



**Ventura County Regional Energy Alliance
Board of Directors
AGENDA**

**Thursday, February 19, 2026
11:00 a.m.**

**County of Ventura- Government Center
Hall of Justice- Pacific Conference Room
800 S. Victoria Ave.
Ventura, CA 93009**

REGARDING MEETING PARTICIPATION:

Members of the public may join in person or by Zoom link below.

<u>Topic</u>	February VCREA Board of Directors Meeting
<u>Join Zoom Meeting</u>	https://www.zoomgov.com/j/1615240882?pwd=YmeJI8Uki0KX6JHS3nhKnz15Co3Bss.1
<u>Meeting ID</u>	161 524 0882
<u>Passcode</u>	218180
<u>Telephone</u>	+16692545252,,1615240882# US (San Jose) +14154494000,,1615240882# US (US Spanish Line)

REGARDING PUBLIC COMMENTS: IF YOU WISH TO MAKE EITHER A GENERAL PUBLIC COMMENT OR COMMENT ON A SPECIFIC AGENDA ITEM BEING HEARD, YOU CAN SUBMIT YOUR COMMENT VIA EMAIL BY 9:00 AM THE DAY OF THE MEETING TO THE FOLLOWING ADDRESS: VCREA.ADMIN@VENTURA.ORG. PLEASE INCLUDE THE FOLLOWING INFORMATION IN YOUR EMAIL: (A) MEETING DATE, (B) AGENDA ITEM NUMBER, (C) SUBJECT OR TITLE OF THE ITEM, (D) YOUR FULL NAME. DURING PUBLIC COMMENT ON THE AGENDA ITEM SPECIFIED IN YOUR EMAIL, YOUR EMAIL WILL BE SUBMITTED FOR THE RECORD.

1. CALL TO ORDER

Chair Halter

2. ROLL CALL

Kelly Cattanach

3. PLEDGE OF ALLEGIANCE**4. OATH OF OFFICE FOR NEW VCREA BOARD MEMBERS****5. APPROVAL OF MINUTES FROM THE AUGUST 21, 2025 VCREA BOARD MEETING****6. AGENDA REVIEW****7. PUBLIC COMMENTS**

See Guidelines above

8. BOARD OF DIRECTOR COMMENTS

At this time, members of the VCREA Board of Directors may comment on matters pertaining to VCREA.

9. APPROVAL OF THE 2026 AND 2027 MEETING SCHEDULE**10. APPROVAL OF FINANCIAL STATEMENTS-YEAR END JUNE 30, 2025****11. APPROVAL OF THE GENERAL AND ADMINISTRATIVE BUDGET FOR FY 26/27****12. RATIFICATION AND APPROVAL OF GREEN BUSINESS PARTNER CONTRACTS****13. RECEIVE AND FILE PRESENTATION FROM CLEAN POWER ALLIANCE**

Presentation from CPA staff.

14. RECEIVE AND FILE PRESENTATION FROM 3C-REN

Presentation from 3C-REN staff.

15. RECEIVE AND FILE THE VCREA PROGRAM UPDATE**16. RECEIVE AND FILE UPDATE ON VCREA STRATEGIC PLANNING EFFORT**

Presentation from VCREA staff.

17. GENERAL UPDATES AND ANNOUNCEMENTS**18. ITEMS FOR FUTURE AGENDAS****19. ADJOURNMENT**

Next meeting will be a Joint VCREA Board of Directors and Energy Champions meeting. This meeting is scheduled for Thursday, May 21, 2026 at 11am and will be held in the Pacific Conference Room in the Ventura County Government Center, Hall of Justice located at 800 S. Victoria Ave., Ventura, CA 93009, with hybrid options for the public.



Ventura County Regional Energy Alliance Board of Directors

Item 5

Subject: Minutes from the August 21, 2025 VCREA Board Meeting

Date: Thursday, February 19, 2026

Requested Action:

1. Approval of the Minutes from the August 21, 2025 VCREA Board Meeting

Attachments:

1. Draft Summary Minutes from the August 21, 2025 VCREA Board Meeting

Ventura County Regional Energy Alliance

Action Minutes Ventura County Regional Energy Alliance Board Meeting August 21, 2025 11:00 a.m.

1. WELCOME/ CALL TO ORDER

The meeting was called to order by Chair Halter at 11:07 a.m.

2. ROLL CALL

Directors Present:

Director Christina Villaseñor
Director David Newman
Director Jenny Crosswhite
Director Alex Mangone
Director Doug Halter
Director Alternate Scott Quady
Director Laura Hernandez
Director Joseph Ayala
Director Matt LaVere
Director Valerie Mitchell

City of Fillmore
City of Thousand Oaks
City of Santa Paula
City of Ventura
Ventura Regional Sanitation District
Calleguas Municipal Water District
City of Port Hueneme
City of Simi Valley
County of Ventura
Ventura County Comm College District

Directors Not Present:

Director Gabriela Basua
Director Sabrina Rodriguez
Director Reddy Pakala

City of Oxnard
Ventura Unified School District
Calleguas Municipal Water District

3. PLEDGE OF ALLEGIANCE

Director LaVere led the Pledge of Allegiance.

4. APPROVAL OF MINUTES FROM THE FEBRURAY 20, 2025 VCREA BOARD MEETING

Upon motion of Director Newman, seconded by Director Mangone, the Board approved the Minutes of the February 20, 2025, meeting. Director LaVere, Director Ayala, Director Quady, and Director Mitchell abstained.

5. AGENDA REVIEW

No changes to the agenda. Staff mentioned that Mia Martinez, County of Ventura Chief Deputy Clerk of the Board, would be joining about 11:30a.m. to administer the Oath of Office to new Directors.

6. PUBLIC COMMENTS

No Public Comments were submitted.

7. BOARD OF DIRECTOR COMMENTS

No comments were made by the Directors.

8. OATH OF OFFICE FOR NEW VCREA DIRECTORS

The following individuals took the oath of office, administered by Mia Martinez, Chief Deputy Clerk of the Board, County of Ventura:

Valerie Mitchell- Director
Joseph Ayala- Director

9. RECEIVE AND FILE THE HEAT ACTION PLAN PRESENTATION

Staff member Roxane Beigel-Coryell presented on the Ventura County Heat Action Plan, supported by the Extreme Heat and Community Resilience Program, which is implemented by the Governor's Office of Land Use and Climate Innovation. In collaboration with community partners, this funding will support the development of a countywide Heat Action Plan, including key deliverables such as a baseline Heat Risk Assessment, a Heat Education and Engagement Strategy, and a Farmworker Heat Alert System Framework. Ms. Beigel-Coryell also highlighted upcoming round two funding and encouraged the Board to submit any shovel-ready projects from their jurisdictions that could be suitable for inclusion in the application.

Director Villasenor and Chair Halter inquired about the key focus areas and the upcoming implementation funding.

Upon motion of Director Hernandez, seconded by Director Quady, the Board Received and Filed the Heat Action Plan Presentation.

10. RECEIVE AND FILE THE TRI-COUNTY REGIONAL ENERGY NETWORK (3C-REN) PRESENTATION

Staff member Erica Nelson presented on the Tri-County Regional Energy Network (3C-REN), which is funded by the California Public Utilities Commission through ratepayer funds. Erica provided an overview of 3C-REN's offerings, including incentives for the Home Energy Savings and Commercial programs, training for the Building Performance and Energy Code Connect programs, and technical assistance for the Agriculture Energy Solutions and Energy Assurance Service programs.

Directors Newman, Hernandez, Villasenor and Chair Halter asked questions pertaining to multi-family incentives, processes for obtaining services, and Agriculture program offerings.

Upon motion of Director Villaseñor, seconded by Director Hernandez, the Board Received and Filed the 3C-REN Presentation.

11. RECEIVE AND FILE THE CLEAN POWER ALLIANCE PRESENTATION

Joseph Cabral, Clean Power Alliance (CPA) External Affairs Manager for Ventura County and surrounding communities, provided an update on CPA's three rate options effective July 1, 2025. Additionally, with the recent addition of the City of Port Hueneme and the upcoming inclusion of the City of Fillmore, he noted that CPA will soon serve all of Ventura County.

Alex Ricklefs, CPA Program Manager, gave an overview of CPA's existing programs, with a focus on the newer initiatives. CPA's local customer programs are organized into three sectors: Local Resiliency and Grid Management, Transportation and Building Electrification, and Local Clean Energy Procurement. Programs within these sectors include Power Ready, Peak Management Pricing, Power Response, EV SmartCharge, Instant AC Savings, Energized Communities, Reach Code programs, Power Share, and others.

Directors Villasenor and Vice Chair Crosswhite asked questions and commented on the upcoming Fire Resiliency program, as well as the incentive structure and eligibility criteria for certain programs.

Upon motion of Director Newman, seconded by Director Hernandez, the Board Received and Filed the CPA Presentation.

12. APPROVAL OF THE GENERAL AND ADMINISTRATIVE BUDGET FOR FY 25/26

Staff member Kelly Cattanach gave a brief overview of the proposed budget for fiscal year 2025 and 2026, including a Comparative Analysis and Service Rates.

Upon motion of Director LaVere, seconded by Director Villasenor, the Board Approved the Budget for FY 25/26.

13. RECEIVE AND FILE THE PROGRAM UPDATE

Staff member Victor Briones provided a brief update on the Ventura County Regional Effort for Climate Action Planning, including progress on the Climate Pollution Reduction Grant (CPRG). He discussed the CPRG Advisory Group and the range of meeting topics that have taken place and are planned. The early version of the Comprehensive Climate Action Plan (CCAP) has been completed and will be shared for final review at the end of the month. Following the plan's expected completion in December 2025, the Advisory Group will continue meeting to prioritize regional CCAP measures and actions.

Directors inquired about participation in the Advisory Group, the potential impact of federal funding, the level of engagement from cities, opportunities to review the CCAP draft, and their experiences with federal agency meetings.

Staff member Heather Allen also highlighted key items from the Program Update.

Upon motion by Vice Chair Crosswhite, seconded by Director Mangone, the Board Received and Filed the Program Update.

14. GENERAL UPDATES AND ANNOUNCEMENTS

Director Newman requested an update on the pending CFI funding. Ms. Allen responded that there have been no new developments specific to the CFI funding and that the funding remains unavailable at this time.

15. ITEMS FOR FUTURE AGENDAS

Update on Federal legislative activity.

16. ADJOURNMENT

Chair Halter adjourned the meeting at 12:24 p.m.

Next meeting is scheduled for Thursday, November 20, 2025 at 11:00AM



Ventura County Regional Energy Alliance Board of Directors

Item 9

Subject: **2026 and 2027 Meeting Schedule**

Date: **Thursday, February 19, 2026**

Requested Action:

1. Approval of the 2026 and 2027 Meeting Schedule

Attachments:

1. None

The following is a proposed quarterly meeting schedule and is presented to the Board for discussion, consideration, and approval:

Thursday, February 19, 2026 - VCREA Board Meeting

Thursday, May 21, 2026 - Joint VCREA Board and Energy Champions Meeting

Thursday, August 20, 2026 - VCREA Board Meeting

Thursday, November 19, 2026 - Joint VCREA Board and Energy Champions Meeting

Thursday, February 18, 2027 - VCREA Board Meeting

Thursday, May 20, 2027 - Joint VCREA Board and Energy Champions Meeting

Thursday, August 19, 2027 - VCREA Board Meeting

Thursday, November 18, 2027 - Joint VCREA Board and Energy Champions Meeting

VCREA Board of Directors Meetings and Joint Meetings start at 11:00 a.m. and are held in the Pacific Conference Room in the Ventura County Government Center, Hall of Justice located at 800 S. Victoria Ave., Ventura, CA 93009.



Ventura County Regional Energy Alliance Board of Directors

Item 10

Subject: Financial Statements - Year End June 30, 2025

Date: Thursday, February 19, 2026

Requested Action:

1. Approval of Financial Statements - Year End June 30, 2025

Attachments:

1. Financial Statements - Year End June 30, 2025
2. Communication Letter with Those Charged with Governance

VENTURA COUNTY REGIONAL ENERGY ALLIANCE

FINANCIAL STATEMENTS AND
INDEPENDENT AUDITOR'S REPORT
JUNE 30, 2025



Chavan & Associates, LLP
Certified Public Accountants
16450 Monterey Road, Suite 5
Morgan Hill, CA 95037

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Ventura County Regional Energy Alliance

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Ventura County Regional Energy Alliance
Ventura, California

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of Ventura County Regional Energy Alliance (VCREA), as of and for the year ended June 30, 2025 and the related notes to the financial statements, which collectively comprise the VCREA's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of Ventura County Regional Energy Alliance, as of June 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of VCREA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of a Matter

During the fiscal year ended June 30, 2025, VCREA changed the nature of its contractual relationship with the Ventura County (the County). As such, the personnel services provided by the County on behalf of VCREA were reported as professional services expenses during the fiscal year ended June 30, 2025 instead of salaries and benefits, as it had been in prior fiscal years. Our opinion has not been modified with respect to this matter.

Responsibilities of Management for the Financial Statements

VCREA's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about VCREA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAGAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of VCREA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about VCREA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have



applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Report on Comparative Information

The financial statements of Ventura County Regional Energy Alliance for the year ended June 30, 2024, were audited by another auditor who expressed an unmodified opinion on those statements on December 12, 2024. In our opinion, the comparative information presented herein as of and for the year ended June 30, 2024, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 21, 2025 on our consideration of VCREA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering VCREA's internal control over financial reporting and compliance.

C & A LLP

October 21, 2025
Morgan Hill, California

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Management's Discussion and Analysis

Ventura County Regional Energy Alliance

Management's Discussion and Analysis For the Year Ended June 30, 2025

Introduction

The Management's Discussion and Analysis (MD&A) is a required section of Ventura County Regional Energy Alliance's (VCREA) annual financial report. The purpose of the MD&A is to present a discussion and analysis of VCREA's financial performance during the fiscal year that ended on June 30, 2025. This report will (1) focus on significant financial issues, (2) provide an overview of VCREA's financial activity, (3) identify changes in VCREA's financial position, (4) identify any issues or concerns, and (5) provide descriptions of significant asset activity. We encourage readers to consider the information presented here in conjunction with the basic financial statements and related notes, which follow this section.

Organization and Business

The Ventura County Regional Energy Alliance (VCREA) is a Joint Power Authority (JPA) governed by twelve-member Board of Directors. VCREA is composed of public agencies working in collaboration to approach the availability, reliability, conservation and innovative use of energy resources in the Ventura County region. The current JPA consists of the County of Ventura and the cities of Ventura, Oxnard, Santa Paula, Fillmore, Port Hueneme, Simi Valley, and Thousand Oaks, along with the special districts of the Ventura Regional Sanitation District, Calleguas Municipal Water District, the Ventura County Community College District and the Ventura Unified School District. VCREA coordinates and assists public agencies including local jurisdictions, schools, and special districts, as well as businesses and residents of Ventura County to best utilize the many resources available to achieve their goal of creating a more sustainable future for the entire region. Their mission is to partner local resources for residential, commercial, and municipal energy efficiency, serving as a one source resource.

Financial Highlights

- VCREA's unrestricted net position decreased by \$2,171 (1.08%) from \$200,259 to \$198,088 for fiscal year ended June 30, 2025, resulting from the continuation of the Clean Transportation Energy Program Grant agreement (ARV-20-009).
- Current assets increased by \$243,600 (46.47%) mostly from the collections of grants receivable.
- Current liabilities decreased by \$280,618 (98.69%) primarily from a decrease in accounts payable related to the ARV-20-009 program.
- Total revenues from all sources decreased \$265,930 (48.64%) in fiscal year 2025 due to a decrease of \$472,044 in grants revenue resulting from the reimbursement of electric vehicles and charging stations as part of the 4-year Clean Transportation Energy Program (ARV-20-009) recognized in the prior fiscal year, offset by an increase of \$206,114 in charges for services.
- Total expenses for VCREA's operations decreased \$339,438 (54.53%) for fiscal year ended June 30, 2025. The decrease in fiscal year 2025 resulted from decreases in salaries and benefits, as well as professional services and equipment and vehicle expenses, resulting from the purchase of electric vehicles and charging stations as part of the 4-year Clean Transportation Energy Program (ARV-20-009) in the prior fiscal year. Anticipated 2023 equipment delivery was delayed until 2024, attributing to the increase in expenses for fiscal year 2024. An extension to December 2025 was approved by the California Energy Commission to allow for sufficient time to complete all grant projects.

Ventura County Regional Energy Alliance

Management's Discussion and Analysis For the Year Ended June 30, 2025

Overview of the Financial Statements

The annual report consists of a series of basic financial statements. The *Statement of Net Position*, the *Statement of Revenues, Expenses and Changes in Net Position* and the *Statement of Cash Flows* provide information about the activities and performance of VCREA using accounting methods similar to those used by private sector companies and can be found on pages 8-10 of this report.

The *Statement of Net Position* includes all of VCREA's investments in resources (assets) and the obligations to creditors (liabilities). It also provides the basis for computing a rate of return, evaluating the capital structure of VCREA, and assessing the liquidity and financial flexibility VCREA.

All current year's revenues and expenses are accounted for in the *Statement of Revenues, Expenses and Changes in Net Position*. This statement reflects the result of VCREA's operations over the past year.

The final required financial statement is the *Statement of Cash Flows*, which provides information about VCREA's cash receipts and cash payments during the reporting period. This statement reports cash receipts, cash payments and net changes in cash resulting from operations, and provides answers to such questions as where did cash come from, what was cash used for, and what was the change in cash balance during the reporting period.

Notes to the Basic Financial Statements provide additional information that is essential to a full understanding of the data provided in the basic financial statements. The notes to the basic financial statements can be found on pages 11 through 16.

Financial Analysis

One of the most important questions asked about VCREA's finances is, "Is VCREA better off or worse off as a result of this year's activities?" The Statement of Net Position and the Statement of Revenues, Expenses and Changes in Net Position report information about VCREA in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting. All of the current year's revenues and expenses are taken into account regardless of when the cash is received or paid.

These two statements report VCREA's net position and changes therein. You can think of VCREA's net position – the difference between assets and liabilities – as one way to measure VCREA's financial health, or financial position. Over time, increases or decreases in VCREA's net position are one indicator of whether its financial health is improving or deteriorating.

Statement of Net Position - Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of VCREA, assets exceeded liabilities by \$198,088 and \$200,259 at the end of fiscal year 2025 and 2024, respectively, which may be utilized in future years.

Ventura County Regional Energy Alliance

Management's Discussion and Analysis For the Year Ended June 30, 2025

Condensed Statement of Net Position

	2025	2024	\$ Change	% Change	2023
Assets					
Current assets	\$ 280,652	\$ 524,252	\$ (243,600)	-46.47%	\$ 295,304
Non-current assets	190,343	185,759	4,584	2.47%	133,972
Total assets	<u>\$ 470,995</u>	<u>\$ 710,011</u>	<u>\$ (239,016)</u>	<u>-33.66%</u>	<u>\$ 429,276</u>
Liabilities					
Current liabilities	\$ 3,724	\$ 284,342	\$ (280,618)	-98.69%	\$ 103,672
Non-current liabilities	269,183	225,410	43,773	19.42%	49,666
Total liabilities	<u>\$ 272,907</u>	<u>\$ 509,752</u>	<u>\$ (236,845)</u>	<u>-46.46%</u>	<u>\$ 153,338</u>
Net Position					
Unrestricted	<u>198,088</u>	<u>200,259</u>	<u>(2,171)</u>	<u>-1.08%</u>	<u>275,938</u>
Total net position	<u><u>\$ 198,088</u></u>	<u><u>\$ 200,259</u></u>	<u><u>\$ (2,171)</u></u>	<u><u>-1.08%</u></u>	<u><u>\$ 275,938</u></u>

Statement of Revenues, Expenses and Changes in Net Position - Analysis

The Statement of Revenues, Expenses and Changes in Net Position shows how VCREA's net position changed during the fiscal years. In the case of VCREA, net position decreased by \$2,171 for the fiscal year ended June 30, 2025 and \$75,679 for the fiscal year ended June 30, 2024.

Condensed Statement of Revenue, Expenses and Changes in Net Position

	2025	2024	\$ Change	% Change	2023
Revenues					
Charge for services	\$ 234,985	\$ 28,871	\$ 206,114	713.91%	\$ 62,736
Grant revenue	45,831	517,875	(472,044)	-91.15%	230,750
Total revenues	<u>280,816</u>	<u>546,746</u>	<u>(265,930)</u>	<u>-48.64%</u>	<u>293,486</u>
Expenses					
Salaries and benefits	-	49,167	(49,167)	-100.00%	44,851
Professional services	241,232	387,738	(146,506)	-37.78%	187,825
General administration	41,755	185,520	(143,765)	-77.49%	13,619
Total expenses	<u>282,987</u>	<u>622,425</u>	<u>(339,438)</u>	<u>-54.53%</u>	<u>246,295</u>
Change in net position	(2,171)	(75,679)	73,508	-97.13%	47,191
Beginning net position	<u>200,259</u>	<u>275,938</u>	<u>(75,679)</u>	<u>-27.43%</u>	<u>228,747</u>
Ending net position	<u><u>\$ 198,088</u></u>	<u><u>\$ 200,259</u></u>	<u><u>\$ (2,171)</u></u>	<u><u>-1.08%</u></u>	<u><u>\$ 275,938</u></u>

In 2025, VCREA's total revenues decreased by \$265,930 resulting from a \$472,044 decrease in grant revenue received for the purchase of electric vehicles and charging stations as part of the 4-year Clean Transportation Energy Program (ARV-20-009) taking place in fiscal year 2024. The decrease was offset by a \$231,000 billing on the Green Business Partner Program (contract term 10/24-9/25). In addition, total expenses decreased by \$339,438 (54.5%). Specifically, professional service decreased by \$146,506 and general and administrative expenses decreased by \$143,765, mostly

Ventura County Regional Energy Alliance

Management's Discussion and Analysis For the Year Ended June 30, 2025

due to the winding down of the ARV-20-009 program in the amount of \$3.9 million, spread over four years from April 2021 through December 2025. Finally, the \$49,167 decrease in salaries and benefits was due to the change in the nature and classification of support provided by the County of Ventura during the fiscal year.

In 2024, VCREA's total revenues from all sources increased by \$253,260 or 86.29%, from \$293,486 in 2023 to \$546,746 in 2024. The increase resulted from the reimbursement of electric vehicles and charging stations as part of the ARV-20-009 program. Total expenses for VCREA's operations increased by \$376,130 or 152.72%, from \$246,295 in 2023 to \$622,425 in 2024. The increase resulted from the purchase of electric vehicles and charging stations as part of the ARV-20-009 program. Anticipated 2023 equipment delivery was delayed until 2024, attributing to the increase in expenses for fiscal year 2024. An extension to December 2025 was approved by the California Energy Commission to allow for sufficient time to complete all grant projects.

Conditions Affecting Current and Future Financial Position

Management has evaluated conditions that would have a significant impact on VCREA's financial position, net position, or operating results in terms of past, present and future.

In January of 2021, VCREA was awarded a \$2.5 million Clean Transportation Program Grant (ARV-20-009) from the California Energy Commission. VCREA serves as the administrative lead, working closely with project partners including Mixteco/Indígena Community Organization Project (MICOP), Gold Coast Transit District, City of Thousand Oaks, and County General Services Agency (GSA) to implement the five projects including an EV Coach, Community Electric Vanpool, GOnow Microtransit, an Electric Bus Accelerator Pilot and an Electric Remote Motor Pool Expansion project. MOUs were signed with project partners and work is set to conclude in December 2025.

Requests for Information

This financial report is designed to provide VCREA's funding sources, customers, stakeholders, and other interested parties with an overview of VCREA's financial operations and financial condition. Should there be any questions about this report or if there is a need for additional information, a request in writing should be submitted to: Ventura County Regional Energy Alliance, 646 County Square Drive, Suite 100, Ventura CA 93003, or email at VCREA.Admin@ventura.org.

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Basic Financial Statements

Ventura County Regional Energy Alliance

Statement of Net Position

June 30, 2025

(With comparative data for June 30, 2024)

	<u>2025</u>	<u>2024</u>
Assets		
Cash and cash equivalents	\$ 259,075	\$ 233,860
Accounts receivable	- 3,004	
Grants receivable	14,627	287,388
Retention receivable	190,343	185,759
Prepaid items	6,950	-
Total assets	<u>\$ 470,995</u>	<u>\$ 710,011</u>
Liabilities		
Accounts payable	\$ 151,155	\$ 235,175
Accrued salaries and benefits	- 152,825	
Retention payable	121,752	121,752
Total liabilities	<u>\$ 272,907</u>	<u>\$ 509,752</u>
Net position		
Unrestricted:	\$ 198,088	\$ 200,259
Total net position	<u>\$ 198,088</u>	<u>\$ 200,259</u>

The notes to the financial statements are an integral part of this statement.

Ventura County Regional Energy Alliance
 Statement of Revenues, Expenses and Changes in Net Position
 For the Fiscal Year Ended June 30, 2025
 (With comparative data for June 30, 2024)

	<u>2025</u>	<u>2024</u>
Revenues:		
Charge for services	\$ 234,985	\$ 28,871
Grant revenue	<u>45,831</u>	<u>517,875</u>
Total revenues	<u><u>280,816</u></u>	<u><u>546,746</u></u>
Expenses:		
Salaries and benefits	-	49,167
Professional services	<u>241,232</u>	<u>387,738</u>
General and administrative	<u>41,755</u>	<u>185,520</u>
Total expenses	<u><u>282,987</u></u>	<u><u>622,425</u></u>
Change in net position	(2,171)	(75,679)
Beginning net position	<u>200,259</u>	<u>275,938</u>
Ending net position	<u><u>\$ 198,088</u></u>	<u><u>\$ 200,259</u></u>

The notes to the financial statements are an integral part of this statement.

Ventura County Regional Energy Alliance

Statement of Cash Flows

For the Fiscal Year Ended June 30, 2025

(With comparative data for June 30, 2024)

	2025	2024
Cash flows from operating activities:		
Cash received from customers for services	\$ 237,989	\$ 30,618
Cash received from operating grants	314,008	285,071
Cash payments for supplies and services	<u>(526,782)</u>	<u>(266,011)</u>
Net cash provided (used) by operating activities	25,215	49,678
 Cash and cash equivalents beginning	 <u>233,860</u>	 <u>184,182</u>
 Cash and cash equivalents ending	 <u>\$ 259,075</u>	 <u>\$ 233,860</u>
 Reconciliation of operating income to cash flows provided by operating activities:		
Operating income (loss)	\$ (2,171)	\$ (75,679)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
(Increase) decrease in assets:		
Accounts receivable	3,004	1,747
Grants receivable	272,761	(181,017)
Retention receivable	(4,584)	(51,787)
Prepaid items	(6,950)	-
Increase (decrease) in liabilities:		
Accounts payable	(84,020)	307,247
Accrued salaries and benefits	(152,825)	49,167
Net cash provided (used) by operating activities	<u>\$ 25,215</u>	<u>\$ 49,678</u>

The notes to the financial statements are an integral part of this statement.

Ventura County Regional Energy Alliance

Notes to Financial Statements (Continued)

Year ended June 30, 2025

(With comparative data for June 30, 2024)

NOTE 1 – NATURE OF ORGANIZATION

The Ventura County Regional Energy Alliance (VCREA) is a Joint Powers Authority (JPA) located in Ventura County, California. VCREA was formed in July of 2003 comprising of public agencies working in collaboration to address the availability, reliability, conservation, and innovative use of energy and sustainable resources in the Ventura County region. VCREA's mission aims to make the region a leader in sustainable energy by focusing on reducing energy demand through efficiency and promoting the use of clean, local, and renewable energy sources.

The JPA has a twelve-member board consisting of Ventura Regional Sanitation District, City of Santa Paula, City of Ventura, City of Thousand Oaks, City of Fillmore, Ventura Unifies School District, City of Port Hueneme, Ventura County Community College District, County of Ventura, Calleguas Municipal Water District, City of Oxnard and City of Simi Valley.

The Financial Reporting Entity

Although the nucleus of a financial reporting entity usually is a primary government, an organization other than a primary government, such as a stand-alone government, may serve as the nucleus for its financial reporting entity when the stand-alone government provides separately issued financial statements. A stand-alone government is a legally separate governmental organization that does have a separately elected governing body and does not meet the definition of a component unit. VCREA meets the criteria as a stand-alone government, and accordingly, is accounted for and reported on as though it were a primary government.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

VCREA's Basic Financial Statements are prepared in accordance with the policies and procedures for California special districts. The accounting policies of VCREA conform to accounting principles generally accepted in the United States of America, and as prescribed by the Governmental Accounting Standards Board and Audits of State and Local Governmental Units, issued by the American Institute of Certified Public Accountants.

The activities of VCREA are accounted for in a single enterprise fund. Enterprise funds are used to account for those operations that are financed and operated in a manner similar to private business or where the Board has decided that the determination of revenues earned, costs incurred and/or net income is necessary for management accountability.

Measurement Focus and Basis of Accounting

Enterprise funds are accounted for on the flow of economic resources measurement focus utilizing full accrual accounting. With this measurement focus, all assets deferred outflows of resources, liabilities, and deferred inflows of resources of the enterprise are recorded on its statement of net position, and under the full accrual basis of accounting, all revenues are recognized when earned and all expenses, including depreciation, are recognized when incurred.

Ventura County Regional Energy Alliance

Notes to Financial Statements (Continued)

Year ended June 30, 2025

(With comparative data for June 30, 2024)

A deferred outflow of resources is defined as a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expenses/expenditure) until then. A deferred inflow of resources is defined as an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenues) until that time.

Unearned revenue arises when assets are received before revenue recognition criteria have been satisfied.

Statement of Net Position

The statement of net position is designed to display the financial position of VCREA. VCREA's net position is classified into three categories as follows:

- ***Net Investment in Capital Assets***

This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt are also included in this component of net position, as applicable.

- ***Restricted***

This component of net position consists of constraints placed on an assets use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or law and regulations of other governments, and reduced by liabilities and deferred inflows of resources related to those assets. It also pertains to constraints imposed by law or constitutional provisions or enabling legislation. VCREA applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

- ***Unrestricted***

This component of net position consists of the net amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

Statement of Revenues, Expenses, and Changes in Net Position

The statement of revenues, expenses, and changes in net position is the operating statement for proprietary funds. This statement distinguishes between operating and non-operating revenues and expenses and presents a separate subtotal for operating revenues, operating expenses, and operating income. Operating revenues and expenses generally result from providing services in connection with VCREA's principal ongoing operations. The principal operating revenues of VCREA are charges to customers for services. Operating expenses for VCREA include the cost of services, administrative expenses. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Ventura County Regional Energy Alliance

Notes to Financial Statements (Continued)

Year ended June 30, 2025

(With comparative data for June 30, 2024)

Cash and Cash Equivalents

Cash and cash equivalents include demand deposits held in bank and, when applicable, highly liquid investments with initial maturities of three months or less.

In accordance with GASB Statement No. 40, *Deposit, and Investment Disclosures (Amendment of GASB No.3)*, certain disclosure requirements for Deposits and Investment Risks were made in the areas of interest rate risk and credit risk. The credit risk disclosures include the following components: overall credit risk, custodial credit risk and concentrations of credit risk. In addition, other disclosures are specified including use of certain methods to present deposits and investments, highly sensitive investments, credit quality at year-end and other disclosures.

Accounts, Grants and Retention Receivables

District management considers all receivables to be fully collectible. Accordingly, an allowance for doubtful accounts has not been recorded in these financial statements. Retentions receivable of \$190,343 and retentions payable of \$121,752 as of June 30, 2025, were both from cumulative billings incurred for the Energy Commission Grant Program

Accounting Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Implemented Accounting and Reporting Changes

GASB Statement No. 102, Certain Risk Disclosures

This Statement requires a government to assess whether a concentration or constraint makes the primary government reporting unit or other reporting units that report a liability for revenue debt vulnerable to the risk of a substantial impact. Additionally, this Statement requires a government to assess whether an event or events associated with a concentration or constraint that could cause the substantial impact have occurred, have begun to occur, or are more likely than not to begin to occur within 12 months of the date the financial statements are issued.

If a government determines that those criteria for disclosure have been met for a concentration or constraint, it should disclose information in notes to financial statements in sufficient detail to enable users of financial statements to understand the nature of the circumstances disclosed and the government's vulnerability to the risk of a substantial impact. The disclosure should include descriptions for (1) the concentration or constraint (2) each event associated with the concentration or constraint that could cause a substantial impact if the event had occurred or had begun to occur prior to the issuance of the financial statements (3) actions taken by the government prior to the issuance of the financial statements to mitigate the risk. The implementation of this statement did not have a material impact on the financial statements.

Ventura County Regional Energy Alliance

Notes to Financial Statements (Continued)

Year ended June 30, 2025

(With comparative data for June 30, 2024)

Upcoming Accounting Pronouncements

The Entity is currently analyzing its accounting practices to determine the potential impact on the financial statements of the following recent GASB Statements:

GASB Statement No. 103, Financial Reporting Model Improvements

This Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability.

This Statement establishes new accounting and financial reporting requirements or modifies existing requirements related to (a) Management's discussion and analysis (MD&A) (b) Unusual or infrequent items (c) Presentation of the proprietary fund statement of revenues, expenses, and changes in fund net position (d) Information about major component units in basic financial statements (5) Budgetary comparison information (6) Financial trend information in the statistical section. The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter.

NOTE 3 – CASH AND CASH EQUIVALENTS

VCREA's cash and cash equivalents consisted of the following as of June 30, 2025:

	2025	2024
Cash in banks	\$ 259,075	\$ 233,860

Cash Deposits

Bank balances are insured up to \$250,000 per bank by the Federal Deposit Insurance Corporation ("FDIC"). The bank balance of VCREA's cash in bank, which was \$259,760, exceeded the insured limit by \$9,760 as of June 30, 2025. None of VCREA's deposits with financial institutions in excess of FDIC limits were held in uncollateralized accounts. All of VCREA's accounts met the collateral and categorization requirements as noted in the following paragraphs.

Fair Value Measurements

GASB 72 established a hierarchy of inputs to the valuation techniques above. This hierarchy has three levels:

- Level 1 inputs are quoted prices in active markets for identical assets or liabilities.
- Level 2 inputs are quoted market prices for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other than quoted prices that are not observable
- Level 3 inputs are unobservable inputs, such as a property valuation or an appraisal.

VCREA has no investments subject to the fair value measurement hierarchy.

Ventura County Regional Energy Alliance

Notes to Financial Statements (Continued)

Year ended June 30, 2025

(With comparative data for June 30, 2024)

Risk Disclosures

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are described below:

- ***Interest Rate Risk***

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to the changes in market interest rates.

- ***Credit Risk***

Credit risk is the risk of loss due to the failure of the security issuer. This is measured by the assignment of a rating by a nationally recognized statistical rating organization.

- ***Custodial Credit Risk***

Custodial credit risk is the risk that in the event of a bank failure, VCREA's deposits may not be returned to it. VCREA does not have a written policy for custodial credit risk over deposits. The California Government Code requires that a financial institution secure deposit made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105% of the secured deposits.

- ***Concentration of Credit Risk***

VCREA has no limitations on the amount that can be invested in any one issuer other than what is stipulated by the California Government Code.

NOTE 4 – EMPLOYEE BENEFITS AND PENSION PLAN

The County of Ventura has contracted to provide staff to VCREA. As employees of the County of Ventura, they will continue to participate in the cost sharing employer contributory defined benefit pension plan administered by the Ventura County Employees' Retirement Association and other post-employment benefits plan. These benefits are handled by the County of Ventura. Payroll for these employees is processed by the County of Ventura Auditor-Controller's Office payroll section. Total costs of payroll and benefits are reimbursed by VCREA to the County of Ventura throughout the year. In order to meet monthly operating expenses during the Ventura County EV Ready Blueprint Grant Program (EV2.0) spanning from April 2021 through December 2025, VCREA has temporarily suspended reimbursements beginning July 2021, until EV2.0 is concluded in December 2025. At that time, the cumulative balance of payroll and benefits expenses from July 1, 2021 through December 31, 2025 will be transferred to the County of Ventura.

Ventura County Regional Energy Alliance

Notes to Financial Statements (Completed)

Year ended June 30, 2025

(With comparative data for June 30, 2024)

NOTE 5 – COMMITMENTS AND CONTINGENCIES

VCREA may be exposed to various claims and litigation during the normal course of business. However, management believes there were no matters that would have a material adverse effect on VCREA's financial position or results of operations as of June 30, 2025.

NOTE 6 – SUBSEQUENT EVENTS

Management has evaluated all subsequent events from the statement of financial position date of June 30, 2025, through the date the financial statements were available to be issued and has not identified any material items that are required to be reported.

Report on Internal Control and Compliance



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Directors
Ventura County Regional Energy Alliance

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Ventura County Regional Energy Alliance (VCREA) as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise VCREA's basic financial statements, and have issued our report thereon dated October 21, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered VCREA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of VCREA's internal control. Accordingly, we do not express an opinion on the effectiveness of VCREA's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether VCREA's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and



material effect on the financial statement. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests did not disclose instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

C & A LLP

October 21, 2025
Morgan Hill, California



To the Board of Directors of the
Ventura County Regional Energy Alliance

We have audited the basic financial statements of the Ventura County Regional Energy Alliance as of and for the year ended June 30, 2025, and have issued our report thereon dated October 21 2025. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility under Generally Accepted Auditing Standards and *Government Auditing Standards*

As communicated in our engagement letter, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Ventura County Regional Energy Alliance solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information in documents containing Ventura County Regional Energy Alliance's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.



Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated with management.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence. Safeguards have been implemented to reduce threats to our independence to an acceptable level in relation to the preparation of the financial statements and related note disclosures. Those safeguards include the review of the financial statements and notes by a qualified Partner, Manager, Senior or third party, that has not been included in the audit team.

Significant Risks Identified

We did not identify any significant risks that required special audit consideration.

Qualitative Aspects of the Authority's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Ventura County Regional Energy Alliance is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during June 30, 2025. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

We evaluated the key factors and assumptions used to develop the identified estimates and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.



Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting Ventura County Regional Energy Alliance's financial statements relate to cash and investments.

Significant Unusual Transactions

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. No significant unusual transactions were identified as a result of our audit procedures that required the attention of management.

Identified or Suspected Fraud

We did not identify nor obtain information that indicates that fraud may have occurred.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no uncorrected financial statement misstatements identified.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. There were no material, corrected misstatements noted during the audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Ventura County Regional Energy Alliance's financial statements or the auditor's report. No such disagreements arose during the course of the audit.



Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. There were no circumstances that affect the form and content of our auditor's report.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated October 21, 2025.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Ventura County Regional Energy Alliance, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Ventura County Regional Energy Alliance's auditors.

This report is intended solely for the information and use of the Board and management of the Ventura County Regional Energy Alliance and is not intended to be and should not be used by anyone other than these specified parties.

C & A LLP

October 21, 2025
Morgan Hill, California



Ventura County Regional Energy Alliance Board of Directors

Item 11

Subject: Approval of the General and Administrative Budget for FY 26/27

Date: Thursday, February 19, 2026

Requested Action:

1. Approve the General and Administrative Budget for FY 26/27

Attachments:

1. General and Administrative Budget FY 26/27

Ventura County Regional Energy Alliance- FY 2026/2027 General and Administrative Budget

	Previously Approved		FY 2026/2027 ¹	
	REVENUE	EXPENSES	REVENUE	EXPENSES
Green Business Partner				
Green Business Partner Contracts				
Admin Charge				
VCGB Total	\$12,240	\$12,240	\$56,000	\$56,000
 EV 2.0²				
CA Energy Commission				
VCREA Staff				
Contractors:				
<i>EV Coach(es)</i>				
<i>Gold Coast Transit District</i>				
<i>County of Ventura General Service Agency</i>				
<i>City of Thousand Oaks</i>				
<i>MICOP</i>				
Other (Travel, materials)				
EV 2.0 Total	\$596,570	\$0	\$0	\$0
 TOTAL PROGRAM BUDGET	\$608,810	\$608,810	\$61,600	\$56,000

¹ FY budgets are based on the assumption that current funding levels will remain the same. Staff will continue to seek additional funding.

² Total funding amount is \$2,500,000, covering the grant period from April 2021 to December 2025.

Comparative Analysis FY 2026/2027

Your Board approved the FY 2025/2026 General and Administrative Budget on August 21, 2025, since then the following has occurred:

- Your Board is set to ratify and approve the Green Business Partner Contracts at today's meeting, delegating authority to VCREA's Executive Director to sign Green Business Partner Contracts with California Green Business Network, ECOSLO, and Environmental Innovations to support and implement the 3C-REN's Commercial Energy Savings Program within the tri-county region.
- The EV 2.0 grant project, effective April 2021, allocated \$2,500,000 in funding from the California Energy Commission to implement the Ready, Set, Go Electric Ventura County EV Blueprint concluded on December 31, 2025.
- Staff will continue efforts to pursue other funding sources that align with our mission and goals and will come back to the Board when other funding sources are secured.

Service Rates FY 2026/2027:

Staff will return to your Board for approval. County of Ventura's billable rates have not yet been approved by County Board of Supervisors.

VCREA Contracts and Agreement

	Service	Entity	Type	Amount
1.	Fiscal and Annual Audit Services	Ventura Regional Sanitation District (VRSD)	Contract, Amendment 1 Executive Director executed	Time & material basis
2.	Support and Implementation of 3C-REN's Commercial Energy Savings Program	Environmental Center of San Luis Obispo (ECOSLO)	Contract 2026 Expect Board approval February 19, 2026	\$33,000
3.	Support and Implementation of 3C-REN's Commercial Energy Savings Program	California Green Business Network (CAGBN)	Contract 2026 Expect Board approval February 19, 2026	\$33,000
4.	Support and Implementation of 3C-REN's Commercial Energy Savings Program	Environmental Innovations (EI)	Contract 2026 Expect Board approval February 19, 2026	\$46,000

Future contracts and consultant positions will be reviewed and approved by the Executive Director with approval of the Board for those contracts exceeding \$25,000 per year. Additional contractors may be utilized as needs arise.



Ventura County Regional Energy Alliance Board of Directors

Item 12

Subject: **Green Business Partner Contracts**

Date: **Thursday, February 19, 2026**

Requested Action:

Recommendation that the VCREA Board of Directors ratify and delegate authority to the VCREA Executive Director to:

1. Approve and Sign the Green Business Partner Contract with California Green Business Network.
2. Approve and Sign the Green Business Partner Contract with ECOCLC.
3. Approve and Sign the Green Business Partner Contract and Amendment No. 1 with Environmental Innovations.

Attachments:

1. Board Letter
2. Green Business Partner Contract with California Green Business Network.
3. Green Business Partner Contract with ECOCLC.
4. Green Business Partner Contract with Environmental Innovations.
5. Green Business Partner Contract Amendment No. 1 with Environmental Innovations.



VENTURA COUNTY REGIONAL ENERGY ALLIANCE

646 County Square Drive · Ventura,
California 93003 (805)654-3874
vcrea.admin@ventura.org

February 19, 2026

Board of Directors
Ventura County Regional Energy Alliance
646 County Square Drive, Suite 100
Ventura, CA 93003

SUBJECT: Recommendation that the VCREA Board of Directors ratify and delegate authority to the VCREA Executive Director to: Approve and Sign the 2026 Green Business Partner Contract with California Green Business Network (CAGBN); Approve and Sign the 2026 Green Business Partner Contract with Environmental Center of San Luis Obispo (ECOSLO); and Approve and Sign the 2026 Green Business Partner Contract and Amendment No. 1 with Environmental Innovations.

Recommendation:

It is recommended that VCREA Board of Directors ratify and delegate authority to the VCREA Executive Director to:

1. Approve and Sign the Green Business Partner Contract with CAGBN.
2. Approve and Sign the Green Business Partner Contract with ECOSLO.
3. Approve and Sign the Green Business Partner Contract and Amendment No. 1 with Environmental Innovations.

Fiscal Impacts:

Source of Funding: \$112,000 in 3C-REN funding comprising a \$13,000 contract with CAGBN; \$13,000 contract with ECOSLO; \$26,000 contract with Environmental Innovations; and up to \$60,000 in combined business referral incentives.

Funding Match Required: None.

Background:

In 2017, VCREA began its role as the implementer of the Ventura County Green Business Program within Ventura County, excluding the City of Ventura. With financial support from municipal partners and grants from CAGBN, VCREA has successfully implemented the program, certifying more than 36 businesses.

In 2024, the Tri-County Regional Energy Network (3C-REN) began implementing their Commercial Energy Saving Program. The Commercial Energy Saving Program design consists of two main

components—Green Business Program support and a new population Normalized Metered Energy Consumption (NMEC) pathway. 3C-REN provides technical and financial assistance to local businesses for implementing energy saving measures. Customer participation includes being educated on local program offerings and benefits, implementing measures as part of Green Business certification, and/or making upgrades as part of a population NMEC program offering incentives.

The NMEC model delivers energy upgrades utilizing a network of energy efficiency installers (Aggregators) who are paid incentives based on the metered savings achieved with their installations. These performance incentives push Aggregators to maximize both customer savings and grid benefits. The Aggregators work directly with commercial businesses to sell and install energy efficiency measures. The Aggregators offer a suite of measures that generate savings, which include lighting, heating and air-conditioning, water heaters, insulation, smart thermostats, water heater controls, and storage. The program does not have a list of eligible measures but rather allows for customized solutions. Therefore, Aggregators could potentially deliver measures from utility programs or identify measures with direct incentives to offer through this 3C-REN program as part of their customized energy solutions. The flexibility of the approach allows for Aggregators to work directly with customers to meet their needs by identifying projects that result in metered energy savings.

3C-REN currently utilizes Recurve Analytics Inc. and the NMEC framework to implement their Commercial Marketplace program. 3C-REN will continue to recruit energy efficiency installers and utilize installers that are already proficient in the NMEC model to be installers for the Commercial Marketplace program. This will not only help 3C-REN programs but will also help the Tri-County Region workforce to strengthen their skills with new program models and to be competitive with new technologies.

Discussion

With the launch of the 3C-REN Commercial Energy Saving Program, CAGBN, ECOSLO, and Environmental Innovations each take a regional role to support and implement 3C-REN's Commercial Energy Saving Program: CAGBN covers Santa Barbara County; ECOSLO covers San Luis Obispo County; and Environmental Innovations covers Ventura County. Given VCREA's history and relationships with various Green Business Partners in the region, VCREA holds and manages contracts with the before-mentioned partners as each supports 3C-REN's initiatives. VCREA already holds a reimbursement agreement with 3C-REN, so this will not add a significant administrative burden. VCREA will continue an agreement with CAGBN, ECOSLO, and Environmental Innovations and reimburse them for any work completed and approved by 3C-REN Commercial Energy Savings program manager.

3C-REN's Commercial Energy Savings Program will fund the services. There will be no cost to VCREA, and all additional administrative duties will also be reimbursed by 3C-REN.

For these reasons it is recommended that your Board ratify and delegate authority to the VCREA Executive Director to: approve and sign the 2026 Green Business partner contract with CAGBN; approve and sign the 2026 Green Business partner contract with ECOCLO; and approve and sign the 2026 Green Business partner contract and Amendment No. 1 with Environmental Innovations.

Should you have any questions, please feel free to contact Heather Allen, VCREA Program Administrator, at heather.allen@ventura.org.

Sincerely,



Heather Allen
Program Administrator



Alejandra Téllez
VCREA Executive Director

Attachments:

1. Contract with CAGBN.
2. Contract with ECOCLO.
3. Contract and Amendment No. 1 with Environmental Innovations.

Ventura County Regional Energy Alliance
Contract 015

C O N T R A C T

This Contract is entered into this 1st day of January 2026, by and between the Ventura County Regional Energy Alliance (VCREA), a joint powers authority (JPA) established in the State of California hereinafter called "VCREA," and the California Green Business Network (CAGBN), Green Business Partner – Santa Barbara County hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, pursuant to authority granted in the Joint Exercise of Powers Act (Gov. Code, 6500, et seq., "the Act"), the VCREA Board of Directors has the authority to engage independent contractors to perform services for the JPA.

WHEREAS, it is necessary and desirable that Contractor be engaged by VCREA for the purpose of performing the professional services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for VCREA in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, VCREA will make payment to Contractor in the manner specified in Exhibit A. Notwithstanding anything herein to the contrary, the total sum of all payments made by VCREA to Contractor for services rendered under this Agreement shall not exceed the amounts listed in the compensation schedule in Exhibit A. VCREA expressly reserves the right to deny any payment or reimbursement requested by Contractor for services rendered that is in excess of the limit of the amounts outlined in compensation schedule of Exhibit A.

3. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons

performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against VCREA for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of VCREA only as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the VCREA from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the VCREA, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. NON-ASSIGNABILITY

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of VCREA, and any attempted assignment without such prior written consent will be null and void and will be cause, at VCREA's sole and absolute discretion, for immediate termination of this Contract.

5. TERM

This Contract will be in effect from January 1 through December 31, 2026, subject to all the terms and conditions set forth herein.

This Contract may, upon mutual agreement, be extended and continued until cancelled.

Time is of the essence in the performance of this Contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the VCREA Board of Directors. If funds to affect such continued payment are not appropriated, VCREA may terminate this Contract, or any part hereof, as thereby affected and Contractor will relieve VCREA of any further obligation therefore.

6. TERMINATION

Notwithstanding anything herein to the contrary, the VCREA may terminate this Contract at any time for any reason by providing 10 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, VCREA will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the VCREA may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. DEFAULT

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then VCREA may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to Section 6 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend (with counsel acceptable to VCREA), indemnify, and save harmless the VCREA, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, VCREA or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole gross negligence or intentional misconduct of VCREA. Contractor agrees to waive all rights of

subrogation against VCREA for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. INSURANCE PROVISIONS

- A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:
 - 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.
 - 2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- B) All insurance required will be primary coverage as respects VCREA and any insurance or self-insurance maintained by VCREA will be excess of Contractor's insurance coverage and will not contribute to it.
- C) VCREA is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The VCREA is to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the VCREA, its Boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from work performed by Contractor under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the VCREA.
- G) Contractor agrees to provide VCREA with the following insurance documents on or before the effective date of this Contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsement for General Liability Insurance.

3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. NON-DISCRIMINATION

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to VCREA upon request.

11. SUBSTITUTION

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the VCREA. Any substitution will be with a person of commensurate experience and knowledge.

12. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the VCREA or any of its officers, agents, or employees, except as provided herein.

13. CONTRACT MONITORING

The VCREA will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours, with at least a 24 hours advance notice. Review, checking, approval or other action by the VCREA will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This

Contract will be administered by the VCREA Executive Director or his/her designated representative.

14. ADDENDA

VCREA may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between VCREA and Contractor will only be effective when incorporated in written amendments to this Contract. This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties.

15. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which VCREA requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the VCREA except as authorized by law. Notwithstanding the foregoing or anything else herein, CAGBN shall retain all rights, title and interest in all of CAGBN's existing Intellectual Property, even if such Intellectual Property is incorporated into the deliverables provided by Environmental Innovations pursuant to this contract.

17. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: VCREA
County Executive Office
646 County Square Drive Suite 100
Ventura, CA 93003

TO CONTRACTOR: The California Green Business Network
307 Laguna St
Santa Cruz, CA 95060

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. MERGER CLAUSE

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the VCREA, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of VCREA except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

19. ORDER OF PRECEDENCE

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

1. This Contract.
2. Exhibit A

20. GOVERNING LAW, VENUE

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California. Venue for any claim under or dispute involving this Contract shall be the California Superior Court for Ventura County.

21. SEVERABILITY OF CONTRACT

If any provision or term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, then the remainder of the Contract terms will remain in full force and effect and will not be affected.

22. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the VCREA in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

23. COMPLIANCE WITH LAWS

Each party to this Contract will comply with all applicable laws.

24. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

25. NON-EXCLUSIVITY

VCREA reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of VCREA.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date first set forth above.

VENTURA COUNTY REGIONAL ENERGY ALLIANCE

CONTRACTOR*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

Secretary of State Entity Number

CONTRACTOR*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer (or Treasurer), or (d) an Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract

Exhibit A

CONTRACTOR HEREINAFTER CALLED “GREEN BUSINESS PARTNER (GBP)” RESPONSIBILITIES

- Engage in marketing and outreach to Spanish-speaking business owners, communities of color as well as those businesses experiencing financial distress and disinvestment in the region.
- Market and advertise the 3C-REN Commercial Energy Savings (CES) program to small businesses; explicitly mention this offering during outreach in San Luis Obispo, Santa Barbara, and Ventura Counties
- Connect businesses with 3C-REN enrolled contractors for potential energy upgrades as appropriate or refer them to the 3C-REN commercial concierge
- Participate in routine check-in meetings with 3C-REN and provide updates as appropriate

3C-REN Commercial Energy Savings (CES) Project Completion

- The GBP agrees to refer businesses to 3C-REN's Commercial Energy Savings program when they express interest in energy upgrade projects, such as HVAC, water heating, lighting, building envelope, etc. Referrals can be made via a web form or by directly providing project information to the 3C-REN CES Commercial Concierge, in addition to connecting businesses directly with 3C-REN enrolled contractors.
- Completed Project Compensation will be as follows until budget is exhausted:
 - \$1,000 per completed project in the 3C-REN Commercial Program
 - A completed project is defined by one that has a qualifying measure installed on the property by an enrolled contractor. GBN must notify 3C-REN that the project originated from a GBN lead prior to installation.
- Metrics:
 - Number and names of businesses receiving information about 3C-REN CES Program
 - Number and names of businesses with completed projects in the 3C-REN CES Program

COMPENSATION SCHEDULE

NOT TO EXCEED \$73,000

GBP	Admin Installment 1	Admin Installment 2	Admin Total	Completed Project Budget*
Environmental Innovations for City of Ventura	\$7,000	\$6,000	\$13,000	\$60,000 NTE
ECOSLO for San Luis Obispo County	\$7,000	\$6,000	\$13,000	

California Green Business Network for Santa Barbara County	\$7,000	\$6,000	\$13,000	
<p>*Completed Project Budget available to all participating GBP for a total not to exceed amount of \$60,000 to be invoiced quarterly and verified by 3C-REN.</p> <p>Completed Project compensation is as follows:</p> <ul style="list-style-type: none"> • \$1,000 per completed project in the 3C-REN Commercial Program • A completed project is defined by one that has a qualifying measure installed on the property by an enrolled contractor. GBN must notify 3C-REN that the project originated from a GBN lead prior to installation. 				
<p>To ensure equitable distribution of funds, \$20,000 from the completed project budget will be reserved for each implementor during the first six months of the contract term. After this period, any unspent reserved funds will be made available to all implementers.</p>				

Invoicing and Reporting

- Each GBP will receive two installment payments over the term of the contract for providing GBP support and services in an amount not to exceed \$13,000. The first installment of \$7,000 will be processed in January 2026 and \$6,000 in July 2026.
- GBP Implementers will provide quarterly invoices and reports to 3C-REN by the 13th day of the first month of each quarter to report the number and names of businesses receiving information about the 3C-REN CES Program and all completed 3C-REN CES projects that came from a GBP
 - o Reporting shall include customer information (e.g., business name, primary contact, type of business, and address) and project information associated with each claimed completed project.
 - o Invoicing shall include name of businesses engaged in the 3C-REN Commercial program. Invoices will be paid upon confirmation of a completed project by 3C-REN program staff that the project was referred by a GBP.
- 3C-REN Staff will review projects quarterly for “pre-approval” within CES program implementers’ portal. 3C-REN staff will communicate to the GBP Implementor when a project is complete. GBP Implementor will report completed projects in their next quarterly invoice.
- Payment terms are typically Net 30 Days of verified invoiced amounts, in arrears for services rendered or deliverables.

Ventura County Regional Energy Alliance
Contract 013

C O N T R A C T

This Contract is entered into this 1st day of January 2026, by and between the Ventura County Regional Energy Alliance (VCREA), a joint powers authority (JPA) established in the State of California hereinafter called "VCREA," and Environmental Center of San Luis Obispo (ECOSLO), Green Business Partner – San Luis Obispo County hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, pursuant to authority granted in the Joint Exercise of Powers Act (Gov. Code, 6500, et seq., "the Act"), the VCREA Board of Directors has the authority to engage independent contractors to perform services for the JPA.

WHEREAS, it is necessary and desirable that Contractor be engaged by VCREA for the purpose of performing the professional services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for VCREA in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, VCREA will make payment to Contractor in the manner specified in Exhibit A. Notwithstanding anything herein to the contrary, the total sum of all payments made by VCREA to Contractor for services rendered under this Agreement shall not exceed the amounts listed in the compensation schedule in Exhibit A. VCREA expressly reserves the right to deny any payment or reimbursement requested by Contractor for services rendered that is in excess of the limit of the amounts outlined in compensation schedule of Exhibit A.

3. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons

performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against VCREA for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of VCREA only as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the VCREA from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the VCREA, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. NON-ASSIGNABILITY

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of VCREA, and any attempted assignment without such prior written consent will be null and void and will be cause, at VCREA's sole and absolute discretion, for immediate termination of this Contract.

5. TERM

This Contract will be in effect from January 1 through December 31, 2026, subject to all the terms and conditions set forth herein.

This Contract may, upon mutual agreement, be extended and continued until cancelled.

Time is of the essence in the performance of this Contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the VCREA Board of Directors. If funds to affect such continued payment are not appropriated, VCREA may terminate this Contract, or any part hereof, as thereby affected and Contractor will relieve VCREA of any further obligation therefore.

6. TERMINATION

Notwithstanding anything herein to the contrary, the VCREA may terminate this Contract at any time for any reason by providing 10 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, VCREA will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the VCREA may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. DEFAULT

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then VCREA may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to Section 6 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend (with counsel acceptable to VCREA), indemnify, and save harmless the VCREA, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, VCREA or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole gross negligence or intentional misconduct of VCREA. Contractor agrees to waive all rights of

subrogation against VCREA for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. INSURANCE PROVISIONS

- A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:
 - 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.
 - 2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- B) All insurance required will be primary coverage as respects VCREA and any insurance or self-insurance maintained by VCREA will be excess of Contractor's insurance coverage and will not contribute to it.
- C) VCREA is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The VCREA is to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the VCREA, its Boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from work performed by Contractor under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the VCREA.
- G) Contractor agrees to provide VCREA with the following insurance documents on or before the effective date of this Contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsement for General Liability Insurance.

3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. NON-DISCRIMINATION

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to VCREA upon request.

11. SUBSTITUTION

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the VCREA. Any substitution will be with a person of commensurate experience and knowledge.

12. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the VCREA or any of its officers, agents, or employees, except as provided herein.

13. CONTRACT MONITORING

The VCREA will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours, with at least a 24 hours advance notice. Review, checking, approval or other action by the VCREA will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This

Contract will be administered by the VCREA Executive Director or his/her designated representative.

14. ADDENDA

VCREA may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between VCREA and Contractor will only be effective when incorporated in written amendments to this Contract. This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties.

15. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which VCREA requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the VCREA except as authorized by law. Notwithstanding the foregoing or anything else herein, CAGBN shall retain all rights, title and interest in all of CAGBN's existing Intellectual Property, even if such Intellectual Property is incorporated into the deliverables provided by Environmental Innovations pursuant to this contract.

17. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: VCREA
County Executive Office
646 County Square Drive Suite 100
Ventura, CA 93003

TO CONTRACTOR: Environmental Center of San Luis Obispo (ECOSLO)
Mailing Address: PO Box 1014
San Luis Obispo, CA 93406

Physical Address: 1012 Pacific Street Suite B-1
San Luis Obispo, CA 93401

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. MERGER CLAUSE

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the VCREA, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of VCREA except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

19. ORDER OF PRECEDENCE

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

1. This Contract.
2. Exhibit A

20. GOVERNING LAW, VENUE

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California. Venue for any claim under or dispute involving this Contract shall be the California Superior Court for Ventura County.

21. SEVERABILITY OF CONTRACT

If any provision or term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, then the remainder of the Contract terms will remain in full force and effect and will not be affected.

22. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the VCREA in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

23. COMPLIANCE WITH LAWS

Each party to this Contract will comply with all applicable laws.

24. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

25. NON-EXCLUSIVITY

VCREA reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of VCREA.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date first set forth above.

VENTURA COUNTY REGIONAL ENERGY ALLIANCE

CONTRACTOR*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

Secretary of State Entity Number

CONTRACTOR*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer (or Treasurer), or (d) an Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract

Exhibit A

CONTRACTOR HEREINAFTER CALLED “GREEN BUSINESS PARTNER (GBP)” RESPONSIBILITIES

- Engage in marketing and outreach to Spanish-speaking business owners, communities of color as well as those businesses experiencing financial distress and disinvestment in the region.
- Market and advertise the 3C-REN Commercial Energy Savings (CES) program to small businesses; explicitly mention this offering during outreach in San Luis Obispo, Santa Barbara, and Ventura Counties
- Connect businesses with 3C-REN enrolled contractors for potential energy upgrades as appropriate or refer them to the 3C-REN commercial concierge
- Participate in routine check-in meetings with 3C-REN and provide updates as appropriate

3C-REN Commercial Energy Savings (CES) Project Completion

- The GBP agrees to refer businesses to 3C-REN's Commercial Energy Savings program when they express interest in energy upgrade projects, such as HVAC, water heating, lighting, building envelope, etc. Referrals can be made via a web form or by directly providing project information to the 3C-REN CES Commercial Concierge, in addition to connecting businesses directly with 3C-REN enrolled contractors.
- Completed Project Compensation will be as follows until budget is exhausted:
 - \$1,000 per completed project in the 3C-REN Commercial Program
 - A completed project is defined by one that has a qualifying measure installed on the property by an enrolled contractor. GBN must notify 3C-REN that the project originated from a GBN lead prior to installation.
- Metrics:
 - Number and names of businesses receiving information about 3C-REN CES Program
 - Number and names of businesses with completed projects in the 3C-REN CES Program

COMPENSATION SCHEDULE

NOT TO EXCEED \$73,000

GBP	Admin Installment 1	Admin Installment 2	Admin Total	Completed Project Budget*
Environmental Innovations for City of Ventura	\$7,000	\$6,000	\$13,000	\$60,000 NTE
ECOSLO for San Luis Obispo County	\$7,000	\$6,000	\$13,000	

California Green Business Network for Santa Barbara County	\$7,000	\$6,000	\$13,000	
<p>*Completed Project Budget available to all participating GBP for a total not to exceed amount of \$60,000 to be invoiced quarterly and verified by 3C-REN.</p> <p>Completed Project compensation is as follows:</p> <ul style="list-style-type: none"> • \$1,000 per completed project in the 3C-REN Commercial Program • A completed project is defined by one that has a qualifying measure installed on the property by an enrolled contractor. GBN must notify 3C-REN that the project originated from a GBN lead prior to installation. 				
<p>To ensure equitable distribution of funds, \$20,000 from the completed project budget will be reserved for each implementor during the first six months of the contract term. After this period, any unspent reserved funds will be made available to all implementers.</p>				

Invoicing and Reporting

- Each GBP will receive two installment payments over the term of the contract for providing GBP support and services in an amount not to exceed \$13,000. The first installment of \$7,000 will be processed in January 2026 and \$6,000 in July 2026.
- GBP Implementers will provide quarterly invoices and reports to 3C-REN by the 13th day of the first month of each quarter to report the number and names of businesses receiving information about the 3C-REN CES Program and all completed 3C-REN CES projects that came from a GBP
 - Reporting shall include customer information (e.g., business name, primary contact, type of business, and address) and project information associated with each claimed completed project.
 - Invoicing shall include name of businesses engaged in the 3C-REN Commercial program. Invoices will be paid upon confirmation of a completed project by 3C-REN program staff that the project was referred by a GBP.
- 3C-REN Staff will review projects quarterly for “pre-approval” within CES program implementers’ portal. 3C-REN staff will communicate to the GBP Implementor when a project is complete. GBP Implementor will report completed projects in their next quarterly invoice.
- Payment terms are typically Net 30 Days of verified invoiced amounts, in arrears for services rendered or deliverables.

Ventura County Regional Energy Alliance
Contract 014

C O N T R A C T

This Contract is entered into this 1st day of January 2026, by and between the Ventura County Regional Energy Alliance (VCREA), a joint powers authority (JPA) established in the State of California hereinafter called "VCREA," and Environmental Innovations, Green Business Partner – City of Ventura hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, pursuant to authority granted in the Joint Exercise of Powers Act (Gov. Code, 6500, et seq., "the Act"), the VCREA Board of Directors has the authority to engage independent contractors to perform services for the JPA.

WHEREAS, it is necessary and desirable that Contractor be engaged by VCREA for the purpose of performing the professional services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for VCREA in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, VCREA will make payment to Contractor in the manner specified in Exhibit A. Notwithstanding anything herein to the contrary, the total sum of all payments made by VCREA to Contractor for services rendered under this Agreement shall not exceed the amounts listed in the compensation schedule in Exhibit A. VCREA expressly reserves the right to deny any payment or reimbursement requested by Contractor for services rendered that is in excess of the limit of the amounts outlined in compensation schedule of Exhibit A.

3. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons

performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against VCREA for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of VCREA only as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the VCREA from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the VCREA, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. NON-ASSIGNABILITY

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of VCREA, and any attempted assignment without such prior written consent will be null and void and will be cause, at VCREA's sole and absolute discretion, for immediate termination of this Contract.

5. TERM

This Contract will be in effect from January 1 through December 31, 2026, subject to all the terms and conditions set forth herein.

This Contract may, upon mutual agreement, be extended and continued until cancelled.

Time is of the essence in the performance of this Contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the VCREA Board of Directors. If funds to affect such continued payment are not appropriated, VCREA may terminate this Contract, or any part hereof, as thereby affected and Contractor will relieve VCREA of any further obligation therefore.

6. TERMINATION

Notwithstanding anything herein to the contrary, the VCREA may terminate this Contract at any time for any reason by providing 10 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, VCREA will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the VCREA may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. DEFAULT

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then VCREA may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to Section 6 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend (with counsel acceptable to VCREA), indemnify, and save harmless the VCREA, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, VCREA or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole gross negligence or intentional misconduct of VCREA. Contractor agrees to waive all rights of

subrogation against VCREA for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. INSURANCE PROVISIONS

- A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:
 - 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.
 - 2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- B) All insurance required will be primary coverage as respects VCREA and any insurance or self-insurance maintained by VCREA will be excess of Contractor's insurance coverage and will not contribute to it.
- C) VCREA is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The VCREA is to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the VCREA, its Boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from work performed by Contractor under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the VCREA.
- G) Contractor agrees to provide VCREA with the following insurance documents on or before the effective date of this Contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsement for General Liability Insurance.

3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. NON-DISCRIMINATION

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to VCREA upon request.

11. SUBSTITUTION

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the VCREA. Any substitution will be with a person of commensurate experience and knowledge.

12. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the VCREA or any of its officers, agents, or employees, except as provided herein.

13. CONTRACT MONITORING

The VCREA will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours, with at least a 24 hours advance notice. Review, checking, approval or other action by the VCREA will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This

Contract will be administered by the VCREA Executive Director or his/her designated representative.

14. ADDENDA

VCREA may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between VCREA and Contractor will only be effective when incorporated in written amendments to this Contract. This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties.

15. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which VCREA requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the VCREA except as authorized by law. Notwithstanding the foregoing or anything else herein, CAGBN shall retain all rights, title and interest in all of CAGBN's existing Intellectual Property, even if such Intellectual Property is incorporated into the deliverables provided by Environmental Innovations pursuant to this contract.

17. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: VCREA
County Executive Office
646 County Square Drive Suite 100
Ventura, CA 93003

TO CONTRACTOR: Environmental Innovations
307 Laguna ST
Santa Cruz, CA 95060

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. MERGER CLAUSE

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the VCREA, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of VCREA except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

19. ORDER OF PRECEDENCE

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1. This Contract.
2. Exhibit A

20. GOVERNING LAW, VENUE

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California. Venue for any claim under or dispute involving this Contract shall be the California Superior Court for Ventura County.

21. SEVERABILITY OF CONTRACT

If any provision or term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, then the remainder of the Contract terms will remain in full force and effect and will not be affected.

22. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the VCREA in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

23. COMPLIANCE WITH LAWS

Each party to this Contract will comply with all applicable laws.

24. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

25. NON-EXCLUSIVITY

VCREA reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of VCREA.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date first set forth above.

VENTURA COUNTY REGIONAL ENERGY ALLIANCE

CONTRACTOR*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

Secretary of State Entity Number

CONTRACTOR*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer (or Treasurer), or (d) an Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract

Exhibit A

CONTRACTOR HEREINAFTER CALLED “GREEN BUSINESS PARTNER (GBP)” RESPONSIBILITIES

- Engage in marketing and outreach to Spanish-speaking business owners, communities of color as well as those businesses experiencing financial distress and disinvestment in the region.
- Market and advertise the 3C-REN Commercial Energy Savings (CES) program to small businesses; explicitly mention this offering during outreach in San Luis Obispo, Santa Barbara, and Ventura Counties
- Connect businesses with 3C-REN enrolled contractors for potential energy upgrades as appropriate or refer them to the 3C-REN commercial concierge
- Participate in routine check-in meetings with 3C-REN and provide updates as appropriate

3C-REN Commercial Energy Savings (CES) Project Completion

- The GBP agrees to refer businesses to 3C-REN's Commercial Energy Savings program when they express interest in energy upgrade projects, such as HVAC, water heating, lighting, building envelope, etc. Referrals can be made via a web form or by directly providing project information to the 3C-REN CES Commercial Concierge, in addition to connecting businesses directly with 3C-REN enrolled contractors.
- Completed Project Compensation will be as follows until budget is exhausted:
 - \$1,000 per completed project in the 3C-REN Commercial Program
 - A completed project is defined by one that has a qualifying measure installed on the property by an enrolled contractor. GBN must notify 3C-REN that the project originated from a GBN lead prior to installation.
- Metrics:
 - Number and names of businesses receiving information about 3C-REN CES Program
 - Number and names of businesses with completed projects in the 3C-REN CES Program

COMPENSATION SCHEDULE

NOT TO EXCEED \$73,000

GBP	Admin Installment 1	Admin Installment 2	Admin Total	Completed Project Budget*
Environmental Innovations for City of Ventura	\$7,000	\$6,000	\$13,000	\$60,000 NTE
ECOSLO for San Luis Obispo County	\$7,000	\$6,000	\$13,000	

California Green Business Network for Santa Barbara County	\$7,000	\$6,000	\$13,000	
<p>*Completed Project Budget available to all participating GBP for a total not to exceed amount of \$60,000 to be invoiced quarterly and verified by 3C-REN.</p> <p>Completed Project compensation is as follows:</p> <ul style="list-style-type: none"> • \$1,000 per completed project in the 3C-REN Commercial Program • A completed project is defined by one that has a qualifying measure installed on the property by an enrolled contractor. GBN must notify 3C-REN that the project originated from a GBN lead prior to installation. 				
<p>To ensure equitable distribution of funds, \$20,000 from the completed project budget will be reserved for each implementor during the first six months of the contract term. After this period, any unspent reserved funds will be made available to all implementers.</p>				

Invoicing and Reporting

- Each GBP will receive two installment payments over the term of the contract for providing GBP support and services in an amount not to exceed \$13,000. The first installment of \$7,000 will be processed in January 2026 and \$6,000 in July 2026.
- GBP Implementers will provide quarterly invoices and reports to 3C-REN by the 13th day of the first month of each quarter to report the number and names of businesses receiving information about the 3C-REN CES Program and all completed 3C-REN CES projects that came from a GBP
 - Reporting shall include customer information (e.g., business name, primary contact, type of business, and address) and project information associated with each claimed completed project.
 - Invoicing shall include name of businesses engaged in the 3C-REN Commercial program. Invoices will be paid upon confirmation of a completed project by 3C-REN program staff that the project was referred by a GBP.
- 3C-REN Staff will review projects quarterly for “pre-approval” within CES program implementers’ portal. 3C-REN staff will communicate to the GBP Implementor when a project is complete. GBP Implementor will report completed projects in their next quarterly invoice.
- Payment terms are typically Net 30 Days of verified invoiced amounts, in arrears for services rendered or deliverables.

Amendment No 1 to Contract No 014 Between VCREA & Environmental Innovations
Green Business Partner

Purpose of Amendment

This amendment expands the scope of Environmental Innovations' services under the existing contract to cover the entire County of Ventura while maintaining the original scope of work.

Amendment Terms

1. Expanded Service Area

Environmental Innovations shall provide the contracted services throughout the entire County of Ventura, rather than the previously designated area.

2. Scope of Work

The scope of work remains unchanged from the original contract. All deliverables, timelines, and performance standards outlined in the original agreement shall continue to apply.

3. Budget Adjustment

The total contract budget is hereby increased to double the original administrative amount to accommodate the expanded service area.

- Original Admin Budget: \$13,000
- Amended Admin Budget: \$26,000
- For a revised total NTE of \$86,000

4. Effective Date

This amendment shall take effect on February 9, 2026 and remain in force for the duration of the original contract term unless otherwise modified by mutual agreement.

5. Other Provisions

All other terms and conditions of the original contract remain in full force and effect.

Signatures

VENTURA COUNTY REGIONAL ENERGY ALLIANCE

ENVIRONMENTAL INNOVATIONS

Authorized Signature

Alejandra Tellez

Printed Name

Executive Director

Title

Date

Authorized Signature

Josephine Fleming

Printed Name

President

Title

Date



Ventura County Regional Energy Alliance Board of Directors

Item 13

Subject: Receive and File the Clean Power Alliance Presentation

Date: Thursday, February 19, 2026

Requested Action:

1. Receive and File the Clean Power Alliance Presentation

Attachments:

1. None



Ventura County Regional Energy Alliance Board of Directors

Item 14

Subject: Receive and File the 3C-REN Presentation

Date: Thursday, February 19, 2026

Requested Action:

1. Receive and File the 3C-REN Presentation

Attachments:

1. None



Ventura County Regional Energy Alliance Board of Directors

Item 15

Subject: Receive and File the VCREA Program Update

Date: Thursday, February 19, 2026

Requested Action:

1. Receive and File the VCREA Program Update

Attachments:

1. Program Update



VCREA Program Update

VCREA Events

VCREA Reception

Please save the date for March 26th VCREA Reception occurring from 4-6pm at the Agriculture Museum located at 926 Railroad Avenue, Santa Paula, CA 93060. We are gathering VCREA partners for a delicious catered celebration. More details coming soon.

VCREA Initiatives Updates

Climate Pollution Reduction Grant (CPRG) Update

Under Climate Pollution Reduction Grant (CPRG), the County submitted the regional Comprehensive Climate Action Draft Plan to U.S. EPA, which was approved on January 13, 2026. The final CCAP can be found [here](#).

VCAPCD Clean Air Fund Grant: Air Purifier Pilot Project:

The County of Ventura CEO Sustainability Division, in partnership with Ventura County Public Health, has secured \$28,333 in funding from the Ventura County Air Pollution Control District's Clean Air Fund and from a Clean Air Day Microgrant to implement an air quality education and indoor air quality improvement project at four schools in Ventura County. This project targets schools located in areas with poor air quality or near pollution sources such as major roadways or agricultural fields. Funding will be used to purchase portable air purifiers with high-efficiency particulate air (HEPA) filtration systems, along with replacement filters, for classrooms in the selected schools. The initiative also includes age-appropriate educational assemblies led by Ventura County Public Health, aimed at informing students, teachers, and administrators about the health impacts of air pollution and how to properly use the purifiers.

Extreme Heat and Community Resilience Program Grant

Ventura County is forming a Heat Action Plan Committee to develop a community-driven Heat Action Plan (HAP) to protect residents from extreme heat. The plan brings together local government, community-based organizations, and residents to shape solutions that are practical, equitable, and resilient. The [Ventura County Heat Action Plan Committee](#) will be opening applications for residents and organizations to join its coordinating team. This is a great opportunity for local residents, agencies, and organizations to contribute their perspectives and help guide the development of the County's Heat Action Plan. In the

meantime, interested individuals or groups can reach out to sustainability@venturacounty.gov with any related questions. An application will be available soon. Please share this opportunity with anyone who may have relevant experience or represent an important community perspective.

To learn more about the Ventura County HAP, click [here](#).

Reliable, Equitable, and Accessible Charging for Multifamily Housing 2.0 (REACH 2.0) Grant

The REACH 2.0 grant, which contributes funding to install level 1 and level 2 charging stations at multifamily (MFH) or MFH adjacent sites, is looking for sites within Ventura County. Questions and potential sites can be sent to heather.allen@venturacounty.gov.



Ventura County Regional Energy Alliance Board of Directors

Item 16

Subject: Receive and File an update on the VCREA Strategic Planning Effort

Date: Thursday, February 19, 2026

Requested Action:

1. Receive and File an update on the VCREA Strategic Planning Effort

Attachments:

1. None