

DOCKETED	
Docket Number:	23-OPT-02C
Project Title:	Darden Clean Energy - Compliance
TN #:	268079
Document Title:	CBA-02_Local Investment Program Progress Report
Description:	January 2026 progress report providing updates on the Darden Project's Local Investment Program in compliance with the requirements in condition of certification CBA-2
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Organization:	Rincon Consultants
Submitter Role:	Applicant Consultant
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Docketed Date:	12/30/2025

From: community@intersectpower.com

To: California Energy Commision

Date: December 19, 2025

Darden Clean Energy Project (23-OPT-02)

RE: Local Investment Program Implementation Progress Report - Jan 2026 (CBA-1, CBA-2)

Documentation of Compliance of following Community Benefits Agreements:

Centro La Familia Advocacy Services (TN 259219), Central California Food Bank (TN 260024), Westside Elementary School (TN 260023), Central California Asthma Collaborative (TN 260011), Fresno Housing Education Corps (TN 260008), Golden Plains Unified School District (TN 263949), Tree Fresno (TN 260025), and the Fresno Rural Transit Agency (TN 260009):

- Documentation demonstrating compliance with the terms of the Community Benefits Agreements listed above is attached to this progress report in the following order:
 1. Central California Food Bank
 2. Central California Asthma Collaborative
 3. Westside Elementary School
 4. Cantua Elementary School
 5. Beyond Housing Foundation
 6. Fresno Area Hispanic Foundation
 7. Fresno County Rural Transit Agency
 8. Centro La Familia Advocacy Services
 9. Golden Plains Unified School District

Darden Local Investment Plan Implementation Progress Report:

- A Community Benefits Agreement was executed with Comunidades de Westside, Leadership Counsel for Justice and Accountability, and the Central California Environmental Justice Network on June 18, 2025.
 - A redacted version of that agreement, including compliance documentation, is attached.
- An amendment to the Centro la Familia Advocacy Services Community Benefits Agreement was executed on 12/12/2025, returning all unspent allocated funding to Intersect to allow Intersect to redirect funding toward a new Community Benefits Agreement with the Fresno Area Hispanic Foundation.
 - A redacted version of that agreement is attached.

- A Community Benefits Agreement was executed with the Fresno Area Hispanic Foundation on 12/12/2025 for the creation of a community grant and technical assistance program specifically for western Fresno County businesses.
 - A redacted version of that agreement, including compliance documentation, is attached.

Since July 2025, the following community outreach efforts have occurred:

- Centro La Familia Advocacy Services, in coordination with Intersect, Westside Elementary School, and Cantua Elementary School, hosted two free air conditioner window-unit giveaway events in the communities of Five Points and Cantua Creek on July 14 and 15, 2025. Eleven Intersect employees volunteered at the events, assisting with the distribution of new air conditioning units to local residents.
- On September 5, 2026, Intersect representatives provided an overview of the Darden Project and conducted a site tour. Attendees included staff representing Senator Laird, Senator Caballero, Assemblymember Addis, Assemblymember Arambula, the County of San Luis Obispo, the County of Santa Lucia, and the Sierra Club.
- Notifications regarding the start of construction were distributed in October 2025 to all residents within one mile of the Project site, as well as to representatives from the communities of Five Points, El Porvenir, and Cantua Creek.
- The Fresno Area Hispanic Foundation (FAHF), in partnership with Mortenson and Intersect, hosted a Small Business Event on November 6, 2025, for local businesses interested in procurement opportunities on the Darden Project. More than 150 local businesses attended, and initial grant funding through FAHF and Intersect's Small Business Grant Program was distributed to 22 local businesses.
- On November 6, 2026, Intersect representatives provided an overview of the Darden Project and conducted a site tour. Attendees included representatives from Intersect and Tesla, Assemblywoman Esmeralda Soria and her staff, and leadership from the Golden Plains Unified School District.
- Intersect staff met with representatives from the Comunidades Community Group, including members from Five Points, Cantua Creek, and El Porvenir, as well as representatives from the Central California Environmental Justice Network and Leadership Counsel for Justice and Accountability on August 20, September 24, October 22, and December 3, 2025. During these meetings,

Intersect shared updates on the Project, implementation of the Community Benefits Plan, and further discussed the electricity affordability addendum and selection of a community benefit organization to hold funds for the benefit of Comunidades, all in accordance with the Comunidades Community Benefits Agreement.

- Planning is underway for a Career Fair in Q1 2026, to be hosted by Intersect, Mortenson, and local Union Halls, aimed at providing information to community members interested in construction employment opportunities on the Darden Project.

Additional Funding for Community Organizations:

In addition to fulfilling obligations under the formalized Local Investment Program, Intersect provided more than \$135,000 in additional funding in 2025 to sponsor community events and programs benefiting residents of western Fresno County, including but not limited to:

- Establishment of a memorial scholarship in honor of Baldomero Hernandez, former Superintendent and Principal of Westside Elementary School and a respected community leader. The program provides four \$5,000 scholarships annually to graduating seniors from Riverdale and Tranquility High Schools, with preference given to students from Five Points, Cantua Creek, and El Porvenir.
- Support for educational initiatives serving local schools, including funding for the Mendota Unified School District CTE/ROP Business Program; sponsorship of the Foundation for Riverdale Unified School District's annual fundraiser; and support for the Kerman Rotary and Frutas Frescas Ice Cream Santa Scoop Event, with proceeds benefiting local school supply funding.
- Support for the M.E.Ch.A. Youth Program, a partnership among Intersect, the Fresno Area Hispanic Foundation, and the Chicano Youth Center. The program supports vulnerable youth in the City of Kerman by offering paid work experience, leadership development, and job-readiness opportunities that reduce barriers to employment, increase school engagement, and create pathways to long-term success.
- Sponsorship of various western Fresno County community events, including the Mendota Community Corporation Earth Day Clean-Up Event, the Mendota Community Corporation Independence Day Fireworks Celebration, the City of Huron's 74th Birthday Celebration, the Mendota Chamber of Commerce Lucha

Libre Event, and the City of Firebaugh Cantaloupe Festival, among others.

- Sponsorship of the Mendota Community Corporation and Mendota Police Department “Car Seat Check-Up” safety event, providing funding for 11 new car seats for local families.
- Support for youth agriculture education programs, including Tranquility High School’s Future Farmers of America (FFA) program and western Fresno County students participating in the Fresno Fair Junior Livestock Auction.
- Support for youth athletic programs, including equipment for the Mendota Youth Recreation basketball program; new uniforms for the Riverdale Community Youth Pop Warner Football program; season sponsorships for Tranquility High School football and soccer teams; funding for soccer cleats through the Trabajadores de la Raza Program at Violet Heintz Education Academy; sponsorship of the San Joaquin Youth Cheer Team’s participation in an annual competition in Las Vegas; and season sponsorship for the Mendota High School football team.

Additional Economic Investment:

- On October 10, 2025, Intersect and the Fresno County Fire Protection District executed a \$104 million dollar funding agreement to directly serve the Cantua Creek community and surrounding areas, including the communities of El Porvenir, Five Points and San Joaquin, with firefighting and emergency response services to significantly reduce response times. This agreement will enable the construction and operation, including new long-term staffing, of a new fire station equipped with multiple firefighting vehicles located in the community of Cantua Creek. This agreement satisfies and significantly exceeds the CEC certification requirement that Intersect enter into a funding agreement with the Fresno County Fire Protection District to augment their service levels.

Darden Project – Community Benefits Plan Compliance Questionnaire

Due December 1, 2025

Section 1: Organizational Information

Organization Name: Central California Food Bank

Primary Contact Name & Title: [REDACTED]

Email & Phone Number: [REDACTED]

Mailing Address: [REDACTED]

Reporting Period Covered: (MM/DD/YYYY-MM/DD/YYYY): 12/01/2024 – 11/30/2025

Section 2: Program Implementation

1. Please describe your organization's role under the Community Benefits Agreement (CBA).

In alignment with Intersect Power's commitment to the residents of their western Fresno County project area, Central California Food Bank currently provides nutritious food to neighbors experiencing hunger in the communities of Cantua Creek, Three Rocks, and Five Points. Over 10 years, CCFB plans to use Intersect Power's generous Community Benefits contribution to help sustain our rural comprehensive feeding programs, including Neighborhood Market & Mobile Pantry food distributions and Community Programs, such as our Child Hunger Programs (School Pantry/Distributions), and Farmworker Community Programs.

2. Provide an overview of activities completed during this reporting period that align with your commitments under the CBA.

In partnership with **Fresno EOC** at their **Three Rocks Neighborhood Market** in Cantua Creek AND **Cantua Creek Education Center**, Central California Food Bank's Neighborhood Markets provide fresh produce distributions as a unique approach to increasing healthy food consumption in low-income and rural populations by providing families with fresh produce in their communities to combat food insecurity. These distributions are similar to a farmer's market. Along with fresh fruits and vegetables, this program provides bread, bakery items, and canned goods. Many neighbors bring their own shopping carts, wagons, or other push carts, while volunteers distribute food to our neighbors.

In partnership with **WestSide Elementary School** in Five Points, our Child Hunger Programs include our **BackPack Program**, which supplies elementary school children with a bag of food each Friday to take home over the weekend, and our **School Pantry Program**, which provides supplemental food to children and their families.

Since farmworkers' schedules do not always align with traditional food distribution times, Central California Food Bank partners with California Farmworker Foundation through our Farmworker Community Partnership Program in **Five Points** to deliver culturally relevant food to fields and packing sheds where these farmworkers already live and work.

3. Indicate any milestones achieved and measurable outcomes (e.g., number of participants served, events held, funds distributed, etc.).

During the grant period, Central California Food Bank provided access to nutritious food across West Fresno County by supporting:

- **Fresno EOC's Three Rocks Neighborhood Market** in Cantua Creek and also **Cantua Creek Education Center**, where we distributed ~202,708 pounds of food, the equivalent of ~168,923 meals to at least 1,700 families and 8,123 individuals.
- **Westside Elementary School** in Cantua Creek, where we distributed ~55,842 pounds of food, the equivalent of ~18,945 meals to at least ~817 families and ~3,920 individuals
- **Five Points Farmworker Community Partnership**, where we distributed ~117,936 pounds of food, the equivalent of ~98,280 meals, reaching at least ~605 families and ~3,328 individuals.

4. Have any challenges or barriers impacted your ability to deliver on CBA commitments?

No

5. Describe any adjustments made to your implementation approach during the reporting period.

N/A

Section 3: Documentation & Evidence

1. Please upload or attach supporting documentation, including (as applicable):

- Program reports or summaries
- Participant data (aggregated and anonymized)
- Photos or media coverage of community activities
- Financial expenditure reports related to the CBA-funded activities

Here is a ViewSpark showing our Five Points Farmworker distribution:

https://ccfoodbank.viewspark.org/post?id=-0SjTeYGd8Zv--aOFHlq&utm_source=viewspark&utm_medium=share

2. Are all deliverables outlined in the CBA on schedule?

Yes

Section 4: Updates & Changes

1. Have there been any changes or updates to your community program since the last reporting period?

No

2. Have there been any staff, leadership, or partnership changes that impact program delivery?

No

Section 5: Community Outreach & Engagement

1. Describe your outreach activities to engage the community during this period (e.g., town halls, workshops, surveys, social media campaigns).

Central California Food Bank collaborates with local nonprofits (i.e., churches, schools, and community centers) to expand our reach into high-need communities throughout Central California. Our partners in Cantua Creek and Five Points may direct neighbors to our food locator or use social media and fliers to engage the community.

Additionally, in April 2025 our Communications and CalFresh teams attended the Darden Open House in Cantua Creek. They provided SNAP benefits and other food resources with over 100 community members, as well as highlighted the food distributions we support in the Intersect Power project area. Our team also participated in Darden's second Open House at Westside Elementary School in Five Points.

2. What feedback or input did you receive from the community, and how was it incorporated into program activities?

As neighbors waited eagerly for SNAP benefits or their paychecks during the government shutdown, which began on October 1, 2025, they turned to food banks for assistance. SNAP helps bridge the gap because for each 1 meal a food bank provides, CalFresh can provide up to 9 meals.

Our partners indicated that with SNAP benefits impacted, they saw more neighbors in their lines in October and November 2025. Central California Food Bank staff responded by:

- Opening 80 additional time slots for government employees through our Groceries2Go contactless pickup sites.
- Increased access to First Fruits Market by extending store hours from 3 to 5 days per week for 3 weeks in November
- Provided purchased products through our Member Partner Network at no additional cost to Member Partners.

Combined with the government shutdown alongside changes and delays to CalFresh benefits, Central California Food Bank has experienced a 92% increase in call volume and a 160% increase in views on our food locator in October 2025.

3. Identify any partnerships or collaborations developed or strengthened through the Darden Project.

Through consistent collaboration and engagement during the volatile government shutdown, Central California Food Bank strengthened our partnerships in Three Rocks, Cantua Creek, and Five Points. Our visible presence, including a proactive media presence and assurance that we would continue to provide food support during these unstable times, created a deeper level of trust with both partners and neighbors in these communities.

Section 6: Forward-Looking Plans

1. Outline planned activities for the next reporting period.

Central California Food Bank will continue to add value and enhance our Neighborhood market, School Pantry and Farmworker Programs in Cantua Creek, Three Rocks, and Five Points by:

- Sustaining access to fresh fruits and vegetables
- Offering nutritious and comprehensive meals.
- Enhancing the quality and quantity of food by enabling us to purchase more culturally appropriate food
- Providing at least 375,000 pounds of food to neighbors experiencing hunger
- Diversifying our food to include shelf-stable products, bread, tortillas, and/or fresh produce
- Providing access to healthy food tailored for some of our most vulnerable populations.
- Improving our neighbors' experience with more well-rounded, nutritious meals for underserved and disadvantaged residents in our communities.

2. Are any additional resources or support needed from the project owner to enhance program success?

No additional resources are required to maintain our programs' successes. Any additional funding or resources will allow us to diversify our food or expand our reach in Cantua Creek, Three Rock, and Five Points, but will not impact the continuity of these programs.

3. Provide any other comments or recommendations regarding the Community Benefits Program.

Thank you for your continued investment in Central California Food Bank through the Community Benefits Program. Your support plays a vital role in helping us fight food insecurity in Cantua Creek, Three Rock and Five Points.

Certification

By signing below, I certify that the information provided in this questionnaire is accurate and complete to the best of my knowledge.

Authorized Representative

Name: [REDACTED]

Title: [REDACTED]

Signature: [REDACTED]

Date: November 26, 2025

Darden Project – Community Benefits Plan Compliance Questionnaire

Purpose:

This questionnaire is designed to collect information from Community-Based Organization (CBO) partners to verify compliance with the Darden Project's Community Benefits Plan (CBP). Responses will be used to support the Annual Compliance Report submitted by the project owner, demonstrating implementation progress, documentation, and outreach efforts.

Section 1: Organizational Information

Organization Name: Central California Asthma Collaborative

Primary Contact Name & Title: [REDACTED]

Email & Phone Number: [REDACTED]

Mailing Address: [REDACTED]

Reporting Period Covered: (12/1/2024 – 11/30/2025)

Section 2: Program Implementation

1. Please describe your organization's role under the Community Benefits Agreement (CBA).

CCAC's role is to provide our Comprehensive Asthma Remediation and Education Services program in the Western Fresno County area. CCAC will conduct targeted outreach for CARES in the areas surrounding the Darden project site, including door to door outreach and parent engagement in Five Points, Cantua Creek, Three Rocks, and at Westside and Cantua Creek Elementary school. These efforts will include sharing information about the availability of the asthma trigger home remediation program, a program that provides tools such as air purifiers, HEPA vacuums, home ventilation improvements, etc. Additionally, instruction is provided on how to access air quality health alerts on CCAC's web application "SJVAir" that utilizes the CCAC community air monitoring network.

2. Provide an overview of activities completed during this reporting period that align with your commitments under the CBA.

During the reporting period, CCAC attended multiple (3) community town hall meetings in Cantua Creek and Five Points.

- "Comunidades de Westside" meeting on August 21, 2025.
- Darden Open House in Five Points on May 21, 2025.
- Darden Open House in Cantua Creek on April 24, 2025.

CCAC also sent a team of 4 staff to canvass 137 homes in Cantua Creek, Westside and Five Points distributing doorhangers and talking with residents on November 24, 2025.

3. Indicate any milestones achieved and measurable outcomes (e.g., number of participants served, events held, funds distributed, etc.).
 - In addition to directly reaching out to over 250 residents with our canvassing and tabling efforts, we have also received 4 referrals, screened and provided services to 3 patients from the target area in our CARES program based on referrals that resulted from our outreach.

4. Have any challenges or barriers impacted your ability to deliver on CBA commitments?
(Yes No)

If yes, please describe and indicate any mitigation steps taken.

5. Describe any adjustments made to your implementation approach during the reporting period.

None

Section 3: Documentation & Evidence

1. Please upload or attach supporting documentation, including (as applicable):

- Program reports or summaries- N/A
- Participant data (aggregated and anonymized)
- Photos or media coverage of community activities
- Financial expenditure reports related to the CBA-funded activities- N/A

2. Are all deliverables outlined in the CBA on schedule? Yes

Section 4: Updates & Changes

1. Have there been any changes or updates to your community program since the last reporting period? (Yes No)

If yes, describe the changes, rationale, and expected outcomes.

2. Have there been any staff, leadership, or partnership changes that impact program delivery? (Yes No)

If yes, please provide details.

Section 5: Community Outreach & Engagement

1. Describe your outreach activities to engage the community during this period (e.g., town halls, workshops, surveys, social media campaigns).

During the reporting period, CCAC attended multiple (3) community town hall meetings in Cantua Creek and Five Points.

- “Comunidades de Westside” meeting on August 21, 2025.
- Darden Open House in Five Points on May 21, 2025.
- Darden Open House in Cantua Creek on April 24, 2025.

CCAC also sent a team of 4 staff to canvass 137 homes in Cantua Creek, Westside and Five Points distributing doorhangers and talking with residents on November 24, 2025.

2. What feedback or input did you receive from the community, and how was it incorporated into program activities?

Feedback received was that many people were interested. Some expressed concern with meeting eligibility requirements if they don't qualify for Medi-Cal. We have considered allowing non-Medi-Cal patients to receive the service in the target communities as long as they have a documented asthma diagnosis.

3. Identify any partnerships or collaborations developed or strengthened through the Darden Project.

We have worked more closely with the Central California Environmental Justice Network since they have been organizing in the impacted communities.

Section 6: Forward-Looking Plans

1. Outline planned activities for the next reporting period.
December 2025: Flyers will be distributed in the 2 school districts identified in the target area.
2. Are any additional resources or support needed from the project owner to enhance program success?

No

3. Provide any other comments or recommendations regarding the Community Benefits Program.

Certification

By signing below, I certify that the information provided in this questionnaire is accurate and complete to the best of my knowledge.

Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: 12/1/2025

Darden Project – Community Benefits Plan Compliance Questionnaire

Purpose:

This questionnaire is designed to collect information from Community-Based Organization (CBO) partners to verify compliance with the Darden Project's Community Benefits Plan (CBP). Responses will be used to support the Annual Compliance Report submitted by the project owner, demonstrating implementation progress, documentation, and outreach efforts.

Section 1: Organizational Information

Organization Name: Westside Elementary School

Primary Contact Name & Title: [REDACTED]

Email & Phone Number: [REDACTED]

Mailing Address: [REDACTED]

Reporting Period Covered: (07/01/2025 – 01/01/2026)

Section 2: Program Implementation

1. Please describe your organization's role under the Community Benefits Agreement (CBA).

Our school is the center (hub) of the community; we not only provide the educational services to the students of the community, but also provide the members of the community with opportunities to engage in outside resources that are often too distant to far for the community members to reach. We offer our facilities to the Darden Project to hold meetings/announcements on the project to the community and the surrounding communities.

2. Provide an overview of activities completed during this reporting period that align with your commitments under the CBA.

On several occasions in the past year, the facilities have been used to hold information meetings as well as a center for the distribution of items the residents of Five Points needed. Residents of Five Points received room AC units, which were passed out to the residents in the school's all-purpose room.

3. Indicate any milestones achieved and measurable outcomes (e.g., number of participants served, events held, funds distributed, etc.).

N/A

4. Have any challenges or barriers impacted your ability to deliver on CBA commitments? (Yes No)

If yes, please describe and indicate any mitigation steps taken.

5. Describe any adjustments made to your implementation approach during the reporting period. N/A

Section 3: Documentation & Evidence

1. Please upload or attach supporting documentation, including (as applicable):

- Program reports or summaries
- Participant data (aggregated and anonymized)
- Photos or media coverage of community activities
- Financial expenditure reports related to the CBA-funded activities

2. Are all deliverables outlined in the CBA on schedule? (Yes No, please explain)

Yes

Section 4: Updates & Changes

1. Have there been any changes or updates to your community program since the last reporting period? (Yes No) No

If yes, describe the changes, rationale, and expected outcomes.

2. Have there been any staff, leadership, or partnership changes that impact program delivery? (Yes No) No

If yes, please provide details.

Section 5: Community Outreach & Engagement

1. Describe your outreach activities to engage the community during this period (e.g., town halls, workshops, surveys, social media campaigns).

Westside Elementary has hosted several informational meetings between representatives of the Darden Project and community members, including those from the surrounding area.

Westside Elementary School has also used various platforms, such as notes and Parent Square, to advise the community/parents of events related to the Darden Project.

2. What feedback or input did you receive from the community, and how was it incorporated into program activities? As a school, we did not receive direct feedback from the community.

3. Identify any partnerships or collaborations developed or strengthened through the Darden Project.

Just continued communication with Darden Project representatives on the project and the continued development of it as the years progress.

Section 6: Forward-Looking Plans

1. Outline planned activities for the next reporting period.

- Continued communication with representatives of the Darden Project
- Continued hosting information meetings for the community, and gathered input/feedback from the community
- Continue to develop plans to improve and establish housing on the school property for the future.

Continue to provide and improve the school facilities for the optimal educational experience for all the students within the Westside Elementary School District and parents.

2. Are any additional resources or support needed from the project owner to enhance program success? N/A

3. Provide any other comments or recommendations regarding the Community Benefits Program. N/A

Certification

By signing below, I certify that the information provided in this questionnaire is accurate and complete to the best of my knowledge.

Authorized Representative:

Name: _____

Title: _____

Signature: 

Date: 12-1-25

Darden Project – Community Benefits Plan Compliance Questionnaire

Purpose:

This questionnaire is designed to collect information from Community-Based Organization (CBO) partners to verify compliance with the Darden Project's Community Benefits Plan (CBP). Responses will be used to support the Annual Compliance Report submitted by the project owner, demonstrating implementation progress, documentation, and outreach efforts.

Section 1: Organizational Information

Organization Name: Cantua Elementary School

Primary Contact Name & Title: [REDACTED]

Email & Phone Number: [REDACTED]

Mailing Address: [REDACTED]

Reporting Period Covered: (08/11/2025 – 12/19/2025)

Section 2: Program Implementation

1. Please describe your organization's role under the Community Benefits Agreement (CBA).

Cantua Elementary School is a TK–8th-grade school. We have an agreement with Intersect Power, LLC to receive two contributions of [REDACTED] each for the 2024–2025 and 2025–2026 school years, totaling [REDACTED]. This generous support will benefit our TK–5th-grade students who are enrolled in the After-School Program and participating in piano lessons offered by the Steinway Piano Gallery of Fresno. The piano lessons are held for two hours on Tuesdays, Wednesdays, and Thursdays. The schedule is as follows:

- **Tuesdays:** TK and Kindergarten from 2:45–3:45, and 1st grade from 3:45–4:45
- **Wednesdays:** 2nd grade from 2:45–3:45, and 3rd grade from 3:45–4:45
- **Thursdays:** 4th grade from 2:45–3:45, and 5th grade from 3:45–4:45

2. Provide an overview of activities completed during this reporting period that align with your commitments under the CBA.

Cantua Elementary and the Steinway Piano Gallery of Fresno officially began piano lessons in April 2025. The delayed start was due to the required paperwork and board approval needed to launch the program. Activities to date include the regular lesson schedule and a midpoint celebration marked by our first piano recital, held on December 3, 2025. Lessons will continue throughout the 2025–2026 school year, culminating in a spring recital planned

for May 2026. Because the program did not begin until spring 2025, the donation will sustain the piano lessons through the 2026–2027 school year.

3. Indicate any milestones achieved and measurable outcomes (e.g., number of participants served, events held, funds distributed, etc.).

One of our key milestones has been the Winter Piano Recital, during which twenty outstanding students performed. Steinway Piano Gallery of Fresno will continue providing instruction to our TK–5th-grade students, and our goal is to have even more students participate in the Spring recital.

4. Have any challenges or barriers impacted your ability to deliver on CBA commitments? (Yes No)

If yes, please describe and indicate any mitigation steps taken.

5. Describe any adjustments made to your implementation approach during the reporting period.

The only adjustment made to our implementation was the delayed start of the piano lessons. We had hoped to begin earlier in 2025, but it was necessary to postpone the launch to comply with school board policies requiring formal approval. Unfortunately, obtaining this approval took several months.

Section 3: Documentation & Evidence

1. Please upload or attach supporting documentation, including (as applicable):

- Program reports or summaries
- Participant data (aggregated and anonymized)
- Photos or media coverage of community activities
- Financial expenditure reports related to the CBA-funded activities

2. Are all deliverables outlined in the CBA on schedule? (Yes No, please explain)

Section 4: Updates & Changes

1. Have there been any changes or updates to your community program since the last reporting period? (Yes No)

If yes, describe the changes, rationale, and expected outcomes.

2. Have there been any staff, leadership, or partnership changes that impact program delivery? (Yes No)

If yes, please provide details.

Section 5: Community Outreach & Engagement

1. Describe your outreach activities to engage the community during this period (e.g., town halls, workshops, surveys, social media campaigns).

On December 3, 2025, we held our first piano recital, and the Steinway Piano Gallery of Fresno generously provided a grand piano for our students to perform on.

2. What feedback or input did you receive from the community, and how was it incorporated into program activities?

The community feedback has been positive.

3. Identify any partnerships or collaborations developed or strengthened through the Darden Project.

The collaboration between the Darden Project, Steinway Piano Gallery, and Cantua Elementary School has instilled a renewed sense of pride among our community and parents. This unique partnership offers our students an extraordinary, once-in-a-lifetime opportunity, and the pride in their achievements is evident throughout the school community.

Section 6: Forward-Looking Plans

1. Outline planned activities for the next reporting period.

We have a Spring Piano Recital planned for the middle of May of 2026.

2. Are any additional resources or support needed from the project owner to enhance program success?

Not at this time.

3. Provide any other comments or recommendations regarding the Community Benefits Program.

Our entire TK-5 community (parents, students, & staff) is deeply grateful for your generous support of our piano program. Because of your commitment to our students, they are not only learning to play the piano and read music, but also building confidence as they perform proudly before large audiences. This opportunity has opened doors far beyond music itself. Research consistently shows that learning to play an instrument strengthens mathematical thinking, pattern recognition, and problem-solving skills. Your contribution is giving our students a foundation that enriches both their academic growth and their love of the arts, and we truly appreciate the lasting impact you are making in their lives.

Certification

By signing below, I certify that the information provided in this questionnaire is accurate and complete to the best of my knowledge.

Authorized Representative:

Name: [REDACTED]

Title: [REDACTED]

Signature: [REDACTED]

Date: _____

Darden Project – Community Benefits Plan Compliance Questionnaire

Purpose:

This questionnaire is designed to collect information from Community-Based Organization (CBO) partners to verify compliance with the Darden Project's Community Benefits Plan (CBP). Responses will be used to support the Annual Compliance Report submitted by the project owner, demonstrating implementation progress, documentation, and outreach efforts.

Section 1: Organizational Information

Organization Name: Beyond Housing Foundation

Primary Contact Name & Title: [REDACTED]

Email & Phone Number: [REDACTED]

Mailing Address: [REDACTED]

Reporting Period Covered: (01/1/2025 – 12/1/2025)

Section 2: Program Implementation

1. Please describe your organization's role under the Community Benefits Agreement (CBA).

Beyond Housing Foundation administers funds for scholarships, targeting residents living in the various west Fresno County areas.

2. Provide an overview of activities completed during this reporting period that align with your commitments under the CBA.

During this period, we were able to complete outreach and marketing activities for the scholarship program, and award residents of west Fresno county with scholarships for their pursuit of higher education.

3. Indicate any milestones achieved and measurable outcomes (e.g., number of participants served, events held, funds distributed, etc.).

We were able to distribute [REDACTED] in scholarships.

4. Have any challenges or barriers impacted your ability to deliver on CBA commitments?
(Yes No)

If yes, please describe and indicate any mitigation steps taken.

5. Describe any adjustments made to your implementation approach during the reporting period.

We have intentionally reallocated time and modified our engagement strategy to get more applications for the scholarship awards. Our coordinator has worked to build relationships with education leaders, community leaders and LMI participants in the designated area of west Fresno County.

Section 3: Documentation & Evidence

1. Please upload or attach supporting documentation, including (as applicable):

- Program reports or summaries
- Participant data (aggregated and anonymized)
- Photos or media coverage of community activities

Our highlight video of the scholars event where scholarship funds and awards were distributed. <https://youtu.be/ZRvU6zboTYU?si=zLL8K70LUHlmKdgz>

- Financial expenditure reports related to the CBA-funded activities

Zip Code of

Residency	Program	Amount
93720	Intersect Power Scholarship 2025-2026	[REDACTED]
93234	Intersect Power Scholarship 2025-2026	[REDACTED]
93630	Intersect Power Scholarship 2025-2026	[REDACTED]
93630	Intersect Power Scholarship 2025-2026	[REDACTED]
93640	Intersect Power Scholarship 2025-2026	[REDACTED]
93630	Intersect Power Scholarship 2025-2026	[REDACTED]

2. Are all deliverables outlined in the CBA on schedule? (X Yes No, please explain)

Section 4: Updates & Changes

1. Have there been any changes or updates to your community program since the last reporting period? (Yes X No)

If yes, describe the changes, rationale, and expected outcomes.

2. Have there been any staff, leadership, or partnership changes that impact program delivery? (Yes X No)

If yes, please provide details.

Section 5: Community Outreach & Engagement

1. Describe your outreach activities to engage the community during this period (e.g., town halls, workshops, surveys, social media campaigns).

- Workshops (approximately 12 workshops in-person and 3 virtual)
- Social Media (facebook, Instagram, linkedin)

- Outreach at various sites in West County area
- Resident Coordinator to activate outreach activities at community events
- Email blasts
- Text blasts
- Posting in community spaces

2. What feedback or input did you receive from the community, and how was it incorporated into program activities?

We were able to receive recommendations on outreach activities and events that our assigned coordinator was able to follow up on. There is a need to make more robust connection with residents in the West Fresno County area. We want to ensure the messaging around our joint effort to support students with scholarships is thorough and saturates the community on various platforms.

3. Identify any partnerships or collaborations developed or strengthened through the Darden Project.

We are in the early stages of collaborating with the Cantua Creek and Westside Elementary Schools for summer program. We attribute this partnership to the connection through the Darden project, and the coordination of community events of which we were jointly a part of. Our intention is to build summer programming and activities for students and families focusing on literacy and STEAM related activities.

Section 6: Forward-Looking Plans

1. Outline planned activities for the next reporting period.

We are still in the planning stages for our 2026 activities with Cantua Creek Elementary and Westside Elementary principals. Preliminary planning suggests we will have summer programming for students centered on STEAM and/or literacy programs.

2. Are any additional resources or support needed from the project owner to enhance program success?

We believe that ongoing outreach and engagement with students and their families would be ideal, in addition to the opportunity to join other events within the immediate community – allowing us to connect with and engage with community members.

3. Provide any other comments or recommendations regarding the Community Benefits Program.

Certification

By signing below, I certify that the information provided in this questionnaire is accurate and complete to the best of my knowledge.

Authorized Representative:

Name: [REDACTED]

Title: [REDACTED]

Signature: 

Date: 12/4/25

Darden Project – Community Benefits Plan Compliance Questionnaire

Purpose:

This questionnaire is designed to collect information from Community-Based Organization (CBO) partners to verify compliance with the Darden Project's Community Benefits Plan (CBP). Responses will be used to support the Annual Compliance Report submitted by the project owner, demonstrating implementation progress, documentation, and outreach efforts.

Section 1: Organizational Information

Organization Name: Fresno Area Hispanic Foundation

Primary Contact Name & Title: [REDACTED]

Email & Phone Number: [REDACTED]

Mailing Address: [REDACTED]

Reporting Period Covered: (MM/DD/YYYY – MM/DD/YYYY)

Section 2: Program Implementation

1. Please describe your organization's role under the Community Benefits Agreement (CBA).

The Fresno Area Hispanic Foundation (FAHF) serves as a key community partner under the Community Benefits Agreement, providing direct support and resources to underserved communities in Fresno and surrounding areas. Our role focuses on empowering small business owners, entrepreneurs, and community members through education, workforce development, and emergency response initiatives. FAHF leverages its extensive local network and organizational capacity to deliver programming that enhances economic opportunities, community engagement, and overall well-being.

2. Provide an overview of activities completed during this reporting period that align with your commitments under the CBA.

During this reporting period, FAHF focused on strengthening local entrepreneurship and community development, particularly in underserved and rural areas. Key activities included:

Confia Rural Program: Hosted financial education fairs and business workshops in rural communities, providing entrepreneurs with training on business planning, marketing, finance, and accessing capital. These events addressed barriers such as limited transportation, digital gaps, and language challenges.

Entrepreneur support initiatives: Delivered mentorship and technical assistance to small business owners, helping them grow and sustain their operations, while fostering local economic development

3. Indicate any milestones achieved and measurable outcomes (e.g., number of participants served, events held, funds distributed, etc.).

Successfully hosted 2 Confia Rural events in underserved rural communities during this reporting period, providing entrepreneurs and small business owners and the community with valuable resources.

Conducted a Procurement Workshop in Mendota on November 6, helping local businesses understand contracting opportunities, complete bid processes, and increase access to procurement opportunities, awarding \$22,500 in grant funds to support the operations of start-up and established small businesses in the Western Fresno County communities.

4. Have any challenges or barriers impacted your ability to deliver on CBA commitments?

(Yes No)

If yes, please describe and indicate any mitigation steps taken.

5. Describe any adjustments made to your implementation approach during the reporting period.

N/A

Section 3: Documentation & Evidence

1. Please upload or attach supporting documentation, including (as applicable):

- Program reports or summaries
- Participant data (aggregated and anonymized)
- Photos or media coverage of community activities
- Financial expenditure reports related to the CBA-funded activities

2. Are all deliverables outlined in the CBA on schedule? (Yes No, please explain)

Section 4: Updates & Changes

1. Have there been any changes or updates to your community program since the last reporting period? (Yes No)

If yes, describe the changes, rationale, and expected outcomes.

2. Have there been any staff, leadership, or partnership changes that impact program delivery? (Yes No)

If yes, please provide details.

Section 5: Community Outreach & Engagement

1. Describe your outreach activities to engage the community during this period (e.g., town halls, workshops, surveys, social media campaigns).

FAHF engaged the community through Confía Rural events, the Mendota procurement workshop, and small business one-on-one meetings. We promoted programs via social media, newsletters, and local media, ensuring accessibility to rural and underserved populations. We also did door-to-door small business outreach in addition to partnering with local school districts and rural Mayors to promote our events.

2. What feedback or input did you receive from the community, and how was it incorporated into program activities?

The community expressed the need to receive practical guidance on the contract/procurement opportunities. In response, we offered one-on-one guidance and direct, hands-on assistance in helping individuals fill out the enrollment forms.

3. Identify any partnerships or collaborations developed or strengthened through the Darden Project.

Section 6: Forward-Looking Plans

1. Outline planned activities for the next reporting period.

In the next reporting period, FAHF plans to expand the Confía Rural Program to additional rural communities, provide follow-up mentorship and technical assistance, host more procurement and business development workshops, and increase community engagement through social media and partnerships.

2. Are any additional resources or support needed from the project owner to enhance program success?

N/A

3. Provide any other comments or recommendations regarding the Community Benefits Program.

FAHF values its partnership with the Darden Project and recommends continued focus on rural entrepreneurship and workforce development. Ongoing collaboration with municipalities, community organizations, and business leaders will ensure sustainable impact and strengthen the local economic ecosystem.

Certification

By signing below, I certify that the information provided in this questionnaire is accurate and complete to the best of my knowledge.

Authorized Representative:

Name: _____

Title: _____

Signature: 

Date: 12/12/25

Darden Project – Community Benefits Plan Compliance Questionnaire

Purpose:

This questionnaire is designed to collect information from Community-Based Organization (CBO) partners to verify compliance with the Darden Project's Community Benefits Plan (CBP). Responses will be used to support the Annual Compliance Report submitted by the project owner, demonstrating implementation progress, documentation, and outreach efforts.

Section 1: Organizational Information

Organization Name: Fresno County Rural Transit Agency

Primary Contact Name & Title: [REDACTED]

Email & Phone Number: [REDACTED]

Mailing Address: [REDACTED]

Reporting Period Covered: (06/01/2025 – 12/01/2025)

Section 2: Program Implementation

1. Please describe your organization's role under the Community Benefits Agreement (CBA).

Augment fares and provide microtransit operations.

2. Provide an overview of activities completed during this reporting period that align with your commitments under the CBA.

Activities have not started yet, FCRTA is working on deploying the microtransit program.

3. Indicate any milestones achieved and measurable outcomes (e.g., number of participants served, events held, funds distributed, etc.).

Not applicable as activities have not started yet.

4. Have any challenges or barriers impacted your ability to deliver on CBA commitments?

(Yes No)

If yes, please describe and indicate any mitigation steps taken.

Yes, FCRTA is currently working with the subcontractor to hire a local driver and need to install charging infrastructure to charge the vehicles.

5. Describe any adjustments made to your implementation approach during the reporting period.

None

Section 3: Documentation & Evidence

1. Please upload or attach supporting documentation, including (as applicable):

- Program reports or summaries
- Participant data (aggregated and anonymized)
- Photos or media coverage of community activities
- Financial expenditure reports related to the CBA-funded activities

2. Are all deliverables outlined in the CBA on schedule? (Yes No, please explain)

No, FCRTA is currently working on deploying the microtransit program.

Section 4: Updates & Changes

1. Have there been any changes or updates to your community program since the last reporting period? (Yes No) No

If yes, describe the changes, rationale, and expected outcomes.

2. Have there been any staff, leadership, or partnership changes that impact program delivery? (Yes No) No

If yes, please provide details.

Section 5: Community Outreach & Engagement

1. Describe your outreach activities to engage the community during this period (e.g., town halls, workshops, surveys, social media campaigns).

FCRTA has completed previous planning projects that included outreach activities in the local community.

https://www.ruraltransit.org/wp-content/uploads/2025/03/FCRTA-SR-99-Transit-Feasibility-Study_Final2025.pdf

https://www.ruraltransit.org/wp-content/uploads/2024/05/FCRTA-Microgrid-Study_FINAL_5.2024.pdf

https://www.ruraltransit.org/wp-content/uploads/2023/05/RTAP-Final-Report_032423.pdf

2. What feedback or input did you receive from the community, and how was it incorporated into program activities?

Response has been positive from the community for microtransit services however it may not be a cost effective sustainable transit service.

3. Identify any partnerships or collaborations developed or strengthened through the Darden Project.

Section 6: Forward-Looking Plans

1. Outline planned activities for the next reporting period.

Deploy microtransit services.

2. Are any additional resources or support needed from the project owner to enhance program success? No

3. Provide any other comments or recommendations regarding the Community Benefits Program.

Certification

By signing below, I certify that the information provided in this questionnaire is accurate and complete to the best of my knowledge.

Authorized Representative:

Name: [REDACTED]

Title: [REDACTED]

Signature: [REDACTED]

Date: 12/10/25

Darden Project – Community Benefits Plan Compliance Questionnaire

Purpose:

This questionnaire is designed to collect information from Community-Based Organization (CBO) partners to verify compliance with the Darden Project's Community Benefits Plan (CBP). Responses will be used to support the Annual Compliance Report submitted by the project owner, demonstrating implementation progress, documentation, and outreach efforts.

Section 1: Organizational Information

Organization Name: Centro La Familia Advocacy Services

Primary Contact Name & Title: [REDACTED]

Email & Phone Number: [REDACTED]

Mailing Address: [REDACTED]

Reporting Period Covered: (01/31/2024 – 12/15/2025)

Section 2: Program Implementation

1. Please describe your organization's role under the Community Benefits Agreement (CBA).

Provide community services and support to families residing in the western Fresno County communities of Cantua Creek/El Porvenir and Three Rocks.

2. Provide an overview of activities completed during this reporting period that align with your commitments under the CBA.

- December 2, 2023: 2nd Annual Christmas Posada/Resource Fair
- November 2024: Thanksgiving Food Distribution
- December 14, 2024: 3rd Annual Christmas Posada/Resource Fair
- December 2024: Christmas Food Distribution
- June 26, 2025: Community Enrollment for A/C Unit Distribution event in Cantua Creek/El Porvenir
- June 27, 2025: Community Enrollment for A/C Unit Distribution event in Five Points
- July 14, 2025: A/C Unit Distribution event in Cantua Creek/El Porvenir
- July 15, 2025: A/C Unit Distribution event in Five Points
- December 8, 2025: 4th Annual Christmas Posada/Resource Fair

3. Indicate any milestones achieved and measurable outcomes (e.g., number of participants served, events held, funds distributed, etc.).

Through the outreach and community engagement efforts, CLFA reached and served 705 families with services.

4. Have any challenges or barriers impacted your ability to deliver on CBA commitments?

(X Yes No)

If yes, please describe and indicate any mitigation steps taken.

Centro La Familia encountered significant challenges with several local nonprofit organizations that created disruptions to the services it provides. On multiple occasions, these organizations engaged in the dissemination of negative information about Centro La Familia among community members. A contributing factor to this situation was the belief held by these nonprofits that they should have been included in the Community Benefit Agreement (CBA) with the IP. In order to safeguard its reputation and mitigate any further damage to its esteemed name, Centro La Familia has made the decision to withdraw from its partnership with IP.

5. Describe any adjustments made to your implementation approach during the reporting period.

The decision has been made to discontinue services under this agreement upon the completion of all activities by December 8, 2025.

Section 3: Documentation & Evidence

1. Please upload or attach supporting documentation, including (as applicable):

- Program reports or summaries

Please see attached.

- Participant data (aggregated and anonymized)

Please see attached

- Photos or media coverage of community activities

Please see attached.

- Financial expenditure reports related to the CBA-funded activities

Please see attached.

2. Are all deliverables outlined in the CBA on schedule? (Yes X No, please explain)

The decision has been made to discontinue services under this agreement upon the completion of all activities by December 8, 2025.

Section 4: Updates & Changes

1. Have there been any changes or updates to your community program since the last reporting period? (Yes X No)

If yes, describe the changes, rationale, and expected outcomes.

2. Have there been any staff, leadership, or partnership changes that impact program delivery? (□ Yes X No)

If yes, please provide details.

Section 5: Community Outreach & Engagement

1. Describe your outreach activities to engage the community during this period (e.g., town halls, workshops, surveys, social media campaigns).

Centro La Familia engaged in community outreach events that were culturally and linguistically tailored, food distributions, and an AC Unit Distribution.

2. What feedback or input did you receive from the community, and how was it incorporated into program activities?

Centro La Familia worked with IP and the community to provide services that met their needs through the various events and activities it held.

3. Identify any partnerships or collaborations developed or strengthened through the Darden Project.

CLFA strengthened its partnership with IP and other organizations including the Office of Senator Anna Caballero, Valley Health Team, Slumberger Lumber Hardware, and local school districts.

Section 6: Forward-Looking Plans

1. Outline planned activities for the next reporting period.

No planned activities are outlined for the next reporting period.

2. Are any additional resources or support needed from the project owner to enhance program success?

None at this time.

3. Provide any other comments or recommendations regarding the Community Benefits Program.

We appreciate the partnership and activities we were able to host with CBA funds. It allowed Centro La Familia to further reach underserved community members in the community.

Certification

By signing below, I certify that the information provided in this questionnaire is accurate and complete to the best of my knowledge.

Authorized Representative:

Name: [REDACTED]

Title: [REDACTED]

Signature: [REDACTED]

u

Date: December 1, 2025

**Centro La Familia Advocacy Services
Intersect Power-Darden
CBA Report**

Centro La Familia Advocacy Services successfully served the communities of Cantua Creek/El Porvenir and Three Rocks, with support from Intersect Power-Darden. From November 2023 to December 2025, the organization successfully engaged over 700 families, providing essential services, resources, and educational opportunities.

December 2, 2023: Centro La Familia Advocacy Services 2nd Annual Christmas Posada/Resource Fair

On December 9, 2023, Centro La Familia Advocacy Services held its 2nd Annual Community Christmas Posada/Resource Fair in Cantua Creek/Three Rocks. This event featured participation from 13 organizations that provided valuable community resources and services. Notable participants included Senator Anna Caballero's Office, Fresno Economic Opportunities Commission, Central California Environmental Justice Network, Workforce Connection, California Phones, and the California Rural Legal Association.

The event engaged attendees in a variety of activities, including arts and crafts for children, Zumba, networking opportunities, and festive musical performances. Children participated in a traditional piñata activity and received "Aguinaldo" candy goodie bags, which are customary gifts distributed during posadas in many Latin American countries. Additionally, food, including sweet bread (panadero) and hot chocolate, was provided. Notably, Senator Anna Caballero's staff distributed toys to 102 children attending the event.

Feedback from attendees highlighted their appreciation for the opportunity to gather as a community and celebrate their cultural traditions. One participant noted, "It feels wonderful to see our community come together to celebrate our culture, customs, and traditions."

November 2024: Thanksgiving Food Distribution

In November 2024, Centro La Familia Advocacy Services conducted its Thanksgiving Food Distribution through the Kerman Neighborhood Resource Center, focusing on Cantua Creek, El Porvenir, Three Rocks, and neighboring communities. The distribution took place Wednesday November 27, 2024 and through this distribution families received a box with a whole chicken, 2 packets of corn tortillas, 2 packets of flour tortillas, 2 cartons of milk, 2 dozens of eggs, a bag of pasta, 2 cans of corn, 2 cans of beans, 1 pack of bread, 2 bags of peanuts, 1 can of fruit, 2 cans of tomato sauce and 1 bottle of pinesol. A total of 50 families were served. Families were very grateful and appreciate the milk and eggs as several mentioned that those items are always costly in the stores.

December 14, 2024: 3rd Annual Christmas Posada/Resource Fair

Centro La Familia Advocacy Services hosted its 3rd Annual, 'Community Christmas Posada/Resource Fair' event in Cantua Creek/Three Rocks on December 14, 2024. Families gathered to celebrate with traditional activities associated with the "Posada" Christmas celebration common in many Latino countries. The evening featured Christmas music, piñatas,

“Aguinaldo” candy bags, pozole, hot dogs, sweet bread (panadero), and champurrado, allowing families to enjoy the festivities together.

A total of 15 organizations participated in this event, including Fresno Economic Opportunities Commission, Valley Health Team, Visión y Compromiso, Sweet Hearts, Amor Wellness Center, and others. Centro La Familia’s Home Visitation Program facilitated a Group Connection Parent/Child Activity, encouraging parents to participate in the event. UCSF offered free health screenings for glucose and high blood pressure, as well as vaccinations for influenza and COVID-19, including children’s immunizations for school. The Immigration Services Department of Centro La Familia provided free naturalization consultations and “Know Your Rights” information. The Office of Senator Anna Caballero distributed toys to all children in attendance (102 children).

Through this event, we were able to reach 253 individuals, 151 adults, and 102 children. We had 28 individuals that through the raffles and various activities won blankets, jackets, gift baskets, gift cards and children backpacks.

December 2024: Christmas Food Distribution

In December 2024, Centro La Familia Advocacy Services conducted its Christmas Food Distribution, targeting Cantua Creek/El Porvenir, Three Rocks, and surrounding communities. The distribution took place on December 16, 2024, providing families with a box that contained 2 whole chickens, 2 packets of corn tortillas, 2 packets of flour tortillas, 1 bag of pasta, 2 cans of corn, 2 cans of beans, 1 can of fruit, 2 cans of tomato sauce, and 1 bottle of Pine-Sol. A total of 50 families were served, and they expressed their gratitude for the assistance.

June 26, 2025 and June 27, 205: Community Enrollment for A/C Unit Distribution event in Cantua Creek/El Porvenir, and Five Points

In May 2025, Centro La Familia Advocacy Services (CLFA) began preparations for a summer A/C unit distribution in the target communities. This involved staff meetings to coordinate activities, identify a vendor, and connect with local community leaders to find locations for distributing flyers, enrolling families, and holding the event. As a result, staff selected Slumberger Lumber Hardware Store in Kerman as the vendor for purchasing the units and collaborated with the local school district to secure spaces for the enrollment and distribution event.

In June, staff canvassed the communities, distributing flyers and encouraging families to attend the enrollment events.

On June 26th and 27th, 2025, staff held the enrollment event, meeting with local residents from Cantua Creek/El Porvenir and Five Points at their respective community elementary schools to enroll families for a free portable A/C unit.

These efforts were part of a continued commitment to support families living in extreme heat conditions during the summer months. Thanks to these initiatives, 115 families enrolled in the Cantua Creek/El Porvenir communities, and 76 families enrolled in Five Points, CA.

July 14, 2025 and July 15, 2025: A/C Unit Distribution event in Cantua Creek/El Porvenir, and Five Points

To prepare for the distribution event, CLFA met with Slumberger Lumber Hardware Store to coordinate delivery dates and logistics for the units. Slumberger Lumber was very accommodating, delivering the units to the local elementary schools on both days. Both distribution events were well-attended, with CLFA receiving volunteer support from IP-Darden and local residents. The attendees expressed their gratitude for the units, stating that they would be beneficial during the hot summer months, with temperatures exceeding 100 degrees.

December 13, 2025: 4th Annual Christmas Posada/Resource Fair

This event is in process, and Centro La Familia Advocacy Services anticipates reaching more than 200 families to provide food, toys, and resources.

Darden Project – Community Benefits Plan Compliance Questionnaire

Purpose:

This questionnaire is designed to collect information from Community-Based Organization (CBO) partners to verify compliance with the Darden Project's Community Benefits Plan (CBP). Responses will be used to support the Annual Compliance Report submitted by the project owner, demonstrating implementation progress, documentation, and outreach efforts.

Section 1: Organizational Information

Organization Name: Golden Plains Unified School District

Primary Contact Name & Title: [REDACTED]

Email & Phone Number: [REDACTED]

Mailing Address: [REDACTED]

Reporting Period Covered: 07/25-06/26 (25-26 Fiscal Year)

Section 2: Program Implementation

1. Please describe your organization's role under the Community Benefits Agreement (CBA). Golden Plains Unified School District is the recipient of community benefits for our students.
2. Provide an overview of activities completed during this reporting period that align with your commitments under the CBA.

The following actions are all included in our district's LCAP, the spending plan for the district, and in our SPSAs, the spending plans for our school sites. All these actions are aligned to metrics that allow us to measure student progress.

- Action 2202: Tier II Enhanced Academic Support. (1) Math awards and incentives. These funds would go toward awarding students who make progress toward math on quarterly interim assessments. Awards should include math-related prizes. (2) Supplement materials for math instruction. Metric: interim Math assessments.
- Action 2204: English Learner Program. EL awards and incentives would go toward awarding students who make progress in language proficiency on interim assessments. Awards should include incentives related to English language development. Metric: EL interim quarterly assessments
- Action 2208: Visual and Performing Arts Program. These funds would go toward the purchase or upkeep of equipment used for performances, or the engagement of organizations that instruct students in the visual and performing arts. Metric: Two performances.

2. What feedback or input did you receive from the community, and how was it incorporated into program activities?
3. Identify any partnerships or collaborations developed or strengthened through the Darden Project.

Section 6: Forward-Looking Plans

1. Outline planned activities for the next reporting period.
2. Are any additional resources or support needed from the project owner to enhance program success?
3. Provide any other comments or recommendations regarding the Community Benefits Program.

Certification

By signing below, I certify that the information provided in this questionnaire is accurate and complete to the best of my knowledge.

Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: 12/12/25

SECOND AMENDMENT TO AMENDED AND RESTATED DONATION AGREEMENT

This Second Amendment to Amended and Restated Donation Agreement (“*Second Amendment*”) between IP Darden I, LLC, a Delaware limited liability company (“**Donor**”) and Centro La Familia Advocacy Services, a California 501(c)(3) non-profit organization (“**Recipient**”) is entered into as of December 12, 2025 (“**Effective Date**”). Donor and Recipient are referred to individually as a “**Party**”, and collectively as the “**Parties**.” Initially capitalized terms used herein without definition shall have the meanings set forth in the Agreement (as defined below).

RECITALS

- A. Donor and Recipient are parties to that certain Amended and Restated Donation Agreement dated August 13, 2024 (“Donation Agreement”), as amended on August 13, 2024 (“First Amendment”) (First Amendment, together with the Donation Agreement, are collectively referred to herein as the “*Agreement*”);
- B. The Parties agree to amend the Agreement to update the funding structure;
- C. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

AMENDMENTS

1. At Section 2 (Condition Precedent) of the Agreement, strike Section 2 in its entirety.
2. At Section 3 (Donation) of the Agreement, strike the phrase “Donor agrees to make the following contributions to Recipient in the total amount of \$ ” and replace it with the following: “Donor agrees to make contributions in the total of \$. Per Recipient’s request, \$ of that amount shall be directly donated to Fresno Area Hispanic Foundation, a California 501(c)(3) non-profit organization (“**FAHF**”). For avoidance of doubt, Donor’s contributions shall be allocated as follows:”
3. At Section 3 (Donation) of the Agreement, strike the existing table and replace it with the following table, so that Section the Agreement reads:

<u>Year of Donation</u>	<u>Amount</u>	<u>Fund Recipient</u>
-------------------------	---------------	-----------------------

2023-2024	\$ [REDACTED] each year	Recipient
2025	\$ [REDACTED]	Recipient
2025	\$ [REDACTED]	Fresno Area Hispanic Foundation (FAHF)

4. At Section 3 (Donation) of the Agreement, strike the phrase “The Donation is contingent upon the achievement of the Condition Precedent as set forth in Section 2.” and replace it with the following: “The Parties agree and acknowledge that \$ [REDACTED] - comprising the remaining \$ [REDACTED] of Donor’s original commitment to Recipient, plus \$ [REDACTED] to be transferred from Recipient back to Donor out of the total donation amount Recipient received from Donor in 2025 - shall be used to support FAHF in carrying out its proposal, entitled “PROGRAM PROPOSAL, WESTERN FRESNO COUNTY COMMUNITIES, SCOPE OF WORK” (the “*Proposal*”), attached hereto as Exhibit A. Notwithstanding anything herein or set forth in the Proposal, in the event that there is any conflict or inconsistency between the terms and conditions of the Agreement and those of the Proposal, the terms and conditions of the Agreement shall govern the rights and obligations of the parties.”
5. At Section 3.1 (Conditions of Use) of the Agreement, strike the phrase “Recipient shall not use the Donation for the benefit of any owner, shareholder, officer, director, or employee of the Recipient.” and replace it with the following, so that Section 3.1 reads, in its entirety:

3.1 Conditions of Use. Recipient shall not use the Donation for the benefit of any owner, shareholder, officer, director, or employee of the Recipient; and (b) upon execution of this Second Amendment, Recipient shall transfer \$ [REDACTED] of the Donation it received in 2025 back to Donor to enable Donor to carry out its obligations to Recipient and FAHF.

6. **For clarity, due to the amendments in Paragraphs 2-5 of this Second Amendment, as of the Effective Date of this Second Amendment Section 3 (Donation) shall read in its entirety as follows:**

3. Donation. Donor agrees to make contributions in the total of \$ [REDACTED] Per Recipient’s request, \$ [REDACTED] of that amount shall be directly donated to Fresno Area Hispanic Foundation, a California 501(c)(3) non-profit organization. For avoidance of doubt, Donor’s contributions shall be allocated as follows:

<u>Year of Donation</u>	<u>Amount</u>	<u>Fund Recipient</u>
2023-2024	\$ [REDACTED] each year	Recipient
2025	\$ [REDACTED]	Recipient
2025	\$ [REDACTED]	Fresno Area Hispanic Foundation

The Parties agree and acknowledge that \$ [REDACTED] - comprising the remaining \$ [REDACTED] of Donor's original commitment to Recipient plus \$ [REDACTED] to be transferred from Recipient back to Donor out of the total donation amount Recipient received from Donor in 2025 - shall be used to support FAHF in carrying out its proposal, entitled "PROGRAM PROPOSAL, WESTERN FRESNO COUNTY COMMUNITIES, SCOPE OF WORK" (the "*Proposal*"), attached hereto as Exhibit A. Notwithstanding anything herein or set forth in the Proposal, in the event that there is any conflict or inconsistency between the terms and conditions of the Agreement and those of the Proposal, the terms and conditions of the Agreement shall govern the rights and obligations of the parties. Donor grants Recipient irrevocable ownership, rights, title, and interest in the Donation upon the terms and conditions set forth in this Agreement and without monetary payment to the Donor. Donation will be transferred to Recipient free and clear of any liens, claims, or encumbrances. Recipient will determine the disposition of the Donation subject to Section 3.1.

3.1 Conditions of Use. Recipient shall not use the Donation for the benefit of any owner, shareholder, officer, director, or employee of the Recipient; and (b) upon execution of this Second Amendment, Recipient shall transfer \$ [REDACTED] of the Donation it received in 2025 back to Donor to enable Donor to carry out its obligations to Recipient and FAHF.

3.2 Statement of Support. Recipient agrees to provide a statement or letter of support for the Darden Solar Project at the request of Donor.

MISCELLANEOUS

7. Except as specifically amended herein, the terms and conditions of the Agreement shall remain in full force and effect without modification or amendment. The conclusion of this Second Amendment shall not be construed as a waiver of a post or current right or

any claim of either Party which may arise from or in connection with the performance of the Agreement.

8. This Second Amendment may be executed in duplicate, each version being fully and equally effective. This Second Amendment comes into effect upon dual execution of both Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their duly authorized representatives as of the date first above written.

DONOR:

IP DARDEN I, LLC

BY: [REDACTED]

NAME: [REDACTED]

TITLE: [REDACTED]

RECIPIENT:

CENTRO LA FAMILIA ADVOCACY SERVICES

BY: [REDACTED]

NAME: [REDACTED]

TITLE: [REDACTED]

EXHIBIT A



THE EXPANDING FRESNO AREA HISPANIC FOUNDATION

**PROGRAM PROPOSAL
WESTERN FRESNO COUNTY COMMUNITIES
SCOPE OF WORK**

ORGANIZATION BACKGROUND

Established in 2004, the Fresno Area Hispanic Foundation (FAHF) is the longest-serving small-business technical assistance provider in the San Joaquin Valley (SJV), specializing in supporting micro- and small businesses owned by women, BIPOC, low-to moderate-income entrepreneurs, rural residents, and other underserved communities. Originally founded as a Hispanic-serving entity, FAHF has expanded to serve all racial and ethnic groups in the region, offering services such as one-on-one consulting, workshops, financial education, and entrepreneurial coaching. Guided by its mission to develop self-sufficiency for individuals through entrepreneurship and financial opportunities, FAHF has, over 20 years, consistently helped disadvantaged entrepreneurs overcome systemic barriers, achieve economic independence, and strengthen the local economy by fostering growth and opportunity across the SJV.

STATEMENT OF NEED

Small businesses in the rural California communities of Western Fresno County have been among the hardest hit by inflation and limited resources, leaving many struggling to sustain operations. While some continue to thrive, others are unable to operate at full capacity due to insufficient support. FAHF's goal is to serve as a bridge, helping these businesses access grant funds and receive targeted one-on-one technical assistance to ensure they have the resources needed to maintain stability and successfully navigate their operations through the remainder of the year.

PROGRAM DESCRIPTION

FAHF offers a variety of programs and services through initiatives such as the Technical Assistance Program, Small Business Grant Program, Confia Rural Program, and Community Development Financial Institution (CDFI), among others. The primary goal of these efforts is to provide business structuring and financial well-being resources to individuals, families, and small businesses in the rural communities of the San Joaquin Valley. FAHF remains committed to expanding and enhancing its offerings, including the following:

1. **Technical Assistance:** FAHF offers free, comprehensive, and individualized bilingual (English/Spanish) technical assistance to unbanked and underbanked individuals. This support covers a wide range of areas, including business development, business formation, permits and licensing, legal services, marketing strategies, financial planning, access to financial products and services, credit counseling, debt management, and banking services. The program is designed to build capacity, strengthen financial competency, expand financial education, and support business formation in compliance with regulations for BIPOC, minority, and other underserved individuals.

2. Small Business Grant Programs: FAHF has extensive experience administering multi-faceted grant programs with state and local agencies to support small business owners with limited resources who have been impacted by challenges and disasters. Leveraging this expertise, FAHF will implement a tailored grant program for small businesses in the Western Fresno County Communities to help sustain operations and strengthen economic resilience. Grant funds will provide \$500 to startups for licensing and permitting costs and \$2,000 to existing businesses to support ongoing operations. In addition, we will host a workshop on Nov. 6 to promote procurement opportunities and assist in preparing small businesses to access potential contracts.

Tentative Timeline of Activities (subject to change according to grant terms and conditions)

Activity	Time Frame
Marketing Plan / Outreach Development <ul style="list-style-type: none"> • Branding / Campaign Design • Staff Training 	October 2025
Program Marketing / Outreach to Businesses <ul style="list-style-type: none"> • Begin digital, television, and media campaign • Direct outreach to microbusinesses 	November 2025
Open Grant Application Cycle <ul style="list-style-type: none"> • Provide one-on-one application assistance • Continue program marketing and outreach 	November – December 2025
Application Review <ul style="list-style-type: none"> • Vetting of applications • Conduct random selection 	December 2025 – January 2026
Grant Agreements / Disbursements <ul style="list-style-type: none"> • Notify selected awardees • Gather required documentation • Disburse grant funds • Grant reporting 	January - February 2026

3. Confia Rural: FAHF leads a unique program in the Valley that brings resources directly into rural communities, providing small businesses and residents with on-site technical assistance and financial support through financial education fairs—eliminating the need to travel outside their local area. These resource fairs are designed to promote financial literacy and will feature workshops and services covering topics such as business development, housing, job readiness, and financial planning. To maximize impact, FAHF partners with local institutions, government agencies, and other organizations to leverage resources and expertise for unbanked and underbanked consumers in these communities.

4. CDFI Lending Activities: FAHF emphasizes budgeting and financial projections while extending support to both businesses and individuals through financing opportunities. The CDFI lending activities remain dedicated to providing financial education, including assistance with credit reports, and to developing innovative financial products such as the mobile food vendors' loan program. In addition, CDFI can provide tailored capital solutions to small businesses in the Western

Fresno County Communities area, ensuring they have access to the flexible funding and resources needed to grow, adapt, and sustain their operations.

USES OF FUNDS

With this support, FAHF will help finance and strengthen small and emerging businesses in rural areas by providing access to capital and technical assistance. These efforts will generate employment opportunities, stimulate local economic growth, and empower business owners to thrive. Backed by grant funds, targeted technical assistance, and community involvement, rural businesses can build sustainable operations and create brighter opportunities for their communities.

BUDGET

Small Business Grants

\$500 for start-ups and \$2,000 for existing businesses



Technical Assistance Providers

One-on-one advice and capacity building



Community Development Specialists

Provide direct support to rural communities



Outreach

Personnel to conduct boots-on-the-ground outreach and marketing



Overhead

Administration and program management



Donation Agreement

This Donation of Goods Agreement, dated as of December 12, 2025 (this "Agreement"), is entered between IP Darden I, LLC, a Delaware limited liability company ("Donor"), and Fresno Area Hispanic Foundation, a 501(c)(3) non-profit organization ("Recipient," and together with Donor, the "Parties," and each, a "Party").

RECITALS

- A. Donor is in the business of developing and operating renewable energy projects. Darden Solar Project, located in Fresno County, California, is partially and indirectly owned by Donor.
- B. Recipient is a small-business technical assistance provider located in the San Joaquin Valley attending the needs of the same community; and
- C. Donor desires to make a one-time charitable contribution to Recipient, and Recipient desires to accept said contribution for the benefit of its charitable work in accordance with the terms and conditions agreed below.

AGREEMENT

The Parties agree as follows:

1. Charitable Donation. All payments made under the terms of this Agreement (the "Donation") shall be treated as charitable donations for all purposes. It is the intent of the Parties that the Donation be made and used in compliance with all applicable federal and state laws governing donations made to charitable organizations. Recipient represents and warrants to Donor that it is a tax-exempt entity pursuant to Section 501(c)(3) or other applicable sections of the Internal Revenue Code. The Parties acknowledge that they may be required by law to report information about the Donation and each Party agrees to report such information as legally required.

2. Donation. Donor agrees to make a one-time contribution to Recipient in the amount of [REDACTED]. Donor grants Recipient irrevocable ownership, rights, title, and interest in the Donation upon the terms and conditions set forth in this Agreement and without monetary payment to the Donor. Donation will be transferred to Recipient free and clear of any liens, claims, or encumbrances. Recipient will determine the disposition of the Donation subject to Section 2.1.

2.1 Conditions of Use. With this support, FAHF will help finance and strengthen small and emerging businesses in rural areas by providing access to capital and technical assistance. These efforts will generate employment opportunities, stimulate local economic growth, and empower business owners to thrive. Backed by grant funds, targeted technical assistance, and community involvement, rural businesses can build sustainable operations and create brighter opportunities for their communities.

3. **Confidentiality.** Recipients agrees to take all reasonable measures to keep in confidence the execution, terms and conditions as well as performance of this Agreement, and the confidential data and information of Donor that Recipient may know or gain access to in relation to this Agreement (hereinafter referred to as "**Confidential Information**"), and shall not disclose such Confidential Information to any third party without the prior written consent of Donor.

4. **Public Announcements.** Donor reserves the right to make public announcements and communicate with any news or other media organizations regarding this Agreement without prior consent of, or notice to, Recipient. Recipient shall not make any public announcements concerning this Agreement, or the transactions contemplated hereby or otherwise communicate with any news or other media organizations concerning this Agreement without the prior written consent of Donor.

5. **Waiver and Release.** Recipient itself and its respective present and former parents, subsidiaries, Affiliates, officers, directors, shareholders, members, successors, and assigns hereby expressly releases, waives, and forever discharges Donor and its respective present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors, and permitted assigns from any and all claims, actions, causes of action, suits, losses, expenses, liabilities, obligations, damages, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, or equity arising out of or in connection with this Agreement whether arising out of the negligence of Donor or Recipient or otherwise, except for any claims relating to rights and obligations preserved by, created by, or otherwise arising out of this Agreement and any liabilities that cannot be released or waived under applicable law. "**Affiliate**" means any entity which, directly or indirectly, controls, is controlled by, or is under common control with a Party. In this definition 'controls' and 'control' mean the power by contract to direct the management and policies of an entity through the beneficial ownership of 50% or more of voting equity securities or other equivalent voting interests of the entity. In the case of Donor, (i) 'common control' includes only those entities that are controlled directly or indirectly by Intersect Power Holdings, LLC, and (ii) "Affiliates" (x) excludes any entity that directly or indirectly controls Intersect Power Holdings, LLC, (y) excludes any tax equity investor in a tax equity partnership, and (z) includes any project company entity owned by a tax equity partnership and managed by Donor or its Affiliate.

6. **Indemnification.** Recipient shall indemnify and defend Donor and its officers, directors, employees, agents, Affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party arising out of or related to any third-party claim alleging:

(a) breach or non-fulfillment of any provision of this Agreement by Recipient or Recipient's employees;

(b) any negligent or more culpable act or omission of Recipient (including any reckless or willful misconduct) in connection with the Donation;

(c) any alleged bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or culpable acts or omissions of Recipient (including any reckless or willful misconduct); or

(d) any failure by Recipient to comply with any applicable federal, state, or local laws, regulations, or codes in connection with the Donation.

7. Limitation of Liability. IN NO EVENT SHALL DONOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THE DONATION, OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT DONOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8. Term and Termination. The terms of this Agreement shall remain in effect indefinitely unless terminated earlier by the Parties. Donor may terminate this Agreement by providing Recipient with 5 days' advance Notice (as defined in 9).

9. Notices. Any notice, demand or request (each, a "Notice") required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally, by overnight courier, sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the Party to be notified at such Party's address as set forth below, as may be subsequently modified by written notice:

If to Donor:
IP Darden I, LLC
c/o Intersect USA, LLC
9450 SW Gemini Drive PMB #68743
Beaverton, Oregon 97008-7105
Email: legal@intersect.com

If to Recipient:
Fresno Area Hispanic Foundation
[REDACTED]
Email: [REDACTED]
Attention: [REDACTED]

10. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect

any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) other similar events beyond the control of the Impacted Party.

The Impacted Party shall give Notice within 7 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following Notice given by it under this 17, the other Party may thereafter terminate this Agreement upon 7 days' Notice.

15. Relationship of the Parties. Nothing in this Agreement will be construed or deemed to constitute a partnership, joint venture, employee, employer or representative relationship between the Parties. Nothing in this Agreement will be deemed to authorize or empower either Party to act as agent for the other Party or to bind the other Party.

16. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

**FRESNO AREA HISPANIC
FOUNDATION**

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

IP DARDEN I, LLC

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

EXHIBIT A
Fresno Area Hispanic Foundation Proposal
[To Be Attached]

Community Benefits Agreement

This Community Benefits Agreement (this "**Agreement**"), is entered between IP Darden I, LLC, a Delaware limited liability company ("**Darden**"), on the one hand, and Leadership Counsel for Justice and Accountability, a California 501(c)(3) non-profit organization ("**LCJA**"), Central California Environmental Justice Network, a California 501(c)(3) non-profit organization ("**CCEJN**") and Comunidades de Westside, an unincorporated local community group ("**Comunidades**") (collectively, "**Community Groups**") on the other. Together, the parties to this Agreement may be referred to as "**Parties**," or in the singular as a "**Party**." This agreement shall be effective on the date on which it is fully executed.

RECITALS

- A. Darden is in the business of developing and operating renewable energy projects, and will construct, own, and operate the Darden Clean Energy Project located in Fresno County, California ("**Darden Clean Energy Project**" or "**Project**");
- B. Darden has applied to the California Energy Commission ("**CEC**") for certification authorizing Darden to construct, operate, and repower or decommission the Darden Clean Energy Project on private lands in western Fresno County, as described in the November 6, 2023 Darden Clean Energy Project Opt-In Application and resulting CEC Docket No. 23-OPT-02 (the "**CEC Docket**"); and
- C. Comunidades is a recently-formed group composed of community members living in Cantua Creek, Five Points, and El Porvenir (sometimes referred to as Three Rocks), all located approximately 3 to 8 miles from the Darden Clean Energy Project in western Fresno County, California, and collectively representing and advocating for the health and well-being of their communities, including equitable energy policy, programs, and investments that protect public health, prevent climate change, and reduce risk of harm to residents who identify as disadvantaged communities of color. The boundaries of Cantua Creek are set forth in Exhibit 1 to this Agreement, the boundaries of Five Points are set forth in Exhibit 2 to this Agreement, and the boundaries of El Porvenir are set forth in Exhibit 3 to this Agreement; and
- D. CCEJN supports grassroots leadership to promote environmental health education, community organizing, collaborative dialogue, and political involvement among rural, underserved communities of color in the San Joaquin Valley, including Fresno County, California; and
- E. LCJA's mission is to work alongside the most impacted communities to advocate for sound policy and eradicate injustice to secure equal access to opportunity regardless of wealth, race, income, and place; and
- F. Darden and CCEJN and LCJA initiated conversations in December 2023, and Darden has hosted two public open houses to share additional project information with residents, community members, and other interested persons, including several individuals affiliated with Comunidades and the Community Groups collectively. Specifically, on March 26, 2025, Darden met with individuals that would later form Comunidades to hear

Comunidades' perspectives regarding community benefits; and

- G. In response to the preparation of a Draft Environmental Impact Report ("DEIR") by CEC for the Darden Clean Energy Project, on April 21, 2025 the Community Groups collectively submitted comments on the DEIR to the CEC Docket highlighting concerns about the Darden Clean Energy Project's environmental and socio-economic impacts; and
- H. On May 1, 2025, LCJA notified Darden that it had formally been retained as legal counsel for Comunidades, and that it wished to discuss community benefits, mitigation, and other actions that would support community priorities; and
- I. On May 21, 2025, LCJA notified Darden via email that LCJA - on behalf of itself, CCEJN, and several public interest groups - had sent a letter to the Governor of California, the CEC Commissioners, and the Secretary of the California Natural Resources Agency ("May 21, 2025 Letter to the Governor") notifying those public entities of a demand that the Darden Clean Energy Project and the Darden Clean Energy Project Community Benefits Plan (attached as Exhibit 4 to this Agreement) ("Community Benefits Plan") be modified to meet the requests of the Community Groups; and
- J. On May 22, 2025, Darden met with the Community Groups to specifically discuss and understand the Community Groups' perspectives around project impacts, community benefits, and project information, and to reiterate in more detail the scope of community benefits that Darden has directed and intends to direct toward the local community through several community benefit agreements as well as the Community Benefits Plan; and
- K. In an effort to collaboratively work with the Community Groups, Darden desires to make a lump-sum contribution to a mutually-agreed upon 501(c)(3) (the "Community Benefits Organization" or "CBO") to act as a trusted community benefit organization on behalf of Comunidades that will work with the Community Groups to direct infrastructure and community benefits contributions; and
- L. The Community Groups, through the CBO, desire to accept said contributions in accordance with the terms and conditions agreed below.

AGREEMENT

The Parties agree as follows:

1. Charitable Donation. All payments made under the terms of this Agreement (the "Donation") shall be treated as charitable donations for all purposes. It is the intent of the Parties that the Donation be made and used in compliance with all applicable federal and state laws governing donations made to charitable organizations. The CBO shall represent and warrant to Darden that it is a tax-exempt entity pursuant to Section 501(c)(3) or other applicable sections of the Internal Revenue Code. The Parties acknowledge that they may be required by law to report information about the Donation and each Party agrees to report such information as legally required.





3. **Donation**. Darden agrees to, within sixty (60) days of satisfaction of the Conditions Precedent, make a one-time contribution to the CBO, as trustee in Comunidades' interest, in the total amount of [REDACTED]. The Donation is contingent upon the achievement of the Conditions Precedent as set forth in Section 2. Darden grants Comunidades irrevocable ownership, rights, title, and interest in the Donation upon the terms and conditions set forth in this Agreement and without monetary payment to Darden. The CBO shall establish a separate bank account to receive the Donation made by Darden pursuant to section 2 above. The CBO shall hold all such donations in trust and shall use them solely to pay for those specified community benefits described in Section 3.1 herein. If the CBO charges an amount for administration of the donation (“**Administration Fee**”), Darden agrees to donate an additional amount to the CBO equal to the amount charged for administration [REDACTED]

a. **Donation Purpose**. Comunidades, as beneficiary of the Donation, will determine jointly with the CBO the disposition of the Donation subject to the terms and conditions of this Agreement. Community benefits for Comunidades likely may include: community-identified upgrades to homes, community spaces, green spaces, and infrastructure and other community benefits that fall within the identified focus areas of the Community Benefits Plan, or as specifically identified as priorities of Comunidades. For clarity, the Donation funds shall be additive to — and shall not act as a replacement for — any community benefits funds or actions identified in the Community Benefits Plan.

b. **Conditions of Use**. The CBO shall not use the Donation for the benefit of any owner, shareholder, officer, director, or employee of the CBO, or of CCEJN or LCJA.

c. **Statements of Support**. The Community Groups agree to provide a statement or letter removing opposition to the Darden Clean Energy Project if requested by Darden. If requested, Darden agrees to provide reasonable introductions or statements or letters of support to assist the Community Groups in advocating for infrastructure improvements, including but not limited to the use of tax and other revenue in West Fresno County near the Project site, consistent with this Agreement. Such a statement or letter of support shall contain mutually agreed upon language consistent with the purpose of this Agreement.

d. Inclusion as Partner Organization. Consistent with the Community Benefits Plan, Darden shall meet with partner organizations including Community Groups to receive feedback and reporting on the allocation and use of funding by the Community Groups, and to discuss opportunities for expanded involvement by Darden's employees, including participation in local volunteer projects.

e. Non-Opposition to Darden Clean Energy Project. The Community Groups covenant not to challenge or oppose the implementation of the Darden Clean Energy Project, which means Community Groups shall not themselves as a group or as individual entities or individual members of any other organizations, demand or object, or advocate that any individual members or entities comprising Community Groups object, or support (monetarily or otherwise) any other party in objecting, in any administrative, regulatory or legal proceeding (including any administrative hearing or proceeding, administrative appeal, arbitration, judicial challenge, referendum, initiative, or moratorium), or take any action whatsoever that is intended to or would have the effect of delaying, impairing, prohibiting or interfering with any part or all of the development, construction, operation or decommissioning of the Darden Clean Energy Project, or any phase, permitting approval or authorization thereof, so long as Darden remains in substantial compliance with the terms of this Agreement. In the event that anyone acting or purporting to act on behalf of or with the support of the Community Groups breaches this Section 3(e), the Community Groups shall demand the prompt withdrawal and dismissal of any claim or action made in violation of this Agreement.

f. Non-Disparagement. The Community Groups agree and covenant that they shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory, maliciously false, or disparaging remarks, comments, or statements related to the Darden Clean Energy Project. However, the Community Groups make no commitments or representations on behalf of individuals who are not a Party to this Agreement, whether or not they reside in Cantua Creek, Five Points, or El Porvenir. Notwithstanding the foregoing, in the event that anyone acting or purporting to speak on behalf of or with the support of the Community Groups breaches this Section 3(f), the Community Groups shall demand the prompt withdrawal and dismissal of any such statement, outreach, or public action made in violation of this Agreement.

4. Electricity affordability. The Parties are committed to taking all reasonable steps necessary to identify and ensure the implementation of one or more policies or programs that can provide a meaningful reduction in electricity rates for residential utility customers, including specifically the residents of Cantua Creek, Five Points, and El Porvenir, and agree to negotiate in good faith further terms and conditions to delineate such policy(ies) or program(s), to be memorialized in a future addendum to this Agreement.

5. Construction Vehicle Routes. Prior to the start of construction of the Darden Clean Energy Project, Darden agrees to analyze the extent to which it is feasible to reroute truck and personal vehicle traffic outside of the communities of Cantua Creek, Five Points, and El Porvenir during construction. To the extent it is feasible, in whole or in part, to reroute truck and/or personal vehicle traffic outside of Cantua Creek, Five Points, and El Porvenir, Darden shall ensure that traffic is rerouted. Darden shall provide the Community Groups with its existing traffic analysis.

6. **Confidentiality.** Except to the extent necessary to carry out the Parties' obligations under this Agreement, the Parties agree to take all reasonable measures to keep in confidence this Agreement, as well as the confidential data and information of any Party that the other Party may know or gain access to in relation to this Agreement (hereinafter collectively referred to as "**Confidential Information**"), and shall not disclose such Confidential Information to any third party without the prior written consent of the disclosing party. Notwithstanding the foregoing, either Party may disclose: (a) this Agreement, including any Confidential Information contained herein, to any relevant local, state, and/or federal government entity for purposes of obtaining a permit, if required, or as otherwise required by law; and (b) a redacted version of this Agreement for the purposes of uploading to the CEC docket.

7. **Public Announcements.** Except to the extent necessary to carry out a Party's obligations under this Agreement, no Party to this Agreement shall communicate with any news or other media organizations concerning the Confidential Information without the prior written consent of the other Party. Prior written consent shall not be unreasonably withheld or delayed.

8. **Project Information.** Darden shall take all necessary steps to keep the Community Groups and residents of Cantua Creek, Five Points, and El Porvenir reasonably informed regarding the Darden Clean Energy Project with the goal of ensuring that all relevant information is presented in a way that is as effective and accessible as reasonably possible, including but not limited to: providing all required CEC notices and information in English and Spanish and providing special notice to the Community Groups as set forth in Paragraph 15 (Notice).

9. **Waiver and Release.** Community Groups, each on behalf of themselves and its respective present and former parents, subsidiaries, Affiliates, officers, directors, shareholders, members, successors, and assigns hereby expressly releases, waives, and forever discharges Darden and its respective present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors, and permitted assigns from any and all claims, actions, causes of action, suits, losses, expenses, liabilities, obligations, damages, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, or equity arising out of or in connection with this Agreement whether arising out of the negligence of Darden or Community Groups or otherwise, except for any claims relating to rights and obligations preserved by, created by, or otherwise arising out of this Agreement and any liabilities that cannot be released or waived under applicable law. "**Affiliate**" means any entity which, directly or indirectly, controls, is controlled by, or is under common control with a Party. In this definition 'controls' and 'control' mean the power by contract to direct the management and policies of an entity through the beneficial ownership of 50% or more of voting equity securities or other equivalent voting interests of the entity. In the case of Darden, (i) 'common control' includes only those entities that are controlled directly or indirectly by Intersect Power Holdings, LLC, and (ii) "Affiliates" (x) excludes any entity that directly or indirectly controls Intersect Power Holdings, LLC, (y) excludes any tax equity investor in a tax equity partnership, and (z) includes any project company entity owned by a tax equity partnership and managed by Darden or its Affiliate.

10. **Indemnification.** Each Party (the "**Indemnifying Party**") shall indemnify and defend

the other Party and its officers, directors, employees, agents, Affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party arising out of or related to any third-party claim alleging:

- (a) breach or non-fulfillment of any provision of this Agreement by the Indemnifying Party collectively or individually or any of the Indemnifying Party's employees or members;
- (b) any negligent or more culpable act or omission of the Indemnifying Party (including any reckless or willful misconduct) in connection with the Donation;
- (c) any alleged bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or culpable acts or omissions of the Indemnifying Party (including any reckless or willful misconduct); or
- (d) any failure by the Indemnifying Party to comply with any applicable federal, state, or local laws, regulations, or codes in connection with the Donation.

11. Limitation of Liability. IN NO EVENT SHALL DARDEN BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THE DONATION, OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT DARDEN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12. Term and Termination. The terms of this Agreement shall remain in effect indefinitely unless terminated earlier by mutual consent of the Parties. If a violation of this Agreement by the Community Groups or any member thereof causes a material adverse impact on the Darden Clean Energy Project, Darden may in its sole and absolute discretion (1) require the CBO to repay any and all unexpended donations made pursuant to Section 3 of this Agreement and/or (2) terminate this Agreement. The Parties agree that knowing violation of Sections 3(e) or 6 of this Agreement by the Community Groups constitutes a material adverse impact on the Darden Clean Energy Project.

13. Notices. Any notice, demand or request (each, a "**Notice**") required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally, by overnight courier, sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the Party to be notified at such Party's address as set forth below, as may be subsequently modified by written notice:

If to Darden:

IP Darden I, LLC

9450 SW Gemini Drive PMB #68743
Beaverton, Oregon 97008-7105
Email: legal@intersectpower.com

If to Community Groups:

Leadership Counsel for Justice &
Accountability
2210 San Joaquin Street
Fresno, California 93721
Email: mclaiborne@leadershipcounsel.org
Attention: Michael Claiborne

Central California Environmental Justice
Network
1907 N. Gateway Blvd, Suite 103
Fresno, CA 93727
Email: nayamin.martinez@ccejn.org
Attention: Nayamin Martinez

Cantua Creek Resident

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Five Points Resident

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

El Porvenir Resident

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Community Benefit Organization (to be named upon mutual agreement)

14. Informed Decision. Each Party represents and warrants to all other Parties that they have had the advice of counsel of their own choosing in the negotiations for, and the preparation of, this Agreement and have read and understand the contents of this Agreement and its legal effect. Each Party has conducted its own factual investigation, is not relying on any other Party, and assumes the risk that there are material unknown facts or that facts are other than as is presumed. The Parties further acknowledge that they are aware that they may hereafter discover material facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, and further acknowledge that there may be future events, circumstances, or occurrences materially different from those they know or believe likely to occur, but that it is their intention to enter into and be bound by this Agreement.

15. Commitment to Work Together in Good Faith and to Ongoing Communication. The Parties shall strive to work together in good faith to effectuate the terms of this Agreement and the Community Benefits Plan associated with the Darden Clean Energy Project, and to communicate with one another in a constructive and professional manner. As part of this commitment to good faith dealings and ongoing communication, Darden shall regularly solicit input from Community Groups and meaningfully incorporate input from residents of Cantua Creek, Five Points, and El Porvenir in implementing the Community Benefits Plan.

16. No Admission. This Agreement reflects the good faith compromise resolution of any and all existing or prospective claims of Community Groups related to the Darden Clean Energy Project. Nothing contained herein is, or shall be construed to be, an admission by any Party of liability, responsibility, fault or wrongdoing of any kind, to any other Party. Each of the Parties hereto is entering into this Agreement for good and valuable consideration and to avoid the expense, disruption, and uncertainty of litigation.

17. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

18. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

20. Dispute Resolution. If a dispute arises out of or related to this Agreement or the alleged breach thereof, and if the dispute cannot be settled through good faith negotiations within 30 days, the Parties agree to endeavor first to settle the dispute by mediation administered by a mutually-agreed upon JAMS mediator (<https://www.jamsadr.com/mediation?tab=overview>) under its accepted mediation procedures. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon and the Parties shall be obligated to submit to at least one seven-hour (including lunch) mediation session, unless they mutually agree to continue their participation beyond this time period. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

21. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party and any attempt to do so shall be null and void, provided, however, that Darden may assign all of its rights in whole or in part and delegate its obligations under this Agreement to any Affiliate. Notwithstanding anything to the contrary in this Agreement, Darden may, without notice to or consent from Community Groups, directly or indirectly assign (i) this Agreement to any entity in connection with a reorganization, merger, consolidation, acquisition or other transaction involving all or substantially all of the voting securities or assets of Darden, and (ii) a collateral interest in this Agreement to a financing party (including a tax equity investor) as collateral security for a loan or any other financing arrangement. Community Groups shall cooperate with Darden, its Affiliates and any financing parties from time to time, including, without limitation, by entering into consent(s), agreement(s), and/or estoppels with such financing parties in connection with any collateral assignment, or by providing certificates and other ancillary documents on such terms as may be customary under the circumstances and as may be reasonably required by such financing parties. Any assignment of this Agreement shall be subject to all limitations of liability contained in this Agreement.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or by .pdf or other electronic format shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) other similar events beyond the control of the

Impacted Party.

The Impacted Party shall give Notice within 7 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following Notice given by it under this Section 15, the other Party may thereafter terminate this Agreement upon 7 days' Notice.

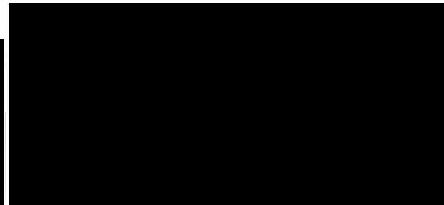
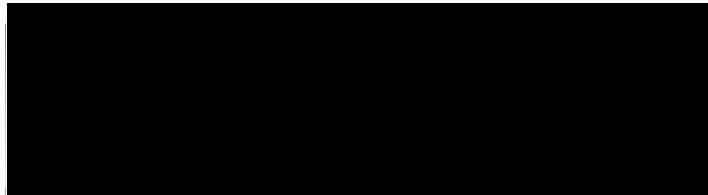
24. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

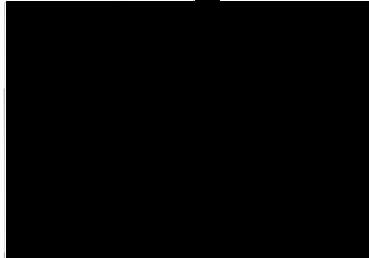
**LEADERSHIP COUNSEL FOR
JUSTICE AND ACCOUNTABILITY**

IP DARDEN I, LLC

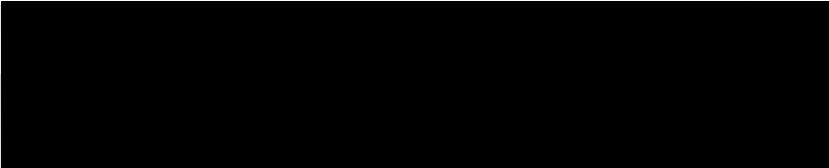


Date: June 20, 2025

**CENTRAL CALIFORNIA
ENVIRONMENTAL JUSTICE
NETWORK**



COMUNIDADES DE WESTSIDE



Title: *RESIDENT*

EXHIBIT 1: CANTUA CREEK COMMUNITY BOUNDARIES

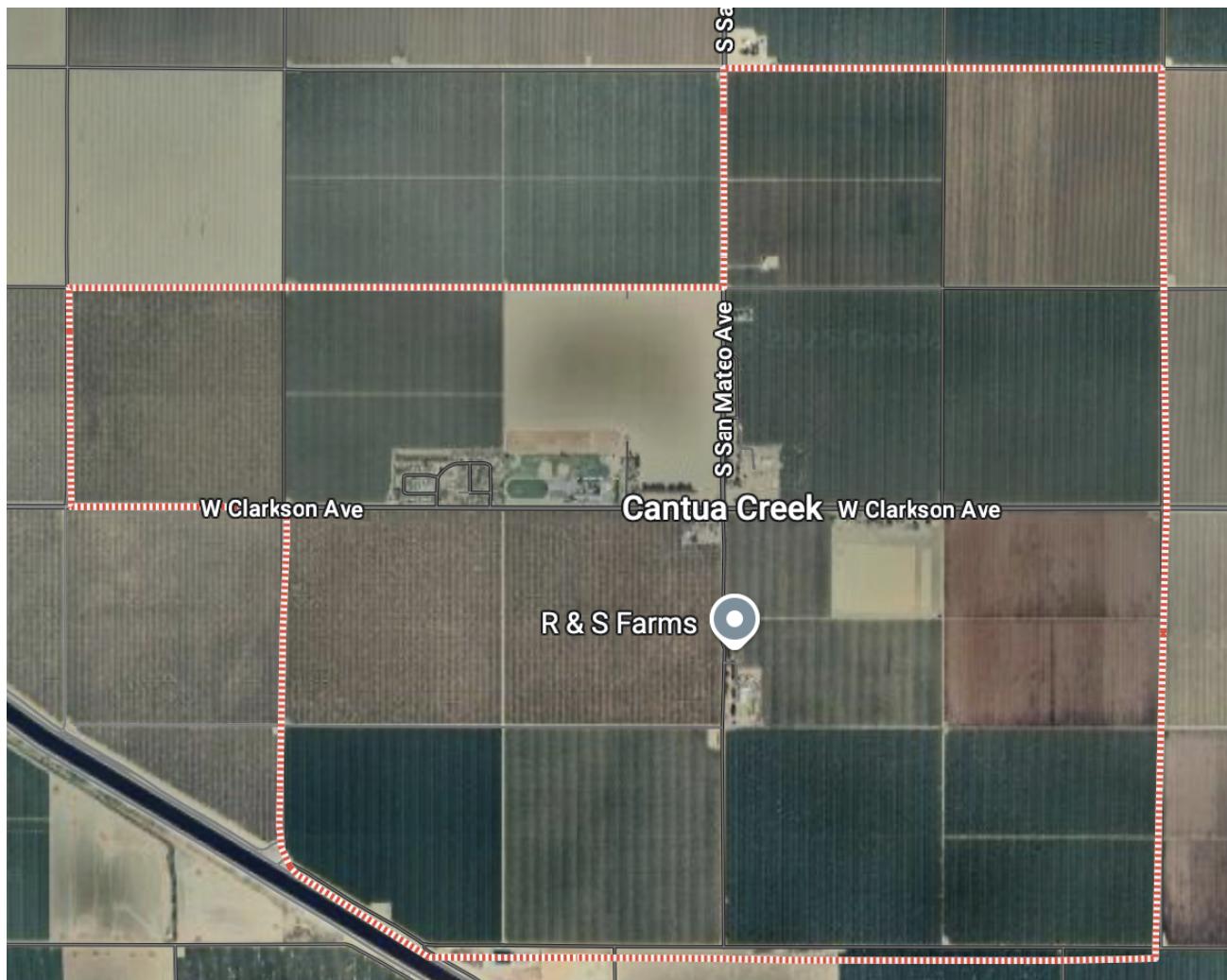


EXHIBIT 2: FIVE POINTS COMMUNITY BOUNDARIES



EXHIBIT 3: EL PORVENIR COMMUNITY BOUNDARIES

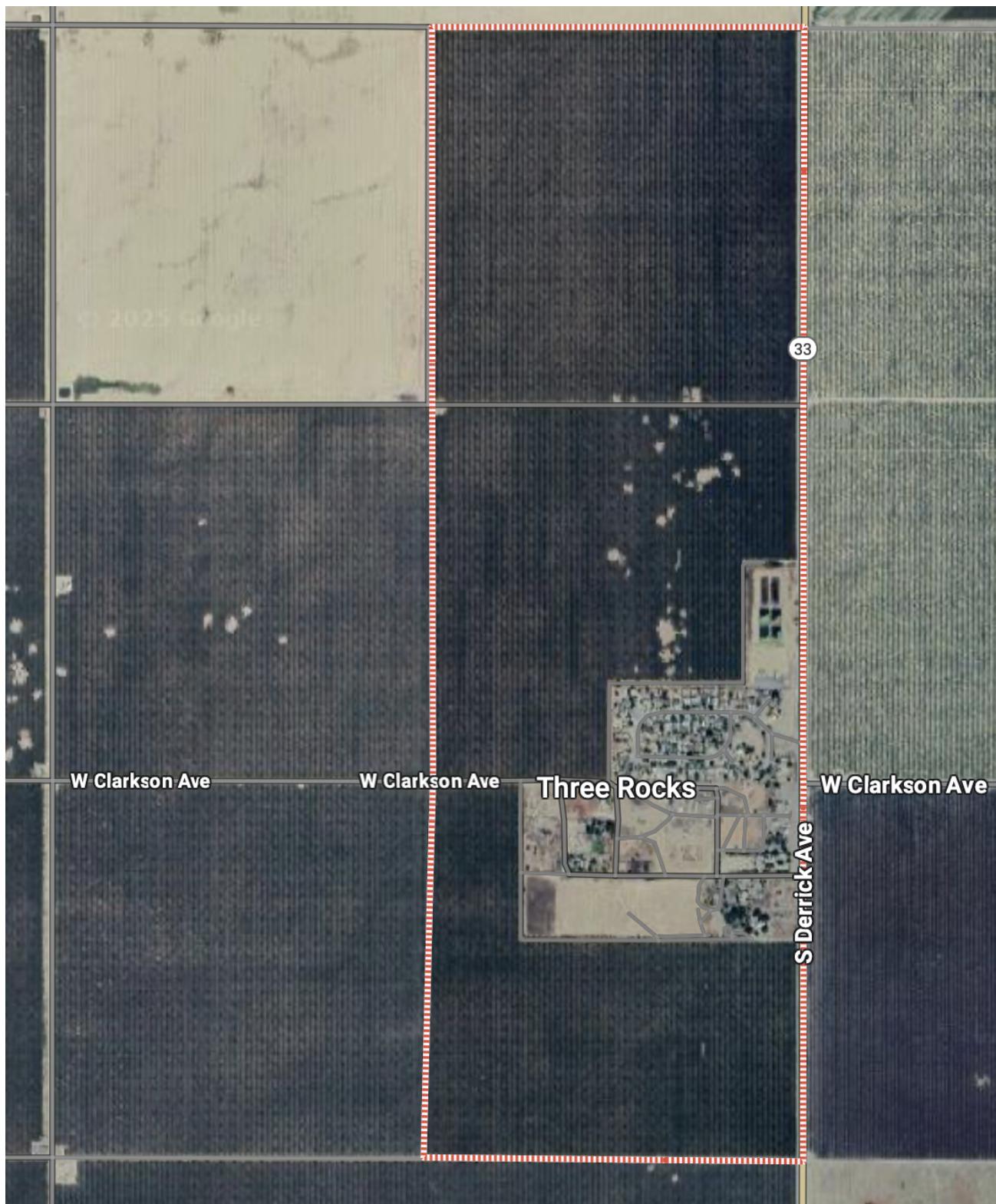


EXHIBIT 4: DARDEN CLEAN ENERGY PROJECT - LOCAL INVESTMENT PLAN

The Darden Clean Energy Project - Local Investment Program

Updated 6/6/25

Darden Local Investment Program Introduction

IP Darden I, LLC and Affiliates¹, a subsidiary of Intersect Power, strives to be an active member and steward of the Fresno County community. As part of the Local Investment Program for the Darden Clean Energy Project (Darden), Intersect Power plans on making significant investments totaling over \$2 million dollars over the next ten years to community-based initiatives and programs in the Fresno County area.

A Fresno-based multicultural outreach firm was hired by Intersect in the Spring of 2023 to help advise and support critical community outreach, including the creation of the Local Investment Program. Since that time, the Intersect Power team, with the assistance of the local consultant, have engaged key stakeholders including labor and workforce development entities, nonprofit partners, local schools, Environmental Justice organizations and tribes to research, receive input, and create the Darden Local Investment Program.

The Local Investment Program partner organizations were selected utilizing the process detailed below:

1. Research: key information was gathered from several sources, most notably the 2020 Fresno County Community Health Needs Assessment². The Assessment identified key community issues to include a lack of accessible and affordable public transportation, the need for economic opportunity, air pollution, a lack of community engagement in planning, access to affordable and quality housing, and access to healthy foods.
2. Community Input: community input was gathered through meetings with local stakeholders. These interactions confirmed the findings of initial research and identified additional opportunities for investment, ensuring integration of the community's thoughts and perspectives into the Local Investment Program.
3. Resource Assessment: a thorough assessment was conducted to understand what community resources currently exist in western Fresno County, the area closest to the Darden site. The Intersect Power team met with the leaders of the partner organizations to understand their mission and how their programming and services support the residents of western Fresno County.

The table below identifies the key focus areas of the Local Investment Program and the identified partner organizations:

¹ "Affiliates" means IP Darden II, LLC, IP Darden III, LLC, IP Darden IV, LLC, IP Darden BESS I, LLC, IP Darden BESS II, LLC, IP Darden BESS III, LLC, IP Darden BESS IV, LLC, and IP Darden BAAH, LLC. IP Darden I, LLC and Affiliates are indirect subsidiaries of Intersect Power, LLC.

² <https://chhs.fresnostate.edu/cvhpi/documents/2020chna.pdf>

Focus Area	Partner Organization
Economic Opportunity	Valley Build Program, The Beyond Housing Foundation (formerly known as Fresno County Housing Education Corps), Golden Plains Unified School District
Access to Public Transportation	Fresno County Rural Transit Agency
Air Pollution	Central California Asthma Foundation, Tree Fresno
Access to Affordable Housing	Westside Elementary School
Access to Healthy Foods	Central California Food Bank, Centro la Familia Advocacy Services

The Local Investment Program strategically incorporates annual commitments spanning the duration of 3 to 10 years, emphasizing the establishment of enduring partnerships throughout the project's development process and into operations. In addition to the formalized Local Investment Program, Intersect Power's commitment extends to supporting other organizations outside its purview. Furthermore, a designated portion of funds are allocated to anticipate and seize new opportunities that may emerge in the future. This multifaceted approach underscores our dedication to sustained community engagement and adaptability in addressing evolving needs and opportunities. Intersect Power provided financial support to organizations not formally incorporated in the Local Investment Program, including The Fresno Center, The Westside Housing and Economic Network, Centro Binacional para el Desarrollo Indígena Oaxaqueño, The Fresno Metro Black Chamber of Commerce, Riverdale Community Sports, Green Raiteros EV Rideshare Program, Mendota Chamber of Commerce, The Mendota Community Corporation, The Latino Peace Officers, The Rotary Club of Kerman, The Fresno Area Hispanic Foundation, and Mendota Unified High School.

We believe that genuine community involvement goes beyond financial contributions. To date, our employees have volunteered over 100 hours in western Fresno County, with the Darden team volunteering alongside and in service to community members at Central California Food Bank's San Joaquin & Mendota Neighborhood Market Food Distribution events.

The Intersect Power team will meet with the Local Investment Program's partner organizations on an annual basis to plan for the upcoming year, receive feedback and reporting on the prior year's programming, and to discuss opportunities for expanded involvement by Intersect Power employees, including participation in local volunteer projects.

Direct Benefits of the Darden Project

By establishing the Darden Project site as the point of sale Sales Tax and Property Taxes will be paid directly to Fresno County that will benefit the Fresno County area through the funding of public programs and services. Intersect Power estimates that the Project will create an average of 1,100 jobs during construction and up to 40 permanent jobs in Fresno County for project operations. Intersect Power has also executed a Letter Agreement with the five crafts, securing their support for the Darden Project.

Beyond this, Intersect Power has coordinated with the local halls, and will host local job fairs and collaborate with the local community college system to maximize local hiring potential.

Though not required, the Project established a point of sale in Fresno County for the purchases of major equipment and materials, which will enable local government to benefit from \$36M in direct sales tax revenues between now and 2027 alone. The bulk of these sales tax revenues are required to be spent on critical transportation and road improvement projects in the County pursuant to existing local law.

Mortenson, our construction partner for Darden, will establish and maintain a list of locally-owned, veteran-owned, and minority-owned subcontractors that will be established and maintained, including these businesses in their bidding opportunities. Mortenson has demonstrated their commitment to investing in the local economy. They plan to source \$67 million in materials, equipment, supplies, and services directly from local small and medium-sized businesses in Fresno County's west side. To facilitate this, Intersect and Mortenson recently hosted a small business event in Kerman on May 20, 2025 to help share more information about the goods and services needed for the Project and the resources available to help them prepare. We've established partnerships with the Fresno Workforce Development Board and the Fresno Area Hispanic Foundation's Confía Rural Program. These collaborations help local businesses prepare for and secure procurement contracts with the project, and even assist new small businesses in forming to capitalize on these opportunities.

Mortenson has created a project website <https://www.dardencleanenergyproject.com/services> sharing information on how local businesses can get involved with procurement opportunities on the Darden site.

Economic Opportunity Partners

Golden Plains Unified School District

The Golden Plains Unified School District, located in western Fresno County, serves rural communities near the Darden site. Intersect Power is currently providing funding for programming for Cantua Creek Elementary and Tranquillity High School. This funding has enabled the creation of an after-school Steinway Piano Program at Cantua Elementary, offering valuable arts education to young students. Intersect Power's financial support at Tranquillity High School enriches the educational experience and fosters a vibrant school environment through various activities for its students.

Valley Build

Engagement has begun with key workforce development organizations to understand opportunities for partnership, in particular the Valley Build program. Valley Build is a pre-apprenticeship program co-founded and sponsored by the Building & Trades Council of Fresno, Madera, Tulare, and Kings Counties and the Fresno Regional Workforce Development Board. Valley Build prepares minorities, women, and hard-to-serve individuals, including the formerly incarcerated and veterans, for careers in the construction industry. Intersect Power has partnered with Valley Build leadership to bring information about the pre-apprenticeship program to rural western Fresno County. The project is tied to a Project Labor Agreement that requires union labor, providing opportunities for residents to benefit from union apprenticeship

programs. This initiative is crucial for bridging the gap for rural residents, benefiting both the community and Intersect Power. Eight public information sharing opportunities about the Programs, starting in May 2024 in Riverdale, CA, have been held in collaboration with schools and select rural city officials, aiming to introduce the pre-apprenticeship program.

The Beyond Housing Foundation

The Beyond Housing Foundation (BHF), formerly known as The Fresno Housing Education Corps is a non-profit organization affiliated with the Fresno County Housing Authority dedicated to empowering families by providing comprehensive educational support. BHF offers financial aid and resources to support area residents in achieving educational and career goals. The organization enhances early childhood education and promotes literacy among children and families and provides engaging summer and after-school programs to maintain educational momentum throughout the year.

Intersect Power's financial contributions will be used to support and expand the reach of existing literacy and STEM-related programs and scholarships programs as detailed below:

- BHF has existing partnerships with entities such as Valley PBS, Fresno County Libraries, and area school districts to provide literacy programming for early learners and school-aged children. Intersect Power's contributions will be used to expand this programming to elementary schools in western Fresno County and to support program staff and coordinators, ipads, books, school supplies, food and transportation associated with the literacy programming.
- A scholarship program is currently in place to support residents seeking to attain the GED/High School equivalency certificate, undergraduate/graduate degrees, certificates, or vocational training. Intersect Power's donation will be used to fund a scholarship program for high school students, with preference given to students in the western Fresno County area, that meet the criteria of a 2.0 GPA and who have been accepted into a 2 or 4 year college, vocational certificate program, trade school, or other post-secondary institution.
- In partnership with Valley PBS, BHF plans to fund "Engineer It, Kids!" workshops for kindergarten to 6th-grade children to experience STEM fields and develop their skills and interests in such areas. Additionally, children will have the opportunity to work alongside real engineers in audio, mechanical, electrical, and civil engineering. Intersect Power's donation will be used to support existing programming, as well as potentially expanding the program to elementary schools in western Fresno County.

Public Transportation Partners

Fresno Rural Transit Agency

The Fresno County Rural Transit Agency (FCRTA) is the public transportation provider to the rural portions of Fresno County. The FCRTA recently launched a rural microtransit program to connect rural unincorporated communities to the City of Fresno and other nearby incorporated cities. This initiative is the first of its kind in the United States and is designed to bridge the gap between rural communities and broader connectivity within Fresno County. Currently the program operates in the community of Biola.

The next phase of the program will include the city of San Joaquin, which will provide services to the communities closest to the Darden project site.

The service utilizes a Chevy Bolt all-electric passenger vehicle, providing residents with reliable and affordable transportation to larger metropolitan cities for essential errands. This environmentally sustainable initiative offers transportation at a fraction of the cost of ridesharing services, ensuring accessibility for all members of the community.

A local Biola resident is employed as a trained and dedicated driver for the program, ensuring transportation for local residents to job training, interviews, non-emergency medical appointments, social services, and other essential lifeline transportation needs.

Intersect Power will execute an agreement with the FCRTA, supporting the rural microtransit's programming over the next 3 years:

- In 2024, a donation from Intersect Power will be used towards augmented fares for the current rural microtransit program in Biola. As a result of this donation, fares will be augmented 50% for all passengers.
- In 2025, a donation from Intersect Power will be used towards augmented fares for the expanded rural microtransit program in San Joaquin. San Joaquin microtransit will provide service for the communities of San Joaquin, Cantua Creek, El Porvenir and Tranquillity. As a result of this donation, fares will be augmented 50% for all passengers.
- In 2026, a donation from Intersect Power will be used for operations of the microtransit service, including to help fund the driver's salary. Local residents hired by FCRTA's subcontractor will be trained as drivers and have the opportunity to earn a Class B license.

Air Pollution Partners

Central California Asthma Collaborative

The Central California Asthma Collaborative's (CCAC) mission is to reduce the burden of asthma and related chronic health conditions on residents of the San Joaquin Valley through education and interventions, along with strong climate and air pollution policy, advocacy and intervention. Additionally, CCAC provides technical assets and tools to ensure Valley NGOs and community residents can accurately describe and identify local and regional environmental health concerns, evaluate their potential impacts, and use that information to inform local policy and advocacy efforts.

CCAC works to reduce inequities in Low Income and Disadvantaged Communities in the eight counties of the San Joaquin Valley by addressing health and climate harming environmental sources. They advocate to and pro-actively partner with various state agencies, associated boards and commissions including, but not limited to, CalEPA and its subsidiary agencies, California Department of Transportation, California Department of Energy, California Department of Food and Agriculture, and the California Department of Public Health.

CCAC's emphasizes the importance of healthy indoor air quality through its multi-component asthma intervention program, Comprehensive Asthma Remediation and Education Services (CARES). CARES works to ensure all residents have a safe place to breathe. CCAC operates CARES in all eight San Joaquin Valley counties. The program educates and assists families in reducing or eliminating in-home asthma triggers, improving medication compliance, and their overall home and school environment. The program improves asthma disease management and significantly reduces asthma emergencies among high-risk populations, while reducing costs to the overall health care system.

Intersect Power's donations will be used to support CARES initiatives in the Western Fresno County area. CCAC will conduct targeted outreach for CARES in the areas surrounding the Darden project site, including door to door outreach and parent engagement in Five Points, Cantua Creek, Three Rocks, and at Westside Elementary school. These efforts will include sharing information about the availability of the asthma trigger home remediation program, a program that provides tools such as air purifiers, HEPA vacuums, home ventilation improvements, etc. Additionally, instruction is provided on how to access air quality health alerts on CCAC's web application "SJVAir" that utilizes the CCAC community air monitoring network.

Tree Fresno

Tree Fresno was formed in 1985 with the mission of transforming the Central San Joaquin Valley with trees, greenways, and beautiful landscapes. Since that time, Tree Fresno has planted over 53,000 large-canopy, drought-tolerant trees primarily for the purpose of reducing the impact of extreme heat and improving poor air quality.

In recent years, Tree Fresno has enhanced its focus on improving the climate resiliency of the Central San Joaquin Valley region. This work is done by expanding into the development of vegetative barriers which mitigate the impacts of pollutants for socio-economically disadvantaged communities affected by various pollution sources. In addition to tree planting work, in 2001, Tree Fresno began a workforce development program in partnership with the Fresno Metropolitan Black Chamber of Commerce. This program is designed to engage young adults in "tree-related" industries, which can lead them to well-paying employment with energy companies, cities, landscape contractors, and others.

Over the next few years, the Central San Joaquin Valley is projected to experience more frequent and longer extreme heat events. The collaboration between Tree Fresno and Intersect Power will focus on delivering relief in the form of shade trees to schools and other community partners (i.e., non-profits, public agencies) in western Fresno County. The ten-year plan includes placing a focus on expanding the tree canopy for schools and other community spaces. In particular, Tree Fresno is currently evaluating sites for plantings near the Darden project area within the communities of Cantua Creek and Five Points.

Affordable Housing Partners

Westside Elementary School

The Westside Elementary School District operates a preschool and K-8th grade elementary/middle school in the Five Points area of western Fresno County. The students of the district are primarily children of

farmworkers who live in the 150-square-mile district boundaries. The school serves as an unofficial community center for the area, hosting many community meetings and distributing community information and resources.

Today, the school serves approximately 130 students – down from a high of close to 300 children more than a decade ago. Enrollment in the school has been in decline as a result of larger corporate farming entities acquiring smaller family farms and eliminating associated employee housing. Many families with school age children are leaving the district in order to pursue new employment opportunities. Westside Elementary school primarily receives funding based on enrollment numbers and as a result of the declining enrollment, has not been able to fund needed upgrades and maintenance of the campus.

The Westside district has been working partly through a non-profit entity to explore options to increase housing in its service area. Housing is the chief need within the district. A small portion of district property has been sectioned off as a potential location to extend farmworker housing. The concept is in the early stages of development.

Intersect Power has executed an agreement with the Westside Elementary School District to financially support upgrades to the campus and to help support efforts to increase housing in the area over the next 10 years. In 2023, donations from Intersect Power helped to fund a study on the feasibility of extending farmworker housing on district property. Subsequent funding between 2024-2032 will be used to continue work on the need for housing, infrastructure upgrades to the campus and other district needs.

Healthy Foods Partners

Central California Food Bank

Central California Food Bank (CCFB) is the region's largest non-profit organization focused solely on ending hunger. CCFB's mission is to fight hunger by gathering and distributing food, engage in partnerships that advance self-sufficiency, and provide community leadership on issues related to hunger. CCFB provides food to low-income families with children, seniors, immigrants, veterans, and college students struggling with food insecurity and lack of access to healthy foods. Through their comprehensive hunger-relief programs and services, CCFB provides food and hope to more than 300,000 people each month, including over 100,000 children throughout Fresno, Madera, Tulare, Kings, and Kern counties.

The Central Valley counties served by CCFB have some of the highest rates of poverty and food insecurity in the state. CCFB recognizes that many neighbors across Fresno County experience barriers to food access including lack of transportation or public infrastructure, access to nearby grocery stores, unemployment or under-employment, low-wages, or being immunocompromised. A wide network of food offerings is imperative to the health and wellbeing of Fresno County neighbors experiencing hunger.

In alignment with Intersect Power's commitment to the residents of western Fresno County, CCFB currently provides nutritious food to neighbors experiencing hunger in the communities of Cantua Creek, Three Rocks and Five Points. Over the next 10 years, CCFB plans to use Intersect Power's contributions to help sustain the rural comprehensive feeding programs detailed below:

- Neighborhood Market: these fresh produce distributions are a unique approach to increasing healthy food consumption in low-income and rural populations. They focus on providing families with large amounts of fresh produce right directly from their community to combat food insecurity. Similar to a farmer's market, in addition to fresh fruits and vegetables, this program provides neighbors with bread, bakery items, and canned goods when available. Many clients bring their own shopping carts, wagons, or other pushcarts, while volunteers pass out bags of food to neighbors.
- Mobile Pantry Truck: utilized in small and rural communities, the mobile pantry truck sets up in the parking lots of churches and other community agencies to distribute food. Clients remain in their vehicles and drive up to the side of the truck to receive food from volunteers.
- Child Hunger Programs: CCDB's BackPack program supplies elementary school children a bag of food every Friday to take home for consumption over the weekend and the School Pantry Program, providing supplemental food to children and their families in a stigma free environment on campus.
- The Farmworker Community Partnership Program: In collaboration with the California Farmworker's Foundation, this program provides culturally appropriate food boxes that are distributed directly to farmworkers working in fields and packing sheds. These drive-up distributions are scheduled later in the day to accommodate farmworkers' schedules, so they may pick up food at the end of their workday before heading home.

Centro la Familia Advocacy Services

Centro La Familia Advocacy Services Inc. is a non-profit organization that offers a broad range of social service and education programs supporting families and children, assisting crime victims, promoting health and wellness, encouraging civic engagement and more. Founded in 1972, the community-based organization operates throughout Fresno County and with a bilingual staff (English, Spanish, Hmong) delivering services in a respectful and culturally sensitive manner.

Centro La Familia operates four Neighborhood Resource Centers and a satellite office in Mendota. Annually, the organization serves more than 15,000 clients and also reaches 150,000 community members through outreach and education programs, presentations, workshops, special events and multimedia.

Each year, Centro La Familia regularly distributes food and other necessities, such as diapers and baby formula, to families in need. The organization serves thousands of families throughout the county annually.

Centro La Familia will use Intersect Power's generous donations to fund an initiative to supply, free of cost, high efficient air conditioner window units to interested households in the communities of Five Points, El Porvenir and Cantua Creek. Additionally, funding will be used to supplement the distribution of food and necessities to area families. .

Tribal Engagement

In August 2023, Intersect Power initiated contact with tribes potentially interested in the project area. We have continued to engage with the Santa Rosa Rancheria Tachi Yokut Tribe, and are in discussions to execute a Tribal Monitoring Agreement and a Curation Agreement. .

Community Engagement

Beginning in April 2024, Darden has sent a total of eight, completely voluntary courtesy mailers in both English and Spanish to all known property owners and residents within one mile of the Project site (the CEC has sent four letters to known addresses within 1000 feet of the project site and 500 feet of project linear). These courtesy mailers have provided information about the Project including a map of the site, upcoming CEC milestones, opportunities for public input, and our Community Engagement Team's contact information.

To ensure access to transportation was not a barrier for local residents to attend the CEC's hearings on the project, Darden provided free transportation for residents from Cantua Creek to Harris Ranch for the CEC Public Meetings held in October 2024 and February 2025.

Darden has extensively shared information about the project, hosting informational tables including ValleyBuild resources, at Community Resource Fairs in the communities of Mendota, Firebaugh, San Joaquin and Huron in July and August of 2024.

Notably, Darden also voluntarily hosted two separate community wide Open Houses in Cantua Creek and Five Points during the Spring of 2025 to share project information and address community members' questions and concerns about the Project. At the Open House events, Intersect Power representatives provided detailed information about the Project and residents had the opportunity to learn about small business and career opportunities with both Mortenson, the local Union Halls, and representatives from Valley Build. Additionally, representatives from community-based organizations involved in the project's Local Investment Program shared information about their services. Spanish interpretation was provided for both Open Houses.

Darden has proactively worked to ensure local Environmental Justice and community-based organizations including The LEAP Institute, Leadership Counsel for Justice and Accountability, Rural Communities Rising and the Central California Environmental Justice Network had awareness and information about the Project beginning in December 2023. Darden has had over 15 meetings with these organizations over the past two years to share project information.

Recognizing that the communities of Cantua Creek and Five Points are unincorporated, Darden has worked closely with the school leadership in each of these communities as these schools serve as unofficial community centers for the area, hosting community meetings and distributing community information and resources. To date, Darden has had over 25 meetings with the leadership of Westside Elementary School and Golden Plains Unified School District to discuss project details and partnership opportunities.

Darden has also worked with the leadership of the incorporated western Fresno County communities, including the local Chambers of Commerce, the Municipal Staff and Mayors of Kerman, Mendota, Firebaugh, Huron, and San Joaquin to share project information, learn about community needs and promote economic opportunities associated with the Project. Notably, on October 4, 2024 Darden and Mortenson representatives participated in a tour of the westside communities with westside leadership to better understand the local goods and services available for procurement on the project. Most

recently, Darden hosted a Small Business Event in Kerman on May 20, 2025 to further publicize and promote local procurement for the Project. A career fair is planned for Summer 2025.