by the independent certified public accounting firm Auditor no later than 60 days from issuance release of DCE's complete set of financial statements and the accompanying CPAs' Opinion the Authority's CAFR. The Board shall have final approval over receive and file the audit each year.
- 4. DCE's <u>unaudited financial Accounting Sstatements</u>, including a <u>Balance SheetStatement</u> of Net Position and, a <u>Statement of Revenues</u>, <u>Expenses</u>, and <u>Changes in Net Position Profit and Loss Statement and a Supplementary Schedule of Capital Projects</u> shall be submitted to the DCE Board of Directors at least quarterly, or more frequently if conditions warrant or as directed by the Board.

Amended June 2025



POLICY No. 18-13 - Amended Budget and Accounting Policies

Subject: Guidelines for Agency Budgeting and Accounting Controls

Budget Policies:

- 1. The DCE Executive Director shall prepare and submit to the DCE Board of Directors a draft proposed Budget for the next following fiscal which shall be approved by the Board at a public meeting occurring not later than during the month immediately preceding the start of the respective fiscal year. DCE's Budget shall be in alignment with established DCE goals and shall reflect all DCE activities, including operating and capital programs, revenues and expenditures.
- 2. DCE's budget process, accounting practices and finances shall be kept separate from CVAG's budget process, accounting practices and finances.
- 3. DCE's annual budget shall be balanced. A balanced budget exists when total projected revenues are greater than or equal to total projected expenditures. Total revenues shall include all revenues from retail and wholesale sales of electricity, return on investments and withdrawals from reserve funds. Total expenditures shall include all operating expenses, capital programs, and contribution to reserve funds. Any increase in expenditures and or decrease in revenues that would cause the budget to become imbalanced and would require a budget revision is subject to Board approval. Any year-end surplus will be used to maintain or augment reserve levels in accordance with Policy No. 18-10 Amended Financial Reserve Policy.
- 4. Once operational, long-term debt or bond financing shall not be used to support program operating expenses. Total annual debt service expense shall not exceed 10% of operating revenue unless otherwise approved by the Board. The percentage of debt service shall be reviewed annually.
- 5. Staff and relevant service providers will annually, as part of DCE's budget process, prepare a five-year financial forecast of revenues and expenditures for all operating funds, programs and capital projects. The forecast shall be used as a planning tool in developing the following year's budget.
- 6. The DCE Executive Director shall submit revenue and expenditure projections to the Board of Directors on a quarterly basis unless there are material changes in those projections, in which case the Board of Directors will be informed at the next Regular or Special Meeting of the Board.

7. Any expense in excess of the authorized total DCE Budget shall require prior approval by the Board of Directors, typically through a budget amendment. The Executive Director may, if he/she deems such excess budget expense to be of urgent importance in order to sustain operations related to day-ahead or other necessary energy purchases, authorize such expense via concurrence with the DCE Board Chair, when such concurrence can be attained in a timely manner. The excess expense amount and justification shall be reported to the Board no later than the next regularly scheduled Board meeting. The Executive Director shall establish procedures to ensure that proper controls are implemented for all DCE expenses.

Accounting Policies:

- 1. DCE will establish accounting practices that conform to Generally Accepted Accounting Principles (GAAP) for governmental entities as established by the Governmental Accounting Standards Board (GASB).
- 2. An independent firm of Certified Public Accountant (CPAs or Auditor) shall perform an annual financial audit meeting at least the minimum requirements for a complete set of financial statements in accordance with GAAP. The CPAs' Independent Auditor's Report (Opinion) on those financial statements shall be issued no later than 6 months following fiscal year-end.
- 3. The Auditor's Communication with Those Charged with Governance (SAS 114 Letter), the by-product of an annual audit, shall be presented to the DCE Board by the independent Auditor no later than 60 days from release of DCE's complete set of financial statements and the accompanying CPAs' Opinion. The Board shall receive and file the audit each year.
- 4. DCE's unaudited financial statements, including a Statement of Net Position and a Statement of Revenues, Expenses, and Changes in Net Position shall be submitted to the DCE Board of Directors at least quarterly, or more frequently if conditions warrant or as directed by the Board.

Amended June 2025

Desert Community Energy Board June 16, 2025



STAFF REPORT

Subject: DCE Fiscal Year 2025-26 Budget

Contact: Claude T. Kilgore, Director of Finance (ckilgore@cvag.org); and

Jiajing Cheng, Accountant (icheng@cvag.org)

<u>Recommendation</u>: Adopt Resolution 2025-04 approving Desert Community Energy's Fiscal Year 2025-26 Budget

<u>Background:</u> By the end of June each year, DCE staff prepares a detailed budget for the next following fiscal year for Board's review and approval. DCE's Fiscal Year 2025-26 Budget, covering the period from July 1, 2025 through June 30, 2026, represents DCE's sixth full year of operations for its electricity customers in the City of Palm Springs. A high-level preview of the 2025-26 budget was presented at the May 2025 meeting of the DCE Board, including an overview of major budget assumptions. The discussion will continue at the June 2025 Board meeting, where DCE staff will provide more comprehensive details on the key assumptions, facts, and figures used to develop the budget, and request the Board to consider budget approval as required by the DCE Joint Powers Agreement.

The annual budget serves as a guiding document for the upcoming fiscal year. Quarterly budget-to-actual reports are presented to the DCE Board of Directors to ensure ongoing oversight of public funds, track year-to-date activity, and communicate current events and changes in expected activities.

Several important fiscal policy changes are represented in the 2025-26 budget and were propelled by S&P Global Ratings (S&P)'s recent issuance of an investment-grade credit rating to DCE. S&P's credit report outlined several improvements to some of DCE's standing practices and policies, which were presented to the DCE Board of Directors in previous meetings. A major item from S&P included rate-setting to ensure DCE meets its annual revenue requirements, which is measured in the form of DCE's Fixed Charge Coverage (FCC) ratio. DCE followed S&P's methodology for calculating DCE's FCC ratio and to subsequently arrive at DCE's 2025-26 revenue requirement. This is calculated by taking net revenue plus 50% of fixed power purchase agreement (PPA) expenses, divided by 50% of PPA expenses. S&P expects DCE to maintain a FCC above 2.0x in the coming years. The proposed budget aims for a ratio of approximately 2.1x. The 2.1x target should provide ample opportunity to surpass the 2.0x expectations set by S&P, while also allowing for some flexibility in case revenues do not come in as anticipated or expenses track up from original budgeted amounts.

By ensuring DCE meets its FCC obligations, the Board safeguards the financial stability necessary to maintain local control, provides customers with a reliable energy portfolio, and shields them from unpredictable energy market fluctuations. This approach not only supports more predictable energy bills but also ensures customers benefit from long-term agreements that stabilize costs and enhance energy reliability, making it a choice that directly serves their best interests.

DCE's total revenue is projected at nearly \$67.1 million. DCE wholesale power supply costs are projected at about \$59 million while total non-power operating costs are roughly \$3.9 million. Consequently power, operating, and non-operating costs are about \$63 million. If one subtracts that amount from the total DCE revenue of \$67.1 million, it leaves an increase of approximately \$4.1 million – a net position that is expected to be accumulated for reserves. The budgeted expenses include a number of contractual services, and, at the request of Vice Chair Chavez, this report includes a listing of the non-energy contracts.

The proposed budget also anticipates a \$500,000 match for customer programs offered by the City of Palm Springs and/or programs developed and offered by DCE itself. This match, which would come back to the Board for approval, could include supporting the City of Palm Springs' proposed reach code ordinances with incentives for customers who carry out qualifying energy efficiency upgrades, further helping the City of Palm Springs reduce its greenhouse gas emissions.

In December 2024, the Board approved and amended DCE's financial reserves policy which created special reserve categories in addition to accumulation of basic reserves. The special reserves include four reserves: customer programs, procurement, market stabilization, and FCC. Special reserves are treated independently from the basic reserve and are not aggregated. The 2025–26 budget projections indicate that DCE is on track to meet the minimum financial reserve levels equal to 50 percent (180 days) of total power and operating costs targeted by its amended financial reserve policy, with an estimated cash reserve balance of approximately \$31.5 million by fiscal year-end. This accomplishment will enhance DCE's financial health and stability and signify a critical milestone in DCE's financial journey. Given the timing of minimum basic reserve accumulation occurring near the end of the fiscal year, DCE staff are not yet recommending the creation of any Special Reserves in 2025-26 but will be working with the Board of Directors to develop target reserve amounts in the future.

Staff is recommending the Board approve Resolution 2025-04 and adopt the budget. Staff will continue to monitor factors such as power supply costs, retail sales receipts, climate impacts, regulatory mandates, and other elements throughout the fiscal year. As actual revenues and expenses occur, any necessary budget adjustments will be presented to the Board accordingly.

Fiscal Analysis: The projected revenues and expenses for DCE are outlined in the budget itself.

Attachments:

- 1. Resolution No. 2025-04
- 2. DCE's Fiscal Year 2025-26 Budget
- 3. Summary of Non-Energy Contracted Services

RESOLUTION NO. 2025-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF DESERT COMMUNITY ENERGY APPROVING FISCAL YEAR 2025-26 ANNUAL BUDGET

THE BOARD OF DIRECTORS OF DESERT COMMUNITY ENERGY DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:

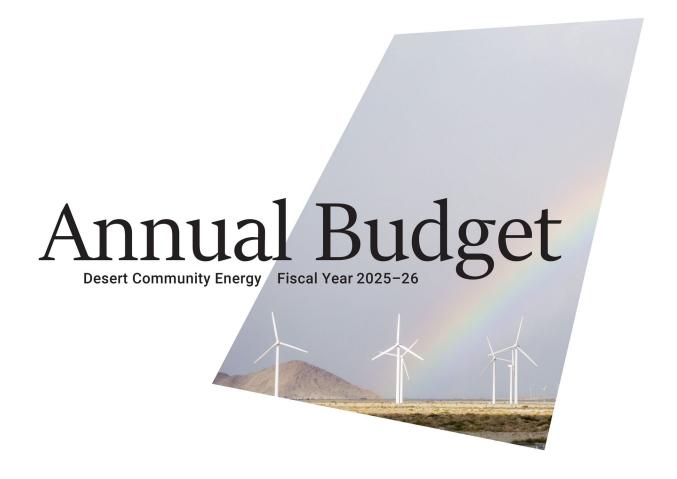
- A. Desert Community Energy ("DCE") is a joint powers authority established on October 30, 2017 for the purpose of implementing community choice aggregation programs under Public Utilities Code Section 366.2;
- B. Under Section 5.3.1 of the DCE Joint Powers Agreement the Board of Directors is to approve an annual budget by June 30th of each year for the next following fiscal year;
- C. This budget pertains to Fiscal Year July 1, 2025, through June 30, 2026;
- D. The DCE Fiscal Year 2025-26 Budget was presented to the Board of Directors at a duly noticed public meeting for its consideration, approval and adoption.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DESERT COMMUNITY ENERGY, AS FOLLOWS:

Section 1. Approval of Fiscal Year 2025-26 Annual Budget. The Board of Directors hereby approves the DCE Fiscal Year 2025-26 Budget.

PASSED AND ADOPTED at a meeting of the Board of Directors of Desert Community Energy held on this 16th day of June, 2025.

ATTEST:				
	rnstein, Chair mmunity Energ	у	Tom Kirk, Secretary Desert Community Energy	
AYES:	NAYS:	ABSENT:	ABSTAIN:	











From the Executive Director

TO THE HONORABLE MEMBERS OF DESERT COMMUNITY ENERGY

The City of Palm Springs and the City of Palm Desert

JUNE 16, 2025

VER ITS FIVE YEARS OF OPERATIONS, Desert Community Energy has worked tirelessly to achieve the goals we set when first supplying electricity to Palm Springs as a community choice aggregator (CCA) in 2020. First and foremost, we have worked to exceed the State's targets for reducing greenhouse gas (GHG) emissions. We have done so while also prioritizing consumer choice and price stability, accessing local clean energy sources, and offering an affordable alternative to Southern California Edison (SCE).

Our progress toward improving the environment and supporting the community of Palm Springs can be measured directly. Because DCE serves 84% of Palm Springs' electric customers, we have helped the City reduce its GHG emissions by an average of 78,000 metric tons per year. Enrollment in DCE's Carbon Free energy product remains the default for its customers and triggers the majority of this reduction, which is the equivalent of eliminating 430 railcars' worth of coal burned annually.

DCE also works locally to provide economic benefits and reinvest in our communities. Our electricity procurement prioritizes alternative fuel energy that is generated in Palm Springs, and in December 2024, we added a fourth long-term Power Purchase Agreement. With the new San Gorgonio Westwind-Phoenix project, DCE now purchases a total of 44.2 megawatts (MW) of carbon-free electricity generated by wind, creating 100+ clean energy jobs (including construction and permanent). We also increased DCE's pro-rata share of the Cape Generating Station 1 project with Fervo Energy from 3 MW to 4 MW of geothermal energy and are working to identify solar, wind, or battery opportunities in connection with CVAG's Addressing Climate Change, Emergencies and Sand Storms (ACCESS) project along Indian Canyon Drive.

DCE's work is gaining momentum, as seen by our progress toward financial goals. In 2024, DCE achieved a 'BBB' issuer credit rating with a stable outlook from S&P Global Ratings (S&P). This investment-grade rating provides a strong public statement about our improved financial stability and will give DCE the opportunity to expand its investments and continue to reduce the cost of providing electricity. As of March 2025, S&P rated SCE Corporate at BBB with a negative outlook, which is lower than the rating assigned to DCE. Additionally, only a few other CCAs have received investment-grade credit ratings.

We continue to have a positive impact on the community. DCE maintains the Desert Saver option for customers, which offers the lowest-cost electricity option for Palm Springs residents. We have restarted the Community Advisory Committee for the 2024–26 calendar year membership term,

and its members will advise the Board on matters such as outreach, education, and programs aimed at addressing energy affordability.

I am pleased to share the fiscal year 2025–26 budget for your review and approval. The budget builds on our efforts over the past five years and provides a strong foundation for future success. It reflects the recently updated Rate Stabilization Schedule, which ensures that Carbon Free rates are based on revenue requirements, meet fixed charge coverage ratios, and respond to the changing regulatory framework. The budget also indicates DCE's sustained achievement of robust financial reserves. When adjusted for \$8,000,000 committed from bank revolving credit, DCE consistently maintains a minimum of 180 days of cash on hand. This is a significant indicator of financial stability, illustrating that DCE possesses sufficient liquidity to cover at least 50 percent of one year's operating expenses at any given time. In the new budget year, DCE anticipates this liquidity to continue growing from its own cash reserves, as well as from increased credit commitments from its banking partner.

Moving forward, DCE will continue to investigate cost-effective renewable energy and battery energy storage resources to meet DCE's climate action goals and help ensure future rate stability. As opportunities arise that meet both climate action and economic goals, DCE will maintain an emphasis on carbon-free energy projects and work to augment financial reserves. We aim to research and launch residential and commercial customer programs in the near future, including ones in support of the City of Palm Springs' anticipated new building codes.

I want to close by thanking DCE's staff for all their hard work in providing clean energy to our customers and achieving our financial targets. New staff are stepping into their roles with the same enthusiasm as their predecessors for a more sustainable Coachella Valley.

As we look ahead, I am excited to work with you to provide positive outcomes for the communities we serve.

Tom Kirk
Executive Director
Desert Community Energy

About Desert Community Energy

ESERT COMMUNITY ENERGY (DCE) is a California joint powers authority (JPA) formed to offer a Community Choice Aggregation (CCA) program in the desert region of Riverside County. DCE was established in October 2017 to meet the environmental and economic goals of member agencies, including competitive electric rates, greenhouse gas reductions, local control, and local economic benefits. The original JPA was formed among the cities of Palm Springs, Cathedral City, and Palm Desert. However, the City of Cathedral City withdrew from DCE effective July 1, 2021. While DCE formed in 2017, it only began serving load on April 1, 2020, for one of its member agencies, the City of Palm Springs. The next possible launch date for the City of Palm Desert is 2028.

DCE is governed by a Board of Directors (the Board), consisting of one director appointed by each member of the JPA. Directors are elected officials or senior staff of the appointing member. Each JPA member may also appoint an alternate to serve in the absence of its director. All Board meetings are conducted in accordance with the provisions of the Ralph M. Brown Act.

The Board has established policies that promote the financial health of the agency, including an Energy Risk Management Policy and a Financial Reserve Policy. The Board follows a fiscally conservative course with a near-term emphasis on building financial reserves. DCE targets, during the initial years of operation, to fund financial reserves with the following objectives:

- Establish long-term business sustainability.
- Build collateral for power procurement activities.
- Maintain an investment-grade credit rating.
- Develop a source of funds for investment in local programs.
- Stabilize rates and dampen year-to-year variability in procurement costs.

Pursuant to an Implementation and Management Services Agreement first approved in 2017 and extended for a further five years in 2022, DCE has contracted with the Coachella Valley Association of Governments (CVAG) to provide administrative and staffing services. Staff support includes meeting coordination, support to the Board, oversight of consultants, and coordination of CCA implementation. Additionally, CVAG staff provide administrative support and accounting services, including budget preparation, oversight of the annual audit, and management of various DCE funds. Of the CVAG employees providing support for the CCA program, each only spends part of their time on the CCA program. DCE reimburses CVAG for all staff time incurred, as well as non-employee costs, such as supplies, legal services, consultant services, and equipment, that are incurred while performing the services.

In addition to staffing provided by CVAG, as discussed above, DCE is supported by a solid team of contractors with expertise in the energy industry and CCA operations. This team helps DCE navigate the volatile energy markets and increasingly complicated regulatory environment that has marked the period since DCE's 2020 launch and is expected to continue.

As noted above, DCE began serving load in April 2020 for one of its member agencies, the City of Palm Springs. Through DCE, customers within the service area can take advantage of opportunities granted by Assembly Bill 117, also known as the Community Choice Aggregation Law. DCE

implements sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient, and renewable resources available in the region.

The California Public Utilities Code provides the relevant legal authority for DCE to serve as a CCA and vests the California Public Utilities Commission (CPUC) with regulatory oversight of DCE, as provided by statute. DCE's Implementation Plan was certified by the CPUC in March 2018. DCE is also registered with Southern California Edison (SCE) and works closely with them on CCA program implementation.

DCE works to provide overall rates that are lower or competitive with those offered by SCE for similar power supplies, to supply an energy portfolio that prioritizes reducing greenhouse gas emissions and utilizing local renewable resources, and to establish local control. The benefits to consumers include the ability to reduce energy costs and stabilize rates, improve the local and regional economy, and increase local electric generation reliability.

Budget Overview

HE DCE FISCAL YEAR 2025–26 BUDGET, covering the period from July 1, 2025, through June 30, 2026, pertains to DCE's sixth full year of operations for its electricity customers in the City of Palm Springs. The annual budget serves as a guiding document for the upcoming fiscal year. Quarterly budget-to-actual reports are presented to the DCE Board of Directors to ensure ongoing oversight of public funds, track year-to-date activity, and communicate current events and changes in expected activities. Due to the nature of projections and the various inputs and assumptions used to derive these budgeted figures, they are prone to change and may be reviewed by the Board for further revision at a future date during the fiscal year. This method enables modifications that align with present business needs and revised forecasts while meeting the minimum financial criteria established by the Board.

Several important fiscal policy changes are represented in the 2025–26 budget. In the summer of 2024, DCE engaged S&P Global Ratings (S&P) to discuss DCE's business operations, financial viability, and seeking an Issuer Credit Rating. S&P ultimately issued a report providing DCE with an investment-grade credit rating opinion of 'BBB.' Overall, it indicates that DCE has an adequate capacity to meet its financial commitments; however, it is more susceptible to adverse economic conditions compared to higher-rated entities. This investment-grade credit rating was welcome news, as it reflects DCE's improved financial metrics, enhanced liquidity, and stable customer base over the last five years. Not all Community Choice Aggregators (CCAs) have attained investment-grade credit ratings, and several of them are more established entities than DCE. With its investment-grade credit rating, DCE can establish a stronger credit profile and negotiate more effectively with counterparties.

In its report, S&P also suggested improvements to some of DCE's standing practices and policies, which were presented to the DCE Board of Directors throughout 2024–25. These included greater budgetary control, an updated financial reserves policy, as well as an enhanced Rate Stabilization Schedule (RSS). The DCE Board approved an update to DCE's financial reserve policy, which introduced new special reserve categories, including customer programs, procurement, market stabilization, and a fixed charge coverage special reserve. Further discussion and a preview of targeted financial reserves can be found in the section titled "Projected Cumulative Reserves."

The updated RSS, approved by the Board at its March 2025 meeting, separated DCE's Carbon Free product rate and revenue requirements from a rate premium on SCE's bundled base product. The amended RSS provides that DCE's Carbon Free rates, together with any RSS adjustment, are to be based on DCE's Carbon Free full revenue requirements, as identified through budgetary processes, including Board-approved financial reserve accumulation, meeting fixed charge ratios, and responding to power market and regulatory changes. Setting electric rates to meet revenue requirements involves prudent utility business practices, maintaining an investment-grade credit rating, and meeting the expectations of power supply counterparties. The RSS maintains the establishment of Desert Saver rates at a discount to SCE's bundled base average bill, which affords budget-conscious customers a cost-effective rate choice.

Another key recommendation made by S&P was to provide rate-setting flexibility to ensure DCE meets its annual revenue requirements, which is measured in the form of DCE's Fixed Charge Coverage (FCC) ratio. S&P calculates DCE's FCC ratio as net revenue plus 50% of fixed power

purchase agreement (PPA) expenses divided by 50% of PPA expenses. S&P expects DCE to maintain an FCC above 2.0x in the coming years. The proposed budget aims for a ratio of approximately 2.1x, calculated by adding Net Revenue of \$4.1 million with 50% of PPA Expenses of \$3.7 million, then dividing by 50% of PPA Expenses, again \$3.7 million. Taking rounding into account, (4.1+3.7)/3.7 equals 2.1. The 2.1x target should provide ample opportunity to surpass the 2.0x expectations set by S&P while also allowing for some flexibility in case revenues do not come in as anticipated or expenses track up from the original budgeted amounts.

Setting DCE's revenue requirement to achieve this FCC in the 2025–26 budget aligns with S&P's recommendations and seeks to reduce DCE's vulnerability to adverse economic conditions while establishing a consistent record of FCC and liquidity. To achieve this revenue requirement, DCE Carbon Free generation rates are anticipated to increase slightly as of July 1, 2025. This follows two successive generation rate decreases by DCE in June and October 2024 and a rate increase in June 2025. The total bundled bill average dollar amount increase for a domestic Carbon Free customer is approximately \$5.93, or 2.68 percent, and for a Carbon Free commercial account is approximately \$9.75, or 3.01 percent. DCE staff will continue to monitor DCE's liquidity and FCC ratios throughout the fiscal year, as well as SCE's PCIA and market price benchmarks through regulatory filings. Although the current revenue requirement is considered adequate for budgetary purposes, adjustments may be necessary based on changes in the previously mentioned factors. Any revisions to the revenue requirement will be communicated to and/or approved by the Board via quarterly budgetary reports or the RSS.

To highlight the significance of DCE meeting its FCC coverage ratios for 2025-26, S&P noted in its report that "We could lower the rating if FCC falls significantly short of projections due to restricted rate-setting flexibility that impedes adequate cost recovery or a substantial increase in the opt-out rate that significantly reduces revenue." Conversely, S&P noted, "We could raise the rating if management establishes a healthy track record of FCC and liquidity while continuing to secure additional power contracts that reduce open positions and provide for predictable costs. In addition, a low and stable customer opt-out rate would also support an upgrade." Maintaining and/or receiving an upgraded investment-grade credit rating is of paramount importance for not only DCE's near-term financial activities but also for its ability to continue securing long-term power purchase agreements with fixed costs. These agreements play a crucial role in stabilizing the energy portfolio and shielding customers from the unpredictable fluctuations of volatile energy markets, thereby avoiding the sudden financial strain caused by rising electricity costs. By ensuring DCE meets its FCC obligations, the Board safeguards the financial stability necessary to maintain local control, provides customers with a reliable energy portfolio, and shields them from unpredictable energy market fluctuations. This approach not only supports more predictable energy bills but also ensures customers benefit from long-term agreements that stabilize costs and enhance energy reliability, making it a choice that directly serves their best interests.

The proposed budget also includes a \$500 thousand match for customer programs offered by the City of Palm Springs and/or programs developed and offered by DCE itself. This could include supporting the City of Palm Springs' proposed reach code ordinances with incentives for customers who carry out qualifying energy efficiency upgrades, further helping the City of Palm Springs reduce its greenhouse gas emissions. Although the customer program match has been budgeted, the program's details are still being finalized and will be presented to the Board during the fiscal year.

The proposed budget is a planning document, and staff will monitor factors such as power supply costs, retail sales receipts, climate impacts, regulatory mandates, and other elements throughout

the year. As actual revenues and expenses occur, any necessary budget adjustments will be presented to the Board accordingly.

BUDGET ASSUMPTIONS

DCE's major 2025-26 budget assumptions include:

- 1. Full accrual accounting practices are implemented in line with US Generally Accepted Accounting Principles (GAAP) for enterprise funds.
- 2. Palm Springs is the only city where DCE is actively serving CCA customers.
- 3. Projected loads, resources, and costs will utilize TEA's May 21, 2025 financial model, inclusive of information filed by SCE in its May 15, 2025 application to the CPUC for its 2026 Energy Resource Recovery Account (ERRA).
- 4. DCE will develop its budget to ensure that the net margin after expenses exceeds 2.0x Fixed Charge Coverage ratio.
- 5. DCE will see an opt-down rate of about 16 percent, meaning those DCE customers are choosing Desert Saver over the 100% Carbon Free default product.
- 6. Board-approved rate-setting objectives are met as outlined in DCE's Amended Rate Stabilization Schedule, which became effective April 1, 2025.
 - a. DCE's Carbon Free rates are to be based on DCE's Carbon Free full revenue requirements, including Board-approved financial reserve accumulation, meeting fixed charge ratios, and responding to power market and regulatory changes.
 - b. The residential Desert Saver customer bill, on average, is to maintain an average 0.0–1.0 percent discount versus Southern California Edison's current non-CARE residential base product average total monthly bill.
- 7. DCE will provide specific funding for new customer programs in its service territory. This includes a matching contribution supporting the City of Palm Springs' reach code ordinances, if adopted by the City Council. These would include incentives for homeowners who carry out qualifying energy efficiency upgrades, which would help the City of Palm Springs further reduce its greenhouse gas emissions.
- 8. Non-energy costs will be estimated with inflationary increases on a budget-line level to reflect budgetary conservatism.
- 9. Cost allocation and rate setting are based on cost recovery, fairness, and equity.
- 10. DCE meets regulatory, legislative, and operating requirements.
- 11. DCE continues ongoing collaboration with CalCCA, other CCAs, and public power groups.
- 12. DCE maintains necessary and adequate internal staffing and continues the contract support relationship with the Coachella Valley Association of Governments (CVAG).
- 13. DCE will monitor and adjust forecasted retail loads, revenues, and costs based on actual experience and revise expectations accordingly throughout the forthcoming year.
- 14. DCE follows adopted Board policies and objectives. Full accrual accounting practices are implemented in accordance with US GAAP for enterprise-type funds, and the net position will differ from the cash on hand.

PRIOR YEAR BUDGET TO ACTUALS AND NEW PROPOSED BUDGET

Table 1 presents a comparison between the estimated actual results for the end of fiscal year 2024–25 compared to DCE's amended 2024–25 budget. The estimates are based on at least ten months of actual revenue and expenditures through April 2025. For May and June 2025, it includes financial modeling approximations for energy procurement costs and revenue projections as provided by The Energy Authority (TEA). These estimated amounts may differ slightly from year-end actual results.

Table 1: DCE Prior Year Budget to Actuals and Fiscal Year 2025-26 Proposed Budget

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	Amende	orolecte	LAS Actual Budget	Joet Gudget	Gudget 25 AC
	24-25 Amended	24-25 Projected	Arita betuak budak	ggt 25-72-72-72-75-P	25 26 Budget 25 Active
Revenues					
Net Retail Sales	\$ 66,414,515	\$ 63,459,624	95.6% \$ 66,127	,877 \$ 2,668,253	104.2%
Other Revenues	\$ 3,515,874	\$ 5,027,213	143.0% \$ 986	,606 \$ (4,040,607	19.6%
Total Revenues	\$ 69,930,389	\$ 68,486,836	97.9% \$ 67,114	,483 \$ (1,372,354	98.0%
Bower Sumply Coats					
Power Supply Costs Wholesale Power Supply	\$ 62,992,626	\$ 62,413,986	99.1% \$ 59,050	,459 \$ (3,363,527	94.6%
Wholesale Fower Supply	\$ 62,992,026	\$ 02,413,960	99.1% \$ 59,050	,439 \$ (3,303,527	94.0%
Non Power Operating Costs					
DCE Position Support	\$ 732,132	\$ 659,416	90.1% \$ 923	,980 \$ 264,564	140.1%
Contract and Other Labor	\$ 333,075	\$ 273,992	82.3% \$ 355	,440 \$ 81,448	129.7%
CVAG Related Facilities Support	\$ 156,145	\$ 213,645	136.8% \$ 281	,773 \$ 68,128	131.9%
Wholesale Support Services	\$ 1,545,457	\$ 1,534,023	99.3% \$ 1,596	,678 \$ 62,655	104.1%
Retail Business Support Activities	\$ 23,894	\$ 17,594	73.6% \$ 33	,800 \$ 16,206	192.1%
Other Customer Programs	\$ 76,628	\$ 10,628	13.9% \$ 510	,000 \$ 499,372	4798.6%
Other Operating Costs	\$ 259,545	\$ 142,977	55.1% \$ 181	,348 \$ 38,371	126.8%
Total Non Power Operating Costs	\$ 3,126,877	\$ 2,852,275	91.2% \$ 3,883	,019 \$ 1,030,744	136.1%
Non Operating Costs					
RLOC/SBLC Fees	\$ 50,400	\$ 50.400	100.0% \$ 53	.925 \$ 3.525	107.0%
NEOO/ODEO 1 665	ψ 50,400	Ψ 50,400	100.0 /0 φ 55	,σ25 φ 3,525	107.070
Total Power/Op/NonOp Costs	\$ 66,169,903	\$ 65,316,661	98.7% \$ 62,987	,403 \$ (2,329,258	96.4%
Retail Load (MWh, net of losses)	389,993	376,330	96.5% 383	,128 6,798	101.8%

The 2024–25 projected actual Total Revenues are lower than the budgeted amounts by approximately 2.1 percent, or \$1.4 million. This is primarily due to DCE's actual retail loads being lower than the budgeted forecasts, particularly for March and April 2025, which were estimated at the time of the final budget amendment. Actual load results for May and June 2025 are still pending, and depending on weather patterns, these results may be higher or lower than currently projected. Simultaneously, Other Revenues are expected to be approximately \$1.5 million higher than budgeted due to factors such as increased interest income and the sale of certain energy portfolio positions during the year. Total Power, Operating, and Non-Operating Costs are anticipated to be below budget by roughly \$900 thousand, which is welcome news as certain energy costs have shown downward trends in recent months, and non-power operating costs continue to come in under budget. This trend continues into the budget year 2025–26.

Budgeted Net Retail Sales in 2025–26 are expected to increase by approximately 4.2 percent compared to the estimated actuals for 2024–25. This reflects projected rate adjustments in line with revenue requirements, as well as projected increases in load, which are primarily based on the trend in customer counts over the past three years and the state's push toward electrification and electric vehicles. Total Revenue in 2025–26 is projected to decline due to a reduction in planned sales of energy portfolio positions. Additionally, investment income has been budgeted more conservatively owing to uncertainties in the interest rate environment, with strong indicators suggesting that yields on investment products in which DCE invests will experience a downward trend in the coming year.

Projected 2025–26 Total Power, Operating, and Non-Operating Costs are expected to decrease by approximately 3.6 percent versus 2024–25 estimated actuals, reflecting a more stable power market augmented by DCE's wholesale supply hedging activities.

DRAFT 06/06/2025

With respect to the 2025–26 Non-Power Operating Costs, it is projected that these expenses will be approximately \$1 million higher than the estimated actual costs for 2024–25. The DCE customer incentive program match with the City of Palm Springs is the largest driver for increased non-power operating costs. The increase is also partly attributed to conservative budgeting practices, as actual expenditures typically fall below their budgeted amounts.

Additionally, several factors are projected to elevate these costs in 2025–26. These include ongoing inflationary pressures on base costs, a rise in banking fees to free funds for greater return on investment, and higher consultant and staff costs required to operate new programs. Moreover, there will be increased legal costs to assist DCE in navigating statewide Resource Adequacy and Mid-Term Reliability, as well as other CPUC requirements, and ensuring fair representation of DCE customers in dealings with SCE. Additionally, membership dues are expected to increase as DCE continues to work with other CCAs on important industry representation and CPUC proceedings.

DCE is staffed by CVAG under an existing staffing agreement. Effective for 2025–26, budgeted salary increases, including those for promotions, averaged about 4 percent, along with a 2.9 percent Cost of Living Adjustment. Additionally, CVAG is implementing a new ERP system, which will enable DCE to fully integrate its contracting, accounts payable and receivable, chart of accounts, and financial reporting systems. This integration will result in streamlined processes and new efficiencies. The initial investment in the ERP system includes several one-time costs, such as consulting fees for ERP implementation and temporary support for staff overseeing the project. DCE's unique relationship with CVAG enables DCE to achieve cost savings compared to procuring such a system independently.

Since its inception, DCE has depended on several external consultants and will continue to rely on the expertise of TEA, Don Dame Consulting, Calpine, and other consultants. Furthermore, in line with the original organizational strategies, as more internal expertise is acquired, DCE staff will continue to assimilate a greater share of the direct work effort and reduce the use of consultants where possible and practical. Additional staff effort is required to address increasing operating and regulatory complexities engendered by climate change and the transition from carbon-based electricity production. Thus, DCE's regulatory, customer service, business policy, and programming needs continue to grow, and responding to those needs, at least in part with internal staff, will provide organizational benefits. Ongoing synergies are also expected to be achieved via the utilization of CVAG's expertise and capabilities.

When DCE was established, plans were in place for three active members. The original Implementation Plan, created around the formation of the JPA, demonstrated pro forma revenues, expenses, and cumulative reserves at levels that accounted for all three members; however, the City of Palm Springs remains the only population served by DCE. Therefore, these budgeted figures, compared to the pro forma in the Implementation Plan, remain below the targeted levels. This budget document presents the most relevant revenues, expenses, and related cumulative reserve accumulation for DCE.

HIGH-LEVEL BUDGET OVERVIEW

Chart 1 provides a high-level budget overview for fiscal year 2025–26:

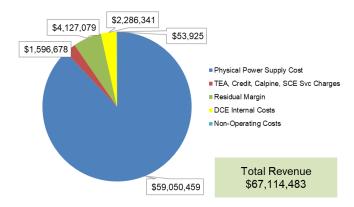


Chart 1: Fiscal Year 2025–26 Accrual Budget

The blue area represents total physical power supply costs of approximately \$59 million, which comprise about 93 percent of DCE's total operating costs. The red area represents DCE's wholesale vendor services charges from TEA, Calpine, and SCE, attributable to CCA, totaling approximately \$1.6 million. The yellow slice represents the budget portion of DCE's non-power operating costs attributable to CCA operations (including CVAG services and facilities utilization), totaling approximately \$2.3 million. Non-operating costs are projected to be less than \$100 thousand. The green slice shows projected accrual net margins of \$4.1 million projected available for reserves (see Chart 2 for further discussion of reserves).

BUDGET SUMMARY DETAIL

Table 2 shows the fiscal year 2025–26 budget summary:

Line			MWh Load:	383,128
1	Revenues	FY2025-26	Avg \$/Month	Avg \$/MWh
2	Retail Sales, Net of Uncollectible Accounts	\$ 66,127,877	\$ 5,510,656	\$ 172.60
3	Other Revenue	\$ 986,606	\$ 82,217	\$ 2.58
4	Total DCE Revenue	\$ 67,114,483	\$ 5,592,874	\$ 175.18
5	Power Costs			
6	DCE Wholesale Power Supply	\$ 59,050,459	\$ 4,920,872	\$ 154.13
7	DCE Operating Costs			
8	DCE Position Support	\$ 923,980	\$ 76,998	\$ 2.41
9	Contract and Other Labor	\$ 355,440	\$ 29,620	\$ 0.93
10	CVAG Related Facilities Support	\$ 281,773	\$ 23,481	\$ 0.74
11	Wholesale Support Services (TEA, Calpine, SCE)	\$ 1,596,678	\$ 133,057	\$ 4.17
12	Retail Business Support Activities	\$ 33,800	\$ 2,817	\$ 0.09
13	Other Customer Programs	\$ 510,000	\$ 42,500	\$ 1.33
14	Other Operating Costs	\$ 181,348	\$ 15,112	\$ 0.47
15	Total Non Power Operating Costs	\$ 3,883,019	\$ 323,585	\$ 10.14
16	Non-Operating Costs			
17	RLOC/SBLC Fees	\$ 53,925	\$ 4,494	\$ 0.14
18	Total Power/Op/NonOp Costs	\$ 62,987,403	\$ 5,248,950	\$ 164.40
19	Estimated FY Net Rev Available for Reserves	\$ 4,127,079		

Table 2: Fiscal Year 2025-26 Budget Summary Detail

Table 2, Line 4 shows Total DCE Revenue projected at nearly \$67.1 million. DCE Wholesale Power Supply costs on line 6 are projected at about \$59 million, while Total Non-Power Operating Costs on Line 15 are roughly \$3.9 million. Line 18 shows 2025–26 Total Power, Operating, and Non-Operating Costs of \$63 million. By taking the Total DCE Revenue of \$67.1 million and subtracting the Total Power, Operating, and Non-Operating Costs of \$63 million, Line 19 demonstrates an increase of approximately \$4.1 million to DCE's net position in 2025–26, which is expected to be accumulated for reserves.

It is important to note that the 2025–26 budget results are accrual-based, and actual revenues and available cash reserves fluctuate accordingly and differ from cash-on-hand. Actual revenue cash receipts can lag sales by as much as two months and are estimated to be in the \$10 to \$12 million range at the end of 2025–26.

PROJECTED CUMULATIVE RESERVES

Chart 2 shows DCE's estimated accrued margins attained during the fiscal years 2024–25 and projected for 2025–26, 2026–27, 2028–29, and 2029–30. During DCE's early operational history, it experienced negative margins due to increasing power supply costs and revenue lag. This issue was mitigated by utilizing credit arrangements with River City Bank, guaranteed by the City of Palm Springs. The current credit agreement is expected to be renewed and increased for working capital from \$8 million to \$20 million, effective before June 30, 2025, although it was not finalized at the time of budget preparation. The discussion of liquidity and reserves does not consider the additional \$20 million anticipated to be available to DCE, but it does help improve DCE's adjusted liquidity ratios as viewed by counterparties and credit agencies.

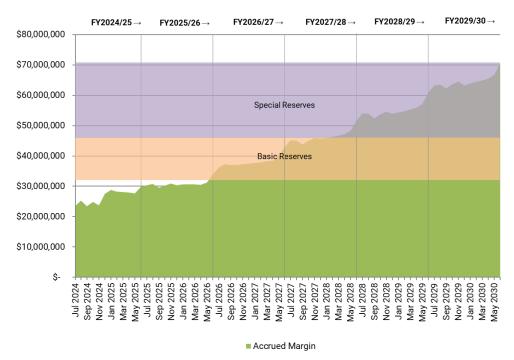


Chart 2: Residual Margin and Reserves

Analyzing DCE's current operating results and unadjusted cash position, it is evident that the situation has significantly improved over the past several fiscal years. DCE maintained a positive accrued margin beginning in 2022–23 and continued to augment that reserve throughout 2023–24, concluding the fiscal year with nearly \$26 million in reserves. This positive trend continued into 2024–25, with projections indicating further accumulation and maintenance of positive cash reserves, estimated at over \$28 million by June 30, 2025.

In December 2024, the Board approved and amended DCE's financial reserves policy, which created special reserve categories in addition to the accumulation of basic reserves. The special reserves include four reserves: customer programs, procurement, market stabilization, and fixed charge coverage. Special reserves are treated independently from the basic reserve and are not aggregated. Minimum basic reserves are targeted at 50 percent (180 days) of total power and operating costs, with a maximum basic reserve balance of 75 percent (270 days). The 2025–26 budget projections indicate that DCE is on track to meet the minimum financial reserve levels targeted by its amended financial reserve policy, with an estimated cash reserve balance of approximately \$31.5 million by the end of the fiscal year. This accomplishment will enhance DCE's financial health and stability and signify a critical milestone in DCE's financial journey.

Given the timing of minimum basic reserve accumulation near the end of the fiscal year, DCE staff are not yet recommending the creation of any Special Reserves in 2025–26. However, during 2025–26, DCE staff intend to work with the Board of Directors to develop target reserve amounts for any Special Reserve, which shall be identified at its creation. The bands in Chart 2 are illustrative; special reserves may be created before DCE reaches its maximum basic reserve levels.

PROPOSED BUDGET

The proposed budget, along with the following tables, presents comparative data spanning multiple years. Each fiscal year starts on July 1 and ends on June 30. In addition to the 2024–25 year-end estimates, the budget presents the full 2025–26 budget year in total. Also presented are four additional years of projections covering 2026–27, 2027–28, 2028–29, and 2029–30. The projections for the subsequent fiscal years are provided solely for comparative purposes, offering an overview of potential future trends, and are based on current market and business expectations. Revenue requirements for these years are set to include coverage of additional costs to DCE above the minimum included in the FCC ratio calculations provided by S&P.

Future business uncertainties and unknown factors persist both within the current budget year and in the subsequent years. Some of these uncertainties include approval of Southern California Edison's (SCE) rates and the Power Charge Indifference Adjustment (PCIA, or exit fee), procurement costs, block hedging activity versus day-ahead market participation, load variability, power market price volatility, scarcity of resource adequacy products at commercially reasonable prices, and integration/performance of power purchase agreements.

Table 3: Fiscal Year 2024–25 Total Budget and Projected Year-End Actuals; 2025–26 Proposed Budget; and 2026-27, 2027-28, 2028-29, and 2029-30 Projections

	An	FY2024-25 nended Budget	Pro			Y2025–26 Budget		Projected FY2026-27		Projected FY2027-28		Projected FY2028-29		Projected FY2029-30
Load Particulars														
DCE Retail Load (MWh, net of opt-outs + losses) Losses (MWh)		389,993 26,520		376,330 25,590		383,128 26,053		382,468 26,008		383,221 26,059		383,221 26,059		383,221 26,059
Revenue Particulars														
Gross Revenue	\$	68,434,664	\$	65,829,485	\$	68,597,382	\$	64,433,257	\$	66,836,461	\$	67,069,649	\$	67,739,364
Less Uncollectable Accounts	\$	(2,020,149)		(2,369,861)	\$	(, , ,		(2,319,597)		(2,406,113)	\$	(2,414,507)	\$	(2,438,617)
Net DCE Total Retail Revenue	\$	66,414,515		63,459,624				62,113,660		64,430,349		64,655,142		65,300,747
Average Monthly Revenue (\$/MWh)	\$	170.30		168.63			•	162.40	•	168.13		168.72		170.40
Other Revenue	\$	3,515,874		5,027,213				1,059,824	-	1,206,980	-	1,358,822		1,514,779
Other Operating Revenue	\$	2,615,874		4,011,374				150,224		154,580		159,063		163,676
Investment Income	\$	900,000		1,015,839				909,600		1,052,400		1,199,759		1,351,103
Total Revenues	\$	69,930,389	\$	68,486,836	Ş	67,114,483	\$	63,173,484	\$	65,637,329	\$	66,013,964	\$	66,815,526
otal DCE Power Cost (w/o DCE Direct)														
Wholesale Power Supply (Physical Components)	\$	62,992,626		62,413,986				51,300,655		53,960,592		53,863,045		54,208,584
TEA Services	\$	931,630		924,069				991,162		1,019,905		1,049,483		1,079,918
Calpine Data Management	\$	542,819		539,856		•		577,732		594,486		611,726		629,466
SCE Billing Services	\$	71,008		70,098				74,088	-	76,237		78,447		80,722
Total Wholesale Cost, Accrual (FiMo)	\$	64,538,083		63,948,009				52,943,637		55,651,221		55,602,701		55,998,691
Average Wholesale Cost \$/MWh	\$	165.49	\$	169.93	\$	158.29	\$	138.43	\$	145.22	\$	145.09	\$	146.13
River City Bank Credit Facility														
Stand By Letter of Credit Fee	\$	-	\$	-	\$			55,489		57,098		58,754		60,458
RLOC Renewal Processing Fees	\$	50,400			\$		\$	-	\$	57,000		-	\$	-
Net RCB Credit Accrual	\$	50,400	\$	50,400	\$	53,925	\$	55,489	\$	114,098	\$	58,754	\$	60,458
Estimated Operating Expenses														
DCE Staff Costs from CVAG	\$	732,132	\$	659,416	\$	923,980	\$	950,775	\$	978,348	\$	1,006,720	\$	1,035,915
Total Salaries	\$	510,854	\$	454,310	\$	651,072	\$	669,953	\$	689,382	\$	709,374	\$	729,946
Total Benefits	\$	221,278	\$	205,105			\$	280,822		288,966	\$	297,346	\$	305,969
Contracts / Contract Labor (not incl. elsewhere)	\$	•	\$	273,992				365,748		376,355	-	387,269	-	398,500
Legal Services	\$	92,117		93,704				107,222		110,331		113,531		116,823
Professional Services ¹	\$	110,438		82,358				49,742		51,184		52,669		54,196
Consultants ²	\$	130,521		97,930				208,784		214,839		221,069		227,480
CVAG General & Adminsitrative Support	\$	156,145		•	\$			289,944		298,353		307,005		315,908
Retail Business Support Activities	\$	23,894		17,594				34,780		35,789		36,827		37,895
DCE Programs	\$	76,628			\$			524,790		540,009		555,669		571,784
Office Supplies and Other Expenses Total DCE Internal Operations Charges	\$	259,545 1,581,420		142,977 1,318,252				186,607 2,352,645		192,019 2,420,872		197,587 2,491,077		203,317 2,563,318
•	\$	3.126.877		2.852.275			-	3.995.627	-	4.111.500	-	4.230.733		4.353.425
Total Non Power Opr Exp (DCE + All Services)	Ş	3,120,8//	Ş	2,002,275	٥	3,883,019	Ş	3,993,02/	Ş	4,111,500	Ş	4,230,733	Ş	4,353,425
Expected Accrual Results		60.000.000		60.406.000		47444		60.470.45		45 407 000				
Revenues	\$	69,930,389		68,486,836				63,173,484		65,637,329		66,013,964		66,815,526
Power and Operations Costs	\$	66,119,503		65,266,261				55,296,282		58,072,092		58,093,778		58,562,009
Non-Operating Costs	\$	50,400		50,400				55,489		114,098		58,754		60,458
Net Margin Avail After Expenses - Accrual	\$	3,760,486		3,170,175				7,821,713	-	7,451,138	-	7,861,431	-	8,193,059
Annual Cumulative Accrual Revenues	\$	320,606,838		319,163,286			\$	449,451,252		515,088,581	\$	581,102,545	\$	647,918,070
Annual Cumulative Accrual Power/Ops/NonOps C		281,745,125		280,891,866			\$	399,231,039	\$	457,417,230	\$		\$	574,192,229
Cumulative Net Position - Accrual	\$	38,861,713	\$	38,271,420	Ş	42,398,499	\$	50,220,213	\$	57,671,351	\$	65,532,782	\$	73,725,842

DRAFT 06/06/2025 13

^{1.} Does not include the professional services expenses of SCE which are listed individually in Total DCE Power Cost (w/o DCE Direct) section.

2. Does not include the consultant expenses of TEA, Calpine and CVAG which are listed individually in Total DCE Power Cost (w/o DCE Direct) section.

Table 4: 2025–26 Budget in Total and by Month.

FY2025-26 Bud	get	Jul 2025		Aug 2025		Sep 2025	Oc	2025	Nov 2025		Dec 2025	Jan 2026	Feb 2026	Mar 2026		Apr 2026		May 2026		Jun 2026
383	128	52,909		51,418		39,612		30,629	22,549		24,179	23,949	21,196	22,394		23,995		29,401		40,897
26	053	3,598		3,496		2,694		2,083	1,533		1,644	1,629	1,441	1,523		1,632		1,999		2,781
\$ 68,597	882 \$	10,676,831	\$	10,405,672	\$	8,044,530	5,0	56,110 \$	3,632,440	\$	3,924,647 \$	3,791,693	3,315,075	3,438,174	\$	3,661,054	\$	4,591,696	\$	8,059,459
\$ (2,469)	506) \$	(384,366)	\$	(374,604)	\$	(289,603)	(1	32,020) \$	(130,768)	\$	(141,287) \$	(136,501)	(119,343)	(123,774) \$	(131,798)	\$	(165,301)	\$	(290,141)
\$ 66,127	377 \$	10,292,465	\$	10,031,067	\$	7,754,927	4,8	74,090 \$	3,501,673	\$	3,783,360 \$	3,655,192	3,195,733	3,314,400	\$	3,529,256	\$	4,426,395	\$	7,769,319
\$ 17:	.60 \$	194.53	\$	195.09	\$	195.77	3	159.13 \$	155.29	\$	156.47 \$	152.63	150.77	148.00	\$	147.09	\$	150.55	\$	189.97
\$ 986	506 \$	70,051	\$	163,891	\$	70,051	3	70,051 \$	79,201	\$	113,051 \$	70,051	70,051	70,051	\$	70,051	\$	70,051	\$	70,051
\$ 840	516 \$	70,051	\$	70,051	\$	70,051	3	70,051 \$	70,051	\$	70,051 \$	70,051	70,051	70,051	\$	70,051	\$	70,051	\$	70,051
\$ 67,114	183 \$	10,362,516	\$	10,194,959	\$	7,824,979	4,9	44,142 \$	3,580,874	\$	3,896,411 \$	3,725,243	3,265,784	3,384,451	\$	3,599,308	\$	4,496,446	\$	7,839,370
\$ 59,050	159 \$	9,509,404	\$	9,451,369	\$	8,822,704	3,8	51,664 \$	2,683,303	\$	3,612,158 \$	3,248,373	3,006,726	3,131,001	\$	3,336,364	\$	3,625,479	\$	4,771,915
\$ 963	228 \$	80,269	\$	80,269	\$	80,269	3	80,269 \$	80,269	\$	80,269 \$	80,269	80,269	80,269	\$	80,269	\$	80,269	\$	80,269
\$ 561,	150 \$	46,788	\$	46,788	\$	46,788		46,788 \$	46,788	\$	46,788 \$	46,788	46,788	46,788	\$	46,788	\$	46,788	\$	46,788
\$ 72	000 \$	6,000	\$	6,000	\$	6,000 \$	\$	6,000 \$	6,000 \$	\$	6,000 \$	6,000	6,000	6,000	\$	6,000	\$	6,000	\$	6,000
\$ 60,647	37 \$	9,642,460	\$	9,584,426	\$	8,955,760	3,9	84,720 \$	2,816,359	\$	3,745,215 \$	3,381,429	3,139,783	3,264,057	\$	3,469,420	\$	3,758,536	\$	4,904,971
\$ 15	.29 \$	182.25	\$	186.40	\$	226.09	\$	130.10 \$	124.90	\$	154.89 \$	141.20	148.13	145.75	\$	144.59	\$	127.84	\$	119.93
FY2025-26 Bu	lget	Jul 2025		Aug 2025		Sep 2025	00	et 2025	Nov 2025		Dec 2025	Jan 2026	Feb 2026	Mar 2026	5	Apr 2026		May 2026		Jun 2026
\$ 53,	925 \$	53,925	\$		\$	- 5	\$	- \$	- 5	\$	- \$	- 5	- 5	-	\$		\$	- 1	\$	-
\$ 923.	980 Ś	76,998	Ś	76.998	Ś	76,998		76.998 \$	76,998	ŝ	76.998 \$	76,998	76,998	76,998	Ś	76.998	Ś	76,998	Ś	76,998
\$ 651	72 \$	54,256	\$	54,256	\$	54,256	3	54,256 \$	54,256	\$	54,256 \$	54,256	54,256	54,256	\$	54,256	\$	54,256	\$	54,256
\$ 272	908 \$	22.742	Ś	22,742	Ś	22.742		22.742 \$	22.742	ŝ	22.742 \$	22.742	22.742	22.742	Ś	22.742	Ś	22.742	Ś	22,742
																				25,463
	200 \$	8,683	\$	8,683	\$	8,683	3	8,683 \$	8,683	\$	8,683 \$	8,683	8,683	8,683	\$	8,683	\$			8,683
\$ 48	340 \$	38	\$	28,125	\$	7,365	3	3,125 \$	3,125	\$	3,188 \$	38 5	38 \$	3,188	\$	38	\$	38	\$	38
\$ 202	900 \$	17,242	\$	16,742	\$	16,742	3	17,242 \$	16,742	\$	16,742 \$	17,242	16,742	16,742	\$	17,242	\$	16,742	\$	16,742
\$ 281,	773 \$	23,481	\$	23,481	\$	23,481	3	23,481 \$	23,481	\$	23,481 \$	23,481	23,481	23,481	\$	23,481	\$	23,481	\$	23,481
\$ 33	300 \$	2,629	\$	2,629	\$	2,629	3	2,629 \$	2,629	\$	4,879 \$	2,629	2,629	2,629	\$	2,629	\$	2,629	\$	2,629
\$ 510	000 \$		\$	-	\$	- 5	3	- \$	- 8	\$	500,000 \$	- 5	- 5	-	\$	-	\$	- :	\$	10,000
\$ 181,	348 \$	32,602	\$	4,530	\$	4,530	3	32,477 \$	4,530	\$	4,530 \$	32,477	4,530	4,530	\$	32,552	\$	4,530	\$	19,530
\$ 2,286	341 \$	161,673	\$	161,189	\$	140,429	1	64,636 \$	136,189	\$	638,501 \$	161,548	133,101	136,251	\$	161,623	\$	133,101	\$	158,101
\$ 3,883.)19 \$	294.730	ŝ	294.245	ŝ	273,485	3 2	97.692 \$	269.245	ŝ	771.558 \$	294.605	266.158	269.308	ŝ	294.680	ŝ	266.158	Ś	291,158
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\$ 67.114	183 Ś	10.362.516	Ś	10.194.959	Ś	7.824.979	4.9	44.142 S	3.580.874	ŝ	3.896.411 \$	3.725.243	3.265.784	3.384.451	Ś	3.599.308	Ś	4.496.446	Ś	7,839,370
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Does not include the professional services expenses of SCE which are listed individually in Total DCE Power Cost (w/o DCE Direct) section.
 Does not include the consultant expenses of TEA, Calpine and CVAG which are listed individually in Total DCE Power Cost (w/o DCE Direct) section.





74-199 El Paseo, Suite 100 Palm Desert, CA 92260 760 346-1127

DESERT COMMUNITY ENERGY

Summary of Non-Energy Contracted Services Fiscal Year 2025–2026 Proposed Budget

Vendor Name	FY26 Budgeted Amount	Contract?	Start Date	End Date
Ace Printing	27,400.08	As needed	N/A	N/A
Arthur J. Gallagher & Co. Insurance	9,000.00	Yes	7/2/2021	Recurring
Best Best & Krieger LLP	100,060.08	Yes	9/26/2023	Recurring
Burke Rix Communications	28,575.00	Yes	1/1/2024	12/31/2026
CalCCA	122,328.00	Membership	4/16/2018	Annual
Calpine Energy Solutions LLC	561,450.03	Yes	2/26/2018	4/30/2028
Coachella Valley Assoc. of Governments	1,205,753.00	Yes	10/30/2017	10/30/2027
Davis Farr LLP	12,350.00	Yes	FY20-21	FY25-26
Donald D. Dame	18,000.00	Yes	4/1/2017	6/30/2027
BRB Law LLP	4,200.00	Yes	5/1/2025	11/15/2025
MRW & Associates, LLC	30,000.00	Yes	8/1/2022	6/30/2025
PersonifyPro	2,499.96	No	N/A	N/A
PFM Financial Advisors LLC	10,000.00	Yes	Pending	Pending
River City Bank	58,575.00	Yes	2/11/2022	6/1/2028
SOCAL Edison	72,000.00	Yes	4/1/2020	Ongoing
Standard & Poor's Financial Srvc	15,000.00	Yes	5/14/2024	Ongoing
The Energy Authority	963,228.00	Yes	1/18/2018	1/22/2027
WREGIS	2,125.00	Membership	Inception	Ongoing

As of June 2025

Desert Community Energy Board June 16, 2025



STAFF REPORT

Subject: DCE Mid-Term Reliability Procurement: Resource Adequacy + TB4 with

Athos Storage, LLC

Contact: Lisa McNeilly, Director of Energy & Sustainability (lmcneilly@cvag.org)

Recommendation: Adopt Resolution No. 2025-05, approving a 15-year Resource Adequacy + TB4 Agreement (RA+TB4) with Athos Storage, LLC, for its Riverside County Battery Energy Storage System (BESS) project near Desert Center and authorizing the Executive Director and/or Legal Counsel to make minor modifications before execution of the agreement

<u>Background</u>: As previously reported to the Board, DCE's consultant, The Energy Authority (TEA), released a Request-for-Proposals (RFP) on July 15, 2024, to satisfy DCE's Mid-term Reliability (MTR) procurement orders under California Public Utilities Commission (CPUC) Decisions 21-06-035 from June 2021 and 23-02-040 from February 2023. In December 2024, the Board approved a long-term Power Purchase Agreement with San Gorgonio Westwind II, LLC for its north Palm Springs wind project.

This RFP was re-opened on January 24, 2025, for a second round of proposals. Responses to the second round of this RFP were due on February 7, 2025. In March 2025, the evaluation committee, made up of TEA and DCE staff, screened proposals for completeness and scored on a weighted criteria basis. DCE staff and TEA identified a short list of three proposed transactions and conducted interviews with the bidders. Project locations were eastern Riverside County near Desert Center. Orange County, and Imperial County.

With this item, staff is recommending a Resource Adequacy and TB4 Agreement (RA+TB4) with Athos Storage, LLC, a subsidiary of SB Energy (SBE). TB4 is a standard product that can be traded on the Intercontinental Exchange (ICE) commodity trading platform. RA+TB4 is similar to a traditional Energy Storage Agreement (ESA), but shifts the responsibility of optimizing the battery dispatch for maximum economic benefit from DCE to SBE as the key difference. The economics of the TB4 component are based on the price spread between the top four highest-priced hours of the day and the bottom four lowest-priced hours of the day, but SBE retains any price risk based on their operation of the battery. RA+TB4 contracts are becoming increasingly common with project developers shifting their preference away from traditional ESAs to RA+TB4 structures. SBE is a developer with substantial experience in financing, constructing, and operating solar and battery storage projects. SBE has a pipeline of more than 15,000 MW of solar energy projects and 12,000 MWh of storage projects, including several projects in California and Texas.

The Athos Storage project is a proposed lithium-ion battery storage facility, located within Riverside County limits. DCE will be contracting for 43 MW / 172 MW-hour of the capacity at the Athos Storage project to meet its MTR obligations for resource adequacy. The remaining capacity of the battery storage facility will be contracted to other off-takers. The project will be on a parcel zoned for energy-industrial uses and includes solar and related energy infrastructure. The Athos

Storage project will be constructed on SBE-owned land and will tie into the existing high voltage equipment constructed for SBE's Athos Solar projects. The guaranteed commercial operation date (COD) for the Athos Storage project is February 1, 2027. The project has secured all necessary permits, including a Conditional Use Permit from the Bureau of Land Management, and has executed a transmission interconnection agreement. The project will interconnect to SCE's 220 kV Red Bluff substation located near Desert Center's community limits.

Staff would note that the project is a prime example of how DCE can achieve its goal of reinvesting revenues locally to support the community, create jobs and prompt the development of more renewable energy sources for the region. The entire project will be built using a project labor agreement. Athos Storage is estimated to create 100 construction jobs and four full-time jobs. Approval of the RA+TB4 will help DCE meet its MTR obligations and reduce price volatility in DCE's power portfolio, thereby providing for increased rate certainty.

As a standalone battery storage system, DCE's portion of the facility is capable of outputting 43 MW of capacity at four hours of continuous discharge. The Athos Storage project will be DCE's second storage resource. The project will completely satisfy DCE's remaining compliance requirement. To count towards MTR compliance, the project needs to apply annually for Interim Deliverability Status (IDS), which is a designation from the California Independent System Operator (CAISO) that assures a project can provide resource adequacy throughout the duration of its IDS allocation. The project will not receive Full Capacity Deliverability Status (FCDS) from CAISO until required transmission upgrades are installed. The project will also help DCE satisfy its compliance requirements under the CPUC's Resource Adequacy rules.

CPUC Decisions 21-06-035 and 23-02-040 set out annual procurement amounts for load-serving entities such as DCE, with a compliance tranche for long-duration storage projects required to be online no later than June 1, 2028. SBE and two other developers offered projects that were able to meet this deadline. Compared to the other eligible projects, the Athos Storage project closely aligned with DCE's procurement needs for 2028, considering SBE's experience in energy project development and operation, as well as the fact that the Athos Storage project is largely located within Riverside County limits.

Staff is recommending the Executive Director be authorized to execute the RA+TB4 contract, which was negotiated by TEA and DCE's legal counsel with continuous input from DCE staff. The recommended action would also authorize the Executive Director and/or Legal Counsel to make clarifying changes prior to execution. The redacted RA+TB4 contract is available for Board review and approval at the link found at the end of this staff report.

Fiscal Analysis: Under the pricing terms in the RA+TB4 agreement, DCE will pay for the use of its portion of the Athos Storage project at a fixed-price rate per kW-month, with no escalation, for the full 15-year term of the RA+TB4 agreement. DCE is entitled to all product attributes from the facility, including energy, ancillary services, and resource adequacy. The RA+TB4 agreement reflects pricing that is cost-effective in the current market for new energy storage resources and is expected to reduce the overall costs for compliance with the CPUC MTR decisions referred to above. As the COD approaches, the energy storage costs will be included in DCE's budget.

Attachments:

- 1. Resolution No. 2025-05
- 2. Project Site Map
- 3. Link to ESA: https://desertcommunityenergy.org/wp-content/uploads/2025/06/Athos RA TB4.pdf

RESOLUTION NO. 2025-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF DESERT COMMUNITY ENERGY APPROVING A 15-YEAR ENERGY STORAGE AGREEMENT WITH ATHOS STORAGE. LLC

- A. Desert Community Energy ("DCE") is a joint powers authority established on October 30, 2017, for the purpose of implementing community choice aggregation ("CCA") programs under Public Utilities Code Section 366.2.
- B. DCE is required under California Public Utilities Commission ("CPUC") Mid-Term Reliability procurement requirements, Decisions 21-06-035 and 23-02-040, to procure resources required to be online between 2023 and 2028 to meet electric system reliability needs. To meet the State of California greenhouse gas emissions reduction targets, the CPUC requires all resources procured in satisfaction of its Mid-Term Reliability decisions to be zero-emitting unless they otherwise qualify under renewables portfolio standard eligibility requirements.
- C. DCE re-issued a Request for Proposals in February 2025 for projects in satisfaction of the CPUC's Mid-Term Reliability requirements.
- D. DCE has negotiated a 15-year Energy Storage Agreement with Athos Storage, LLC, to meet its Mid-Term Reliability obligations for resource adequacy by securing capacity rights of 43 megawatt / 172 megawatt-hour in a larger proposed lithium-ion battery storage facility with a guaranteed commercial operation date of February 1, 2027.
- E. Under Section 2.5.1 of the DCE Joint Powers Agreement, the DCE Board of Directors has the power to make and enter into all contracts, including, but not limited to, service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs including the acquisition of electric power supply and the provision of retail and regulatory support services.
- F. DCE staff recommends the approval of the 15-year Energy Storage Agreement with Athos Storage, and the Board has received information and had a discussion regarding the terms of the agreement.

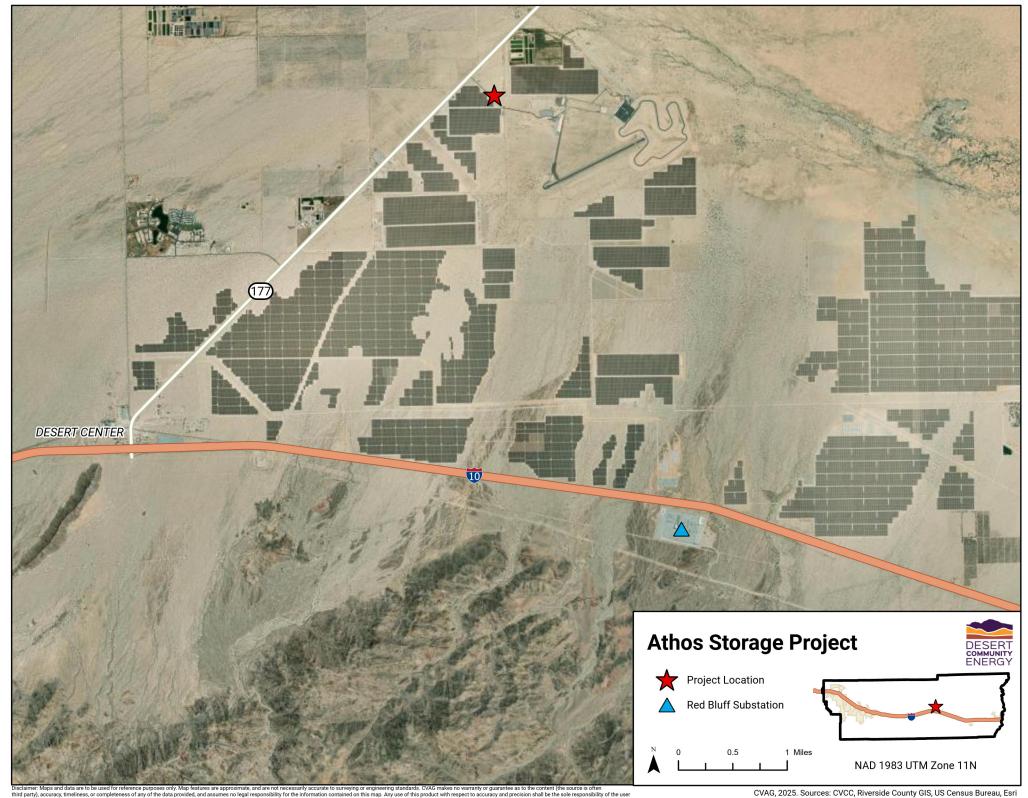
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DESERT COMMUNITY ENERGY, AS FOLLOWS:

- Section 1. <u>Approval of Energy Storage Agreement</u>. The Board of Directors hereby approves the 15-year Energy Storage Agreement with Athos Storage, LLC.
- Section 2. <u>Delegation to Executive Director</u>. The Board of Directors hereby authorizes the DCE Executive Director to negotiate, finalize, and execute the Energy Storage Agreement in substantially similar form with any minor modifications before execution of the agreement as approved by Legal Counsel.
- Section 3. <u>Resolution Effective Date</u>. This resolution shall take effect immediately upon its adoption.

	ATTEST:
Jeffrey Bernstein, Chair Desert Community Energy	Tom Kirk, Secretary Desert Community Energy
AYES: NAYS: ABSENT:ABSTAIN:	:

PASSED AND ADOPTED at a meeting of the Board of Directors of Desert Community Energy

held on June 16, 2025.



ITEM 8A

DESERT COMMUNITY ENERGY BOARD FY2024-2025 ATTENDANCE RECORD

Voting Members	JUL	AUG	SEP	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
City of Palm Desert	*	*	*	✓	*	✓	*	*	✓	*	✓	
City of Palm Springs	*	*	*	✓	*	✓	*	*	✓	*	✓	_

Absent

No Meeting

Desert Community Energy Board June 16, 2025



STAFF REPORT

Subject: Summary of June 2025 Rate Adjustment

Contact: Lisa McNeilly, Director of Energy and Sustainability (Imcneilly@cvag.org) and

Don Dame, DCE Energy Consultant

Recommendation: Information

Background: On November 16, 2020, DCE adopted a Rate Stabilization Schedule (RSS). The RSS became effective on December 1, 2020, and was amended by the Board on May 12, 2023, with an effective date of June 1, 2023. A second amendment was approved on March 17, 2025, with an effective date of April 1, 2025. The RSS authorizes staff to adjust DCE retail rates in response to changes in Southern California Edison (SCE) rates and/or the Power Charge Indifference Adjustment (PCIA, or exit fee), State of California regulatory mandates, and to follow DCE Board-approved rate guidelines. The March 17, 2025, RSS amendment enables DCE staff to adjust DCE rates due to revenue and/or cost variances identified through DCE's budgetary/revenue requirements processes.

The Board's currently approved RSS Rate Adjustment Guidelines include: 1) designing Desert Saver residential rates within a 0-1% average total bill discount versus SCE's comparable bundled non-California Alternative Rates for Energy (CARE) base product average total bill; and 2) designing DCE's 100% Carbon Free residential rates such that DCE meets its annual revenue requirements as identified in DCE's budget process, as such requirements may change during the budget year. Any single RSS rate adjustment may not exceed a plus or minus five (5.0) percent change to DCE's average generation rates, without Board approval.

The RSS requires DCE staff to prepare a summary report describing RSS-related rate adjustments and to provide this information at the next scheduled Board meeting following implementation of such adjustments. This staff report provides a summary of DCE's June 2025 rate adjustments.

June 2025 Rate Adjustment Summary:

Effective June 1, 2025, SCE implemented a system-wide average rate decrease of approximately 1.7% that included an average non-CARE residential customer rate decrease of approximately 2.1%. SCE's average non-CARE bundled residential customer bill decreased by approximately \$3.61 monthly, based on average monthly consumption of 541 kWh.¹ For customers enrolled in CARE and Family Electric Rate Assistance (FERA) plans, SCE's average bundled residential customer bill decreased by about \$2.09 monthly inclusive of ongoing CARE/FERA average billing discounts of approximately 32.5% and 18%, respectively. As approved by the California Public

¹ June 2025 SCE average monthly bill changes were derived from Table 4 of SCE Advice Letter 5555-E dated May 28, 2025, adjusting average monthly residential energy consumption from 500 to 541 kWh per month.

Utilities Commission (CPUC), SCE's revised rates reflect changes to multiple components of its consolidated revenue requirement.

Working within DCE Board-approved financial policies and procedures, the provisions of DCE's RSS, updated DCE FY2024-2025 revenue requirements, and the concurrence of DCE's Risk Management Team (RMT), DCE implemented a five percent (5.0%) upward adjustment to DCE's Carbon Free generation rate effective June 1, 2025, or as soon thereafter as practicable. No changes to DCE's Desert Saver generation rates were implemented, as the Desert Saver average customer bills remained within Board guidelines.

June 2025 DCE Rate Adjustment Details:

- Effective Date: June 1, 2025 (or as soon thereafter as practicable, upon implementation of DCE's revised rate factors).
- RMT review and concurrence: May 22, 2025.
- Desert Saver average total bill discount compared to SCE's non-CARE bundled base power product average residential total bill is estimated to be within 0 − 1%.
- DCE's average Carbon Free generation rates increase by five (5.0) percent.
- Rate forecast period utilized: July 1, 2024 June 30, 2025.
- Calculations and estimates are based on known and forecast costs and revenues throughout the rate forecast period.
- Any individual customer's average bill impact may vary depending on the enrolled rate schedule and monthly electricity usage patterns.

<u>Fiscal Analysis</u>: DCE's rate adjustments are designed to fully recover forecast power supply and operating costs, build financial reserves, address cash flow requirements, maintain a 2.0 Fixed Charge Coverage (FCC) ratio per Standard & Poor (S&P) guidelines, meet DCE's revenue requirements, and exercise fiscal prudence.

SCE customer retail rates were revised effective June 1, 2025, and DCE coincidently adjusted DCE Carbon Free generation rates. The average monthly bill of SCE bundled non-CARE residential customers decreased about \$3.61; DCE non-CARE Desert Saver residential customers average monthly bill also decreased by about \$3.61, primarily due to SCE's decrease in delivery rates. DCE Carbon Free residential customer average monthly bill increased by about \$0.92, or about 0.4 percent, based on the combined SCE delivery rate and DCE generation rate changes.

Staff continues to work with the California Community Choice Association (CalCCA) and other Community Choice Aggregators (CCAs) to collectively address cost-effectiveness, legislative matters, and CPUC actions impacting CCAs. Additionally, DCE will continue to highlight DCE's retail product choices as part of community engagement efforts. DCE's Desert Saver product continues to be the least cost retail electric service in Palm Springs, and DCE's Carbon Free product results in zero carbon emissions, augmenting electricity-related climate mitigation and helping the City of Palm Springs achieve its greenhouse gas reduction goals.

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS SCHEDULE OF MEETINGS FISCAL YEAR 2025/2026



CVAG STANDING COMMITTEES	DAY	TIME	JULY (Dark)	AUG (Dark)	SEPT	OCT (Dark)	NOV	DEC (Dark)	JAN	FEB	MAR (Dark)	APR	MAY	JUN
EXECUTIVE COMMITTEE	Last Monday	4:30 p.m.	-	-	29	-	H Dec 1	-	26	23	-	27	H June 1	29
TRANSPORTATION COMMITTEE	1 st Monday	10:00 a.m.		-	H Aug 25	-	3	-	5	2	-	6	4	1
COACHELLA VALLEY CONSERVATION COMMISSION	2 nd Thursday	10:30 a.m.	-	-	11	-	13	-	8	12	-	9	14	11
DESERT COMMUNITY ENERGY	3 rd Monday	3:00 p.m.	21	18	15	20	17	-	H Jan 12	H Feb 9	16	20	18	15
ENERGY AND SUSTAINABILITY COMMITTEE	2 nd Thursday	12:00 p.m.	-	-	11	-	13	-	8	12	-	9	14	11
PUBLIC SAFETY COMMITTEE	2 nd Monday	9:00 a.m.	-	-	8	-	10	-	12	9	-	-	11	8
HOMELESSNESS COMMITTEE	3 rd Wednesday	10:00 a.m.	-	-	17	-	19	-	21	18	-	15	20	17
GENERAL ASSEMBLY	Last Monday in June	6:00 p.m.	-	-	-	-	_	-	-	-	-	-	-	29

H = Holiday *= Special Meeting AGENDAS CAN BE FOUND AT: www.cvag.org. UPDATED: June 3, 2025