

AGENDA

ORANGE COUNTY POWER AUTHORITY REGULAR MEETING OF THE BOARD OF DIRECTORS

**Monday, February 10, 2025
4:30 p.m.**

This meeting will proceed as an in-person meeting at 15310 Barranca Parkway, Suite 250, Irvine, CA 92618. In addition, as a convenience to the public, the Orange County Power Authority is also providing an option for members of the public to remotely view and participate in the meeting. Further details are below. Please note that, in the event of a technical issue causing a disruption in the remote participation option, the meeting may continue unless otherwise required by law.

Public Comments: Any member of the public may provide comments to the Orange County Power Authority Board of Directors on any agenda items by requesting to speak during Item 4, or on any matter not appearing on the agenda but within the jurisdiction of the Board by requesting to speak during Item 5. When providing comments to the Board, it is requested that you provide your name and city of residence for the record. Commenters are requested to address their comments to the Board as a whole through the Chair. Comments may be provided in the following manner:

To provide comments during the meeting, in-person attendees, please fill out the public speaker slip and provide it to the clerk at the beginning of the meeting. Before Items 4 and 5, the Chair or Clerk will ask members of the public to join the queue to provide public comment. The queue will remain open for a reasonable amount of time to allow members of the public sufficient time to request to speak and inform the Board of the number of speakers. After such time, the queue will be closed and the members of the public who have joined the queue to speak will be recognized at the appropriate time may speak. To join the queue on Zoom video conference by computer or mobile phone, use the “Raise Hand” feature. If joining the meeting using the Zoom dial-in number, you can raise your hand and join the queue by pressing *9. Members of the public will not be shown on video but will be able to speak when called upon.

Comments shall generally be limited to three minutes when speaking, provided that the Chair may equally reduce each speaker’s time to accommodate a large number of speakers or a large number of agenda items.

Written Communications: If you have a written communication that you wish to be distributed to the Board, please provide it via e-mail to comments@ocpower.org. Written communications are public records and, if received by 5:00 p.m. on the day prior to the meeting, will be distributed to the Board prior to the meeting by either e-mail or hard-copy, posted on the Authority’s website and noted, but not read, at the meeting. Communications received after the 5:00 p.m. deadline will be retained in the Authority’s records.

The public may participate using the following remote options:

ZOOM WEBINAR

Please click the link below to join the webinar:

[Launch Meeting - Zoom](#)

Dial-in: 1-669-900-6833
Webinar ID: 899 6389 3875

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENTS ON AGENDA ITEMS

Opportunity for members of the public to address the Board on any items on the agenda.

5. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Opportunity for members of the public to address the Board on any items not on the agenda but within the jurisdiction of the Board.

6. DIRECTOR ANNOUNCEMENTS & REPORTS ON CONFERENCES/EVENTS ATTENDED

Board Members may briefly provide information to other members of the Board and the public, ask questions of staff, or report on conferences, events, or activities related to Authority business. There is to be no discussion or action taken on comments made by Board Members unless authorized by law.

7. CONSENT CALENDAR

All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Board of Directors, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Board of Directors request specific items be removed from the Consent Calendar.

1. MINUTES FOR THE REGULAR BOARD MEETING OF JANUARY 22, 2025

Recommended Action:

Approve as submitted.

2. LEGISLATIVE AND REGULATORY UPDATE

Recommended Action:

Receive and file.

3. RISK OVERSIGHT COMMITTEE UPDATE

Recommended Action

Receive and file.

4. RATIFY RATES EFFECTIVE FEBRUARY 10, 2025

Recommended Action:

Ratify rates effective February 10, 2025.

5. UPDATE ANNUAL ENERGY USAGE AND VOTING SHARES

Recommended Action:

Approve update to the weighted voting exhibits of OCPA's Joint Powers Agreement.

6. OCPA 2024 STRATEGIC PLAN PROGRESS UPDATE & 2025 LOOK AHEAD

Recommended Action:

Receive and file.

8. REGULAR CALENDAR

The following items call for discussion or action by the Board of Directors. The Board may discuss and/or take action on any item listed below if the Board is so inclined.

1. ADOPT THE 2025 MEETING SCHEDULE

Recommended Action:

1. Discuss and set the annual meeting dates for the Board of Directors regular meetings.
2. Adopt Resolution No. 2025-XX A Resolution of the Board of Directors of Orange County Power Authority Setting the Regular Meetings of the Board of Directors for 2025.

2. GRANT FUNDING APPROVAL FOR EQUITABLE BUILDING DECARBONIZATION PROGRAM PARTNERSHIP

Recommended Action:

1. Approve the execution of the Memorandum of Understanding (MOU) between Orange County Power Authority (OCPA) and the County of Los Angeles for participation in the California Energy Commission (CEC) Equitable Building Decarbonization Direct Install (EBD-DI) Program.
2. Authorize the Chief Executive Officer to finalize and execute the MOU, including any nonsubstantive modifications

3. COMMUNITY POWER PLAN UPDATE

Recommended Action:

Receive and file.

4. COMMUNITY ADVISORY COMMITTEE MEETING STIPEND REQUEST

Recommended Action:

1. Approve the Community Advisory Committee meeting compensation stipend.
2. Approve the updated Policy Number 005: Board of Directors and Community Advisory Committee Members' Compensation and Expense Reimbursement Policy, which includes the Community Advisory Committee meeting compensation stipend.
3. Update the Community Advisory Committee Membership Criteria.

5. APPOINTMENT OF BOARD DIRECTOR(S) TO LEGISLATIVE AND REGULATORY COMMITTEE AND MARKETING AND COMMUNICATIONS COMMITTEE

Recommended Action:

Approve the Chair's appointment of Board Director(s) to the Legislative and Regulatory Committee and the Marketing and Communications Committee.

9. STAFF REPORT

Staff may briefly provide information to the Board and the public. The Board may engage in discussion if the specific subject matter of the report is identified, but the Board may not take any action. There is to be no other discussion or action taken unless authorized by law.

10. ADJOURNMENT

Compliance with the Americans with Disabilities Act

Board of Directors meetings comply with the protections and prohibitions of the Americans with Disabilities Act. Individuals with a disability who require a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may contact 949-263-2612. Requests for disability-related modifications or accommodations require different lead times and should be provided at least 72-hours in advance of the public meeting.

Availability of Board Documents

Copies of the agenda and agenda packet are available at www.ocpower.org. Late-arriving documents related to a Board meeting item which are distributed to a majority of the Board prior to or during the Board meeting are available for public review as required by law. Public records, including agenda-related documents, can be requested electronically at clerk@ocpower.org or by mail to 15642 Sand Canyon Avenue, P.O. Box 54283, Irvine, CA 92619-4283. The documents may also be posted at the above website. Such public records are also available for inspection, by appointment, at 15310 Barranca Parkway, Suite 250, Irvine, CA 92618. Please contact clerk@ocpower.org to arrange an appointment.



**MINUTES
REGULAR MEETING
BOARD OF DIRECTORS
ORANGE COUNTY POWER AUTHORITY**

Wednesday, January 22, 2025

1. CALL TO ORDER

Vice Chair Sonne called to order the Regular Meeting of the Orange County Power Authority Board of Directors at 10:10 a.m. on Wednesday, January 22, 2025.

2. PLEDGE OF ALLEGIANCE

Board Member Mai led the Pledge of Allegiance.

3. ROLL CALL

Present:	Director Go	City of Irvine
	Director Mai	City of Irvine
	Director Grandis	City of Fountain Valley
	Vice Chair Susan Sonne	City of Buena Park
	Chair Fred Jung	City of Fullerton, Arrived at 10:13 a.m.

Chair Jung arrived at 10:13 a.m.

4. PUBLIC COMMENTS ON AGENDA ITEMS

Iris, Biology student at UCI.

5. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Tomas Castro

6. OATH OF OFFICE

Board Clerk Jacquez-Nares provided the Oath of Office to the new Board Members: Glenn Grandis, City of Fullerton, William Go, City of Irvine, and James Mai, City of Irvine.

The three new Board Members thanked everyone for this opportunity.

7. DIRECTOR ANNOUNCEMENTS & REPORTS ON CONFERENCES/EVENTS ATTENDED

None.

8. CONSENT CALENDAR

ACTION

Vice Chair Sonne made the motion, seconded by Director Mai to:

Approve consent calendar items 8.1 – 8.9.

The motion carried unanimously by the following 5-0 vote:

Ayes: Chair Jung, Vice Chair Sonne, Director Grandis,
Director Mai, Director Go

Noes: None

Absent: None

1. MINUTES FOR THE SPECIAL BOARD MEETING OF DECEMBER 6, 2024

Action Taken:

Approved as submitted.

2. MINUTES FOR THE REGULAR BOARD MEETING OF DECEMBER 17, 2024

Action Taken:

Approved as submitted.

3. LEGISLATIVE AND REGULATORY UPDATE

Action Taken:

Received and filed.

4. COMMUNITY ADVISORY COMMITTEE (CAC) REPORT

Action Taken

Received and filed.

5. APPROVE THE UPDATE TO THE COMMUNITY ADVISORY COMMITTEE MEMBERSHIP CRITERIA

Action Taken:

Approved the update to the Community Advisory Committee Membership Criteria to clarify member terms.

6. APPROVE THE COMMUNITY ADVISORY COMMITTEE 2025 WORK PLAN

Action Taken:

Approved the Community Advisory Committee 2025 Workplan.

7. PUBLIC OUTREACH UPDATE FOR NOVEMBER – DECEMBER 2024

Action Taken:

Received and filed the Public Outreach update for November - December 2024.

8. TICKET AND PASS DISTRIBUTION POLICY PURSUANT TO REGULATIONS OF THE FAIR POLITICAL PRACTICES COMMISSION

Action Taken:

Adopted Resolution No. 2025-01 of the Board of Directors of the Orange County Power Authority approving Policy No. 26, Ticket and Pass Distribution Policy pursuant to Regulation 18944.1 and other Fair Political Practices Commission regulations as amended.

9. APPROVE SECOND AMENDMENT WITH R.R. DONNELLEY & SONS COMPANY

Action Taken:

1. Based on the information in the staff report, waived the formal bidding process under Policy No. 1 – Procurement Policy, for agreements in excess of \$100,000 and approve the Second Amendment with R.R. Donnelley & Sons Company, dba Orange County Printing Company, increasing the total not-to-exceed amount by \$60,000, bringing the new total not-to-exceed amount to \$159,750.
2. Authorized the Chief Executive Officer to exercise a cost contingency increase of up to 10%, if additional services are warranted under this Agreement.

9. REGULAR CALENDAR

1. ADOPT THE 2025 MEETING SCHEDULE

Vice Chair Sonne made the motion, seconded by Director Grandis to:

Adopt Resolution No. 2025-02 A Resolution of the Board of Directors of Orange County Power Authority Establishing Regular Meetings of the Board of Directors for 2025. The meetings will be held on the third Monday of each month at 4:30 p.m. except for February. It will be on the second Monday, the tenth of February, at 4:30 p.m.

The motion carried unanimously by the following 5-0 vote:

Ayes: Chair Jung, Vice Chair Sonne, Director Grandis,
Director Mai, Director Go
Noes: None
Absent: None

2. APPROVAL OF 2025 OCPA RATE DESIGN

CFO Law provided a brief summary of this item. Representatives from NewGen and Pacific Energy Advisors (PEA), along with Director of Power Resources Ting, were also present to provide additional information as needed.

A Director and Staff discussion ensued with clarifications on the reserve amount, credit rating, cost of renewables, rates, energy market, IOU model, and surveys.

Vice Chair Sonne made the motion, seconded by Director Go to:

1. Approve the 2025 OCPA rate design, maintaining OCPA's Basic Choice rates at a 3% discount compared to Southern California Edison's (SCE) equivalent generation rates, effective February 2025. Smart Choice rates will remain at 1.0 cent per kWh above Basic Choice rates, and 100% Renewable Choice rates will remain at 1.5 cents per kWh above Basic Choice rates, consistent with the 2024 rate design.
2. Authorize OCPA staff to promptly adjust OCPA rates as necessary following any updates to SCE's rates, ensuring the approved 2025 rate design is maintained for all customers. Staff will submit a report at the next regular board meeting after any rate adjustments, detailing the changes and requesting board ratification of the adjusted rates.

The motion carried unanimously by the following 5-0 vote:

Ayes: Chair Jung, Vice Chair Sonne, Director Grandis,
Director Mai, Director Go
Noes: None
Absent: None

3. APPROVE 2025 PRODUCT OFFERING OPTIONS

Director of Power Resources Ting provided a brief summary of this item. Pacific Energy Advisors John Dalessi provided additional information.

Vice Chair Sonne made the motion, seconded by Director Mai to:

Approve the proposed renewable energy content for OCPA's 2025 retail service offering options, in conjunction with the proposed 2025 OCPA Rate Design (Item 9.2 on the Board of Directors Meeting Agenda for January 22, 2025). This will reflect the increased carbon-free or Greenhouse Gas (GHG)-free resources allocated to OCPA customers, as per the California Public Utilities Commission's (Commission) decisions. It will also align OCPA's renewable energy resource mix with the service offering selections of OCPA members (Members) and meet the compliance requirements of California's upward trajectory in the Renewables Portfolio Standard (RPS) procurement mandate.

The motion carried unanimously by the following 5-0 vote:

Ayes: Chair Jung, Vice Chair Sonne, Director Grandis,
Director Mai, Director Go
Noes: None
Absent: None

4. WEST-WIDE GOVERNANCE PATHWAYS INITIATIVE UPDATE

Regulatory & Legislative Manager Halligan provided a presentation on this item.

Action Taken:
Received and filed.

5. 2025 OCPA LEGISLATIVE AND REGULATORY POLICY PLATFORM

Regulatory & Legislative Manager Halligan provided a presentation on this item.

Director Grandis made the motion, seconded by Director Go to:

Approve 2025 OCPA Legislative and Regulatory Policy Platform.

The motion carried unanimously by the following 5-0 vote:

Ayes: Chair Jung, Vice Chair Sonne, Director Grandis,
Director Mai, Director Go
Noes: None
Absent: None

10. ELECTION OF CHAIR AND VICE CHAIR

General Counsel Norvell stated the requirements under the Joint Power Agreement and the historical process for the election of the chair and vice chair separately.

Action:

Chair Jung made the motion to nominate Vice Chair Sonne for Chair; Director Go made the motion to nominate Director Mai for Chair; no seconds were required.

The motion to make Vice Chair Sonne the Chair carried by a 3-2 roll call vote as follows:

<u>Director</u>	<u>Voted For</u>
Go	Mai
Mai	Mai
Grandis	Sonne
Sonne	Sonne
Jung	Sonne

Action:

Director Grandis made the motion to nominate himself as Vice Chair; Director Go made the motion to nominate Director Mai as Vice Chair.

The motion to make Director Mai the Vice Chair carried by a 4-1 roll call vote as follows:

<u>Director</u>	<u>Voted For</u>
Grandis	Grandis
Go	Mai
Mai	Mai
Sonne	Mai
Jung	Mai

11. STAFF REPORT

CEO Mosca provided his full report in the agenda packet.

Chair Jung requested that the Ad Hoc Finance and Budget Committee meet in February. He appointed Vice Chair Mai and himself to that committee.

Vice Chair Sonne concluded the meeting by thanking Chair Jung for his service to the organization. He served OCPA with distinction, wisdom, and strength. His leadership brought OCPA to a solid position. She was very grateful for Chair Jung's sacrifices to ensure OCPA's success and viability. She hoped everyone would congratulate Chair Jung and thank him for all he has done these past four years.

12. ADJOURNMENT

There being no further business to come before the Board, Chair Jung adjourned the January 22, 2025, Orange County Power Authority Board Regular meeting at 12:04 p.m.

Submitted by:

Pat Jacquez-Nares, Authority Secretary

DRAFT

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 7.2

To: Orange County Power Authority Board of Directors

From: Steven Halligan, Regulatory and Legislative Manager

Approved by: Joe Mosca, Chief Executive Officer

Subject: LEGISLATIVE AND REGULATORY UPDATE

Date: February 10, 2025

RECOMMENDED ACTION

Receive and file.

LEGISLATIVE UPDATE

2025 California Legislative Session

Staff continue to monitor and analyze legislation as it is introduced prior to the February 21, 2025, bill introduction deadline. Staff continuously monitor and analyze introduced legislation for impacts on OCPA. As of January 31, staff are currently monitoring 19 pieces of legislation. Details of the legislation being tracked are included in the attached OCPA 2025 California Bill Tracker.

State Advocacy Day

On January 29, 2025, Regulatory and Legislative Manager, Steven Halligan, along with the Community Choice Association (CalCCA) and other members attended CalCCA advocacy day in Sacramento. Representatives from 24 CCAs met with legislators to discuss legislative matters, including affordability, wildfire mitigation, federal activities, and the pathways initiative. OCPA staff met with seven legislators or legislative staff and provided an update on OCPA, including our legislative priorities for 2025. OCPA continues to advocate for key policies that are outlined in the OCPA Policy Platform.

REGULATORY UPDATE

Orange County Power Authority staff actively participate in several regulatory proceedings at the California Public Utilities Commission (CPUC), California Independent System Operator (CAISO), and the California Energy Commission (CEC). A summary and status update of active proceedings since the previous update is included below.

Disconnections – R.18-07-005

Background: This Order Instituting Rulemaking (OIR) was opened in 2018 and addresses rising disconnection rates from customer nonpayment of electric bills. After issuing several decisions

instituting various rules and programs, Phase 2 is now addressing issues to further prevent disconnections. The CPUC hosted a hybrid workshop on December 12, 2024, to discuss the three topics addressed in the Amended Phase 2 Scoping Ruling: (1) disconnection rate caps; (2) implementation of SB 1142; and (3) protections for customers during extreme weather events.

Update: The Ruling issued on January 5, 2024, set deadlines for Opening Comments and Reply Comments on the December 12, 2024, Workshop, and Responses to the Amended Phase 2 Scoping Ruling. The January 9, 2025 ruling approved SDG&E's extension request, and the deadlines were moved to January 24, 2025, for Opening Comments and January 31, 2025, for both sets of Reply Comments.

Integrated Resource Planning – R.20-05-003

Background: The Integrated Resource Planning (IRP) proceeding considers the CPUC's electric procurement policies and programs to ensure safe, reliable, and cost-effective electricity supply. The proceeding evaluates system, local, and flexible reliability needs ten years out, authorizes procurement, and reviews load-serving entities' (LSEs) procurement plans.

Update: On January 10, 2025, the CPUC issued a Proposed Decision on the 2025-2026 TPP Portfolios. The Proposed Decision:

- Adopts a reliability and policy-driven base case portfolio similar to the 2024-2025 base case, with the same policy assumptions, including the 25 MMT by 2035 GHG emissions target, the resources contained in LSEs' November 2022 IRPs, and the same modeling inputs and assumptions;
- Requests the CAISO analyze the base case portfolio but not yet trigger the solutions necessary to support out-of-state wind resources on new transmission and in-state wind resources that are beyond the CAISO balancing area;
 - Instead, it recommends that the CAISO conduct the analysis and begin regional discussions about the appropriate siting and potential costs of such upgrades for further consideration in next year's TPP;
- Requests that the CAISO reserve deliverability on the transmission system for the full amount of the following resource types in the base case portfolio: geothermal, biomass, offshore wind, and non-battery long-duration energy storage;
 - For out-of-state wind and on-shore/in-state wind, it requests reservation of deliverability for specific portions, totaling approximately 65 percent of the amounts in the base case portfolio to account for the further study needed; and
 - Adopts a sensitivity portfolio to analyze the impacts of high-LLT resource buildout, using the amounts reflected in D.24-08-064 as an upper bound and resources from LSE plans through 2030.

Comments on the Proposed Decision were due on January 3 and reply comments were due on February 4. Individual LSE IRPs are due November 1, 2025.

Provider of Last Resort - R.21-03-011

Background: The CPUC issued a September 1, 2021, Scoping Ruling to set forth the scope in the Provider of Last Resort (POLR) proceeding. This proceeding implements the POLR requirements

and framework directed by Senate Bill 520. The POLR proceeding will be considered in three phases. Phase 1 focuses on issues necessary to establish a comprehensive framework for existing POLRs. Phase 2 will set rules that allow a different entity to be designated as the POLR. Phase 3 may be opened to consider any additional issues not covered in Phase 1 or Phase 2.

Update: CalCCA filed comments on January 10, 2025 in response to the Phase 2 Scoping Ruling's "threshold questions", which included:

- Whether any investor-owned utility (IOU) wishes to transfer its POLR responsibilities to a non-IOU load-serving entity (LSE);
- Whether any non-IOU LSE wishes to serve as the POLR;
- The scope of the CPUC's authority under Public Utilities Code section 387;
- Whether the CPUC's regulation of the non-IOU LSE POLR as a public utility extends to non-POLR activities;
- The technical, financial, and legal capacity threshold for a non-IOU LSE to serve as the POLR;
- Cost recovery for the non-IOU LSE POLR; and
- Whether the CPUC should address the other primary topic areas set forth in the Scoping Ruling if no IOU or non-IOU LSE is interested in moving forward.

CalCCA also filed reply comments on January 24, 2025. A ruling on Need for Legal Briefs is expected in Q1 of 2025 and a Resolution on Threshold Issues is expected in Q2 2025.

Resource Adequacy – R.21-10-002 and R.23-10-011

Overview: The Order Instituting Rulemaking (OIR) for R.21-10-002 set forth the following objectives: to continue the CPUC's oversight of the Resource Adequacy (RA) program, to consider broader structural reforms to the program, and to establish RA procurement obligations for LSEs beginning with the 2023 RA year. This proceeding is split into two tracks. The implementation track has considered near term reforms, including the adoption of the local and flexible capacity requirements, reforms to the CPE structure, modifications to the planning reserve margin (PRM), and revisions to RA counting. The reform track considers broader structural changes to effectuate a 24-hour slice of day (SOD) framework.

The OIR for R.23-10-011 continues the CPUC's oversight of the RA program, establishes forward RA procurement obligations applicable to LSEs beginning with the 2025 compliance year, and considers structural reforms to the program. This proceeding is the successor to proceeding R.21-10-002 and includes the following issues in scope: (1) adoption of local and flexible RA requirements; (2) loss of load expectation (LOLE) study and PRM; (3) 24-hour SOD framework; (4) unforced capacity (UCAP); (5) QC counting conventions; (6) RA compliance and penalties; and (7) other refinements to the RA program.

Update: The CPUC held a workshop on January 23, 2025, to discuss the Energy Division's revised LOLE study and accompanying price mitigation proposals, including extending the effective PRM

or adopting a temporary system RA waiver. A workshop on Track 3 Proposals is scheduled for February 12, 2025. Opening comments are due March 3, and reply comments are due March 17. A Proposed Decision is expected in May 2025.

FISCAL IMPACT

None

ATTACHMENTS

OCPA 2025 California Bill Tracker

Orange County Power Authority 2025 California Bill Tracker

Updated 1/31/2025

Bill #	Author	Title	Category	Summary	Status
AB 13	Ransom	Public Utilities Commission: reports.	CPUC Reporting	Existing law requires the commission to annually prepare a written report on the costs of programs and activities conducted by certain electrical corporations and gas corporations. Existing law requires the report to identify specified information, including, among other information, each program mandated by statute or by the commission and its annual cost to ratepayers. Existing law requires the commission to complete the report on an annual basis before April 1 of each year, and to submit the report to the Governor and the Legislature on an annual basis no later than April 1 of each year. This bill would require the commission to instead complete and submit the above-described report on a biannual basis.	Introduced
AB 23	DeMaio	The Cost of Living Reduction Act of 2025.	Affordability	This bill, the Cost of Living Reduction Act of 2025, would declare the intent of the Legislature to enact subsequent legislation to reduce the cost of living in California by undertaking specified activities, including, among other things, by suspending all state taxes and fees on gasoline and electric and gas utilities and by requiring the Little Hoover Commission to provide a report on methods to reduce the cost of living in other areas, as provided.	Introduced
AB 39	Zbur	General plans: Local Electrification Planning Act.	Local Programs	This bill, the Local Electrification Planning Act, would require a city, county, or city and county, on or after January 1, 2027, but no later than January 1, 2030, to prepare and adopt a specified plan, or integrate a plan in the next adoption or revision of the general plan, that includes locally based goals, objectives, policies, and feasible implementation measures that include, among other things, the identification of opportunities to expand electric vehicle charging, as specified, and includes policies and implementation measures that address the needs of disadvantaged communities, low-income households, and small businesses for equitable and prioritized investments in zero-emission technologies that directly benefit these groups. For these purposes, the bill would authorize a city, county, or city and county to incorporate by reference into the general plan a previously adopted similar plan that meets the above-described requirements, as specified. By increasing the duties of local public officials, the bill would establish a state-mandated local program.	Introduced
AB 44	Schultz	Energy: electrical demand forecasts.	Demand Forecasts	Existing law requires the State Energy Resources Conservation and Development Commission, at least every 2 years, to conduct assessments and forecasts of all aspects of energy industry supply, production, transportation, delivery and distribution, demand, and prices. Existing law authorizes the commission to require the submission of demand forecasts from electrical utilities, among other entities, to perform its assessments and forecasts.This bill would state the intent of the Legislature to enact subsequent legislation that would require the commission to develop a set of technical guidance and load modification protocols to enable the state to reduce or modify its electrical demand forecast to improve grid reliability, as provided.	Introduced

Orange County Power Authority 2025 California Bill Tracker

Updated 1/31/2025

Bill #	Author	Title	Category	Summary	Status
AB 61	Pacheco	Electricity and natural gas: legislation imposing mandated program and requirements: third-party review.	Programs	This bill would request the office to establish, by January 1, 2027, a program to, upon request of the Legislature, analyze legislation that would establish a mandated requirement or program or otherwise affect electrical or gas ratepayers, as specified. The bill would request the office to develop and implement conflict-of-interest provisions that would prohibit a person from participating in an analysis for which the person knows or has reasons to know that the person has a financial interest. The bill would establish the Energy Programs Benefit Fund in the State Treasury and continuously appropriate the moneys in the fund to the office to support the work of the office in providing analyses under the bill. The bill would repeal these provisions on January 1, 2031.	Introduced
AB 93	Papan	Water resources: demands: artifical intelligence	Energy Demand	This bill would express the intent of the Legislature to enact future legislation that would maintain water and energy efficiency to the extent that new technology, including, but not limited to, artificial intelligence, increases the demands on already limited resources.	Introduced
AB 99	Ta	Electrical corporations: rates.	Affordability	This bill would prohibit an electrical corporation from proposing, and the commission from approving, a rate increase above the rate of inflation, unless the rate increase is approved by a majority of the electrical corporation’s customers voting in an election conducted according to specified requirements, and except when the commission determines that the costs underlying the rate increase are directly related to safety enhancements and modernization or to higher commodity or fuel costs.	Introduced
AB 222	Bauer-Kahan	Data centers: energy usage reporting and modeling.	Data Centers	This bill would require the Energy Commission to require operators of data centers to annually report energy consumption and performance data, as specified. The bill would require the Energy Commission to include energy consumption trends for data centers in its integrated energy policy reports. The bill would require the Energy Commission to adopt energy efficiency performance standards, as described, for data centers. The bill would require the Energy Commission to adopt regulations to implement these requirements on or before January 1, 2027.	Introduced
AB 267	Macedo	Greenhouse Gas Reduction Fund: high-speed rail: water infrastructure and wildfire prevention	GGRF	This bill would suspend the appropriation to the High-Speed Rail Authority for the 2026–27 and 2027–28 fiscal years and would instead require those amounts from moneys collected by the state board to be transferred to the General Fund. The bill would specify that the transferred amounts shall be available, upon appropriation by the Legislature, to augment funding for water infrastructure and wildfire prevention.	Introduced
AB 275	Petrie-Norris	Office of Emergency Services: wildfire response: SoCal Edison-funded helitanker program.	Wildfires	This bill would state the intent of the Legislature to enact legislation to make the SoCal Edison-funded Quick Reaction Force firefighting helitanker program permanent and maintained by the Office of Emergency Services. The bill would make related findings and declarations.	Introduced

Orange County Power Authority 2025 California Bill Tracker

Updated 1/31/2025

Bill #	Author	Title	Category	Summary	Status
AB 286	Gallagher	Electricity: mandatory rate reduction.	Rates	The commission shall reduce the kilowatt-per-hour rate for electricity charged to ratepayers by not less than 30 percent.	Introduced
AB 303	Addis	Battery energy storage facilities	Battery Storage	This bill would prohibit the authorization of a development project that includes a battery energy storage system capable of storing 200 megawatthours or more of energy if the development project is located within 3,200 feet of a sensitive receptor or is located on an environmentally sensitive site, as specified.	Introduced
SB 24	McNerney	Electrical and gas corporations.	Spot	Spot Bill	Referred to Com. On RLS.
SB 57	Padilla	Data centers: rates.	Data Centers	This bill, the Ratepayer and Technological Innovation Protection Act, would require the commission, on or before July 1, 2026, to establish a special rate structure for data centers, as defined, that, among other things, protects residential ratepayers and small businesses and prevents cost shifts to those existing ratepayers and ensures electrical grid investments to serve data centers are fully recovered, as specified.	Senate E. U. & C.
SB 58	Padilla	Sales and Use Tax Law: exemptions: certified data center facilities	Data Centers	This bill would, on and after January 1, 2025, provide a partial exemption from those taxes with respect to the gross receipts from the sale, storage, use, installation, assembly, repair, maintenance, or other consumption of data center equipment, as defined, used at or for the benefit of a certified data center facility, as defined. The bill would require a data center facility to meet specified requirements in order to receive certification from the California Department of Tax and Fee Administration, including requirements relating to job creation, investment, and renewable energy procurement requirements. The bill would require the department to revoke certification where a data center facility obtains certification and subsequently fails to meet these requirements after reasonable opportunity for the data center facility to cure noncompliance, as provided.	Senate REV. & TAX
SB 80	Caballero	The Fusion Research and Development Innovation Hub Program.	Fusion	This bill would create the Fusion Research and Development Innovation Hub Program within GO-Biz to accelerate the development and growth of fusion energy by advancing fusion science and technology with the goal of delivering the world’s first fusion energy pilot plant in the state by 2040. The bill would require, among other things, GO-Biz to designate fusion research and development innovation hubs considering certain factors for advancing research and development diversity, including a network of hubs in geographically diverse regions that reflects the distribution of California’s diverse workforce and energy needs.	Senate B., P. & E.D.

Orange County Power Authority 2025 California Bill Tracker

Updated 1/31/2025

Bill #	Author	Title	Category	Summary	Status
SB 86	McNerney	California Alternative Energy and Advanced Transportation Financing Authority Act: sales and use tax exclusion.	Fusion	This bill would extend indefinitely the authorization to provide financial assistance in the form of a sales and use tax exclusion for projects approved by the authority. The bill would increase the maximum cumulative amount of the sales and use tax exclusions authorized under these provisions to \$300,000,000 per calendar year. The bill would add electrical generation facilities using nuclear fusion technology to the types of projects qualifying for this sales and use tax exclusion. The bill would make other conforming changes.	Senate REV. & TAX
SB 88	Caballero	Air resources: carbon emissions: biomass.	Biomass	This bill would require the state board, on or before January 1, 2027, to finalize the standardized system and historic baseline described above. The bill would require the state board, on or before January 1, 2028, to adopt a method of quantification or a lifecycle model for avoided carbon emissions, including, but not limited to, carbon dioxide, methane, and black carbon, from wildfire from the application of prescribed fire to forest biomass resources and agricultural biomass resources, and to develop a carbon credit or offset protocol for biochar and other beneficial carbon-removal products that result from the avoidance of megafires and prescribed fire using existing methodologies.	Senate E.Q.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 7.3

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Chief Executive Officer

Subject: RISK OVERSIGHT COMMITTEE UPDATE

Date: February 10, 2025

RECOMMENDED ACTION

Receive and File.

BACKGROUND

The Risk Oversight Committee (ROC) was established via the Board-adopted Energy Risk Management Policy (Policy No. 11). Per the policy, members of the ROC will be selected by the Chief Executive Officer (CEO), who will serve as the Chair of the ROC. The ROC comprises the CEO, CFO, Director of Power Resources, Pacific Energy Advisors (PEA) representatives, and transactional counsel from the Authority's contracted law firm.

The ROC has the authority to:

- Meet at least once per quarter or as otherwise called to order by the ROC's Chair.
- No less than once per quarter, report to the Board regarding its meetings, deliberations, and other areas of concern.
- From time to time, adopt and/or adapt risk management guidelines defining internal controls, strategies, and processes for managing market risks incurred through or attendant upon wholesale trading, retail marketing, long-term contracting, CRR trading, and load and generation scheduling.
- Specify the permitted transaction categories and set risk limits for wholesale trading. The ROC will receive and review information and reports regarding risk management, wholesale trading transactions, and the administration of supply contracts.
- Have direct responsibility for enforcing compliance with this Policy. Any material violations of this Policy, as determined by the ROC, shall be reported to the Board for appropriate action.

The State Auditor recommended that the Board consider amending the Energy Risk Management Policy (Policy No. 11) to alter the membership of the ROC to include a limited subset of Board members in a manner that does not violate open meeting requirements of the Brown Act. Following review and discussion with the Interim General Counsel, it was determined that formally adding Board members to the ROC through an amendment to the Energy Risk Management Policy would

make the ROC meetings subject to the Brown Act, which is incompatible with the ROC's responsibilities for reviewing and analyzing market-sensitive information and prospective transactions, substantial aspects of which are confidential under CPUC rules and best practices for CCAs. As an alternative, the CEO has initiated a practice of inviting the Board Chair and Vice Chair to ROC meetings to observe. This is intended to provide additional Board oversight of the ROC without making Board members official members of the ROC under the Energy Risk Management Policy. This practice was initiated with the April 3, 2023, meeting and will continue for future meetings.

ANALYSIS AND DISCUSSION

The Risk Oversight Committee (ROC) met on Thursday, January 30, 2025, at 10:00 AM. Attendees included Joe Mosca, CEO; Tiffany Law, CFO; Louis Ting, Director of Power Resources; PEA consultants John Dalessi and Kirby Dusel; and Glen Price of Best, Best & Krieger. Susan Sonne, Chair of the Board of Directors, and James Mai, Vice Chair of the Board of Directors, attended the ROC meeting but only observed it.

The ROC discussed the following:

- Q1 2025 Market Update
 - Energy Position Reports
 - Market Exposure and Risk
 - Long-term Contracting Update
 - Portfolio Market Valuation
 - Counterparty Credit Exposure

There are no Policy violations to report.

The ROC quarterly meeting schedule will be shared once established in a future update.

FISCAL IMPACT

None

ATTACHMENTS

None

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 7.4

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer

Approved by: Joe Mosca, Chief Executive Officer

Subject: RATIFY RATES EFFECTIVE FEBRUARY 10, 2025

Date: February 10, 2025

RECOMMENDED ACTION

Ratify rates effective February 10, 2025.

BACKGROUND

On January 22, 2025, the Board approved the 2025 OCPA rate design, maintaining Basic Choice rates at a 3% discount compared to Southern California Edison's (SCE) equivalent generation rates. Smart Choice rates will remain at 1.0 cent per kWh above Basic Choice rates, while 100% Renewable Choice rates will remain at 1.5 cents per kWh above Basic Choice rates, consistent with the 2024 rate design.

ANALYSIS AND DISCUSSION

Due to Calpine's billing system requirements, OCPA's new rates became effective on February 10, 2025. The attached February 10, 2025, OCPA rate schedules have been published on the OCPA website. These rates have also been communicated to customers via their bills and implemented in the OCPA rates comparison tool, effective February 13, 2025, which is available on the OCPA website.

FISCAL IMPACT

The Board's ratification of the OCPA rates for February 10, 2025, has no fiscal impact.

ATTACHMENTS

OCPA Rate Schedules Effective February 10, 2025 – Residential and Commercial Customers

RESIDENTIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
DOMESTIC					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.12323	\$ 0.13323	\$ 0.13823	All electric usage
TOU-D-4					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.24939	\$ 0.25939	\$ 0.26439	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.14064	\$ 0.15064	\$ 0.15564	4pm - 9pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	\$ 0.08325	\$ 0.09325	\$ 0.09825	All other hours
	WINTER MID-PEAK	\$ 0.18186	\$ 0.19186	\$ 0.19686	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10849	\$ 0.11849	\$ 0.12349	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.09097	\$ 0.10097	\$ 0.10597	8am - 4pm, every day
TOU-D-5					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.38789	\$ 0.39789	\$ 0.40289	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.20653	\$ 0.21653	\$ 0.22153	5pm - 8pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	\$ 0.07418	\$ 0.08418	\$ 0.08918	All other hours
	WINTER MID-PEAK	\$ 0.26409	\$ 0.27409	\$ 0.27909	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.10687	\$ 0.11687	\$ 0.12187	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.08138	\$ 0.09138	\$ 0.09638	8am - 5pm, every day
TOU-D-A					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.26354	\$ 0.27354	\$ 0.27854	2pm - 8pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.11952	\$ 0.12952	\$ 0.13452	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	SUMMER SUPER OFF-PEAK	\$ 0.08898	\$ 0.09898	\$ 0.10398	10pm - 8am, every day
	WINTER ON-PEAK	\$ 0.16313	\$ 0.17313	\$ 0.17813	2pm - 8pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.09488	\$ 0.10488	\$ 0.10988	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	WINTER SUPER OFF-PEAK	\$ 0.09066	\$ 0.10066	\$ 0.10566	10pm - 8am, every day
TOU-D-B					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.38707	\$ 0.39707	\$ 0.40207	2pm - 8pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.11948	\$ 0.12948	\$ 0.13448	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	SUMMER SUPER OFF-PEAK	\$ 0.05374	\$ 0.06374	\$ 0.06874	10pm - 8am, every day
	WINTER ON-PEAK	\$ 0.15787	\$ 0.16787	\$ 0.17287	2pm - 8pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.09489	\$ 0.10489	\$ 0.10989	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	WINTER SUPER OFF-PEAK	\$ 0.05460	\$ 0.06460	\$ 0.06960	10pm - 8am, every day
TOU-D-PRIME					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.28834	\$ 0.29834	\$ 0.30334	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.11305	\$ 0.12305	\$ 0.12805	4pm - 9pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	\$ 0.08087	\$ 0.09087	\$ 0.09587	All other hours
	WINTER MID-PEAK	\$ 0.25415	\$ 0.26415	\$ 0.26915	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07085	\$ 0.08085	\$ 0.08585	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.07085	\$ 0.08085	\$ 0.08585	8am - 4pm, every day
TOU-D-T					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.15191	\$ 0.16191	\$ 0.16691	12pm - 6pm, Monday - Friday except holidays*
	SUMMER OFF-PEAK	\$ 0.13957	\$ 0.14957	\$ 0.15457	All other hours
	WINTER ON-PEAK	\$ 0.11696	\$ 0.12696	\$ 0.13196	12pm - 6pm, Monday - Friday except holidays*
	WINTER OFF-PEAK	\$ 0.10779	\$ 0.11779	\$ 0.12279	All other hours

*Holidays are New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas.



Orange County Power Authority Rate Identification Number (RIN) Key

The tables below show the corresponding Rate Identification Number (RIN) to Orange County Power Authority (OCPA) rate. OCPA rates that are not time-dependent or Time-of-Use (TOU) do not have a corresponding RIN and are therefore excluded from this key. Your RIN can also be found below the "Details of your new charges" section on the generation portion of your utility bill.

Residential Customers			
OCPA Rate	RIN - Basic Choice	RIN - Smart Choice	RIN - 100% Renewable
TOU-D-4	USCA-XXOC-0017-0000	USCA-XXOC-0125-0000	USCA-XXOC-0124-0000
TOU-D-5	USCA-XXOC-0018-0000	USCA-XXOC-0127-0000	USCA-XXOC-0126-0000
TOU-D-A	USCA-XXOC-0019-0000	USCA-XXOC-0129-0000	USCA-XXOC-0128-0000
TOU-D-B	USCA-XXOC-0020-0000	USCA-XXOC-0131-0000	USCA-XXOC-0130-0000
TOU-D-PRIME	USCA-XXOC-0021-0000	USCA-XXOC-0133-0000	USCA-XXOC-0132-0000
TOU-D-T	USCA-XXOC-0022-0000	USCA-XXOC-0135-0000	USCA-XXOC-0134-0000

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-GS-1-D					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.11273	\$ 0.12273	\$ 0.12773	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10269	\$ 0.11269	\$ 0.11769	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.07046	\$ 0.08046	\$ 0.08546	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10664	\$ 0.11664	\$ 0.12164	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07799	\$ 0.08799	\$ 0.09299	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06067	\$ 0.07067	\$ 0.07567	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00042)	\$ (0.00042)	\$ (0.00042)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00080)	\$ (0.00080)	\$ (0.00080)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00083)	\$ (0.00083)	\$ (0.00083)	All electric usage
DEMAND CHARGE (\$/KW)					
	SUMMER ON-PEAK	\$ 14.59	\$ 14.59	\$ 14.59	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 4.48	\$ 4.48	\$ 4.48	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.19)	\$ (0.19)	\$ (0.19)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.45)	\$ (0.45)	\$ (0.45)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.45)	\$ (0.45)	\$ (0.45)	4pm - 9pm, Monday - Friday
TOU-GS-1-E					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.39535	\$ 0.40535	\$ 0.41035	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.11200	\$ 0.12200	\$ 0.12700	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08268	\$ 0.09268	\$ 0.09768	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.16522	\$ 0.17522	\$ 0.18022	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.09586	\$ 0.10586	\$ 0.11086	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05468	\$ 0.06468	\$ 0.06968	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00117)	\$ (0.00117)	\$ (0.00117)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00254)	\$ (0.00254)	\$ (0.00254)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00258)	\$ (0.00258)	\$ (0.00258)	All electric usage
TOU-GS-1-ES					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.42065	\$ 0.43065	\$ 0.43565	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12177	\$ 0.13177	\$ 0.13677	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08712	\$ 0.09712	\$ 0.10212	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.15865	\$ 0.16865	\$ 0.17365	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.09011	\$ 0.10011	\$ 0.10511	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05199	\$ 0.06199	\$ 0.06699	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00116)	\$ (0.00116)	\$ (0.00116)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00254)	\$ (0.00254)	\$ (0.00254)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00258)	\$ (0.00258)	\$ (0.00258)	All electric usage
TOU-GS-1-A					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.14775	\$ 0.15775	\$ 0.16275	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.13879	\$ 0.14879	\$ 0.15379	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.13390	\$ 0.14390	\$ 0.14890	All other hours
	WINTER MID-PEAK	\$ 0.10115	\$ 0.11115	\$ 0.11615	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.09195	\$ 0.10195	\$ 0.10695	All other hours
TOU-GS-1-B					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.08475	\$ 0.09475	\$ 0.09975	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07987	\$ 0.08987	\$ 0.09487	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.07720	\$ 0.08720	\$ 0.09220	All other hours
	WINTER MID-PEAK	\$ 0.10115	\$ 0.11115	\$ 0.11615	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.09195	\$ 0.10195	\$ 0.10695	All other hours
DEMAND CHARGE (\$/KW)					
	SUMMER ON-PEAK	\$ 10.71	\$ 10.71	\$ 10.71	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 3.48	\$ 3.48	\$ 3.48	8am - 12pm & 6pm - 11pm, Monday - Friday

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-GS-2-D					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.10934	\$ 0.11934	\$ 0.12434	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10054	\$ 0.11054	\$ 0.11554	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06796	\$ 0.07796	\$ 0.08296	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.07693	\$ 0.08693	\$ 0.09193	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07735	\$ 0.08735	\$ 0.09235	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04518	\$ 0.05518	\$ 0.06018	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00081)	\$ (0.00081)	\$ (0.00081)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00180)	\$ (0.00180)	\$ (0.00180)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00182)	\$ (0.00182)	\$ (0.00182)	All electric usage
DEMAND CHARGE (\$/KW)					
	SUMMER ON-PEAK	\$ 18.51	\$ 18.51	\$ 18.51	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 4.86	\$ 4.86	\$ 4.86	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.42)	\$ (0.42)	\$ (0.42)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.97)	\$ (0.97)	\$ (0.97)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.98)	\$ (0.98)	\$ (0.98)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.10)	\$ (0.10)	\$ (0.10)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.25)	\$ (0.25)	\$ (0.25)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.25)	\$ (0.25)	\$ (0.25)	4pm - 9pm, Monday - Friday
TOU-GS-2-E					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.34584	\$ 0.35584	\$ 0.36084	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10054	\$ 0.11054	\$ 0.11554	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06796	\$ 0.07796	\$ 0.08296	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.11460	\$ 0.12460	\$ 0.12960	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07735	\$ 0.08735	\$ 0.09235	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04518	\$ 0.05518	\$ 0.06018	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00122)	\$ (0.00122)	\$ (0.00122)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00273)	\$ (0.00273)	\$ (0.00273)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00275)	\$ (0.00275)	\$ (0.00275)	All electric usage
DEMAND CHARGE (\$/KW)					
	SUMMER ON-PEAK	\$ 5.13	\$ 5.13	\$ 5.13	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 1.99	\$ 1.99	\$ 1.99	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.17)	\$ (0.17)	\$ (0.17)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.39)	\$ (0.39)	\$ (0.39)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.40)	\$ (0.40)	\$ (0.40)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.04)	\$ (0.04)	\$ (0.04)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.11)	\$ (0.11)	\$ (0.11)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.11)	\$ (0.11)	\$ (0.11)	4pm - 9pm, Monday - Friday
TOU-GS-2-B					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.08179	\$ 0.09179	\$ 0.09679	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07713	\$ 0.08713	\$ 0.09213	8am - 12pm & 6pm - 11pm, Monday - Friday

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
	SUMMER OFF-PEAK	\$ 0.07458	\$ 0.08458	\$ 0.08958	All other hours
	WINTER MID-PEAK	\$ 0.09733	\$ 0.10733	\$ 0.11233	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.06143	\$ 0.07143	\$ 0.07643	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 12.83	\$ 12.83	\$ 12.83	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 4.31	\$ 4.31	\$ 4.31	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-GS-2-R					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.25127	\$ 0.26127	\$ 0.26627	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12445	\$ 0.13445	\$ 0.13945	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.07458	\$ 0.08458	\$ 0.08958	All other hours
	WINTER MID-PEAK	\$ 0.09733	\$ 0.10733	\$ 0.11233	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.06143	\$ 0.07143	\$ 0.07643	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00208)	\$ (0.00208)	\$ (0.00208)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00470)	\$ (0.00470)	\$ (0.00470)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00475)	\$ (0.00475)	\$ (0.00475)	All electric usage

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-GS-3-D					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.10181	\$ 0.11181	\$ 0.11681	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09366	\$ 0.10366	\$ 0.10866	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06629	\$ 0.07629	\$ 0.08129	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.07507	\$ 0.08507	\$ 0.09007	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07546	\$ 0.08546	\$ 0.09046	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04406	\$ 0.05406	\$ 0.05906	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00082)	\$ (0.00082)	\$ (0.00082)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00180)	\$ (0.00180)	\$ (0.00180)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00183)	\$ (0.00183)	\$ (0.00183)	All electric usage
DEMAND CHARGE (\$/KW)					
	SUMMER ON-PEAK	\$ 15.88	\$ 15.88	\$ 15.88	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 5.75	\$ 5.75	\$ 5.75	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.37)	\$ (0.37)	\$ (0.37)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.85)	\$ (0.85)	\$ (0.85)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.86)	\$ (0.86)	\$ (0.86)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.15)	\$ (0.15)	\$ (0.15)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.31)	\$ (0.31)	\$ (0.31)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.31)	\$ (0.31)	\$ (0.31)	4pm - 9pm, Monday - Friday
TOU-GS-3-E					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.28336	\$ 0.29336	\$ 0.29836	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09366	\$ 0.10366	\$ 0.10866	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06629	\$ 0.07629	\$ 0.08129	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.11550	\$ 0.12550	\$ 0.13050	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07546	\$ 0.08546	\$ 0.09046	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04406	\$ 0.05406	\$ 0.05906	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00151)	\$ (0.00151)	\$ (0.00151)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00337)	\$ (0.00337)	\$ (0.00337)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00342)	\$ (0.00342)	\$ (0.00342)	All electric usage
DEMAND CHARGE (\$/KW)					
	SUMMER ON-PEAK	\$ 4.40	\$ 4.40	\$ 4.40	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.34	\$ 2.34	\$ 2.34	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.15)	\$ (0.15)	\$ (0.15)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.34)	\$ (0.34)	\$ (0.34)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.35)	\$ (0.35)	\$ (0.35)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.05)	\$ (0.05)	\$ (0.05)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.12)	\$ (0.12)	\$ (0.12)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.12)	\$ (0.12)	\$ (0.12)	4pm - 9pm, Monday - Friday
TOU-GS-3-B					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.07814	\$ 0.08814	\$ 0.09314	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07359	\$ 0.08359	\$ 0.08859	8am - 12pm & 6pm - 11pm, Monday - Friday

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
	SUMMER OFF-PEAK	\$ 0.07126	\$ 0.08126	\$ 0.08626	All other hours
	WINTER MID-PEAK	\$ 0.09667	\$ 0.10667	\$ 0.11167	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.06022	\$ 0.07022	\$ 0.07522	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 10.64	\$ 10.64	\$ 10.64	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 3.56	\$ 3.56	\$ 3.56	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-GS-3-R					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.20911	\$ 0.21911	\$ 0.22411	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10786	\$ 0.11786	\$ 0.12286	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.07126	\$ 0.08126	\$ 0.08626	All other hours
	WINTER MID-PEAK	\$ 0.09667	\$ 0.10667	\$ 0.11167	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.06022	\$ 0.07022	\$ 0.07522	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00176)	\$ (0.00176)	\$ (0.00176)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00397)	\$ (0.00397)	\$ (0.00397)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00402)	\$ (0.00402)	\$ (0.00402)	All electric usage

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-8-SEC-D					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.10145	\$ 0.11145	\$ 0.11645	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09331	\$ 0.10331	\$ 0.10831	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06615	\$ 0.07615	\$ 0.08115	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.07495	\$ 0.08495	\$ 0.08995	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07536	\$ 0.08536	\$ 0.09036	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04388	\$ 0.05388	\$ 0.05888	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 16.74	\$ 16.74	\$ 16.74	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 5.13	\$ 5.13	\$ 5.13	4pm - 9pm, Monday - Friday
TOU-8-PRI-D					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.09617	\$ 0.10617	\$ 0.11117	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08865	\$ 0.09865	\$ 0.10365	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06283	\$ 0.07283	\$ 0.07783	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.07127	\$ 0.08127	\$ 0.08627	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07178	\$ 0.08178	\$ 0.08678	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04190	\$ 0.05190	\$ 0.05690	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 15.90	\$ 15.90	\$ 15.90	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 5.95	\$ 5.95	\$ 5.95	4pm - 9pm, Monday - Friday
TOU-8-SUB-D					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.09028	\$ 0.10028	\$ 0.10528	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08344	\$ 0.09344	\$ 0.09844	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05886	\$ 0.06886	\$ 0.07386	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.06680	\$ 0.07680	\$ 0.08180	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06750	\$ 0.07750	\$ 0.08250	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.03940	\$ 0.04940	\$ 0.05440	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00053)	\$ (0.00053)	\$ (0.00053)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 17.56	\$ 17.56	\$ 17.56	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 5.67	\$ 5.67	\$ 5.67	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.17)	\$ (0.17)	\$ (0.17)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.05)	\$ (0.05)	\$ (0.05)	4pm - 9pm, Monday - Friday
TOU-8-SEC-E					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.27412	\$ 0.28412	\$ 0.28912	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09331	\$ 0.10331	\$ 0.10831	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06615	\$ 0.07615	\$ 0.08115	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10849	\$ 0.11849	\$ 0.12349	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07536	\$ 0.08536	\$ 0.09036	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04388	\$ 0.05388	\$ 0.05888	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 4.64	\$ 4.64	\$ 4.64	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.10	\$ 2.10	\$ 2.10	4pm - 9pm, Monday - Friday
TOU-8-PRI-E					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.25669	\$ 0.26669	\$ 0.27169	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08865	\$ 0.09865	\$ 0.10365	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06283	\$ 0.07283	\$ 0.07783	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.12285	\$ 0.13285	\$ 0.13785	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07178	\$ 0.08178	\$ 0.08678	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04190	\$ 0.05190	\$ 0.05690	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 3.90	\$ 3.90	\$ 3.90	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 0.68	\$ 0.68	\$ 0.68	4pm - 9pm, Monday - Friday
TOU-8-SUB-E					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.28096	\$ 0.29096	\$ 0.29596	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08344	\$ 0.09344	\$ 0.09844	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05886	\$ 0.06886	\$ 0.07386	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10838	\$ 0.11838	\$ 0.12338	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06750	\$ 0.07750	\$ 0.08250	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.03940	\$ 0.04940	\$ 0.05440	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00066)	\$ (0.00066)	\$ (0.00066)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 1.66	\$ 1.66	\$ 1.66	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 0.81	\$ 0.81	\$ 0.81	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.02)	\$ (0.02)	\$ (0.02)	4pm - 9pm, Monday - Friday

COMMERCIAL CUSTOMERS					
OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.01)	\$ (0.01)	\$ (0.01)	4pm - 9pm, Monday - Friday

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-8-SEC-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.07793	\$ 0.08793	\$ 0.09293	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07315	\$ 0.08315	\$ 0.08815	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.07105	\$ 0.08105	\$ 0.08605	All other hours
	WINTER MID-PEAK	\$ 0.09314	\$ 0.10314	\$ 0.10814	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.06093	\$ 0.07093	\$ 0.07593	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 11.52	\$ 11.52	\$ 11.52	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 3.79	\$ 3.79	\$ 3.79	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-8-PRI-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.07416	\$ 0.08416	\$ 0.08916	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.06935	\$ 0.07935	\$ 0.08435	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.06763	\$ 0.07763	\$ 0.08263	All other hours
	WINTER MID-PEAK	\$ 0.09508	\$ 0.10508	\$ 0.11008	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.05919	\$ 0.06919	\$ 0.07419	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 11.19	\$ 11.19	\$ 11.19	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 3.59	\$ 3.59	\$ 3.59	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-8-SUB-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.06951	\$ 0.07951	\$ 0.08451	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.06482	\$ 0.07482	\$ 0.07982	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.06341	\$ 0.07341	\$ 0.07841	All other hours
	WINTER MID-PEAK	\$ 0.08796	\$ 0.09796	\$ 0.10296	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.05609	\$ 0.06609	\$ 0.07109	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00053)	\$ (0.00053)	\$ (0.00053)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 12.79	\$ 12.79	\$ 12.79	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 4.14	\$ 4.14	\$ 4.14	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER ON-PEAK AND MID-PEAK VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.25)	\$ (0.25)	\$ (0.25)	8am - 11pm, Monday - Friday
TOU-8-SEC-R Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.21030	\$ 0.22030	\$ 0.22530	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10537	\$ 0.11537	\$ 0.12037	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.07105	\$ 0.08105	\$ 0.08605	All other hours
	WINTER MID-PEAK	\$ 0.09314	\$ 0.10314	\$ 0.10814	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.06093	\$ 0.07093	\$ 0.07593	All other hours
TOU-8-PRI-R Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.20075	\$ 0.21075	\$ 0.21575	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09802	\$ 0.10802	\$ 0.11302	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.06763	\$ 0.07763	\$ 0.08263	All other hours
	WINTER MID-PEAK	\$ 0.09508	\$ 0.10508	\$ 0.11008	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.05919	\$ 0.06919	\$ 0.07419	All other hours
TOU-8-SUB-R Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.19883	\$ 0.20883	\$ 0.21383	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09324	\$ 0.10324	\$ 0.10824	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.06341	\$ 0.07341	\$ 0.07841	All other hours
	WINTER MID-PEAK	\$ 0.08796	\$ 0.09796	\$ 0.10296	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.05609	\$ 0.06609	\$ 0.07109	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00083)	\$ (0.00083)	\$ (0.00083)	All electric usage
TOU-8-SEC-RBU Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.10145	\$ 0.11145	\$ 0.11645	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09331	\$ 0.10331	\$ 0.10831	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06615	\$ 0.07615	\$ 0.08115	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.07495	\$ 0.08495	\$ 0.08995	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07536	\$ 0.08536	\$ 0.09036	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04388	\$ 0.05388	\$ 0.05888	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 16.74	\$ 16.74	\$ 16.74	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 5.13	\$ 5.13	\$ 5.13	4pm - 9pm, Monday - Friday

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-8-PRI-RBU					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.09617	\$ 0.10617	\$ 0.11117	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08865	\$ 0.09865	\$ 0.10365	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06283	\$ 0.07283	\$ 0.07783	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.07127	\$ 0.08127	\$ 0.08627	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07178	\$ 0.08178	\$ 0.08678	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04190	\$ 0.05190	\$ 0.05690	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 15.90	\$ 15.90	\$ 15.90	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 5.95	\$ 5.95	\$ 5.95	4pm - 9pm, Monday - Friday
TOU-8-SUB-RBU					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.09028	\$ 0.10028	\$ 0.10528	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08344	\$ 0.09344	\$ 0.09844	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05886	\$ 0.06886	\$ 0.07386	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.06680	\$ 0.07680	\$ 0.08180	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06750	\$ 0.07750	\$ 0.08250	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.03940	\$ 0.04940	\$ 0.05440	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00053)	\$ (0.00053)	\$ (0.00053)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 17.56	\$ 17.56	\$ 17.56	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 5.67	\$ 5.67	\$ 5.67	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.17)	\$ (0.17)	\$ (0.17)	4pm - 9pm, Monday - Friday
	WINTER WEEKDAYS VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.05)	\$ (0.05)	\$ (0.05)	4pm - 9pm, Monday - Friday

BUSINESS ELECTRIC VEHICLE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-EV-7 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.29881	\$ 0.30881	\$ 0.31381	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.11200	\$ 0.12200	\$ 0.12700	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09367	\$ 0.10367	\$ 0.10867	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.16522	\$ 0.17522	\$ 0.18022	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10857	\$ 0.11857	\$ 0.12357	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05468	\$ 0.06468	\$ 0.06968	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00117)	\$ (0.00117)	\$ (0.00117)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00254)	\$ (0.00254)	\$ (0.00254)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00258)	\$ (0.00258)	\$ (0.00258)	All electric usage
TOU-EV-8 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.32984	\$ 0.33984	\$ 0.34484	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10054	\$ 0.11054	\$ 0.11554	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.07996	\$ 0.08996	\$ 0.09496	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.14065	\$ 0.15065	\$ 0.15565	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.09229	\$ 0.10229	\$ 0.10729	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04518	\$ 0.05518	\$ 0.06018	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00208)	\$ (0.00208)	\$ (0.00208)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00470)	\$ (0.00470)	\$ (0.00470)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00475)	\$ (0.00475)	\$ (0.00475)	All electric usage
TOU-EV-9-SEC Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.25755	\$ 0.26755	\$ 0.27255	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09331	\$ 0.10331	\$ 0.10831	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.07450	\$ 0.08450	\$ 0.08950	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.13167	\$ 0.14167	\$ 0.14667	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.08417	\$ 0.09417	\$ 0.09917	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04388	\$ 0.05388	\$ 0.05888	8am - 4pm, every day
TOU-EV-9-PRI Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.23389	\$ 0.24389	\$ 0.24889	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08865	\$ 0.09865	\$ 0.10365	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06995	\$ 0.07995	\$ 0.08495	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.12948	\$ 0.13948	\$ 0.14448	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07875	\$ 0.08875	\$ 0.09375	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04190	\$ 0.05190	\$ 0.05690	8am - 4pm, every day
TOU-EV-9-SUB Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.22778	\$ 0.23778	\$ 0.24278	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08344	\$ 0.09344	\$ 0.09844	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06531	\$ 0.07531	\$ 0.08031	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.11529	\$ 0.12529	\$ 0.13029	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07318	\$ 0.08318	\$ 0.08818	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.03940	\$ 0.04940	\$ 0.05440	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00083)	\$ (0.00083)	\$ (0.00083)	All electric usage

AGRICULTURE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-2-D					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.10982	\$ 0.11982	\$ 0.12482	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10096	\$ 0.11096	\$ 0.11596	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.07000	\$ 0.08000	\$ 0.08500	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.08804	\$ 0.09804	\$ 0.10304	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07198	\$ 0.08198	\$ 0.08698	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06286	\$ 0.07286	\$ 0.07786	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00084)	\$ (0.00084)	\$ (0.00084)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00186)	\$ (0.00186)	\$ (0.00186)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00186)	\$ (0.00186)	\$ (0.00186)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 10.17	\$ 10.17	\$ 10.17	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.30	\$ 2.30	\$ 2.30	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.15)	\$ (0.15)	\$ (0.15)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.31)	\$ (0.31)	\$ (0.31)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.31)	\$ (0.31)	\$ (0.31)	4pm - 9pm, Monday - Friday
	WINTER WIND MACHINE CREDIT (\$/kW)	\$ (9.76)	\$ (9.76)	\$ (9.76)	All electric usage
TOU-PA-2-D5					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.20939	\$ 0.21939	\$ 0.22439	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.19804	\$ 0.20804	\$ 0.21304	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06620	\$ 0.07620	\$ 0.08120	8pm - 5pm, every day
	WINTER MID-PEAK	\$ 0.08988	\$ 0.09988	\$ 0.10488	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.07346	\$ 0.08346	\$ 0.08846	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06410	\$ 0.07410	\$ 0.07910	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00087)	\$ (0.00087)	\$ (0.00087)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00191)	\$ (0.00191)	\$ (0.00191)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00192)	\$ (0.00192)	\$ (0.00192)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 9.74	\$ 9.74	\$ 9.74	5pm - 8pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.14	\$ 2.14	\$ 2.14	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.13)	\$ (0.13)	\$ (0.13)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.29)	\$ (0.29)	\$ (0.29)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.29)	\$ (0.29)	\$ (0.29)	5pm - 8pm, Monday - Friday
	WINTER WIND MACHINE CREDIT (\$/kW)	\$ (9.76)	\$ (9.76)	\$ (9.76)	All electric usage

AGRICULTURE CUSTOMERS					
OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-2-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.34732	\$ 0.35732	\$ 0.36232	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10096	\$ 0.11096	\$ 0.11596	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.07000	\$ 0.08000	\$ 0.08500	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10044	\$ 0.11044	\$ 0.11544	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.08185	\$ 0.09185	\$ 0.09685	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.07127	\$ 0.08127	\$ 0.08627	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00139)	\$ (0.00139)	\$ (0.00139)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00302)	\$ (0.00302)	\$ (0.00302)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00303)	\$ (0.00303)	\$ (0.00303)	All electric usage
DEMAND CHARGE (\$/KW)	YEAR ROUND WIND MACHINE CREDIT (\$/kw)	\$ (9.76)	\$ (9.76)	\$ (9.76)	All electric usage
TOU-PA-2-E5 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.57163	\$ 0.58163	\$ 0.58663	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.19804	\$ 0.20804	\$ 0.21304	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06620	\$ 0.07620	\$ 0.08120	8pm - 5pm, every day
	WINTER MID-PEAK	\$ 0.10085	\$ 0.11085	\$ 0.11585	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.08218	\$ 0.09218	\$ 0.09718	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.07155	\$ 0.08155	\$ 0.08655	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00139)	\$ (0.00139)	\$ (0.00139)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00302)	\$ (0.00302)	\$ (0.00302)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00303)	\$ (0.00303)	\$ (0.00303)	All electric usage
DEMAND CHARGE (\$/KW)	YEAR ROUND WIND MACHINE CREDIT (\$/kw)	\$ (9.76)	\$ (9.76)	\$ (9.76)	All electric usage
TOU-PA-2-A Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.22244	\$ 0.23244	\$ 0.23744	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10676	\$ 0.11676	\$ 0.12176	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.07538	\$ 0.08538	\$ 0.09038	All other hours
	WINTER MID-PEAK	\$ 0.09961	\$ 0.10961	\$ 0.11461	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.06904	\$ 0.07904	\$ 0.08404	All other hours
DEMAND CHARGE (\$/KW)	YEAR ROUND WIND MACHINE CREDIT (\$/kw)	\$ (9.76)	\$ (9.76)	\$ (9.76)	All electric usage
TOU-PA-2-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.08271	\$ 0.09271	\$ 0.09771	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07715	\$ 0.08715	\$ 0.09215	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.07538	\$ 0.08538	\$ 0.09038	All other hours
	WINTER MID-PEAK	\$ 0.09961	\$ 0.10961	\$ 0.11461	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.06904	\$ 0.07904	\$ 0.08404	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 7.21	\$ 7.21	\$ 7.21	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 2.21	\$ 2.21	\$ 2.21	8am - 12pm & 6pm - 11pm, Monday - Friday
	WINTER WIND MACHINE CREDIT (\$/kw)	\$ (9.76)	\$ (9.76)	\$ (9.76)	All electric usage

AGRICULTURE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-3-D Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.09653	\$ 0.10653	\$ 0.11153	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08888	\$ 0.09888	\$ 0.10388	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06203	\$ 0.07203	\$ 0.07703	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.07678	\$ 0.08678	\$ 0.09178	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07721	\$ 0.08721	\$ 0.09221	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04502	\$ 0.05502	\$ 0.06002	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00082)	\$ (0.00082)	\$ (0.00082)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00182)	\$ (0.00182)	\$ (0.00182)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00185)	\$ (0.00185)	\$ (0.00185)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 10.85	\$ 10.85	\$ 10.85	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.34	\$ 2.34	\$ 2.34	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.16)	\$ (0.16)	\$ (0.16)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.38)	\$ (0.38)	\$ (0.38)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.38)	\$ (0.38)	\$ (0.38)	4pm - 9pm, Monday - Friday
TOU-PA-3-D5 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.17932	\$ 0.18932	\$ 0.19432	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.16968	\$ 0.17968	\$ 0.18468	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05891	\$ 0.06891	\$ 0.07391	8pm - 5pm, every day
	WINTER MID-PEAK	\$ 0.07617	\$ 0.08617	\$ 0.09117	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.07660	\$ 0.08660	\$ 0.09160	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04463	\$ 0.05463	\$ 0.05963	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00083)	\$ (0.00083)	\$ (0.00083)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00182)	\$ (0.00182)	\$ (0.00182)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00185)	\$ (0.00185)	\$ (0.00185)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 10.40	\$ 10.40	\$ 10.40	5pm - 8pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.86	\$ 2.86	\$ 2.86	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.17)	\$ (0.17)	\$ (0.17)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.39)	\$ (0.39)	\$ (0.39)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.38)	\$ (0.38)	\$ (0.38)	5pm - 8pm, Monday - Friday
TOU-PA-3-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.29845	\$ 0.30845	\$ 0.31345	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08888	\$ 0.09888	\$ 0.10388	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06203	\$ 0.07203	\$ 0.07703	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10563	\$ 0.11563	\$ 0.12063	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.08605	\$ 0.09605	\$ 0.10105	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.03725	\$ 0.04725	\$ 0.05225	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00127)	\$ (0.00127)	\$ (0.00127)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00289)	\$ (0.00289)	\$ (0.00289)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00292)	\$ (0.00292)	\$ (0.00292)	All electric usage

AGRICULTURE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-3-E5		Summer - June through September; Winter - October through May			
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.48359	\$ 0.49359	\$ 0.49859	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.16968	\$ 0.17968	\$ 0.18468	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05891	\$ 0.06891	\$ 0.07391	8pm - 5pm, every day
	WINTER MID-PEAK	\$ 0.11007	\$ 0.12007	\$ 0.12507	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.08959	\$ 0.09959	\$ 0.10459	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.03854	\$ 0.04854	\$ 0.05354	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00128)	\$ (0.00128)	\$ (0.00128)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00290)	\$ (0.00290)	\$ (0.00290)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00292)	\$ (0.00292)	\$ (0.00292)	All electric usage
TOU-PA-3-A		Summer - June through September; Winter - October through May			
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.19450	\$ 0.20450	\$ 0.20950	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09285	\$ 0.10285	\$ 0.10785	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.06663	\$ 0.07663	\$ 0.08163	All other hours
	WINTER MID-PEAK	\$ 0.08698	\$ 0.09698	\$ 0.10198	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.06344	\$ 0.07344	\$ 0.07844	All other hours
TOU-PA-3-B		Summer - June through September; Winter - October through May			
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.07300	\$ 0.08300	\$ 0.08800	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.06809	\$ 0.07809	\$ 0.08309	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.06663	\$ 0.07663	\$ 0.08163	All other hours
	WINTER MID-PEAK	\$ 0.08698	\$ 0.09698	\$ 0.10198	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.06344	\$ 0.07344	\$ 0.07844	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 7.64	\$ 7.64	\$ 7.64	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 2.24	\$ 2.24	\$ 2.24	8am - 12pm & 6pm - 11pm, Monday - Friday

STREETLIGHT CUSTOMERS

OCA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
Streetlighting (LS-1, LS-2, DWL, and OL-1)					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.06846	\$ 0.07846	\$ 0.08346	All electric usage
LS-3					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.06854	\$ 0.07854	\$ 0.08354	All electric usage
AL-2-F					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.06854	\$ 0.07854	\$ 0.08354	All electric usage
AL-2-GF					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.14775	\$ 0.15775	\$ 0.16275	8am - 4pm, every day
	SUMMER OFF-PEAK	\$ 0.06854	\$ 0.07854	\$ 0.08354	All other hours
	WINTER ON-PEAK	\$ 0.10115	\$ 0.11115	\$ 0.11615	8am - 4pm, every day
	WINTER OFF-PEAK	\$ 0.06854	\$ 0.07854	\$ 0.08354	All other hours
TC-1					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.09268	\$ 0.10268	\$ 0.10768	All electric usage
WTR					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.10647	\$ 0.11647	\$ 0.12147	All electric usage

*Applicable holidays for rate time periods are as follows: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. When any holiday listed above falls on Sunday, the following Monday will be recognized as a holiday. No change will be made for holidays falling on Saturday.

OCA Rates in SCE Territory

Wildfire Fund Non-Bypassable Charge

The **Wildfire Fund Non-Bypassable Charge (WFC)** supports the California Wildfire Fund. This charge is assessed to all customers, including SCE-only customers, but is collected separately for CCA customers. The funds go to the State of California for potential disbursement to IOUs, such as SCE, if a catastrophic event occurs. Customers on CARE and Medical Baseline Programs are currently exempt from these charges.

Competition Transition Charge

The ongoing **Competition Transition Charge (CTC)** recovers the CPUC-approved market price limit for legacy electricity contracts (signed prior to 1998), as well as statutorily authorized costs that are related to restructuring of California's electric industry prior to the energy crisis. These charges are assessed to all customers, including SCE-only customers, but are collected separately for CCA customers and go directly to SCE.

Surcharge

The **Generation Municipal Surcharge (GMS) Factor** recovers franchise fees paid by SCE to operate within certain municipal jurisdictions within California. This charge is assessed to all customers, including SCE-only customers, but is collected separately for CCA customers. The charge equals the product of the GMS factor and the SCE rates or charges that have been removed from the bill of a customer receiving CCA service. An exemption applies to CA political subdivision and certain cogeneration or nonutility generation facilities. It is the responsibility of the customer to self-identify for exemption.

Rate Group	WFC (All Vintages)	CTC (All Vintages)	GMS Factor (All Vintages)
Domestic ¹	\$ 0.00595	\$ (0.00058)	0.009261
GS-1 ²	\$ 0.00595	\$ (0.00041)	0.009261
TC-1 ³	\$ 0.00595	\$ (0.00044)	0.009261
GS-2 ⁴	\$ 0.00595	\$ (0.00043)	0.009261
TOU-GS-3 ⁵	\$ 0.00595	\$ (0.00042)	0.009261
TOU-8-Sec ⁶	\$ 0.00595	\$ (0.00041)	0.009261
TOU-8-Pri ⁶	\$ 0.00595	\$ (0.00040)	0.009261
TOU-8-Sub ⁶	\$ 0.00595	\$ (0.00038)	0.009261
Small AG ⁷	\$ 0.00595	\$ (0.00042)	0.009261
Large AG ⁸	\$ 0.00595	\$ (0.00042)	0.009261
St. Lighting ⁹	\$ 0.00595	\$ (0.00053)	0.009261

² Includes Schedules GS-1, TOU-GS-1, TOU-GS-1-RTP, AL-2 (On-Peak), LS-3 Option B (On-Peak), and TOU-EV-7.

³ Includes Schedules TC-1, Wi-Fi-1, and WTR.

⁴ Includes Schedules GS-2, TOU-EV-8, TOU-GS-2, and TOU-GS-2-RTP.

⁵ Includes Schedules TOU-GS-3 and TOU-GS-3-RTP.

⁶ Includes Schedules TOU-EV-9, TOU-8, TOU-8-RBU, and TOU-8-RTP.

⁷ Includes Schedules PA-1, PA-2, TOU-PA-2, and TOU-PA-2-RTP.

⁸ Includes Schedules TOU-PA-3 and TOU-PA-3-RTP.

⁹ Includes Schedules AL-2 (Off-Peak), DWL, LS-1, LS-2, LS-3, LS-3 Option B (Off-Peak), and OL-1.

OCA Rates in SCE Territory

Power Charge Indifference Adjustment

The **Power Charge Indifference Adjustment (PCIA)** is a fee collected by SCE and assessed to customers who receive their electric generation services from another provider. The PCIA is considered an "exit fee" assessed by SCE to cover costs for departing customers; resources acquired prior to a customer's change in service providers, and to ensure their current customers are "indifferent" to costs associated with the departed customers. SCE assigns customers a "PCIA Vintage" based on the date a customer's respective community enrolled in alternative service; this date is reset upon reenrollment if a customer opts-out and later re-enrolls in OCA service. The PCIA is charged on a per kWh basis based on net monthly usage, and is unaffected by time of use.

Rate Group	PCIA	Vintage
Domestic ¹	\$ (0.01613)	2022
GS-1 ²	\$ (0.00906)	2021
TC-1 ³	\$ (0.00962)	2021
GS-2 ₄	\$ (0.00949)	2021
TOU-GS-3 ₅	\$ (0.00922)	2021
TOU-8-Sec ⁶	\$ (0.00899)	2021
TOU-8-Pri ⁶	\$ (0.00879)	2021
TOU-8-Sub ⁶	\$ (0.00831)	2021
Small AG ⁷	\$ (0.00930)	2021
Large AG ⁸	\$ (0.00919)	2021
St. Lighting ⁹	\$ (0.01160)	2021



Orange County Power Authority Rate Identification Number (RIN) Key

The tables below show the corresponding Rate Identification Number (RIN) to Orange County Power Authority (OCPA) rate. OCPA rates that are not time-dependent or Time-of-Use (TOU) do not have a corresponding RIN and are therefore excluded from this key. Your RIN can also be found below the "Details of your new charges" section on the generation portion of your utility bill.

Commercial Customers			
OCPA Rate	RIN - Basic Choice	RIN - Smart Choice	RIN - 100% Renewable
TOU-GS-1-SEC-D	USCA-XXOC-0038-0000	USCA-XXOC-0167-0000	USCA-XXOC-0166-0000
TOU-GS-1-PRI-D	USCA-XXOC-0035-0000	USCA-XXOC-0161-0000	USCA-XXOC-0160-0000
TOU-GS-1-SUB-D	USCA-XXOC-0041-0000	USCA-XXOC-0173-0000	USCA-XXOC-0172-0000
TOU-GS-1-SEC-E	USCA-XXOC-0039-0000	USCA-XXOC-0169-0000	USCA-XXOC-0168-0000
TOU-GS-1-PRI-E	USCA-XXOC-0036-0000	USCA-XXOC-0163-0000	USCA-XXOC-0162-0000
TOU-GS-1-SUB-E	USCA-XXOC-0042-0000	USCA-XXOC-0175-0000	USCA-XXOC-0174-0000
TOU-GS-1-SEC-ES	USCA-XXOC-0040-0000	USCA-XXOC-0171-0000	USCA-XXOC-0170-0000
TOU-GS-1-PRI-ES	USCA-XXOC-0037-0000	USCA-XXOC-0165-0000	USCA-XXOC-0164-0000
TOU-GS-1-SUB-ES	USCA-XXOC-0043-0000	USCA-XXOC-0177-0000	USCA-XXOC-0176-0000
TOU-GS-1-A	USCA-XXOC-0033-0000	USCA-XXOC-0157-0000	USCA-XXOC-0156-0000
TOU-GS-1-B	USCA-XXOC-0034-0000	USCA-XXOC-0159-0000	USCA-XXOC-0158-0000
TOU-GS-2-SEC-D	USCA-XXOC-0048-0000	USCA-XXOC-0187-0000	USCA-XXOC-0186-0000
TOU-GS-2-PRI-D	USCA-XXOC-0045-0000	USCA-XXOC-0181-0000	USCA-XXOC-0180-0000
TOU-GS-2-SUB-D	USCA-XXOC-0051-0000	USCA-XXOC-0193-0000	USCA-XXOC-0192-0000
TOU-GS-2-SEC-E	USCA-XXOC-0049-0000	USCA-XXOC-0189-0000	USCA-XXOC-0188-0000
TOU-GS-2-PRI-E	USCA-XXOC-0046-0000	USCA-XXOC-0183-0000	USCA-XXOC-0182-0000
TOU-GS-2-SUB-E	USCA-XXOC-0052-0000	USCA-XXOC-0195-0000	USCA-XXOC-0194-0000
TOU-GS-2-B	USCA-XXOC-0044-0000	USCA-XXOC-0179-0000	USCA-XXOC-0178-0000
TOU-GS-2-SEC-R	USCA-XXOC-0050-0000	USCA-XXOC-0191-0000	USCA-XXOC-0190-0000
TOU-GS-2-PRI-R	USCA-XXOC-0047-0000	USCA-XXOC-0185-0000	USCA-XXOC-0184-0000
TOU-GS-2-SUB-R	USCA-XXOC-0053-0000	USCA-XXOC-0197-0000	USCA-XXOC-0196-0000
TOU-GS-3-SEC-D	USCA-XXOC-0058-0000	USCA-XXOC-0207-0000	USCA-XXOC-0206-0000
TOU-GS-3-PRI-D	USCA-XXOC-0055-0000	USCA-XXOC-0201-0000	USCA-XXOC-0200-0000
TOU-GS-3-SUB-D	USCA-XXOC-0061-0000	USCA-XXOC-0213-0000	USCA-XXOC-0212-0000
TOU-GS-3-SEC-E	USCA-XXOC-0059-0000	USCA-XXOC-0209-0000	USCA-XXOC-0208-0000
TOU-GS-3-PRI-E	USCA-XXOC-0056-0000	USCA-XXOC-0203-0000	USCA-XXOC-0202-0000
TOU-GS-3-SUB-E	USCA-XXOC-0062-0000	USCA-XXOC-0215-0000	USCA-XXOC-0214-0000
TOU-GS-3-B	USCA-XXOC-0054-0000	USCA-XXOC-0199-0000	USCA-XXOC-0198-0000
TOU-GS-3-SEC-R	USCA-XXOC-0060-0000	USCA-XXOC-0211-0000	USCA-XXOC-0210-0000
TOU-GS-3-PRI-R	USCA-XXOC-0057-0000	USCA-XXOC-0205-0000	USCA-XXOC-0204-0000
TOU-GS-3-SUB-R	USCA-XXOC-0063-0000	USCA-XXOC-0217-0000	USCA-XXOC-0216-0000
TOU-8-SEC-D	USCA-XXOC-0008-0000	USCA-XXOC-0107-0000	USCA-XXOC-0106-0000
TOU-8-PRI-D	USCA-XXOC-0003-0000	USCA-XXOC-0097-0000	USCA-XXOC-0096-0000
TOU-8-SUB-D	USCA-XXOC-0013-0000	USCA-XXOC-0117-0000	USCA-XXOC-0116-0000
TOU-8-SEC-E	USCA-XXOC-0009-0000	USCA-XXOC-0109-0000	USCA-XXOC-0108-0000
TOU-8-PRI-E	USCA-XXOC-0004-0000	USCA-XXOC-0099-0000	USCA-XXOC-0098-0000
TOU-8-SUB-E	USCA-XXOC-0014-0000	USCA-XXOC-0119-0000	USCA-XXOC-0118-0000
TOU-8-SEC-B	USCA-XXOC-0007-0000	USCA-XXOC-0105-0000	USCA-XXOC-0104-0000

TOU-8-PRI-B	USCA-XXOC-0002-0000	USCA-XXOC-0095-0000	USCA-XXOC-0094-0000
TOU-8-SUB-B	USCA-XXOC-0012-0000	USCA-XXOC-0115-0000	USCA-XXOC-0114-0000
TOU-8-SEC-R	USCA-XXOC-0010-0000	USCA-XXOC-0111-0000	USCA-XXOC-0110-0000
TOU-8-PRI-R	USCA-XXOC-0005-0000	USCA-XXOC-0101-0000	USCA-XXOC-0100-0000
TOU-8-SUB-R	USCA-XXOC-0015-0000	USCA-XXOC-0121-0000	USCA-XXOC-0120-0000
TOU-8-SEC-RBU	USCA-XXOC-0011-0000	USCA-XXOC-0113-0000	USCA-XXOC-0112-0000
TOU-8-PRI-RBU	USCA-XXOC-0006-0000	USCA-XXOC-0103-0000	USCA-XXOC-0102-0000
TOU-8-SUB-RBU	USCA-XXOC-0016-0000	USCA-XXOC-0123-0000	USCA-XXOC-0122-0000
TOU-EV-7-SEC	USCA-XXOC-0025-0000	USCA-XXOC-0141-0000	USCA-XXOC-0140-0000
TOU-EV-7-PRI	USCA-XXOC-0024-0000	USCA-XXOC-0139-0000	USCA-XXOC-0138-0000
TOU-EV-7-SUB	USCA-XXOC-0026-0000	USCA-XXOC-0143-0000	USCA-XXOC-0142-0000
TOU-EV-8-SEC	USCA-XXOC-0028-0000	USCA-XXOC-0147-0000	USCA-XXOC-0146-0000
TOU-EV-8-PRI	USCA-XXOC-0027-0000	USCA-XXOC-0145-0000	USCA-XXOC-0144-0000
TOU-EV-8-SUB	USCA-XXOC-0029-0000	USCA-XXOC-0149-0000	USCA-XXOC-0148-0000
TOU-EV-9-SEC	USCA-XXOC-0031-0000	USCA-XXOC-0153-0000	USCA-XXOC-0152-0000
TOU-EV-9-PRI	USCA-XXOC-0030-0000	USCA-XXOC-0151-0000	USCA-XXOC-0150-0000
TOU-EV-9-SUB	USCA-XXOC-0032-0000	USCA-XXOC-0155-0000	USCA-XXOC-0154-0000
TOU-PA-2-SEC-D	USCA-XXOC-0070-0000	USCA-XXOC-0231-0000	USCA-XXOC-0230-0000
TOU-PA-2-PRI-D	USCA-XXOC-0066-0000	USCA-XXOC-0223-0000	USCA-XXOC-0222-0000
TOU-PA-2-SUB-D	USCA-XXOC-0074-0000	USCA-XXOC-0239-0000	USCA-XXOC-0238-0000
TOU-PA-2-SEC-D5	USCA-XXOC-0071-0000	USCA-XXOC-0233-0000	USCA-XXOC-0232-0000
TOU-PA-2-PRI-D5	USCA-XXOC-0067-0000	USCA-XXOC-0225-0000	USCA-XXOC-0224-0000
TOU-PA-2-SUB-D5	USCA-XXOC-0075-0000	USCA-XXOC-0241-0000	USCA-XXOC-0240-0000
TOU-PA-2-SEC-E	USCA-XXOC-0072-0000	USCA-XXOC-0235-0000	USCA-XXOC-0234-0000
TOU-PA-2-PRI-E	USCA-XXOC-0068-0000	USCA-XXOC-0227-0000	USCA-XXOC-0226-0000
TOU-PA-2-SUB-E	USCA-XXOC-0076-0000	USCA-XXOC-0243-0000	USCA-XXOC-0242-0000
TOU-PA-2-SEC-E5	USCA-XXOC-0073-0000	USCA-XXOC-0237-0000	USCA-XXOC-0236-0000
TOU-PA-2-PRI-E5	USCA-XXOC-0069-0000	USCA-XXOC-0229-0000	USCA-XXOC-0228-0000
TOU-PA-2-SUB-E5	USCA-XXOC-0077-0000	USCA-XXOC-0245-0000	USCA-XXOC-0244-0000
TOU-PA-2-A	USCA-XXOC-0064-0000	USCA-XXOC-0219-0000	USCA-XXOC-0218-0000
TOU-PA-2-B	USCA-XXOC-0065-0000	USCA-XXOC-0221-0000	USCA-XXOC-0220-0000
TOU-PA-3-SEC-D	USCA-XXOC-0084-0000	USCA-XXOC-0259-0000	USCA-XXOC-0258-0000
TOU-PA-3-PRI-D	USCA-XXOC-0080-0000	USCA-XXOC-0251-0000	USCA-XXOC-0250-0000
TOU-PA-3-SUB-D	USCA-XXOC-0088-0000	USCA-XXOC-0267-0000	USCA-XXOC-0266-0000
TOU-PA-3-SEC-D5	USCA-XXOC-0085-0000	USCA-XXOC-0261-0000	USCA-XXOC-0260-0000
TOU-PA-3-PRI-D5	USCA-XXOC-0081-0000	USCA-XXOC-0253-0000	USCA-XXOC-0252-0000
TOU-PA-3-SUB-D5	USCA-XXOC-0089-0000	USCA-XXOC-0269-0000	USCA-XXOC-0268-0000
TOU-PA-3-SEC-E	USCA-XXOC-0086-0000	USCA-XXOC-0263-0000	USCA-XXOC-0262-0000
TOU-PA-3-PRI-E	USCA-XXOC-0082-0000	USCA-XXOC-0255-0000	USCA-XXOC-0254-0000
TOU-PA-3-SUB-E	USCA-XXOC-0090-0000	USCA-XXOC-0271-0000	USCA-XXOC-0270-0000
TOU-PA-3-SEC-E5	USCA-XXOC-0087-0000	USCA-XXOC-0265-0000	USCA-XXOC-0264-0000
TOU-PA-3-PRI-E5	USCA-XXOC-0083-0000	USCA-XXOC-0257-0000	USCA-XXOC-0256-0000
TOU-PA-3-SUB-E5	USCA-XXOC-0091-0000	USCA-XXOC-0273-0000	USCA-XXOC-0272-0000
TOU-PA-3-A	USCA-XXOC-0078-0000	USCA-XXOC-0247-0000	USCA-XXOC-0246-0000
TOU-PA-3-B	USCA-XXOC-0079-0000	USCA-XXOC-0249-0000	USCA-XXOC-0248-0000
AL-2-GF	USCA-XXOC-0001-0000	USCA-XXOC-0093-0000	USCA-XXOC-0092-0000

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 7.5

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Chief Executive Officer

Subject: UPDATE ANNUAL ENERGY USAGE AND VOTING SHARES

Date: February 10, 2025

RECOMMENDED ACTION

Approve update to the weighted voting exhibits of OCPA's Joint Powers Agreement.

BACKGROUND

Weighted voting allows Directors to vote in accordance with the proportion of electricity used by customers within each respective jurisdiction. This type of voting can be invoked by two or more Directors in limited circumstances, such as when there is a tie vote by the Board of Directors, or to immediately nullify an action that was passed by an "equal vote" of the Board.

Weighted voting is governed by Section 3.9.3 of the Joint Powers Agreement ("JPA"), which became effective as of November 20, 2020 ("Effective Date"). This section provides a formula for the first two years following the Effective Date of the JPA (during which time OCPA was forming, but not directly serving load to its customers) and a separate formula following the second anniversary of the Effective Date, which formula is based on the actual electrical use served by OCPA to accounts within each member jurisdiction. Pursuant to the terms of the JPA, the JPA exhibits for weighted voting must be updated annually not later than March 1 based on prior year numbers. This is a routine update required by the JPA and is not considered an amendment to the JPA.

FISCAL IMPACT

None.

ATTACHMENT

Attachment A – Updated Exhibit B (Annual Energy Use by Jurisdiction) and Exhibit C (Party Voting Shares) of the Joint Powers Agreement

EXHIBIT B
ANNUAL ENERGY USE BY JURISDICTION

Effective: _____, 2025

Jurisdiction	kWh (2024)
City of Buena Park	339,949,086
City of Fountain Valley	0
City of Fullerton	561,024,718
City of Irvine	1,515,394,931
Total	2,416,368,735

EXHIBIT C
PARTY VOTING SHARES

Effective: _____, 2025

Jurisdiction	Voting Share
City of Buena Park	14.1%
City of Fountain Valley	0.0%
City of Fullerton	23.2%
City of Irvine	62.7%
Total	100.00%

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 7.6

To: Orange County Power Authority Board of Directors

From: Saul Viramontes, Management Analyst

Approved By: Joe Mosca, Chief Executive Officer

Subject: OCPA 2024 STRATEGIC PLAN PROGRESS UPDATE & 2025 LOOK AHEAD

Date: February 10, 2025

RECOMMENDED ACTION

Receive and file.

BACKGROUND

Consistent with the Orange County Power Authority's (OCPA) 2024 strategic planning process, which was presented to the Board of Director's (Board) via Workshop on May 21, 2024, staff are providing a brief update on the progress of the goals and objectives set for FY2024-25.

Attached is a Strategic Plan Progress Tracker (Attachment B), which provides details on the status of each objective and available updates as of January 2025. The table below summarizes the status breakdown of the total 42 objectives.

Status	# of objectives in current status	Change since last report October 2024
Complete	18	+12
In Progress	17	-4
Ongoing+	5	-4
Scheduled	0	-1
Not Started	2	-3

The Strategic Plan Progress Tracker includes more detail on the objectives and individual statuses.

2025 Strategic Plan – Next Steps

The Clerk of the Board is in the process of scheduling a Strategic Plan Workshop for the Board, ideally in March. The Strategic Plan Workshop will include:

- An overview of previous planning meetings with the Community Advisory Committee and staff
- A review of the current Strategic Plan
- An update on current objectives

- Proposed suggestions and new objectives

Staff will be available to support and engage in discussions with the Board about the organization's direction, challenges, and opportunities. Topics will be driven by Board interest and may include:

- Prioritization of focus areas
- New objectives
- Upcoming priority projects
- Budget implications of new objectives

The goal of the workshop will be to provide direction for updates to the Strategic Plan to be incorporated and presented to the Board in May, prior to the approval of the 2025-26 Budget to help ensure resources are allocated to key priorities.

FISCAL IMPACT

None

ATTACHMENTS

Attachment A – OCPA 2024 Strategic Plan

Attachment B – Strategic Plan Progress Tracker (updated 01.2025)

Strategic Plan

2023 - 2026

Revised June 2024

OCPA Mission Statement

Provide renewable energy at competitive rates and equitably reinvest to support sustainable communities.

OCPA Vision Statement

Our vision is to think globally and act locally
by empowering our communities with choice,
transforming the energy landscape, driving a sustainable future,
and ensuring that no community is left behind
in this transition to renewable energy.

Strategic Goals

Enrich & Grow the OCPA Community
Prioritize Fiscal Sustainability & Affordability
Move Toward a More Sustainable Electric Grid
Raise Awareness of OCPA & Inform People on the Advantages of Clean Energy
Strengthen Advocacy Efforts to Bolster Community Power & Amplify OCPA's Voice
Build an Exceptional Team

Focus Area:		Expected Completion Date	Assigned To
Enrich and Grow the OCPA Community			
Objective 1	Conduct an annual survey of prospective member agencies' interests and needs.	Q1 2025	Communications & External Affairs
Objective 2	Conduct quarterly meetings with policy staff from potential member agencies to discuss strategies to reduce greenhouse gas emissions, promote electrification, and identify funding sources.	Quarterly	Communications & External Affairs
Objective 3	Host Quarterly Business Roundtables at OCPA to gather insights on programs and offerings that incentivize businesses to endorse the agency.	Quarterly	Communications & External Affairs
Objective 4	Host four community town halls to introduce programs and agency updates.	Quarterly	Communications & External Affairs
Objective 5	Produce webinars on billing, programs, and OCPA general information.	Quarterly	Communications & External Affairs
Objective 6	Engage key stakeholders in prospective member agencies to promote OCPA's mission and benefits to member agencies and customers.	Monthly	Communications & External Affairs
Objective 7	Develop and implement a strategy for identifying, educating, and enrolling new member agencies.	Q3 2024	Communications & External Affairs

Focus Area:		Prioritize Fiscal Sustainability & Affordability	Expected Completion Date	Assigned To
Objective 1	Maintain strong and stable financial growth by ensuring that OCPA rates are sufficient to generate returns and meet expenses.		January 2025	Finance & Data Analytics
Objective 2	Build the Rate Stabilization Reserves Fund to be in the range of 30-50% of total operating expenses starting FY2024/25.		June 2024	Finance & Data Analytics
Objective 3	Partner with a professional load forecasting consultant to develop and maintain 5-year long-term load forecasting and 15-day short-term load forecast, aiming to improve accuracy and mitigate financial risks.		Q4 2024	Finance & Data Analytics
Objective 4	Engage with a professional credit rating consultant to develop a planning roadmap aimed at obtaining a credit rating in 2027.		Q1 2025	Finance & Data Analytics
Objective 5	Create a comprehensive walkthrough of the OCPA Rate Design, aligning it with the projected 12-month revenue requirement for CY2025.		January 2025	Finance & Data Analytics
Objective 6	Reassess OCPA's Product Offerings, ensuring the integration of the most cost-effective and appropriate renewable resources.		Q4 2024	Finance & Data Analytics
Objective 7	Develop relationships with financial institutions capable of offering prepay structured financing services on Power Purchase Agreements with power suppliers.		June 2025	Finance & Data Analytics
Objective 8	Establish a new office location to optimize costs, accommodate the requirements of a public agency, and boost organizational efficiency by maintaining our own secure environment.		September 2024	Administration
Objective 9	Partner with cybersecurity professionals leveraging both current and new resources to examine and fortify our technology infrastructure, ensuring protection against evolving threats.		Q1 2025	Administration

Focus Area:	Move Toward a More Sustainable Electric Grid	Expected Completion Date	Assigned To
Objective 1	Implement the first OCPA local generation programs, establishing contracts for developing small-scale distributed storage facilities with a 1-5 megawatt capacity each.	Q4 2024	Power Resources
Objective 2	Establish precise metrics and effective tools to proficiently identify, avoid, and mitigate market and credit risks for OCPA.	Q1 2025	Power Resources
Objective 3	Create local partnerships with clean technology companies to advance emerging long-term energy storage and technologies.	Q2 2025	Power Resources
Objective 4	Forge partnerships with other CCAs to acquire shared resources, mitigate development risks, and capitalize on economies of scale.	Q4 2024	Power Resources
Objective 5	Create a more sustainable electric grid with measurable milestones above California's renewable energy goals.	Q4 2024	Power Resources
Objective 6	Create partnerships with member agencies to identify local development opportunities.	Q1 2025	Power Resources
Objective 7	Release at least two (2) long-term solicitations for renewable energy resources.	Q2 2025	Power Resources

Focus Area:		Expected Completion Date	Assigned To
Raising Awareness of OCPA & Informing People on the Advantages of Clean Energy			
Objective 1	Launch the Community Power Plan emphasizing diverse customer engagement, which will support the creation of customer programs in the upcoming years.	January 2025	Customer Programs
Objective 2	Communicate in culturally relevant ways by providing easily accessible information in multiple languages to reach diverse communities.	Monthly	Customer Programs
Objective 3	Establish grant opportunities for member agencies and customers to support electrification and energy efficiency.	June 2025	Customer Programs
Objective 4	Continue building positive relationships with multicultural, business, trade, environmental, non-governmental, and community-based organizations.	Monthly	Communications & External Affairs
Objective 5	Continue building relationships with media outlets, creating a steady drumbeat of news around milestones, and sustaining balanced and positive stories.	Monthly	Communications & External Affairs
Objective 6	Conduct tracking surveys annually in July 2024, 2025, and 2026, to measure awareness and perceptions.	Q3 2024	Communications & External Affairs
Objective 7	Develop a sustained outreach program for elected officials and their staff.	Q1 2025	Communications & External Affairs
Objective 8	Develop and implement a Supplier Diversity Plan that encourages doing business with OCPA and promotes diversity and inclusion for all OCPA communities.	Q1 2025	Communications & External Affairs
Objective 9	Create and implement an outreach plan re-engaging customers who previously opted out to encourage re-enrollment of at least 2% of non-OCPA customers.	Q4 2024	Communications & External Affairs

Focus Area: Strengthen Advocacy Efforts to Bolster Community Power & Amplify OCPA's Voice		Expected Completion Date	Assigned To
Objective 1	Ensure OCPA's policy platform aligns with organizational objectives and strategic priorities.	December 2024	Regulatory, Legislative, & Policy
Objective 2	Engage a wide range of stakeholders in developing and updating the OCPA Policy Platform.	June 2025	Regulatory, Legislative, & Policy
Objective 3	Enhance OCPA's legislative and regulatory advocacy efforts by developing an advocacy roadmap to engage with key stakeholders and legislators to ensure outcomes that are consistent with OCPA's strategic goals.	June 2025	Regulatory, Legislative, & Policy
Objective 4	Conduct at least six high-impact advocacy meetings with key legislators and stakeholders.	Annually	Regulatory, Legislative, & Policy
Objective 5	Develop and implement a regulatory monitoring framework to ensure all departments are consistently informed about regulatory changes and their implications.	June 2025	Regulatory, Legislative, & Policy

Focus Area:	Build an Exceptional Team	Expected Completion Date	Assigned To
Objective 1	Recruit Chief Operations Officer and all open positions in the 2024/2025 FY approved staffing plan.	June 2025	Administration /Human Resources
Objective 2	Expand employee professional development to include briefings with all OCPA teams for new staff and make learning sessions available to other team members to encourage continued collaboration.	Quarterly	Administration /Human Resources
Objective 3	Foster high employee engagement by establishing quarterly team-building opportunities for the OCPA team.	Quarterly	Administration /Human Resources
Objective 4	Hold an annual OCPA team offsite meeting to encourage continued planning, collaboration, and learning.	Q3 2024	Administration /Human Resources
Objective 5	Develop a recognition and awards platform for identifying individuals and organizations making significant contributions to sustainability efforts in the community, allowing OCPA to recognize and celebrate local accomplishments.	Q4 2024	Administration

COMPLETED GOALS

July 2023 – May 2024

Key Focus Area	Objective	Team
Recruitment and Retention of a Talented Team	Recruit permanent Chief Executive Officer.	Administration/ Human Resources
Recruitment and Retention of a Talented Team	Retain Executive Search Firm to assist with recruitment of Director of Power Services and Chief Operations Officer.	Administration/ Human Resources
Recruitment and Retention of a Talented Team	Recruitment of open positions.	Administration/ Human Resources
Recruitment and Retention of a Talented Team	Implementation of Cost-of-Living Increase.	Finance & Data Analytics
Recruitment and Retention of a Talented Team	Collaborate with other California CCAs on a comprehensive classification study and salary survey or pursue the development of an OCPA-specific comprehensive classification study and salary survey if no joint effort is possible.	Finance & Data Analytics/ Human Resources
Recruitment and Retention of a Talented Team	Establish and sustain a high-performing agency while developing comprehensive plans for remote, hybrid, and in-person work with human resources internal guidelines.	Finance & Data Analytics/ Human Resources
Rebuilding Public Trust	Complete 24-point Improvement Plan.	Finance & Data Analytics/ Communications & External Affairs
Rebuilding Public Trust	Continue building relationships with media outlets, create a steady drumbeat of news and milestones and cultivate an increase in neutral and positive stories.	Communications & External Affairs

Rebuilding Public Trust	Continue building positive relationships with non-governmental organizations, including businesses advocacy and trade associations, multicultural organizations, community-based-organizations and environmental and sustainability.	Communications & External Affairs
Branding/Marketing Communications/ Public Outreach & Engagement	Conduct primary research (survey and focus groups) to establish baseline awareness.	Communications & External Affairs
Branding/Marketing Communications/ Public Outreach & Engagement	Develop crisis communications/issues management plan.	Communications & External Affairs
Branding/Marketing Communications/ Public Outreach & Engagement	Leverage key insights from the primary research to refresh the existing marketing communications/public outreach and engagement plan.	Communications & External Affairs
Branding/Marketing Communications/ Public Outreach & Engagement	Update public outreach materials (e.g., website, brochures, fact sheets).	Communications & External Affairs
Branding/Marketing Communications/ Public Outreach & Engagement	Launch new brand campaign that is informed by primary research.	Communications & External Affairs
Branding/Marketing Communications/ Public Outreach & Engagement	Consider re-naming the entity to attract member agencies outside the region. Develop a naming strategy with creative rationale and new name options (July 2023). Test new names during the July/August 2023 survey and subsequent focus groups in September.	Communications & External Affairs
Financial Sustainability	Establish long-term disciplined fiscal and operational strategies to obtain an investment-grade credit rating in 2027.	Finance & Data Analytics
Financial Sustainability	Ensure rates are sufficient to generate returns and meet expenses, aiming to have the Rate Stabilization Reserves Fund in the range of 30-50% of total operating expenses from FY2024/2025 through FY2026/2027.	Finance & Data Analytics

Financial Sustainability	Conduct an annual rate design workshop with the Board to review and refine rate structures.	Finance & Data Analytics
Energy Procurement	Create/adopt energy procurement policy to guide future power purchase agreements.	Power Resources

Focus Area:	Enrich and Grow the OCPA Community	Expected Completion Date	Assigned To	Status	Update/Comments
Objective 1	Conduct an annual survey of prospective member agencies’ interests and needs.	Q1 2025	Communications & External Affairs	Complete	The annual survey was conducted in August 2024 and results will be processed during September 2024.
Objective 2	Conduct quarterly meetings with policy staff from potential member agencies to discuss strategies to reduce greenhouse gas emissions, promote electrification, and identify funding sources.	Quarterly	Communications & External Affairs	Ongoing+	Regular check-ins with member agency staff and other key stakeholders in policy, electric, or environmental industries.
Objective 3	Host Quarterly Business Roundtables at OCPA to gather insights on programs and offerings that incentivize businesses to endorse the agency.	Quarterly	Communications & External Affairs	In Progress	
Objective 4	Host four community town halls to introduce programs and agency updates.	Quarterly	Communications & External Affairs	In Progress	
Objective 5	Produce webinars on billing, programs, and OCPA general information.	Quarterly	Communications & External Affairs	In Progress	
Objective 6	Engage key stakeholders in prospective member agencies to promote OCPA's mission and benefits to member agencies and customers.	Monthly	Communications & External Affairs	Not Started	
Objective 7	Develop and implement a strategy for identifying, educating, and enrolling new member agencies.	Q3 2024	Communications & External Affairs	Ongoing+	A Prospective Member City Communications and Public Outreach plan has been developed and is being implemented with Fountain Valley.
Focus Area:	Prioritize Fiscal Sustainability & Affordability	Expected Completion Date	Assigned To	Status	Update/Comments
Objective 1	Maintain strong and stable financial growth by ensuring that OCPA rates are sufficient to generate returns and meet expenses.	Jan-25	Finance & Data Analytics	Complete	Staff collaborated with our energy counterparties and U.S. Bank to complete the transition of the entire \$14.7 million collateral posting requirement from letters of credit to cash posting, reducing financing costs and financial obligations since April 2024. Additionally, staff implemented several measures to mitigate customer rate shock in 2025 due to a substantial reduction in SCE's generation rates, increases in PCIA in January 2025, and a significant spike in energy costs for renewable energy (PCC1) and resource adequacy. These measures include deferring revenue of \$45 million from FY2023/24 to FY2024/25 and temporarily adjusting OCPA’s Smart Choice energy plan to 55% renewable energy + 40% carbon-free energy for 2025, with an increase to 60% renewable energy + 40% carbon-free energy for 2026.
Objective 2	Build the Rate Stabilization Reserves Fund to be in the range of 30-50% of total operating expenses starting FY2024/25.	Jun-24	Finance & Data Analytics	Complete	In June 2024, the Board approved the FY2024/25 OCPA Operating Budget, projecting the Rate Stabilization Reserves Fund (RSF) at 41% of total operating expenses for FY2024/25. For planning purposes, the RSF is projected to range between 37% and 57% of total operating expenses from FY2025/26 through FY2029/30.
Objective 3	Partner with a professional load forecasting consultant to develop and maintain 5-year long-term load forecasting and 15-day short-term load forecast, aiming to improve accuracy and mitigate financial risks.	Q4 2024	Finance & Data Analytics	Complete	In May 2024, OCPA partnered with Amperon, a specialist in risk mitigation through advanced demand forecasting, to develop a 5-year long-term load forecast for FY2024/25 through FY2029/30. This partnership also focuses on creating a short-term load forecast to mitigate financial risks in the day-ahead CAISO market.
Objective 4	Engage with a professional credit rating consultant to develop a planning roadmap aimed at obtaining a credit rating in 2027.	Q1 2025	Finance & Data Analytics	Complete	In August 2024, staff identified PFM Financial Advisory, a proven and experienced municipal financial advisor, to assist OCPA in developing a roadmap to achieve a credit rating by 2027. Securing an investment-grade credit rating will increase competition among energy procurement counterparties, potentially lowering energy costs. It will also eliminate the \$14.7 million collateral posting requirement, reduce transaction costs, and unlock innovative financing options for future growth and investments.

Objective 5	Create a comprehensive walkthrough of the OCPA Rate Design, aligning it with the projected 12-month revenue requirement for CY2025.	Jan-25	Finance & Data Analytics	Complete	In January 2025, staff presented a comprehensive walkthrough to the OCPA Board on the 2025 OCPA Rate Design, highlighting OCPA’s independent rate-setting process, key differences from IOUs, and the impact of PCIA on customer costs. The 2025 rate strategy maintains a 3% Basic Choice discount compared to SCE's generation rates, with Smart Choice and 100% Renewable Choice priced at 1 cent and 1.5 cents above Basic Choice, respectively. To address market volatility, rising energy costs, and SCE rate fluctuations, OCPA implemented mitigation measures, including deferring \$45M in revenue from FY23/24 to FY24/25, adjusting Smart Choice's renewable mix, and modifying default rates in Irvine and Buena Park. This deferred revenue reduced OCPA's operating reserve to \$45M but strategically positions it to address key financial needs, projecting a \$20M net position increase in FY24/25 and an operating reserve of \$65M (22%). Additionally, OCPA's NEM program continues to offer superior solar compensation compared to SCE’s NEM 3.0, reinforcing its role as a leading clean energy provider.
Objective 6	Reassess OCPA's Product Offerings, ensuring the integration of the most cost-effective and appropriate renewable resources.	Q4 2024	Finance & Data Analytics	Complete	To ensure cost-effective and appropriate renewable resources in OCPA's product offerings, staff evaluated market volatility, rising procurement costs, and fluctuating SCE generation rates, which have significantly impacted OCPA’s financial outlook. To mitigate these challenges, staff recommended an Ideal Scenario to maintain the 2024 rate design while adjusting Smart Choice's renewable mix to 55% renewable + 40% carbon-free in 2025 and 60% renewable + 40% carbon-free in 2026, returning to 100% renewable in 2027. Additionally, a temporary opt-down designates Smart Choice as the default for Irvine and Buena Park in 2025 and 2026, while allowing customers to opt up or down at any time. In December 2024, the Irvine City Council approved transitioning all customers to Basic Choice, and in January 2025, the Buena Park City Council approved transitioning all customers to Smart Choice. These strategic shifts help balance affordability, financial stability, and OCPA’s clean energy commitments.
Objective 7	Develop relationships with financial institutions capable of offering prepay structured financing services on Power Purchase Agreements with power suppliers.	Jun-25	Finance & Data Analytics	Ongoing+	Staff plans to introduce the prepay transaction initiative to the new board in Q3 2025.
Objective 8	Establish a new office location to optimize costs, accommodate the requirements of a public agency, and boost organizational efficiency by maintaining our own secure environment.	Sep-24	Administration	Complete	OCPA has officially moved into new office space at 15310 Barranca Parkway which provides the organization with a new Boardroom, private conference room/meeting space, and more space for the growing team while reducing operational costs.
Objective 9	Partner with cybersecurity professionals leveraging both current and new resources to examine and fortify our technology infrastructure, ensuring protection against evolving threats.	Q2 2025	Administration	In Progress	At our new office space, OCPA has its own network and firewall, reducing the potential for cyber threats. Additionally, staff is meeting with cyber professionals to support the Advanced Metering Infrastructure (AMI) audit requirements which will include pen testing and a review of OCPA's data standards and IT policies. The results of the IT audit will further strengthen OCPA's information and data practices.
Focus Area:	Move Toward a More Sustainable Electric Grid	Expected Completion Date	Assigned To	Status	Update/Comments
Objective 1	Implement the first OCPA local generation programs, establishing contracts for developing small-scale distributed storage facilities with a 1-5 megawatt capacity each.	Q1 2025	Power Resources	In Progress	The pilot Feed-in-Tariff program is planned to be deployed in the first quarter of 2025 instead of Q4 of 2024 to ensure alignment with customers’ feedback and assessments.
Objective 2	Establish precise metrics and effective tools to proficiently identify, avoid, and mitigate market and credit risks for OCPA.	Q1 2025	Power Resources	In Progress	The precise metrics will be developed by Q1 of 2025, including surveying industry best practices, baselines, and overall OCPA’s growth objectives.
Objective 3	Create local partnerships with clean technology companies to advance emerging long-term energy storage and technologies.	Q2 2025	Power Resources	In Progress	Ongoing progress on surveying technology companies with a local presence with sustainability and low or potential to lower the overall carbon footprint. Staff will attend RE+ 2024 to further the effort.

Objective 4	Forge partnerships with other CCAs to acquire shared resources, mitigate development risks, and capitalize on economies of scale.	Q4 2024	Power Resources	In Progress	Continued participation with CalCCA’s committees and discussion groups – resource procurement, risk management, compliance, and modeling. In addition, outreach to other CCAs have provided actionable insights; and this will be a continued effort to build relationships and forge partnership in power procurement. Lastly, taking next steps in joining CA Community Power (CCPower) to leverage a larger pool of buying power.
Objective 5	Create a more sustainable electric grid with measurable milestones above California’s renewable energy goals.	Q1 2025	Power Resources	In Progress	Successfully awarded a significant portion of CA RPS-eligible Power Content Category 1 (PCC1) Renewable Energy Credits (RECs) in August 2024 for the calendar year 2025 that provides more certainty for OCPA’s customer 100% product choice while continuing to exceed CA RPS requirements. With the recent softening of market prices along with the development of the Implementation Plan for Fountain Valley, adjusting the expected completion to Q1 of 2025 will better align with the schedule.
Objective 6	Create partnerships with member agencies to identify local development opportunities.	Q1 2025	Power Resources	In Progress	Dovetailing Objective No. 1 to implement a local generation program, OCPA staff is continuing to work on feasibilities and identifying opportunities with member agencies, including locations with high potential. The expected completion date for this Objective is adjusted to Q2 of 2025 to align with the completion of Objective No. 1.
Objective 7	Release at least two (2) long-term solicitations for renewable energy resources.	Q2 2025	Power Resources	Not Started	With the solicitation RFP issued in March of 2024 for long-term renewable energy and incremental capacity supply, negotiations with the short-listed proposers are ongoing and will evaluate and determine whether one or two additional long-term solicitations should be released by Q2 of 2025 in the subsequent update.

Focus Area:	Raising Awareness of OCPA & Informing People on the Advantages of Clean Energy	Expected Completion Date	Assigned To	Status	Update/Comments
Objective 1	Launch the Community Power Plan (CPP) emphasizing diverse customer engagement, which will support the creation of customer programs in the upcoming years.	Jan-25	Customer Programs	Complete	Work is underway for the Community Power Plan with the formal launch happening in Q1 2025.
Objective 2	Communicate in culturally relevant ways by providing easily accessible information in multiple languages to reach diverse communities.	Monthly	Customer Programs	Ongoing+	Numerous documents and videos have been translated into multiple languages including the latest postcard. OCPA has a relationship with a responsive translation service to support in expanding language access for all relevant materials.
Objective 3	Establish grant opportunities for member agencies and customers to support electrification and energy efficiency.	Jun-25	Customer Programs	Complete	OCPA has been selected to as a sub-grantee for the Equitable Building Decarbonization Direct Install (EBD DI) Program through the California Energy Commission. As a partner on this program, OCPA will promote among under-resourced and low-income communities in member cities the opportunity for residential customers to electrify their homes at no cost. Moreover, electrification and energy efficiency programs will be researched as part of the Community Power Plan which is launching this March 2025.
Objective 4	Continue building positive relationships with multicultural, business, trade, environmental, non-governmental, and community-based organizations.	Monthly	Communications & External Affairs	Complete	OCPA is a member of many chambers including most multicultural and munipical chambers that overlap our customers. Meetings with multicultural organizations happen monthly, most recently with the South Coast Chinese Cultural Association and the Vietnamese Chamber of Fountain Valley.
Objective 5	Continue building relationships with media outlets, creating a steady drumbeat of news around milestones, and sustaining balanced and positive stories.	Monthly	Communications & External Affairs	Ongoing+	A list of media contacts has been developed and is continuously evolving. We continue outreach to local media outlets to provide deskside updates on OCPA.
Objective 6	Conduct tracking surveys annually in July 2024, 2025, and 2026, to measure awareness and perceptions.	Q3 2024	Communications & External Affairs	Complete	The annual survey was conducted in August 2024 and results will be processed during September 2024.
Objective 7	Develop a sustained outreach program for elected officials and their staff.	Q1 2025	Communications & External Affairs	In Progress	
Objective 8	Develop and implement a Supplier Diversity Plan that encourages doing business with OCPA and promotes diversity and inclusion for all OCPA communities.	Q1 2025	Communications & External Affairs	In Progress	OCPA is represented at many local small business and supplier diversity forums to broaden reach and provide information on ways to work with us. Activities include tabling at regional procurement days, attending conferences, and meeting with small business owners to explore services and partnerships.

Objective 9	Create and implement an outreach plan re-engaging customers who previously opted out to encourage re-enrollment of at least 2% of non-OCPA customers.	Q1 2025	Communications & External Affairs	In Progress	
Focus Area:	Strengthen Advocacy Efforts to Bolster Community Power & Amplify OCPA's Voice	Expected Completion Date	Assigned To	Status	Update/Comments
Objective 1	Ensure OCPA's policy platform aligns with organizational objectives and strategic priorities.	Jan-25	Regulatory, Legislative, & Policy	Complete	OCPA Policy Platform updated and approved by Board in January 2025 following a robust stakeholder input process.
Objective 2	Engage a wide range of stakeholders in developing and updating the OCPA Policy Platform.	Jan-25	Regulatory, Legislative, & Policy	Complete	The Community Advisory Committee, public, member jurisdictions, and community based organizations were engaged for the Policy Platform update.
Objective 3	Enhance OCPA's legislative and regulatory advocacy efforts by developing an advocacy roadmap to engage with key stakeholders and legislators to ensure outcomes that are consistent with OCPA's strategic goals.	Jun-25	Regulatory, Legislative, & Policy	In Progress	
Objective 4	Conduct at least six high-impact advocacy meetings with key legislators and stakeholders.	Annually	Regulatory, Legislative, & Policy	In Progress	February - Sacramento March - Washington D.C. June - Assemblymember Cottie Petrie-Norris October, Washington D.C. December - in District meetings with State and Federal legislators
Objective 5	Develop and implement a regulatory monitoring framework to ensure all departments are consistently informed about regulatory changes and their implications.	Jun-25	Regulatory, Legislative, & Policy	In Progress	
Focus Area:	Build an Exceptional Team	Expected Completion Date	Assigned To	Status	Update/Comments
Objective 1	Recruit Chief Operations Officer and all open positions in the 2024/2025 FY approved staffing plan.	Jun-25	Administration /Human Resources	In Progress	Three recruitments for the OCPA Power Resources Team will be released in Q1 2025.
Objective 2	Expand employee professional development to include briefings with all OCPA teams for new staff and make learning sessions available to other team members to encourage continued collaboration.	Quarterly	Administration /Human Resources	Complete	In June 2024, staff received two comprehensive foundational trainings related to the western energy grid, energy portfolio considerations, state Renewable Portfolio Standards program, and the day ahead and real-time markets. Staff are also participating in Brown Bag Sessions where staff train each other on individual expertise and strengths. The first Brown Bag Session was on Resource Adequacy which was led by the Finance & Risk Manager. Sessions are already scheduled for February and March.
Objective 3	Foster high employee engagement by establishing quarterly team-building opportunities for the OCPA team.	Quarterly	Administration /Human Resources	Complete	Staff and Board members came together for a Welcome BBQ on the first day at our new office to celebrate the large milestone and reflect on the impact we have made as an organization. OCPA's Senior HR Analyst has kicked off a Brown Bag series connecting staff on a monthly basis. Other oportunities include monthly birthday and anniversary celebrations of staff that give the team time to connect.
Objective 4	Hold an annual OCPA team offsite meeting to encourage continued planning, collaboration, and learning.	Q3 2024	Administration /Human Resources	Complete	In November, OCPA's Senior HR Analyst coordinated a team-building day that included reflections on 2024 accomplishments and opportunities to connect and engage outside of regular duties.
Objective 5	Develop a recognition and awards platform for identifying individuals and organizations making significant contributions to sustainability efforts in the community, allowing OCPA to recognize and celebrate local accomplishments.	Q4 2024	Administration	Complete	OCPA hosted our first Open House and Community Impact Awards in October of 2024. The first year was a great turnout and we look forward to growing and expanding the influence of this event.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 8.1

To: Orange County Power Authority Board of Directors

From: Pat Jacquez-Nares, Board Clerk and Assistant to the CEO

Approved by: Joe Mosca, Chief Executive Officer

Subject: ADOPT THE 2025 MEETING SCHEDULE

Date: February 10, 2025

RECOMMENDED ACTION

1. Discuss and set the annual meeting dates for the Board of Directors regular meetings.
2. Adopt Resolution No. 2025-XX, A Resolution of the Board of Directors of Orange County Power Authority, Setting the Regular Meetings of the Board of Directors for 2025.

BACKGROUND

On January 22, 2022, the Board of Directors set their 2025 Board meeting dates for the third Monday of each month at 4:30 p.m. However, after the meeting calendar was set, it was discovered that the third Monday of the month did not work for all Board Members. Therefore, staff has agendaized this item for additional discussion and for the Board Members to set the new Board regular meeting dates if desired.

To help facilitate a date that works for all Board Members, the Clerk of the Board inquired about the Board Members' availability. Although responses were not received from all Board Members, the following potential dates should be considered by the Board: the second, third, and fourth Wednesdays and the first and second Thursdays, each with a potential 4:30 p.m. start time.

The Ralph M. Brown Act (Cal. Gov. Code § 54950 *et seq.*) provides that the legislative body of each local agency shall provide, by ordinance, resolution, bylaws, or other rule, the time and place for holding its regular meetings. For the 2024 calendar year, the Board of Directors held their meetings predominantly on the 2nd Tuesday of each month, except when holidays required an adjustment, at the Travelers Building, 3333 Michelson Dr., Irvine, CA 92612, in the Palm Room, and at 15310 Barranca Parkway, Suite 250, Irvine, CA 92618.

FISCAL IMPACT

None

ATTACHMENTS

- Attachment A – Resolution No. 2025-XX: A Resolution of the Board of Directors of Orange County Power Authority Setting the Regular Meetings of the Board of Directors for 2025.
- Attachment B – Spreadsheet with holidays and the represented member cities governing board meetings.

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ORANGE COUNTY POWER AUTHORITY SETTING THE
REGULAR MEETINGS OF THE BOARD OF DIRECTORS FOR
2025

A. Orange County Power Authority (“OCPA”) is a joint powers authority formed pursuant to the Joint Exercise of Powers Act (Cal. Gov. Code § 6500 *et seq.*), California Public Utilities Code § 366.2, and a Joint Powers Agreement effective on November 20, 2020.

B. The Ralph M. Brown Act (Cal. Gov. Code § 54950 *et seq.*) provides that the legislative body of each local agency shall provide, by ordinance, resolution, bylaws, or other rule, the time and place for holding its regular meetings.

C. The Board of Directors seeks to establish a new date, time and meeting location for all regular meetings of the Board of Directors for the 2025 calendar year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Orange County Power Authority as follows:

Section 1. For the 2025 calendar year, regular meetings of the Board of Directors shall take place on the dates set forth below and shall begin at 4:30 p.m. All regular meetings shall take place at 15310 Barranca Parkway, Suite 250, Irvine, CA 92618. OCPA’s meetings may be held fully or partially by videoconference or teleconference as authorized by applicable law.

TABLE TO BE INSERTED AFTER THE DATES HAVE BEEN APPROVED.

Section 2. The Board of Directors shall have the power to change the time or location of any regular meetings by amending or replacing this resolution, or cancel such meetings, or call special meetings with proper notice. Special and adjourned meetings of the Board of Directors may be called and held in the manner authorized by the Ralph M. Brown Act (Cal. Gov. Code § 54950 *et seq.*), as may be amended from time to time.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Directors of the Orange County Power Authority held on February 10, 2025.

Pat Jacquez-Nares
Authority Secretary
Orange County Power Authority

OCPA BOARD OF DIRECTORS 2025 Meeting Dates												
Holidays			OCPA (4:30 p.m.) 3rd Monday		Buena Park (5:00 p.m.) 2nd & 4th Tuesdays		Irvine (4:00 p.m.) 2nd & 4th Tuesday		Fullerton (5:30 p.m.) 1st & 3rd Tuesdays		Fountain Valley (6:00 p.m.) 1st & 3rd Tuesdays	
Wed & Mon	Jan. 1 & 20	New Year's & MLK	Wednesday	Jan. 22	Tuesday	Jan. 14 & 28	Tuesday	Jan. 14 & 28	Tuesday	Jan. 7 & 21	Tuesday	Jan. 7 & 21
Monday	Feb. 17	President's	Monday	Feb. 10	Tuesday	Feb. 11 & 25	Tuesday	Feb. 11 & 25	Tuesday	Feb. 4 & 18	Tuesday	Feb. 4 & 18
Monday	Mar. 31	Cesar Chavez	Monday	Mar. 17	Tuesday	Mar. 11 & 25	Tuesday	Mar. 11 & 25	Tuesday	Mar. 4 & 18	Tuesday	Mar. 4 & 18
Monday	Apr.	None	Monday	Apr. 21	Tuesday	Apr. 8 & 22	Tuesday	Apr. 8 & 22	Tuesday	Apr. 1 & 15	Tuesday	Apr. 1 & 15
Monday	May 26	Memorial	Monday	May 19	Tuesday	May 13 & 27	Tuesday	May 13 & 27	Tuesday	May 6 & 20	Tuesday	May 6 & 20
Thursday	Jun. 19	Juneteenth	Monday	Jun. 16	Tuesday	Jun. 10 & 24	Tuesday	Jun. 10 & 24	Tuesday	Jun. 3 & 17	Tuesday	Jun. 3 & 17
Friday	Jul. 4	Independence	Monday	Jul. 21	Tuesday	Jul. 8 & 22	Tuesday	Jul. 8 & 22	Tuesday	Jul. 1 & 15	Tuesday	Jul. 1 & 15
<i>August</i>	<i>DARK</i>	<i>DARK</i>	<i>Monday</i>	<i>Aug. 18</i>	Tuesday	Aug. 12 & 26	Tuesday	Aug. 12 & 26	Tuesday	Aug. 5 & 19	Tuesday	Aug. 5 & 19
Monday	Sep. 1	Labor	Monday	Sep. 15	Tuesday	Sep. 9 & 23	Tuesday	Sep. 9 & 23	Tuesday	Sep. 2 & 16	Tuesday	Sep. 2 & 16
Monday	Oct. 13	Columbus	Monday	Oct. 20	Tuesday	Oct. 14 & 28	Tuesday	Oct. 14 & 28	Tuesday	Oct. 7 & 21	Tuesday	Oct. 7 & 21
Tue-Thu-Fri	Nov. 11 & 27-28	Veterans & Thanksgiving	Monday	Nov. 17	Tuesday	Nov. 11 & 25	Tuesday	Nov. 11 & 25	Tuesday	Nov. 4 & 18	Tuesday	Nov. 4 & 18
Thursday	Dec. 25	Christmas	Monday	Dec. 15	Tuesday	Dec. 9 & 23	Tuesday	Dec. 9 & 23	Tuesday	Dec. 2 & 16	Tuesday	Dec. 2 & 16

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 8.2

To: Orange County Power Authority Board of Directors

From: Pranesh Venugopal, Energy Programs Manager
Jacquie Henderson, Director of Communications and External Affairs

Approved by: Joe Mosca, Chief Executive Officer

Subject: GRANT FUNDING APPROVAL FOR EQUITABLE BUILDING
DECARBONIZATION PROGRAM PARTNERSHIP

Date: February 10, 2025

RECOMMENDED ACTION

1. Approve the execution of the Memorandum of Understanding (MOU) between Orange County Power Authority (OCPA) and the County of Los Angeles for participation in the California Energy Commission (CEC) Equitable Building Decarbonization Direct Install (EBD-DI) Program.
2. Authorize the Chief Executive Officer to finalize and execute the MOU, including any non-substantive modifications.

BACKGROUND

The Equitable Building Decarbonization Program (EBD) is a statewide program through the California Energy Commission (CEC). State and federal funds are allocated to two efforts: a direct install program and an incentive program. Both programs incentivize installation of all-electric appliances, energy efficiency and weatherization measures, and related building upgrades. Targeted program participants are low-income households living in single-family, multifamily, and mobile dwellings in under-resourced communities.

The goals of the Equitable Building Decarbonization Program are to reduce greenhouse gas emissions in homes and advance energy equity. In addition to reducing greenhouse gas emissions, the Equitable Building Decarbonization Program will strive to encourage resiliency to extreme heat, improve indoor air quality, improve energy affordability, provide electric grid support, and increase payment of prevailing wage to the implementing workforce. This is a first of its kind program in its scale being state-wide, and its goal of specifically reaching low- and middle-income residents in a variety of household types.

Initial Community Focus Areas

An equitable approach was used to identify communities within each sub-region in the Initial Community Focus Areas (ICFAs). Geospatial data was utilized to identify census tracts with highest portions of low-income population and CARE/FERA participation, in proximity to the worst air quality and pollution sources, at the greatest risk for natural disaster, and most impacted by energy and housing burden. More detail on the selection criteria is included in Attachment 2. The ICFA identified for Orange County is Buena Park based on residents' exposure to high pollution, lack of green space, and high risk of flooding. Buena Park is also in close proximity to both Superfund sites and Risk Management Plan facilities. There will be opportunity to expand the program into additional OCPA member cities with justification and CEC approval.

All households served by the program must be in an under-resourced community, in addition to meeting the program's Household/Property Eligibility Requirements. For this program, an under-resourced community is defined as a community located in one or more of the following geographic areas:

- Disadvantaged communities designated by the California Environmental Protection Agency for purposes of Senate Bill 535 (required for at least 65 percent of expenditures in each of the northern, central, and southern regions).
- Census tracts with median household incomes at or below 80 percent of the statewide median income.
- Census tracts with median household incomes at or below the threshold designated as low-income by the Department of Housing and Community Development.

In addition, households that are within one half-mile of a disadvantaged community will be eligible for the program. These households must also meet the Household/Property Eligibility Requirements. In alignment with California Climate Investment requirements, the program will target 5 percent of funding in areas that are outside but within one half-mile of disadvantaged communities.

Program Administration

Regional Administrators for North, Central, and Southern California have been selected through a rigorous and competitive solicitation process. The County of Los Angeles was selected as the lead administrator for Southern California and received \$328,977,740 in funding for the 2024-2029 period.

OCPA submitted a commitment letter to support the Direct Install portion of the program (EBD-DI) if funds are awarded, by marketing it in ICFAs if OCPA member cities are selected. Partner agencies selected to support The County of Los Angeles in the Southern region are as follows and are considered the Southern California Equitable Building Decarbonization Coalition:

- San Diego Community Power
- Clean Energy Alliance
- Inland Regional Energy Network
- SoCal Regional Energy Network
- South Bay Cities Council of Governments
- San Gabriel Valley City Council of Governments
- Western Riverside City Council of Governments
- Gateway Cities Council of Governments
- Orange County Power Authority

As a member of the Southern California Equitable Building Decarbonization Coalition, OCPA will play a key role in advancing the program's mission by leveraging organizational expertise and community connections.

OVERVIEW

Participation in the EBD-DI program offers significant benefits for OCPA, member cities, and the broader Orange County community, including the following:

- **Equitable Access to Clean Energy Upgrades:** The program provides no-cost decarbonization upgrades for low- and moderate-income households, directly improving energy efficiency and reducing greenhouse gas emissions in disadvantaged communities.
- **Enhanced Community Engagement:** Partnering with local community-based organizations (CBOs) and leveraging their expertise strengthens trust with and reach into underserved populations, aligning with OCPA's commitment to equity and inclusion.
- **Increased Customer Value:** By helping customers access energy-saving technologies, OCPA enhances its value proposition, demonstrating leadership in sustainability and energy equity.
- **Strengthened Partnerships:** Collaborating with other CCAs and stakeholders in the region builds partnerships that could support future energy programs and initiatives.

Primary responsibilities for OCPA as a partner agency supporting the EBD-DI program are as follows:

- **Outreach:** Conduct culturally relevant and community-focused outreach activities, including:

- Community workshops, town halls, and informational booths at local events.
- Digital campaigns leveraging social media, newsletters, and websites.
- Distribution of print materials (flyers, brochures, and posters) at community centers and local businesses.
- Serve as the initial point of contact for participants, connecting interested households to the Program Implementer (ICF) for eligibility screening and enrollment.
- Customize outreach materials to align with the specific needs of participating communities and promote engagement with local contractors and trade allies.
- **Educational Activities**
 - Organize and deliver educational workshops and demonstrations to inform residents about decarbonization technologies such as heat pumps and induction cooktops.
 - Share success stories and testimonials to build trust and encourage enrollment.
 - Collaborate with local schools, churches, and community groups to co-host events and embed outreach efforts into community activities.
 - Provide multilingual educational materials to ensure accessibility across diverse communities.
- **Participant Handoff**
 - Identify and connect potential participants with the Program Implementer to complete eligibility screening and program enrollment.
 - Facilitate follow-up surveys to ensure participant satisfaction and program feedback.
 - Submit monthly lists of interested participants to the Program Implementer.

Community-Based Organization Support

OCPA issued a Request for Qualifications (RFQ) on January 13, 2025, with responses due by February 13, 2025, to identify outreach partners to support both the Community Power Plan (CPP) and the EBD-DI program. Organizations selected to support the EBD-DI program will conduct targeted outreach and education efforts, emphasizing disadvantaged and hard-to-reach communities. The partners will play a critical role in executing outreach, education, and enrollment activities.

Following execution of the contract(s) with CBO outreach partners, OCPA and the partner organizations will work together on outreach, education, and participant engagement efforts. The outreach effort will be front-loaded, with the duration and intensity determined during program planning. For the remainder of the five-year program, OCPA will focus on final reporting and program close-out activities. A significant portion of the critical work for OCPA is anticipated to take place during the second and third quarters of 2025. In this time, as more details around the program are determined and OCPA's contribution is detailed, it may be determined that a portion of the grant funds will be best utilized to onboard additional staff support.

Budget

The total funds allocated to OCPA to support the EBD-DI program are \$771,170. Funds will be distributed in the form of expense reimbursement with OCPA submitting a reimbursement form monthly. The current fund allocation is \$474,482 for OCPA's direct activities and \$296,688 for subcontractor services to amplify engagement and outreach within the region. This distribution is negotiable upon execution of the Memorandum of Understanding (MOU).

The term of this MOU is March 1, 2025, through December 31, 2029. The agreement incorporates CEC Terms and Conditions, as stipulated by the County of Los Angeles and the CEC contract. Notably, OCPA is one of many Community Choice Aggregators (CCAs) partnering with the County of Los Angeles on this program.

NEXT STEPS

OCPA received the MOU from the County of Los Angeles and has provided it to legal counsel for review. Upon document signature and submission back to the County of Los Angeles, OCPA will commence program activities in March 2025, focusing on outreach and education to maximize awareness and education and begin building a participation pipeline.

FISCAL IMPACT

OCPA's program budget of \$474,482 and associated subcontractor costs of \$296,688 will be funded entirely through CEC grant funds. There is no direct fiscal impact on OCPA's general fund.

ATTACHMENTS

Attachment A – Memorandum of Understanding between OCPA and County of Los Angeles.

Attachment B – Southern California Coalition for the Statewide EBD Program overview

MEMORANDUM OF UNDERSTANDING BETWEEN
THE LOS ANGELES COUNTY INTERNAL SERVICES DEPARTMENT AND
SOUTHERN CALIFORNIA EQUITABLE BUILDING DECARBONIZATION COALITION

RELATING TO
REGIONAL PARTNERSHIPS FOR THE IMPLEMENTATION OF THE
CALIFORNIA ENERGY COMMISSION EQUITABLE BUILDING DECARBONIZATION DIRECT
INSTALL PROGRAM

This Memorandum of Understanding ("MOU") is made and entered into on March 1, 2025, by and between the County of Los Angeles (County), through its Internal Services Department ("ISD"), and Orange County Power Authority (OCPA), a member of the Southern California Equitable Building Decarbonization (SoCal EBD) Coalition, who together are implementing the California Energy Commission (CEC) Equitable Building Decarbonization (EBD) Direct Install (DI) Program. The EBD DI Program will accelerate large-scale residential building decarbonization efforts underway in Southern California for single-family homes, multifamily properties, manufactured housing, and public housing in disadvantaged communities. Specifically, OCPA will be responsible for conducting tailored and culturally relevant marketing, education, and outreach (ME&O) activities to inform and engage potential participants about EBD, the EBD DI Program, and its benefits. Activities will be informed by deep knowledge of the local needs, challenges, opportunities, and resources of communities, and delivered through established relationships.

I. PURPOSE

ISD, as the lead agency for implementation of the County's energy and environmental initiatives, is the recipient and administrator of the CEC EBD DI Grant Program for the Southern California region. On November 6, 2024, the Los Angeles County Board of Supervisors approved the acceptance of the 2024-2029 grant award to accelerate large scale residential building decarbonization funded by the EBD DI Program. ISD received an award of **\$328,977,740¹** from the CEC.

The approved grant budget by the CEC, for Calendar Years 2024-2029, will provide regional engagement, outreach, and implementation support for the CEC Southern California Equitable Building Decarbonization Direct Install Program. Los Angeles County has requested assistance with general program design and support, program marketing, regional engagement support, energy planning, education and training, agency recognition, program motivation and competition, and identification of pilot activities. Community-based organizations (hereinafter CBOs) shall be guided in their work by program documents provided by ISD, as well as ongoing coordination with the designated Los Angeles County task lead.

The purpose of the MOU is for OCPA to assist with the implementation of the CEC's

¹ Contingent upon USDOE HOMES approved funding.

Equitable Building Decarbonization program which seek to leverage their knowledge and perspective of their unique communities to increase the overall visibility and presence of projects, partnerships, and programs, generating new enrollments and registrations with communities and their members within their geographic region of influence, especially in hard to reach and disadvantaged communities; also, to support the program's efforts related to project identification with prioritized communities within the respective region, and to coordinate and deliver education and training activities to enrolled communities and their members. Finally, OCPA will work with Los Angeles County to identify further potential strategies and activities to support the CEC EBD DI program and ensure all deliverables as it concerns their specific communities.

II. TERM OF MOU

This MOU shall be effective from March 1, 2025 through December 31, 2029, or until such time , or either ISD or OCPA decides to terminate this MOU.

III. COMPENSATION FOR SERVICES

ISD shall pay OCPA for its performance of services as described in the attached Scope of Work, and the payment shall constitute full and complete compensation for OCPA's services including administration and administrative support, marketing, education, and outreach activities of the aforementioned program in OCPA's respective local community. Said compensation shall be paid by ISD out of its 2024-2029 allocation of CEC funds, for allowable costs to be incurred for the express purposes specified. The parties understand and agree that such payment shall be conditioned upon the allocation determined by the CEC of said funds to ISD-EID. Said funds shall be paid in accordance with the budget, which shall be provided on a yearly basis by ISD, as established in the program agreement with the CEC. Any money received by OCPA hereunder, and not incurred for costs pursuant hereto, and/or during the term of this MOU, shall be returned to ISD upon the expiration of the County Fiscal Years in which OCPA incurred costs for the Program.

IV. INVOICING, REPORTING & PAYMENTS

ISD will receive monthly invoices from OCPA and shall review the invoices to ensure the following:

- (1) That OCPA activities are consistent with the Scope of Work (SOW) contained in this MOU; and
- (2) That sufficient budgetary authorization exists.

The following Invoicing, Reporting and Payment Requirements are applicable to the SOW:

- (1) Time and Material Basis; Not to Exceed. All work will be performed on a

time and material basis and subject to the general provisions set forth below.

General Provisions

- (1) All charges shall be directly identifiable to, and required for, the authorized work or activity.
- (2) OCPA shall notify the ISD agent responsible for the MOU at such time that OCPA reasonably ascertains that the forecasted cumulative charges may exceed any budgets authorized (whether by task, total amount authorized, or both) by either the County or OCPA.
- (3) Labor Related Costs Under Time and Material Basis. To the extent applicable, OCPA shall invoice ISD, at the fixed hourly rates or Monthly Salary Rates for the applicable labor categories, for the performance of the authorized work by the OCPA's employees or agents as established in the ISD and CEC EBD agreement under the OCPA's respective budget form, as entered in the Direct Labor tab for rate caps. Such fixed hourly rates or Monthly Salary Rates shall be inclusive of all of the OCPA's overhead costs (including all taxes and insurance), administrative and general fees. All labor related costs shall be charged at cost, without mark-up, and shall be necessary, reasonable, and ordinary. ISD will only reimburse for actual direct labor expenses incurred, not to exceed the rates specified in the Agreement. Rates must include dollars and cents.
- (4) Expenses. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable, and ordinary. Expenses shall also comply with federal, State, and County expense policies.
- (5) Material and Miscellaneous Costs. Material and Miscellaneous Costs shall be substantiated with supporting documents and an invoice stating the unit price, quantity, and other information as required to identify the authorized work or activity. Materials are items under the agreement that do not meet the definition of Equipment and must be project-related. Food and drinks are not reimbursable expenses.
- (6) Subcontract Costs and Subcontractors. Subcontracted work or activities shall be charged at the rates actually paid by OCPA. OCPA shall provide ISD with an additional invoice for any OCPA invoice that includes Subcontractor costs. OCPA shall at all times be responsible for the services or deliverables which are to be provided by OCPA or its Subcontractors, and for the acts and omissions of Subcontractors and persons directly or indirectly engaged by the Subcontractors. All expenses shall be charged at cost, without mark-up and must follow the same labor related costs established by CEC guidelines.

- (7) Travel Costs. All travel costs are reimbursed at state rates, subject to any state-wide prohibition on travel, except in agreements between the Energy Commission and a UC campus or the Federal Government. OCPA will only receive reimbursement for travel costs for transportation (i.e. Flights, car rental, mileage, taxi) and lodging at state rates. All other travel related costs, such as meals and incidental expenditures, are not covered. OCPA must obtain written pre-approval from ISD for all travel listed on the agreement budget forms, in accordance with the terms and conditions of this MOU. Approved air travel costs shall in no case exceed the cost of economy or coach fares where said fares are reasonably available. A copy of an airfare receipt indicating the final cost for the trip as well as applicable supporting documents showing the traveler's starting point, travel destination, departure and return, and the purpose of the trip are required for each air travel reimbursement. Automobile travel from the County agents or representatives' office to any Program job site, function or activity shall be paid at applicable County travel expense rates and mileage. Either a mileage log showing miles driven for each trip or a Google Maps/ equivalent application printout showing the travel path shall be provided by OCPA for each mileage reimbursement request.
- (8) Records. OCPA shall maintain, for a period of five (5) years after final payment, complete accounting records (and supporting documentation) of all invoiced costs. The County reserves the right to audit and copy any applicable documents related to the Work hours, all costs and expenses invoiced, and task completion records. Each invoice shall list the number of the Contract covered by each such invoice.
- (9) Key Personnel. OCPA will appoint a CBO representative who will be the primary contact between OCPA and the ISD, and who will be authorized to act on behalf of the OCPA. Such appointment shall be communicated in writing to ISD as soon as reasonably practicable, following the execution of this MOU. OCPA shall promptly notify ISD of any intended reassignment or proposed replacement of the key personnel who will be submitting invoicing and reporting information to ISD.
- (10) Activities Outside of Program Scope. ISD shall not be required to pay OCPA for any activities undertaken by OCPA that are outside of the Scope of this MOU, but that are otherwise invoiced by OCPA.
- (11) Invoicing Requirements: OCPA shall provide a monthly invoice to ISD within the 7th calendar day of every month for all reimbursable expenses incurred performing work under this Agreement in compliance with the Terms and Conditions for the prior month. Invoices must separate and distinguish Marketing, Education, Outreach, Planning and Material Development-Related, and Administrative activity costs. The invoice and supporting

documents are for work performed by OCPA and its Subcontractors.

- (12) Invoice Deficiencies. In the event ISD determines that OCPA's (or any of its Subcontractors' that are included for payment) invoices do not meet the invoicing requirements of the MOU, lack accounting transparency, and/or lack sufficient material support, ISD will notify OCPA of the deficiencies and OCPA shall promptly correct such deficiencies. ISD has the right to review and approve the data and the methods used to develop the invoice documentation. However, the failure of ISD to conduct such review or grant such approval shall not relieve OCPA from its responsibilities and obligations under a particular invoice.
- (13) Payment by ISD. ISD shall pay undisputed charges within net thirty (30) days of receiving invoices that follow the requirements set forth in this MOU. ISD has the right to withhold payment of particular charges that ISD disputes in good faith, pending the resolution of the dispute, and ISD will provide OCPA with notice of the amounts being withheld and the reasons for the dispute.

V. ISD RESPONSIBILITIES

- A. ISD shall periodically monitor the project performance by OCPA on programs/projects activities by review of project records and meetings with OCPA's staff. ISD shall promptly notify OCPA of changes in any regulatory requirements, specifically governing the administration of funds, that become effective following the execution of this MOU.
- B. ISD may, after review and evaluation of the programs, modify the amount of funds designated for the programs, and/or require OCPA to implement changes in the scope of services to be performed by OCPA, in alignment with the agreement established between ISD and CEC.
- C. ISD authorizes OCPA staff to assist the CEC EBD DI Program in accordance with all applicable federal, State, and County laws and regulations. Where necessary, ISD shall make available designated staff to work with OCPA staff designated to assist the program on project-related activities.

VI. AMENDMENT TO MOU

ISD may modify the amount of funds designated to assist the OCPA programs and/or modify the scope of services to be performed, subject to costs incurred or encumbered by contractual agreement, in alignment with the agreement established between ISD and CEC. However, any other changes to this MOU must be accomplished by written consent of both parties.

VII. *TERMINATION OF MOU*

Either party may terminate this MOU by giving the other party 30 days written notice.

VIII. List of Attachments

- A. Scope of Work
- B. Budget
- C. Schedule of Products
- D. CEC EBD DI Program Terms and Conditions
- E. DOE HOMES Terms and Conditions
- F. CEC Invoice Template

[Signatures continue on the following
page.]

SIGNATURES

IN WITNESS WHEREOF, the ISD and the Orange County Power Authority, by and through their duly authorized representatives have caused this MOU to be subscribed to on the day and year first above written.

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

By _____
Michael Owh,
DIRECTOR

Date ____/____/____

ORANGE COUNTY POWER
AUTHORITY

By _____
Joseph M. Mosca
CHIEF EXECUTIVE OFFICER

Date ____/____/____

APPROVED AS TO FORM

County Counsel

ATTACHMENT A

SCOPE OF WORK

Scope of Work (SOW) for Community Energy Partner: Orange County Power Authority

The primary objective of this Scope of Work is to outline the roles, responsibilities, and approved activities for Orange County Power Authority (OCPA), a community choice aggregator (CCA) participating in the California Energy Commission (CEC) Equitable Building Decarbonization Direct Install (EBD DI) Program in the Southern Region as a Program Partner (“Partner”). OCPA will complete the tasks outlined below under the direction of the Program Administrator, County of Los Angeles (LA County).

Program Overview

The EBD DI Program will accelerate large-scale residential building decarbonization efforts underway in Southern California for single-family homes, multifamily properties, manufactured housing, and public housing in disadvantaged communities. The Program includes community-based organization (CBO) and Partner-led marketing, outreach, and education (ME&O) to underserved communities to identify properties eligible for decarbonization measures for the purpose of connecting them with a program Decarbonization Concierge who will complete eligibility screenings.

OCPA will be responsible for conducting tailored and culturally relevant ME&O activities to inform and engage potential participants about EBD and its benefits. Activities will be informed by deep knowledge of the local needs, challenges, opportunities, and resources of communities, and delivered through established relationships. OCPA will be supported by a dedicated Area Coordinator who serves as the liaison between Partners and the Implementation Team. The Area Coordinator is the single point of contact for OCPA to facilitate effective and timely communication. The Area Coordinator will meet regularly with OCPA to collect activity logs, gather feedback and lessons learned from outreach efforts, and provide guidance and support as needed.

Roles and Responsibilities

OCPA will participate in activities to boost awareness and drive participation in EBD Direct Install among targeted Southern California communities by educating residents on the environmental, economic, and health benefits of the program. OCPA project tasks are numbered pursuant to CEC EBD DI tasks, summarized below in **Error! Not a valid bookmark self-reference..**

Table 1. Task Summary

Task #	Task Name
5.8.1	Outreach Strategies
5.8.2	Education Activities
5.8.3	Participant Handoff
5.8.4	Meetings and Reporting

OCPA will perform contract management, including monitoring contract timelines, managing amendments, and ensuring all contractual obligations are met efficiently. OCPA will maintain detailed records of all expenditures and submit regular invoices as per the terms of its contract with Program Implementer ICF.

Monthly invoices shall be submitted clearly identifying Task 5.8, using the invoice template (**Attachment F. CEC Invoice Template**) with all required supporting documentation, to the Program Implementer by the **Xth** of every month.

Task 5.8.1. Outreach Strategies

OCPA will conduct culturally appropriate outreach and engagement in each Community Focus Area, under the guidance of the Area Coordinator and Program Implementer. OCPA is expected to implement a variety of outreach strategies to effectively reach the target audience. Community events such as workshops, town hall meetings, and informational booths at local markets and festivals will provide opportunities for direct engagement. Digital campaigns will utilize social media, email newsletters, and community websites to disseminate information widely and engage with residents online. Print materials, including flyers, brochures, and posters, (provided by the Program) will be distributed in community centers, libraries, and local businesses to ensure that information is accessible to those who may not be reached through digital channels.

Initially, OCPA will serve as the point of contact for participating households. Once participants express interest in the EBD Direct Install Program, OCPA will connect interested residents with the Program Implementer, ICF, to complete eligibility screening and assignment to an Intake Advisor for enrollment support and a program Decarbonization Concierge for long-term program support.

OCPA will customize outreach materials and conduct outreach for participating community to engage participants, as well as encourage local contractors and trade allies' participation.

Task 5.8.1 Deliverables

- Attend annual Area Coordinator ME&O Strategy Meeting
- Annual outline of anticipated events and estimated target audience quantities per event type to Area Coordinator

Task 5.8.2 Education Activities

OCPA shall engage the community through various activities designed to educate and involve community members in the EBD Direct Install Program. Workshops and demonstrations will provide hands-on experiences with decarbonization technologies such as heat pumps and induction cooktops, helping residents understand how these technologies work and the benefits they offer. Success stories, including testimonials and case studies from participants who have benefited from the program, will be shared to build trust and encourage others to enroll. Educational sessions will offer in-depth information on energy efficiency and decarbonization, helping community members make informed decisions. Partnerships with local schools, churches, and community groups will be established to co-host events and spread awareness, ensuring that outreach efforts are integrated into existing community activities. In planning education activities and interactions with the public, OCPA is expected to adhere to the following guidelines and raise any concerns immediately to the assigned Area Coordinator.

- Provide potential program participants with educational materials in appropriate languages about the EBD Direct Install Program, the benefits of building decarbonization, and how the program's Decarbonization Concierge will provide support before, during, and after the retrofit project.
- Ensure outreach and engagement includes clear information on CEC-approved programs and products and does not include third-party services or products not associated with the EBD Direct Install Program or otherwise approved by CEC.

- Include prevention measures to ensure the CEC, California Climate Investments (CCI), and Department of Energy (DOE) names and logos, and the EBD Direct Install Program, are not used for private party advertising or gain, or to mislead or exploit property owners or occupants.

Task 5.8.2 Deliverables

- **Quarterly** update of confirmed events to Area Coordinator, including specific outreach activities, location of event, date of event, and anticipated target audience attendees for each event.

Table 1. Approved Outreach & Education Activities

Outreach Event Types	Sample Approved Activities	Estimated Total Target Audience Reached (Number)
Church Socials	• Presentations • Discussions • Share education materials	•
Community Parties	• Interactive games • Demonstrations • Testimonials & success stories	•
Cultural Events	• Art showcases • Cultural performances • Informational booths	•
Digital Campaigns	• Social media posts • Email newsletters • Online workshops	•
Fairs and Festivals	• Booths with interactive displays • Educational games • Giveaways	•
Health Clinics	• Information tables at health fairs • Presentations at wellness workshops • In-office info/flyers on bulletin boards	•
Media Engagement	• Radio interviews • TV segments • Newspaper articles	•
Neighborhood Meetings	• Presentations Q&A sessions • Distribution of informational packets • Showcase of completed project in neighborhood	•
Partnership Events	• Co-hosted events with local schools and businesses • Distribution of educational materials • Speaking opportunities	•
Public Events	• Informational booths • Workshops & demonstrations • Q&A sessions	•
School Events	• Educational sessions	•

Outreach Event Types	Sample Approved Activities	Estimated Total Target Audience Reached (Number)
	- Science fairs - Environmental clubs	
Volunteer Programs	- Community clean-ups - Tree planting - Beach clean-ups	
Workshops/Other	- Hands-on demonstrations - Educational sessions - Tabling	

Task 5.8.3 Participant Handoff

OCPA will conduct outreach and educational activities for the target audiences in each Community Focus Area and connect interested residents with the Program Implementer, ICF, to complete eligibility screening and assignment to an Intake Advisor for enrollment support and a program Decarbonization Concierge for long-term program support.

OCPA will support follow-up surveys, developed by ICF, to participating households.

Task 5.8.3 Deliverables

- Support potential participants in completing an Interest Form
- Provide a list of interested participants to the Program Implementer on a monthly basis by the Xth of the month.

Task 5.8.4. Meetings and Reporting

OCPA will track and report on program activity. OCPA will ensure adherence to program guidelines and quality standards in all outreach activities, and the timeliness and accuracy of reporting on outreach activities, and outcomes.

- Event Attendance:** Record the number of attendees at community events, workshops, and meetings, and assess the level of engagement and interaction at these events.
- Lead Generation:** Count the number of leads generated from outreach activities and potential participants handed off to the Decarbonization Concierge.

Task 5.8.4 Deliverables

- Attend bi-weekly Area Coordinator meetings
- Support event attendance, lead generation, and participant hand-off reporting with Area Coordinator.

Timeline

Work and deliverables are to be completed in accordance with the CEC Schedule of Products (**Attachment C**).

Budget (Attachment B)

Please see budget allocation (**Attachment B**). Per the EBD DI Terms and Conditions (**Attachment D**), any budgetary alterations shall adhere to Section 6. Changes to the Agreement.

Summary of Deliverables

Task #	Task Name	Deliverables
5.8.1	Outreach Strategies	• Attend annual Area Coordinator ME&O Strategy Meeting • Annual outline of anticipated events to Area Coordinator
5.8.2	Education Activities	• Quarterly update of confirmed events to Area Coordinator, including specific outreach activities, location, date, and anticipated target audience attendees for each event.
5.8.3	Participant Handoff	• Support potential participants in completing an Interest Form • Provide a list of interested participants to the Program Implementer on a monthly basis by the 5th of the month.
5.8.4	Meetings and Reporting	• Attend bi-weekly Area Coordinator meetings • Support event attendance, lead generation, and participant hand-off reporting with Area Coordinator.

ATTACHMENT B

BUDGET

BUDGET SUMMARY

Cost Category	EBD Reimbursable Share	Match Share	Total	State EBD Funds by Category			Federal EBD Funds by Category			Total EBD Funds (State and Federal) by Category		
				Administration	Project-Related	Project	Administration	Project-Related	Project	Administration	Project-Related	Project
Direct Labor	\$ 430,799	\$ -	\$ 430,799	\$ 61,064	\$ 252,578	\$ -	\$ 22,810	\$ 94,348	\$ -	\$ 83,873	\$ 346,926	\$ -
Fringe Benefits	\$ 43,080	\$ -	\$ 43,080	\$ -	\$ 31,364	\$ -	\$ -	\$ 11,716	\$ -	\$ -	\$ 43,080	\$ -
Total Labor	\$ 473,879	\$ -	\$ 473,879	\$ 61,064	\$ 283,942	\$ -	\$ 22,810	\$ 106,064	\$ -	\$ 83,873	\$ 390,006	\$ -
Travel	\$ 603	\$ -	\$ 603	\$ -	\$ 439	\$ -	\$ -	\$ 164	\$ -	\$ -	\$ 603	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subcontractors	\$ 296,688	\$ -	\$ 296,688	\$ -	\$ 216,003	\$ -	\$ -	\$ 80,685	\$ -	\$ -	\$ 296,688	\$ -
Total Other Direct Costs	\$ 297,291	\$ -	\$ 297,291	\$ -	\$ 216,442	\$ -	\$ -	\$ 80,849	\$ -	\$ -	\$ 297,291	\$ -
Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Totals	\$ 771,170	\$ -	\$ 771,170	\$ 61,063.61	\$ 500,383.78	\$ -	\$ 22,809.67	\$ 186,913.15	\$ -	\$ 83,873.28	\$ 687,296.93	\$ -
<i>Amount of Funds to be Spent in California**</i>			<i>Percent of Total</i>	<i>11%</i>	<i>89%</i>	<i>0%</i>	<i>11%</i>	<i>89%</i>	<i>0%</i>	<i>11%</i>	<i>89%</i>	<i>0%</i>
<i>Percentage of Funds to be spent in California</i>												

LABOR

Monthly Salary Rates									
Employee Name	Job Classification / Title	Cost Category (Select from drop-down menu)	Maximum Labor Rate (\$ per month)	# of Months	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Nataly Morales Sandoval	Energy Programs Analyst	Administration	\$ 1,942.40	40	\$ 56,849	\$ 21,235	\$ 78,084	\$ -	\$ 78,084
Steven Halligan	Regulatory & Legislative Manager	Administration	\$ 1,080.00	5	\$ 4,215	\$ 1,574	\$ 5,789	\$ -	\$ 5,789
Linda Kramer	Community Engagement Manager	Project-Related	\$ 1,440.00	37	\$ 38,633	\$ 14,431	\$ 53,064	\$ -	\$ 53,064
Gabe Dima-Smith	External Affairs Manager	Project-Related	\$ 1,860.00	37	\$ 49,901	\$ 18,640	\$ 68,541	\$ -	\$ 68,541
Andrew Di Giovanna	External Affairs Manager	Project-Related	\$ 1,860.00	37	\$ 49,901	\$ 18,640	\$ 68,541	\$ -	\$ 68,541
Jacquie Henderson	Director of Communications and External Affairs	Project-Related	\$ 3,900.00	40	\$ 114,143	\$ 42,637	\$ 156,780	\$ -	\$ 156,780
Monthly Direct Labor Totals					\$ 313,642	\$ 117,158	\$ 430,799	\$ -	\$ 430,799

FRINGE BENEFITS

Fringe Benefit Base Description (Employee or Job Classification/Title)	Cost Category (Select from drop-down menu)	Max. Fringe Benefit Rate (%)	Direct Labor Costs - State EBD Funds (\$)	Direct Labor Costs - Federal EBD Funds (\$)	Fringe Benefits - State EBD Funds	Fringe Benefits - Federal EBD Funds	Fringe Benefits - Total EBD Funds (State+Fed)	Match Share	Total
Nataly Morales Sandoval	Project-Related	10.00%	\$ 56,849	\$ 21,235	\$ 5,685	\$ 2,124	\$ 7,808	\$ -	\$ 7,808
Steven Halligan	Project-Related	10.00%	\$ 4,215	\$ 1,574	\$ 421	\$ 157	\$ 579	\$ -	\$ 579
Linda Kramer	Project-Related	10.00%	\$ 38,633	\$ 14,431	\$ 3,863	\$ 1,443	\$ 5,306	\$ -	\$ 5,306
Gabe Dima-Smith	Project-Related	10.00%	\$ 49,901	\$ 18,640	\$ 4,990	\$ 1,864	\$ 6,854	\$ -	\$ 6,854
Andrew Di Giovanna	Project-Related	10.00%	\$ 49,901	\$ 18,640	\$ 4,990	\$ 1,864	\$ 6,854	\$ -	\$ 6,854
Jacque Henderson	Project-Related	10.00%	\$ 114,143	\$ 42,637	\$ 11,414	\$ 4,264	\$ 15,678	\$ -	\$ 15,678
Fringe Benefit Totals			\$ 313,642	\$ 117,158	\$ 31,364	\$ 11,716	\$ 43,080	\$ -	\$ 43,080

TRAVEL

Cost Category (Select from drop-down menu)	Traveler's Name and/or Classification	Departure	Destination	Trip Purpose	No. of Days	Lodging	Flight	Mileage Cost	Vehicle Cost (if not included in Mileage Cost)	Per Diem	State EBD Funds	Federal EBD Funds	Total EBD Funds	Match Share	Total
Project-Related	Community Engagement Manager	Irvine	Fullerton / Buena Park	Community Event	15	\$ -	\$ -	\$ 201	\$ -	\$ -	\$ 146	\$ 55	\$ 201	\$ -	\$ 201
Project-Related	Extrenal Affairs Manager	Irvine	Fullerton / Buena Park	Community Event	15	\$ -	\$ -	\$ 201	\$ -	\$ -	\$ 146	\$ 55	\$ 201	\$ -	\$ 201
Project-Related	External Affairs Manager	Irvine	Fullerton / Buena Park	Community Event	15	\$ -	\$ -	\$ 201	\$ -	\$ -	\$ 146	\$ 55	\$ 201	\$ -	\$ 201
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:											\$ 439	\$ 164	\$ 603	\$ -	\$ 603

EQUIPMENT, MATERIALS & MISCELLANEOUS

No costs

SUBCONTRACTS

Cost Category (Select from drop-down menu)	Subcontractor or Vendor Name	Organization Type	Purpose and Cost Basis	CA Business Certifications DVBE/ SB/MB/None	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Project-Related	TBD	Subcontractor	Outreach	TBD	\$ 108,046	\$ 40,359	\$ 148,405	\$ -	\$ 148,405
Project-Related	TBD	Subcontractor	Outreach	TBD	\$ 107,957	\$ 40,326	\$ 148,283	\$ -	\$ 148,283
					\$ -	\$ -	\$ -	\$ -	\$ -
Total:					\$ 216,003	\$ 80,685	\$ 296,688	\$ -	\$ 296,688

INDIRECT COSTS AND PROFIT

No costs

ATTACHMENT C

SCHEDULE OF PRODUCTS

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Southern Region Due Date (LAC)</i>
1.1	Attend Kick-off Meeting		
		Kick-Off Meeting Agendas (CEC)	10 calendar days before Kick-Off Meetings
		Updated Schedule of Products and Due Dates	10 calendar days after Kick-off Meetings
1.2	Critical Project Review (CPR) Meetings		
	1st CPR Meeting	Agenda and a list of expected participants (CEC)	10 calendar days before CPR meeting
		CPR Report	10 calendar days before CPR meeting
		Schedule for written determination (CEC)	10 calendar days after CPR meeting
		Written determination (CEC)	As indicated in schedule for written determination
	2nd CPR Meeting	Agenda and a list of expected participants (CEC)	10 calendar days before CPR meeting
		CPR Report	10 calendar days before CPR meeting
		Schedule for written determination (CEC)	10 calendar days after CPR meeting
		Written determination (CEC)	As indicated in schedule for written determination
	3rd CPR Meeting	Agenda and a list of expected participants (CEC)	10 calendar days before CPR meeting
		CPR Report	10 calendar days before CPR meeting
		Schedule for written determination (CEC)	10 calendar days after CPR meeting
		Written determination (CEC)	As indicated in schedule for written determination
	4th CPR Meeting	Agenda and a list of expected participants (CEC)	10 calendar days before CPR meeting
		CPR Report	10 calendar days before CPR meeting
		Schedule for written determination (CEC)	10 calendar days after CPR meeting
		Written determination (CEC)	As indicated in schedule for written determination
1.3	Program Meetings and Briefings (2 per month for first year)		
		Agenda and a list of expected participants (CEC)	10 calendar days before Meeting
		Written documentation of meeting agreements	5 calendar days after meeting
1.4	Advisory Group		
		List of potential Advisory Group members for the region	At Kick-off Meeting
		Final list of potential Advisory Group members (CEC)	30 calendar days after Kick-off Meeting
		List of confirmed Advisory Group members for the region	15 calendar days after receiving the list from CEC
		Advisory Group meeting agendas (CEC)	5 calendar days before Meetings
1.5	Invoices		
		Monthly invoices	45 days after reporting period (assuming monthly reporting period) or as specified by CAM
		Monthly draft invoice	15th of every month
		Monthly true-up updates for advanced funds	45 days after reporting period (assuming monthly reporting period) or as specified by CAM
1.6	Monthly Progress Report		
		Monthly progress reports <i>Within 10 calendar days from the end of the reporting period</i>	15th of every month

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Southern Region Due Date (LAC)</i>
1.7	Obtain and Execute Subawards		
		List of subaward agreements and timeline for execution	At Kick-off Meeting
		Subaward agreements (Draft, if requested)	20 calendar days after Kick-off Meeting
		Subaward agreements (Final)	45 calendar days after Kick-off Meeting
1.8	Annual Reports and Presentations		
		Annual reports and presentations (Drafts)	January 30
		<i>15 days after CAM provides comments on draft reports</i>	15 calendar days after CAM provides comments on draft reports
1.9	Final Report and Presentation		
		Final report (Draft)	90 calendar days before the end of the agreement term
		Final report (Final)	60 calendar days before the end of the Agreement Term
		<i>60 days before the end of the Agreement Term</i>	
1.10	Final Meetings		
		Written documentation of meeting agreements and unresolved activities	5 calendar days after final meeting
		Schedule for completing closeout activities	10 calendar days after final meeting
2	Internal Controls, Processes and Procedures		
		Internal controls, processes, and procedures	2 months after Kick-off Meeting
		Updated internal controls, processes, and procedures	As needed or requested by the CAM (no less than annually)
		Monthly fiscal accounting in Task 1.6 Monthly Progress Reports	within 10 calendar days from the end of the reporting period (i.e., end of prior month)
3	Program Data Collection and Reporting		
		Project data	Daily or as specified by CAM
		Metrics and Data Reports	Within 15 calendar days of CAM request
4	Assist CEC with DOE HOMES Application Components		
		Responses for DOE application components (Draft)	Within 15 calendar days of request from CAM
		Responses for DOE application components (Final)	Within 15 calendar days of request from CAM
		<i>At least 60 days prior to program launch</i>	
		Components for Consumer Protection Plan (Draft)	Within 15 calendar days of request from CAM
		Components for Consumer Protection Plan (Final)	Within 15 calendar days of request from CAM
		<i>At least 60 days prior to program launch</i>	
		Components for Market Transformation Plan (Draft)	Within 15 calendar days of request from CAM
		Components for Market Transformation Plan (Final)	Within 15 calendar days of request from CAM
		<i>At least 60 days prior to program launch</i>	
		Input on draft Community Benefits Plan, Education and Outreach Strategy, Utility Data Access Plan, and Privacy and Security Risk Assessment	Within 15 calendar days of request from CAM
5.1	Community Focus Areas		
		List and justification for Initial Community Focus Areas	As part of application
		List and justification for amended or additional Community Focus Areas, if directed by the CAM	30 calendar days after request from the CAM
5.2	Community Application Process		
		Proposed Community Application Process and Selection Criteria	6 months after Kick-off Meeting
		Final Community Application Process and Selection Criteria	9 months after Kick-off Meeting

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Southern Region Due Date (LAC)</i>
5.3	Workforce Plan and Contractor Enrollment		
		Workforce Plan outline	2 months after Kick-off Meeting
		Workforce Plan (Draft)	3 months after Kick-off Meeting
		Workforce Plan (Final)	5 months after Kick-off Meeting
5.4	Standard Packages of Measures		
		Packages of measures and any related updates	4 months after Kick-off Meeting
		Bi-annual Report on Packages of Measures	June 30th and December 31st of each calendar year (excluding the fifth year)
5.5	Pricing and Cost Caps		
		Cost-Control Mechanisms	4 months after Kick-off Meeting
5.6	Household/Property Targeting		
		Household Identification and Screening Plan (Draft)	3 months after Kick-off Meeting
		Household Identification and Screening Plan (Final)	5 months after Kick-off Meeting
5.7	Set-Aside for Manufactured Homes		
		Manufactured and Mobile Homes Service Plan (Draft)	6 months after Kick-off Meeting
		Manufactured and Mobile Homes Service Plan (Final)	9 months after Kick-off Meeting
5.8	Outreach and Engagement		
		Outreach Materials	5 months after Kick-off Meeting
		Outreach and Engagement Log	Part of Task 3 Project Data
5.9	Household Eligibility and Initial Enrollment		
		Application Template	2 months after Kick-off Meeting
5.1	Home Assessments		
		Home Assessment Approach and Processes (Draft)	3 months after Kick-off Meeting
		Home Assessment Approach and Processes (Final)	5 months after Kick-off Meeting
		Updated Home Assessment Approach and Processes (if requested by CAM)	within 30 days of request from CAM
5.11	Program Participation Agreements and Tenant Protections		
		Program Participation Agreement Template	5 months after Kick-off Meeting
5.12	Building Decarbonization Retrofits		
		Post-installation Project Certificate Template (Draft)	5 months after Kick-off Meeting
		Post-installation Project Certificate Template (Final)	6 months after Kick-off Meeting
5.13	Quality Assurance and Quality Control (QA/QC)		
		Hotline Call Log Tracker	Weekly or as specified by the CAM
		QA/QC Procedures (Draft)	4 months after Kick-off Meeting
		QA/QC Procedures (Final)	6 months after Kick-off Meeting
5.14	Participant Surveys		
		Participant Survey (Draft)	5 months after Kick-off Meeting
		Participant Survey (Final)	9 months after Kick-off Meeting
6	Continuous Improvement		
		<i>No Awardee Product for this Task</i>	
7	Coordination and Layering with Other Programs		
		Coordination Plan (Draft)	4 months after Kick-off Meeting
		Coordination Plan (Final)	6 months after Kick-off Meeting

ATTACHMENT D

CEC EQUITABLE BUILDING DECARBONIZATION

DIRECT INSTALL PROGRAM TERMS AND CONDITIONS

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TERMS AND CONDITIONS

1. Grant Agreement

This project is being funded with a grant from the California Energy Commission's (CEC) Equitable Building Decarbonization Program. The Equitable Building Decarbonization Program is funded in part by the California Climate Investments² program, and is subject to the laws enacted for the administration of auction proceeds deposited into the Greenhouse Gas Reduction Fund, including without limitation: AB 109 (Chapter 249, Statutes of 2017); Health and Safety Code section 39710 et. seq.; and Government Code sections 16428.8 – 16428.95, including any amendments to these sections.

Under this Agreement, the Recipient shall develop and implement the Equitable Building Decarbonization Direct Install Program, which is a block grant program and governed by California Public Resources Code section 25665.3. Recipient understands that the CEC currently only has \$[•] of the potential \$[•] maximum possible funding for administrative costs under this Agreement and \$[•] of the potential \$[•] for incentives awarded under this Agreement. Therefore, upon execution of this Agreement, Recipient only has authority to spend up to \$[•] in administrative costs, not to exceed 10 percent of the total budget for state funds and 8 percent of the total budget for federal funds. In the future, the CEC may allocate none, some, or the entire remaining contingent amount up to a maximum amount of \$[•] in administrative costs. Recipient shall only be authorized to spend more than the existing \$[•] in administrative costs upon execution of an amendment to this Agreement that authorizes the Recipient to spend more funds. *[Dollar amounts to be added after the Notice of Proposed Award and during agreement finalization]*

The Recipient, as implementer of the Equitable Building Decarbonization Direct Install Program, is a conduit of the funds that will be awarded to provide assistance to Retrofit Awardees, and the grant-funded Retrofit Awards do not result in the performance of services by the Retrofit Awardees to the CEC, but the CEC is a real party in interest to the agreements between the Recipient and Retrofit Awardees. The CEC will not take title to equipment acquired by the Retrofit Awardees; and the performance under the Retrofit Awards is not controlled by the CEC. The Retrofit Awardees are being provided assistance to carry out their own projects and are not providing services to the CEC or Recipient. The Retrofit Awards directly benefit each Retrofit Awardee's project. The products produced by the Recipient are a by-product of the main purpose of the block grant. The products are used to monitor the use of grant funds and do not result in a service to the CEC.

² California Climate Investments is a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.

This Agreement is comprised of the grant funding award, these Terms and Conditions, and all attachments, including Federal Award Terms and Conditions (Attachment 10). These Terms and Conditions are standard requirements for grant awards. The CEC may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the CEC's Grants and Loans Office within 30 days of receipt. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the CEC and the Recipient. Project means Recipient's specific project that is funded in whole by this Agreement. The Recipient's project will coincide with the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The CEC cannot authorize any payments until all parties sign this Agreement.

2. Documents Incorporated by Reference

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (e) and (f). Where this Agreement or California laws and regulations are silent or do not apply, the CEC will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

CEC Guidelines

- a. Equitable Building Decarbonization Direct Install Program Guidelines, <https://www.energy.ca.gov/publications/2023/equitable-building-decarbonization-direct-install-program-guidelines>.

Solicitation Documents (if award is made through a competitive solicitation)

- b. The funding solicitation under which this Agreement was awarded.

- c. The Recipient's proposal submitted in response to the solicitation.

California Air Resources Board Documents

- d. California Air Resources Board, Funding Guidelines for Agencies that Administer California Climate Investments, www.arb.ca.gov/ccifundingguidelines

Federal Cost Principles (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

- e. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (sections 200.400 et seq.).

Federal Acquisition Regulations (applicable to commercial organizations)

- f. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants).

Nondiscrimination

- g. 2 California Code of Regulations (CCR), section 11099 et seq.: Contractor Nondiscrimination and Compliance.

General Laws

- h. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement.

3. *Due Diligence*

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Commission Agreement Manager (CAM) will periodically evaluate the project schedule and the Scope of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the CEC's remedies, be terminated.

4. *Products*

- a. **"Products"** are defined as any tangible item specified for delivery to the CEC in the Scope of Work, including but not limited to data, reports, plans, and other program documents. Unless otherwise directed, draft copies of all products identified in the Scope of Work and Schedule of Products shall be submitted to the CAM for review and comment in the manner and form specified in the Scope of Work.

- b. If the CEC determines that a product is substandard given its description and intended use as described in this Agreement, CEC staff, without prejudice to any of the CEC's other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.
- c. Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

5. *Publications - Legal Statement on Reports and Products*

- a. The Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced because of work funded by this program shall be represented to be endorsed by the CEC, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the CEC, its employees, or the State of California. The CEC, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

- b. **Acknowledgement of California Climate Investments**
Recipients shall acknowledge the California Climate Investments program as the source of project funds, in any publications, websites, signage, invitations, and other media-related and public-outreach products. The standard funding language is:

The Equitable Building Decarbonization Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. The Cap-and-Trade program creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

The Recipient is encouraged to display the California Climate Investments logo on equipment and signage to acknowledge the funding source.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

6. *Changes to the Agreement*

a. Procedure for Requesting Changes

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the CEC's unilateral termination rights in Section 11 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a CEC business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer (CAO) will provide the Recipient with guidance regarding the level of CEC approval required for a proposed change.

c. Personnel or Subcontractor Changes

All changes below require advance written approval by the CAM, in addition to the appropriate level of CEC approval as described in subsection (b).

1) Replacement of Key Personnel, Subcontractors, and Vendors

The CAM must provide advance written approval of the replacement of personnel, subcontractors, and vendors who are identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Attachment 4 (Budget Forms), the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the CAM for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

3) Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Attachment 4 will not be approved. The actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) shall not exceed the approved rates in the Budget.

4) Addition of job classifications and changes in hours.

- 5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Attachment 4.

7. Contracting and Procurement Procedures

This section provides general requirements for (a) an agreement between the Recipient and a third-party subcontractor³ (subcontract), and (b) an agreement between the Recipient and a Retrofit Awardee (Retrofit Award). Where these terms require the Recipient to flow down terms to subcontractors and Retrofit Awardees, the Recipient shall ensure that its agreement with subcontractors and Retrofit Awardees also require the flow down of these terms to every lower-tiered level of sub-subcontractor and sub-Retrofit Awardee.

For subcontracts that are listed as “to be determined” in the Budget, the Recipient must submit a revised Budget to the CAM, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor. In addition, Recipient must have a fully executed subcontract or Retrofit Award before the subcontractor or Retrofit Awardee can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The CEC will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received.

³ A subcontractor is any person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the block grant project activities. A subcontractor's role involves discretion over grant activities and is not merely just selling goods or services. A subcontractor cannot also be a Retrofit Awardee. A vendor is a person or entity that sells goods or services to the Recipient, Subcontractor, or any lower-tiered level of Sub-Subcontractor, in exchange for some of the grant funds, and does not make decisions about how to perform the grant's activities. A vendor's role is ministerial and does not involve discretion over grant activities.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement. Nothing contained in this Agreement or otherwise creates any contractual relation between the CEC and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the CEC for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the CEC's obligation to make payments to the Recipient. As a result, the CEC has no obligation to pay or enforce the payment of any funds to any subcontractor. The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement, and language conforming to the termination provision related to Executive Order N-6-22 – Russia Sanctions.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the CEC.
- Language conforming to the following provisions:
 - Publications - Legal Statement on Reports and Products (Section 5)
 - Equipment (Section 10)
 - Travel and Per Diem (Section 13)
 - Standard of Performance (Section 14)
 - Fiscal Accounting Requirements (Section 16)
 - Indemnification (Section 17)
 - Nondiscrimination Statement of Compliance (Section 20.b)
 - Site Visits (Section 21)

- Public Works – Payment of Prevailing Wages (Section 23)
- Intellectual Property (Section 24)
- Remedies for Non-Compliance (Section 25)
- Enforcement (Section 26)
- Receipt of Confidential Information and Personal Information (Section 28)
- Conflicts of Interest (Section 31)
- Survival of the following provisions:
 - Equipment (Section 10)
 - Fiscal Accounting Requirements (Section 16)
 - Intellectual Property (Section 24)
 - Receipt of Confidential Information and Personal Information (Section 28)

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the CEC with UC for their subcontracts. Recipients who are subcontracting with the United States Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Without limiting any of the CEC's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

Retrofit Awards funded in whole or in part by this Agreement must incorporate all of the following:

- Provisions that allow for administrative, contractual, or legal remedies in instances where Retrofit Awardees violate or breach contract terms, including Program Participation Agreement terms and the tenant protections therein, and provide for such sanctions and penalties as may be appropriate, including the repayment to CEC of grant funds spent under the Retrofit Award.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement, and language conforming to the termination provision related to Executive Order N-6-22 – Russia Sanctions.
- A statement that further assignments will not be made to any third or subsequent tier Retrofit Awardee without additional advance written consent of the CEC.
- Language conforming to the following provisions:
 - Equipment (Section 10)
 - Indemnification (Section 17)

- Site Visits (Section 21)
- Remedies for Non-Compliance (Section 25)
- Enforcement (Section 26)
- Receipt of Confidential Information and Personal Information (Section 28), if applicable
- Conflicts of Interest (Section 31)
- Survival of the following provisions:
 - Equipment (Section 10)

8. *Bonding and Insurance*

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

9. *Permits and Clearances*

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

10. *Equipment*

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with grant funds. Equipment means any products, objects, machinery, apparatus, implements, or tools purchased, used, or constructed within the project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with CEC funds. The CEC may determine the normal useful life of such equipment.

Title to equipment and any appliance acquired by the Recipient with grant funds shall vest in the Recipient, and the Recipient may transfer title to Retrofit Awardees. Title to equipment acquired by Retrofit Awardees with grant funds, if any, shall vest in the Retrofit Awardee. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

The Recipient shall also flow to Retrofit Awardee any requirements developed in the Program Participation Agreements developed under the Scope of Work. The Recipient shall require Retrofit Awardee to comply with any limitations on equipment or appliance disposition provided in any lease addendum, deed recording, or other document provided by the Recipient.

11. Termination

This project may be terminated for any reason set forth below.

With Cause

The CEC may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

The term "for cause" includes but is not limited to the following:

- Reorganization to a business entity unsatisfactory to the CEC;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or CEC policy such that the work or product being funded would not be supported by the CEC.

Without Cause

The CEC may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

If this Agreement is terminated with or without cause, the CEC reserves the right to transfer this project to another Equitable Building Decarbonization regional administrator and Recipient will use good faith efforts to take steps to effectuate the transfer.

12. Stop Work

CEC staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.

- a. Compliance. Upon receipt of such a stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the CEC.
- b. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from CEC staff.

13. Travel and Per Diem

- a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees, subject to any state-wide prohibition on travel. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the [CEC's website](http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF) at:
http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.
- b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned.
- c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.
- d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and CAO prior to travel departure. The CEC will reimburse travel expenses from the Recipient's office location.
- e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure city, and destination city. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the CEC.

14. Standard of Performance

Recipient, its subcontractors, and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the CEC.

It is the Recipient's duty to ensure that CEC funds are not misspent by subcontractors or misused by Retrofit Awardees. For example, Recipient must ensure CEC funds are used to reimburse or otherwise pay for allowable costs that are actually incurred. This includes that it is the Recipient's duty to develop internal controls to detect fraud, waste, and abuse.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- a. Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the CEC;
- b. The CEC shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- c. The CEC shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (a) and (b) above. In the event the CEC directs Recipient/subcontractor not to re-perform a task, the CEC and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the CEC's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the CEC may have under law.

15. *Payment of Funds*

- a. Advance funds for Retrofit Awards

This Agreement is for the Recipient to administer a block grant program. Under Public Resources Code section 25661(b) the CEC has authority to advance up to 25 percent of the clean energy program moneys allocated to recipients of a financial incentive, and Public Resources Code section 25660(c) confers block grant authority.

Under this Agreement, the Recipient can request but is not guaranteed to receive advance funds for Retrofit Awards (i.e., incentives). Funds will not be advanced for other project expenditures. It is solely within the CEC's discretion to allow advance funds. Because the CEC earns interest on the funds in its accounts, the CEC can lose interest if it advances funds long before Recipient actually pays out the funds (i.e., the funds sit in Recipient's account instead of the CEC's interest-earning account). The Recipient shall establish a separate ledger account or fund for receipt and disbursement of advance funds under this Agreement.

Accordingly, the Recipient, if allowed to receive advance funds for Retrofit Awards, shall take reasonable efforts to minimize the time between receiving advance funds and paying them out. The CEC can request at any time that the Recipient repay to the CEC any funds advanced to Recipient that the Recipient has not paid out, and the Recipient shall repay the unspent advanced funds within 10 days of receiving the CEC's request.

The Recipient shall pay to the CEC any interest it earns on advanced funds that cumulatively total more than \$200. This means over the life of this Agreement, if the Recipient cumulatively earns more than \$200 on advanced funds, any additional interest amounts after that shall be paid to the CEC. Alternatively, the CEC in its sole discretion, can instead subtract the interest amount over \$200 from the amount paid to Recipient as requested in Recipient's future invoices.

In addition to other documentation the Recipient must provide under this Agreement, upon request by the CEC, the Recipient shall provide all documents related to advanced funds received and paid out and any interest earned on the funds.

b. Reimbursement for all other project expenditures

The CEC agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed.

The Recipient can only bill for actual expenses incurred at the Recipient's actual rates not to exceed the rates specified in the Budget (e.g., direct labor rates, fringe benefit rates, and indirect rates). For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. Another example is if the maximum fringe benefit rate listed in the Budget is 20% but the Recipient's actual fringe benefit rate is only 15%, the Recipient can only bill at 15%. The actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) should not exceed the approved rates in the Budget.

(1) Payment Requests

The Recipient may request payment from the CEC no more frequently than monthly. The final payment request must be received by the CEC along with the Final Report 60 days prior to the end of the Agreement term.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

(2) Documentation

All payment requests must be submitted using a completed Payment Request form and emailed to invoices@energy.ca.gov. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for the CEC, including backup documentation for actual expenditures, such as timecards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient via a Dispute Notification Form (Std. 209) and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

(3) Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method.

Additional certification is required related to the payment of prevailing wages. Refer to Sections 20 and 23 of these terms and conditions for more information.

(4) Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

(5) Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

(6) Fringe Benefits, Indirect Overhead, and General and Administrative (G&A)

Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.
- The cost pools used to develop the federal rates must be allocable to the CEC Agreement, and the rates must be representative of the portion of costs benefiting the CEC Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the CEC Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the CEC Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the CEC Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

(7) Retention

It is the CEC's policy to retain 10 percent of any payment request or 10 percent of the total CEC award until the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

Retention shall only be held for administrative costs.

The CEC may choose to release retention on an annual basis, if the Recipient's performance and completion of products and activities over the course of the year in question (referred to herein as a Retention Year) is determined by the CAM to be satisfactory. The Retention Year shall align with the reporting period for the Recipient's Annual Reports. After the completion of a Retention Year and submission of the associated Annual Report, the Recipient may submit a completed payment request form requesting release of retention pursuant to this paragraph.

(8) State Controller's Office

Payments are made by the State Controller's Office.

16. Fiscal Accounting Requirements

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of CEC funds for each project funded by the CEC. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or five (5) years after the state grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for five years after its final disposition or five years after the state grant term, whichever is later.

c. Audits

Upon written request from the CEC, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the CEC or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the CEC notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.-

17. Indemnification

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient, the CEC, and to any and all contractors, subcontractors, Retrofit Awardees, vendors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

This includes repayment to CEC for funds advanced which were not spent, either by the Recipient or a subcontractor, in accordance with the terms of this Agreement.

18. Workers' Compensation Insurance

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.
- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

19. General Provisions

a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the CEC.

c. Assignment

Without the written consent of the CEC in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

d. Timeliness

Time is of the essence in this Agreement.

e. UnenforOCPAble Provision

In the event that any provision of this Agreement is unenforOCPAble or held to be unenforOCPAble, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The CEC reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the CEC of the occurrence of each of the following:

- (a) A change of address.
- (b) A change in the business name or ownership.
- (c) The existence of any litigation or other legal proceeding affecting the Project.

- (d) The occurrence of any casualty or other loss to Project personnel, equipment or third parties of a type commonly covered by insurance.
 - (e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the CEC's rights.
- (2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the CEC. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the CEC is not satisfied that the new entity can perform as the original Recipient, the CEC may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- Publications - Legal Statement on Reports and Products (Section 5)
- Equipment (Section 10)
- Termination (Section 11)
- Payment of Funds (Section 15)
- Fiscal Accounting Requirements (Section 16)
- Indemnification (Section 17)
- Change in Business (Section 19.h)
- Intellectual Property (Section 24)

20. *Certifications and Compliance*

Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code sections 12990 et seq.) and the applicable regulations promulgated thereunder (CCR, Title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the CCR are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code section 8355(a)(1).
- (2) Establish a Drug-Free Awareness Program as required by Government Code section 8355(a)(2) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;

- Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide, as required by Government Code section 8355(a)(3), that every employee who works on the proposed project:
- Will receive a copy of the company's drug-free policy statement;
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the CEC determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

e. Americans with Disabilities Act

By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- (1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - (2) Subject to a OCPAse-and-desist order not subject to review issued pursuant to section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - (3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.
- g. National Labor Relations Board Certification (Not applicable to public entities)
- The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two-year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

21. Site Visits

The CEC and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subcontractors and Retrofit Awardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

22. Budget Contingency Clause

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the CEC shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CEC shall have the option to either: 1) cancel this Agreement with no liability occurring to the CEC; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

23. Public Works -- Payment of Prevailing Wages

Generally Required by Law

Projects that receive an award of public funds from the CEC often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the CEC are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with section 1720 and Title 8, CCR, Chapter 8, Subchapter 3, commencing with section 16000.

Accordingly, the CEC assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Public Resources Code section 25665.3(f) provides that “[p]rojects funded pursuant the [Equitable Building Decarbonization] direct install program shall be performed by workers paid prevailing wage where possible and when applicable.” Therefore, as a material term of this Agreement, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

- (i) prevailing wages are paid; and
- (ii) the project budget for labor reflects these prevailing wage requirements; and
- (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from the California Department of Industrial Relations (DIR) or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the DIR and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the DIR or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the CEC is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

Indemnification and Breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the CEC's performance of this Agreement at the CEC's option, and shall be at Recipient's sole risk. In such a case, CEC may refuse payment to Recipient of any amount under this Agreement and CEC shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the CEC and hold the CEC harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget and subcontractors' budgets on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the DIR or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

Certification. Recipient shall certify to the CEC on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the CEC the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and CEC shall be relieved of any obligation to pay said funds.

24. Intellectual Property

- a. The CEC makes no claim to “intellectual property” developed under this Agreement except as expressly provided herein.
- b. “Intellectual property” means: (a) inventions, technologies, designs, drawings, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Product” means any tangible item specified for delivery to the CEC in the Scope of Work.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- c. The CEC owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”
- d. The CEC has a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to other government entities, state

legislature, and utility companies and using data for the development of future programs.

- e. The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the CEC from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

25. CEC Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the CEC may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the CEC, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work. These remedies will also be flowed down to Retrofit Awardees in the event of breach of their Program Participation Agreements.

Further, if any penalty, fine, or other assessment is issued against the CEC or the CEC and other parties as a result of the Recipient's, its subcontractors', or a Retrofit Awardee's failure to comply with the Agreement requirements, the Recipient shall pay all assessment amounts with its own, non-grant funds, including any assessment against the CEC. Should the Recipient fail to pay the penalty, fine, or other assessment, the Recipient acknowledges that such monies may be paid out of retention.

26. Enforcement

- a. Recovery of Overpayment or Misuse of Funds

The CEC may direct the CEC's Office of Chief Counsel to commence formal legal action against any applicant or Recipient to recover any portion of a payment under the Agreement that the Executive Director determines the applicant or Recipient was not otherwise entitled to receive.

- b. Fraud and Misrepresentation

The Executive Director may initiate an investigation of any applicant, Recipient, subcontractor, vendor, or Retrofit Awardee that the Executive Director has reason to believe may have misstated, falsified, or misrepresented information in submitting an application, payment claim, or reporting any information required by the Agreement. Based on the results of the investigation, the Executive Director may take any action deemed appropriate, including, but not limited to, termination of the Agreement, recovery of any overpayment, and, with the concurrence of the CEC, recommending the Attorney General initiate an investigation and prosecution under Government Code section 12650, et seq., or other provisions of law.

27. Confidential Recipient Information

a. Identification of Confidential Recipient Information

- (1) For the purposes of this Section, "Confidential Recipient Information" refers to information belonging to the Recipient that the Recipient has satisfactorily identified as confidential and the CEC has agreed to designate as confidential under Title 20 CCR section 2505.
- (2) Prior to the effective date of this Agreement, the Recipient will identify all products (or information contained within products) it considers Confidential Recipient Information, and provide the legal basis for confidentiality, in Attachment 1 to this Exhibit. If the CEC agrees the information is confidential, it will not disclose it except as provided in subsection (b).
- (3) During the Agreement, if the Recipient obtains or develops additional products (or information contained within products) not originally identified as Confidential Recipient Information in Attachment 1 to this Exhibit, the Recipient will follow the procedures for a request for designation of confidential information as specified in Title 20 CCR section 2505.

The CEC's Executive Director will make the confidentiality determination. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment 1 to this Exhibit. The CEC will not disclose information subject to an application for confidential designation except as provided in subsection (b).

- (4) When submitting products containing Confidential Recipient Information, the Recipient will mark each page of any document containing Confidential Recipient Information as "confidential" and present it in a sealed package to the Contracts, Grants, and Loans Office.

The CAM may require the Recipient to submit a non-confidential version of the product if it is feasible to separate the Confidential Recipient Information from the non-confidential information. The Recipient is not required to submit such products in a sealed package.

b. Disclosure of Confidential Recipient Information

The CEC will only disclose Confidential Recipient Information under the circumstances specified in Title 20 CCR sections 2506, 2507, and 2508. All Confidential Recipient Information that is legally disclosed by the Recipient or any other entity will become a public record and will no longer be subject to the CEC's confidentiality designation.

c. Waiver of Consequential Damages

In no event will the CEC or the state of California be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort, or any other legal theory for the disclosure of the Confidential Recipient Information, even if the CEC has been advised of the possibility of such damages.

Damages that the CEC and the state of California will not be responsible for include but are not limited to lost profit; lost savings or revenue; lost goodwill; lost use of the product or any associated equipment; cost of capital; cost of any substitute equipment, facilities, or services; downtime; the claims of third parties including customers; and injury to property.

d. Limitations on the Disclosure of Products

During the Agreement, the Recipient, subcontractors, any lower-tiered level of sub-subcontractors, and Vendors must receive written approval from the CAM prior to disclosing the contents of any draft product to a third party. However, if the CEC makes a public statement about the content of any product provided by the Recipient and the Recipient believes the statement is incorrect, the Recipient may state publicly what it believes is correct.

28. Receipt of Confidential Information and Personal Information

For the purposes of this Section, "confidential information" refers to information the CEC has designated as confidential pursuant to Title 20 CCR section 2505 *et seq.*, information the CEC has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws.

For the purposes of this Section, "personal information" refers to information that meets the definition of "personal information" in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). Personal information is a type of confidential information and is therefore subject to all requirements for confidential information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information.

For the purposes of this Section, "special terms for confidential information" refers to the CEC's special terms and conditions for the receipt of confidential information and personal information. The CEC's special terms for confidential information include, but are not limited to, having in place an Information Security Program Plan, and obtaining nondisclosure agreements from all individuals who will be provided access to confidential information or personal information.

If the Recipient will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the Recipient must first agree to and comply with the CEC's special terms for confidential information.

If any other individual or entity participating in any way with this Agreement, including but not limited to subcontractors, Retrofit Awardees, vendors, and other project partners, will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, that individual or entity must first agree to and comply with the CEC's special terms for confidential information. The Recipient must flow-down the CEC's special terms for confidential information into each subcontract, Retrofit Award, vendor agreement, or other project partner agreement that will be provided access to confidential information or personal information before the individual or entity has access to any such information. Recipient must also require all individuals and entities to flow-down this Section to any lower tier subcontractors, Retrofit Awardees, vendors, project partners, and other individual or entity participating in any way with this Agreement that will be provided access to Confidential Information or Personal Information before the individual or entity has access to any such information.

If this Agreement does not include the CEC's special terms for confidential information and CEC determines the Recipient or any other individual or entity participating in any way with this Agreement will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the CEC reserves the option to amend this Agreement to add its special terms for confidential information.

Except as provided in Title 20 CCR sections 2506, 2507, and 2508, and the CEC's special terms for confidential information, Recipient or any other individual or entity participating in any way with this Agreement may not disclose any information provided to it by the CEC or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

29. *Executive Order N-6-22 – Russia Sanctions*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Recipient advance written notice of such termination, allowing the Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the CEC.

30. *Greenhouse Gas Reduction Fund Requirements*

- a. This Agreement is funded in part by the Greenhouse Gas Reduction Fund (GGRF) created pursuant to Government Code section 16428.8. This Agreement is subject to, and Recipient shall comply with, the provisions of the laws enacted for spending of auction proceeds deposited into the GGRF, including without limitation: Health and Safety Code section 39710 et. seq.; Government Code section 16428.8 – 16428.95, including any amendments to these sections. In addition to GGRF reporting requirements, Recipients will be responsible for other reporting requirements as outlined in the Scope of Work and specified by the CAM.

- b. Reporting

Recipients of GGRF funds must submit reports on expenditures, investment benefits, and project outcomes, per guidance from the California Air Resources Board (CARB). Recipient shall provide reports on all projects during the term of this Agreement and for a period specified by CARB to meet project outcome reporting requirements.

Reporting shall follow the technical standards, format, process, and timing specified by the CAM, consistent with the project-type specific reporting requirements in CARB guidance and methodologies. Information to be reported includes, but is not limited to:

- (1) Greenhouse Gas (GHG) Reductions
- Recipient Name or Project ID
 - Project description
 - Project location
 - Census tract
 - Project Stages and Dates for Reaching Milestones: Project Selected; Completed; Operational; GHG reductions began
 - GGRF dollars allocated and total project cost including GGRF and non-GGRF monies
 - Leveraged and/or match funds
 - Quantification Period (number of years the project will provide GHG emission reductions)
 - Number of projects/incentives/dwellings modified
 - Estimated /actual total project GHG emission reductions
 - Other information as specified by the CAM and in accordance with CARB requirements

(2) Priority Populations

Recipient reporting shall include information regarding benefits to priority populations, consistent with the detailed information in the CARB guidance which is posted at www.arb.ca.gov/cqi-quantification. Recipient reporting shall include any information needed to evaluate, using the appropriate Benefit Criteria Table, whether the project has a direct benefit to priority populations.

“Priority populations” include residents of: (A) census tracts identified as disadvantaged by California Environmental Protection Agency per SB 535; (B) census tracts identified as low-income per AB 1550; or (C) a low-income household per AB 1550.

(3) Co-Benefits

Recipient reporting shall include each project’s economic, environmental, or public health benefits, including, but not limited to:

- Estimated /actual total reductions in other criteria air pollutants (PM 2.5, NOx, etc.)

- Estimated /actual energy and fuel costs saved (kWh, therms, or other fuels) for energy efficiency and electrification projects
- Other information as specified by the CAM and in accordance with CARB requirements.

(4) Job Creation Benefits

Recipient reporting shall include data related to the number of job-years provided, average wages and benefits, the number of people who completed job training or received industry-recognized certifications, targeted hiring strategy and residence location of job/training recipients, as specified by the CAM and in accordance with CARB requirements.

31. Conflicts of Interest

- a. Recipient agrees to continuously review new and upcoming projects in which Recipient, its subcontractors or other project partners may be involved for potential conflicts of interest (e.g., Gov. Code § 81000 et seq., and Gov. Code § 1090 et seq.). Recipient shall inform the CAM as soon as a question arises about whether a potential conflict may exist or as soon as the Recipient knows a conflict exists. The CAM and CEC's Chief Counsel's Office shall determine what constitutes a potential conflict of interest. The CEC reserves the right to redirect work and funding on a project if the CEC's Chief Counsel's Office determines that there is a potential conflict of interest.

- b. Appearances of Conflicts of Interest

The Recipient acknowledges that in governmental agreements even the appearance of a conflict of interest can be harmful to the interest of the State. Thus, the Recipient, its subcontractors and project partners shall refrain from any practices, activities, or relationships that appear to conflict with their obligations under this Agreement, unless the Recipient receives prior written approval of the CEC. In the event the Recipient is uncertain whether the appearance of a conflict of interest may exist, the Recipient shall submit to the CAM a written description of the relevant details.

- c. Prohibition on Participating in CEC Funding Opportunities

Under this Agreement, the Recipient and its subcontractors and project partners will, with oversight from the CEC, develop and implement programs. Accordingly, the Recipient and its subcontractors and project partners are prohibited from participating and agree not to participate in any manner (e.g., as an applicant, subcontractor, or match-funding partner) in any financial incentive program implemented under this Agreement.

d. Possible amendment of conflicts of interest provisions

The Recipient acknowledges that, if amendments to this Agreement are made to develop and fund programs or otherwise expand the scope of work, the role of employees of the Recipient, subcontractors and project partners may become more defined. As those responsibilities and tasks are defined, the CAM and CEC's Chief Counsel's Office reserve the right to determine if it is appropriate to designate certain individuals who are participating in the making of government decisions as "consultants" under the Political Reform Act and therefore require the disclosure of economic interests pursuant to Government Code section 87300 and the CEC's Conflict of Interest Code at CCR, Title 20, sections 2401-2402. Upon such determination, this Agreement shall be amended to include the specific procedural requirements applicable to the Recipient, subcontractors and project partners, and any designated consultants.

32. Disclosure.

The Recipient shall promptly inform the CEC when it is engaged by another State agency for work that is similar to a product under the scope of work contemplated in this Agreement. Where that similar work product or deliverable is applicable to this Agreement, the Recipient may use such work product or deliverable, but is barred from billing the CEC in this Agreement for the work performed under the other agreement and not actually performed under this Agreement. Where actual labor is expended to generate the same or similar work product or deliverable under this Agreement as another agreement, the Recipient is allowed to bill for such labor actually performed.

ATTACHMENT E

DOE HOMES TERMS AND CONDITIONS

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Subpart A. Award Provisions

1. Purpose

The purpose of this exhibit is to provide the federal terms and conditions for California Energy Commission (CEC)'s award to Subrecipient under this Agreement. This award is made pursuant to the Section 50121 of the Inflation Reduction Act (IRA), which is referred to as the Home Owner Managing Energy Savings (HOMES) Rebate Program.

2. Summary of Award

Name of Federal awarding agency	U.S. Department of Energy
Name of Recipient /pass-through entity, and contact information for awarding official of the Recipient	California Energy Commission
Name of Subrecipient	
Subrecipient's unique entity identifier (DUNS)	
Federal award identification number (FAIN)	
Federal Award Date of award to the Recipient by the Federal agency	
Subaward period of performance start and end date	
Amount of Federal funds obligated by this action by the pass-through entity to the Subrecipient	
Total amount of Federal funds obligated to the Subrecipient by the pass-through entity including the current obligation	
Total amount of the Federal award committed to the Subrecipient by the pass-through entity	
Federal award description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	
Identification of whether the award is research and development (R&D)	
Indirect cost rate for Federal award (including if the application of the de minimis rate per §200.414 Indirect (F&A) costs)	[refer to Sub's grant application]

3. Resolution of Conflicting Terms

In the event of any conflict in the terms of this Agreement, this Exhibit will take precedence.

4. Documents Incorporated by Reference

The following documents are hereby incorporated by reference:

- a. Award Agreement between the U.S. Department of Energy (DOE) and CEC, Award No. DE-SE0000024 (Award).
- b. Public Law 117-169, IRA.
- c. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) part 200 as amended by 2 CFR part 910, located at <http://www.eCFR.gov>.
- d. The Administrative and Legal Requirements Document (ALRD) for the HOMES Rebate Program, located at <https://www.energy.gov/scep/home-energy-rebate-programs-guidance>.
- e. The standard DOE financial assistance intellectual property provisions applicable to various types of recipients, located at: <https://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards>.
- f. The National Policy Assurances, located at: <http://www.nsf.gov/awards/managing/rtc.jsp> and <https://www.energy.gov/management/articles/national-policy-assurances-be-incorporated-award-terms>.
- g. Research Terms and Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp> (if the Award is for research and the Award is to a university or non-profit).
- h. Subrecipient's application or proposal for the HOMES Rebate Program as accepted by CEC.

5. Funding Restrictions

Funding is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.

6. Flow down requirements

- a. Subrecipient must require inclusion in all lower tier subrecipient or subcontract agreements, all federal award terms, and conditions in 2 CFR part 200 as amended by 2 CFR part 910 as set forth in 2 CFR 200.101 and ensure strict compliance.
- b. Subrecipient must require inclusion in all lower tier subrecipient or subcontract agreements all applicable Intellectual Property provisions and National Policy Assurances incorporated by reference in Subpart A.3.
- c. Subrecipient must require inclusion in all lower tier subrecipient or subcontract agreements, all other requirements as applicable in this Exhibit or elsewhere in the Agreement.

7. Reporting Requirements

- a. The federal reporting requirements are described in the Federal Assistance Reporting Checklist, Attachment 2 to Award DE-SE000024.

- b. CEC's noncompliance with reporting requirements may result in withholding of future payments, suspension, or termination of the Award, and withholding of future federal awards.
- c. Subrecipient must assist CEC with meeting all federal reporting requirements by providing all information requested by CEC for reporting purposes within the timeframes requested by CEC. Failure to by Subrecipient to comply with this requirement is a material breach of this Agreement.
- d. Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link system. STI submitted under this Award will be disseminated via DOE's OSTI.gov website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the DOE PAGES website. STI submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

8. Stewardship

- a. CEC and the Office of State and Community Energy Programs (SCEP) within DOE will exercise normal stewardship in overseeing the project activities performed under this Agreement. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.
- b. Subrecipient may be required to participate in, or provide information, documents, or other assistance requested by CEC or SCEP for the purpose of CEC or SCEP's federal stewardship.

9. CEC and Federal Involvement

- a. Subrecipient may be required to participate in periodic review meetings with SCEP to assess work performance under the Award and the timely achievement of technical milestones and deliverables. SCEP will determine the frequency of review meetings and select the day, time, and location of each review meeting. Subrecipient may be required to provide an overview of work performed under this Agreement, including but not limited to:
 - i. Technical progress compared to the Milestone Summary Table stated in Attachment 1 of Award DE-SE000024.
 - ii. Subrecipient's actual expenditures compared to the approved budget in Attachment 3 of Award DE-SE000024.
 - iii. Other subject matter specified by the DOE Technology Manager/Project Officer.
- b. Subrecipient must notify CEC, who in turn will notify SCEP, in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by CEC or SCEP, Subrecipient must provide CEC and SCEP with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings.
- c. CEC and SCEP's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Subrecipient must provide, and must require any lower tier

subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the

performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

- d. Subrecipient must provide, and must require any lower tier subrecipients to provide, any information, documents, site access, or other assistance requested by CEC SCEP for the purpose of federal stewardship or substantial involvement.

10. Audits

- a. Subrecipient and its lower tier subrecipients, contractors, and subcontractors must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to records of the Subrecipient and its lower tier subrecipients, contractors, and subcontractors relating to this Agreement.
- b. Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the financial records or administrative records of the Subrecipient and its lower tier subrecipients, contractors, and subcontractors relating to this Award at any time. Government-initiated audits are generally paid for by DOE.
- c. DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Subrecipient and its lower tier subrecipients, contractors, and subcontractors are required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
- d. DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

11. Refund Obligation

Subrecipient must refund any excess payments, received from CEC, including any interest. This obligation to refund excess payment also applies to any Subrecipient costs determined unallowable by CEC or DOE.

12. Foreign Travel

Subrecipient must obtain the prior written approval of CEC for any foreign travel costs.

13. Program Income

If the Subrecipient earns program income during the project period as a result of this Agreement, Subrecipient must add the program income to the funds committed to this Agreement and used to further eligible project objectives.

14. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provision, DOE or CEC are not responsible for or have any obligation to Subrecipient for (1) Decontamination and/or Decommissioning (D&D) of any of Subrecipient's facilities, or (2) any costs which may be incurred by Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

15. National Environmental Policy Act (NEPA)

- a. DOE must comply with the National Environmental Policy Act prior to authorizing the use of Federal funds.
- b. DOE has determined that certain "Allowable Activities" listed in the State Energy Office NEPA Determination (Attachment 5) to Award DE-SE000024 are categorically excluded and require no further NEPA review. Subrecipient is thereby authorized to use Federal funds for the "Allowable Activities" listed in the IRA 50121 and 50122, Home Energy Rebate Programs Early Admin Funds ALRD NEPA Determination, subject to this Section 14 and the restrictions listed in Attachment 5.
- c. This NEPA Determination only applies to activities funded by the IRA 50121 and 50122, Home Energy Rebate Programs Early Admin Funds ALRD.
- d. Activities not listed under "Allowable Activities" are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Subrecipient may be required to complete the environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by DOE's Contracting Officer prior to initiating the project or activities.
- e. Subrecipient must identify and promptly notify CEC of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
- f. Subrecipient must adhere to the terms and restrictions of California's DOE executed Historic Preservation Programmatic Agreement (PA). DOE executed Historic Preservation PA are available on the Office of State and Community Energy Programs website: <https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements>.
- g. Subrecipients are responsible for completing the online NEPA and Historic preservation training at <http://www.energy.gov/node/4816816> and contacting NEPA with any questions GONEPA@ee.doe.gov.
- h. If Subrecipient intends to undertake activities or projects that do not fall within the NEPA determination, those activities and projects are subject to additional NEPA review by DOE and are not authorized for Federal funding unless and until DOE's Contracting Officer provides written authorization on those additions or modifications. Should Subrecipient elect to undertake activities or projects prior to written authorization from DOE's Contracting Officer, Subrecipient does so at risk of not receiving Federal funding for those activities and projects, and such costs may not be recognized as allowable cost match.

16. Historic Preservation

- a. DOE must comply with the requirements of Section 106 of the National Historic Preservation Act prior to authorizing the use of Federal funds. Section 106 applies to historic properties

that are listed in or eligible for listing in the National Register of Historic Places.

- b. Subrecipient must comply with all the Stipulations of California's DOE executed Historic Preservation PA. All DOE executed PAs are available on the Office of State and Community Energy Programs website: <https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements>.
- c. In addition to the Stipulations in their PAs, Recipients must notify CEC, who will in turn DOE via GONEPA@ee.doe.gov whenever:
 - i. Subrecipient or the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by DOE;
 - ii. There is a disagreement between an applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification, and evaluation of historic properties and/or the assessment of effects;
 - iii. There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or
 - iv. There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR §800.9 (b) and 36 CFR § 800.9 (c).

17. Intellectual Property

Intellectual property rights are subject to 2 CFR 200.315 (e.g., institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g., for-profit).

18. Performance of Work in United States

- a. All work performed under this Agreement must be performed in the United States unless DOE provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, Subrecipient should make every effort to purchase supplies and equipment within the United States.
- b. If Subrecipient fails to comply with the Performance of Work in the United States requirement, DOE's Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Subrecipient cost share regardless if the work is performed by Subrecipient or its lower tier subrecipients, vendors or other project partners.
- c. DOE may approve the performance of a portion of the work outside the United States under limited circumstances. Contractor must obtain a waiver via CEC prior to conducting any work outside the U.S.
- d. Subrecipient must obtain a waiver from DOE's Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Contractor must submit a written request to CEC, who in turn will provide to DOE, that includes:
 - i. The rationale for performing the work outside the U.S.;

- ii. A description of the work proposed to be performed outside the U.S;
- iii. The proposed budget of work to be performed; and
- iv. The countries in which the work is proposed to be performed.

The rationale must demonstrate to the satisfaction of DOE that the performance of work outside the United States would further the purposes of the Federal Program and is in the economic interests of the United States. DOE's Contracting Officer may require additional information before considering such a request.

19. Foreign National Involvement

Subrecipients and its lower tier subrecipients and contractors who anticipate involving foreign nationals in the performance of an award, may be required to provide CEC and DOE with specific information about each foreign national to satisfy requirements for foreign national participation. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. The volume and type of information collected may depend on various factors associated with the award.

20. Publications

Subrecipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Agreement, whether copyrighted or not:

- a. Acknowledgment: "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the IRA Home Energy Rebates Award Number DE-SE000024."
- b. Full Legal Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."
- c. Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Subrecipient should make every effort to include the full Legal Disclaimer. However, in the event Subrecipient is constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

21. Budget Changes

- a. Any increase in the total project cost, whether DOE share or Cost Share, must be approved in advance and in writing by CEC and DOE's Contracting Officer. Any change that alters the project scope, milestones or deliverables requires prior written approval of CEC and DOE's

Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

- b. Subrecipient must obtain the prior written approval for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost. Subrecipient must notify CEC, who will in turn the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost.
- c. Subrecipient must obtain the prior written approval for any transfer of funds between direct and indirect cost categories. If Subrecipient's actual allowable indirect costs are less than those budgeted, Subrecipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement.

22. Interim Conflict of Interest Policy for Financial Assistance

- a. The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/pf-2022-17-department-energy-interim-conflict-interest-policy-requirements-financial>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the Principal Investigator and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE.
- b. Subrecipient must flow down the requirements of the interim COI Policy to any lower tier subrecipients, with the exception of DOE National Laboratories.
- c. Further, Subrecipient must identify all financial conflicts of interests (FCOI), i.e., managed, and unmanaged/unmanageable, in its initial and ongoing FCOI reports. It is understood that non-Federal entities and individuals receiving DOE financial assistance awards will need sufficient time to come into full compliance with DOE's interim COI Policy. To provide some flexibility, DOE allows for a staggered implementation. **Specifically, prior to award, Subrecipient must ensure all Investigators on this Award complete their significant financial disclosures; review the disclosures; determine whether a FCOI exists; develop and implement a management plan for FCOIs; and provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed, and unmanaged/unmanageable).** Subrecipient will have 180 days from the date of this Award to come into full compliance with the other requirements set forth in DOE's interim COI Policy.

23. Terms Subject to Change Upon Obligation of Full Formula Award Allocation

- a. These terms and conditions cover the initial allocation of funds for this program. Subrecipient is advised that some terms may be added, modified, or removed upon CEC's application and approval for the full formula allocation under this program, in order to properly implement all programmatic requirements associated with the program.
- b. Additional terms that may be incorporated include, but are not limited to:

- i. Publication of Information on the Internet
- ii. Certification and Registration
- iii. Whistleblowers and False Claims

24. Reporting Tracking and Segregation of Incurred Costs

IRA funds may be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate. Subrecipient must keep separate records for IRA funds and must ensure those records comply with the requirements of the IRA.

Subpart B. General Provisions

1. Compliance with Federal, State, and Municipal Law

- a. Subrecipient must comply with all applicable federal, state, and local laws and regulations for all work performed under this Agreement.
- b. Subrecipient must obtain all necessary federal, state, and local permits, authorizations, and approvals for all work performed under this Agreement.
- c. Any apparent inconsistency between federal and state laws and regulations and the terms and conditions of this Award must be referred to CEC's Contract Administration Manager for guidance.

2. Record Retention

Subrecipient is required to retain records relating to this Award consistent with 2 CFR 200.334 through 200.338.

3. Allowable costs

- a. Allowable costs are determined in accordance with 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable in accordance with the applicable federal cost principles. Pursuant to 2 CFR 910.352, the cost principles in the Federal Acquisition Regulations (48 CFR Part 31.2) apply to for-profit entities. The cost principles contained in 2 CFR Part 200, Subpart E apply to all entities other than for-profits. Costs to support or oppose union organizing, whether directly or as an offset for other funds, are unallowable.
- b. Subrecipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its lower-tier subrecipients and project costs that the Subrecipient claims as cost sharing, including in-kind contributions. Subrecipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable, and allocable, and comply with the cost principles. Upon request, the Subrecipient is required to provide such records. Such records are subject to audit. Failure to provide adequate supporting documentation may result in a determination that those costs are unallowable.
- c. Payments made for costs determined to be unallowable by either DOE, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal

agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also 2 CFR 200.300 through 200.309.

4. Indirect Costs

Subrecipient's indirect costs must be appropriately managed, be allowable, and comply with the requirements of the Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

5. Profit or Fees

See 2 CFR 910.358 for limitations pertaining to profit or fees.

6. Project Closeout

In addition to any other requirements set forth in this Agreement, Subrecipient must comply with the project closeout requirements in 2 CFR 200.344.

7. Property Standards

See 2 CFR 200.310 through 200.316 for requirements. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit Subrecipients, which include but are not limited to prior approval for real property or equipment with an acquisition cost per unit of \$5,000 or more and, in certain circumstances, recording UCC financing statements.

8. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

9. Real Property

- a. Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.
- b. Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).
- c. See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

10. Equipment

- a. Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will vest conditionally with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.
- b. States must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.
- c. Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).
- d. Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).
- e. When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.
- f. Disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (b) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR Part 200.313(e)(2); or (c) transfer title to DOE or to an eligible third Party as specified in CFR Part 200.313(e)(3).
- g. See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

11. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

12. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

13. Uniform Commercial Code (UCC) Financing Statements

Per 2 CFR 910.360 (Real Property and Equipment), when applicable, requires when Subrecipient purchases with federal funds, and federal share of the financial assistance agreement is more than \$1,000,000, Subrecipient must:

Properly record, and consent to DOE's ability to properly record if the Subrecipient fails to do so, UCC financing statement(s) for all equipment in excess of \$5,000 purchased with project funds. These financing statement(s) must be approved in writing by the DOE Contracting Officer prior to the recording, and they shall provide notice that the recipient's title to all equipment (not real

property) purchased with federal funds under the financial assistance agreement is conditional pursuant to the terms of this section, and that the government retains an undivided reversionary interest in the equipment. The UCC financing statement(s) must be filed before the DOE Contracting Officer may reimburse the recipient for the federal share of the equipment unless otherwise provided for in the relevant financial assistance agreement. The recipient shall further make any amendments to the financing statements or additional recordings, including appropriate continuation statements, as necessary or as the Contracting Officer may direct.

14. Conference Spending

Subrecipient must not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

15. Lobbying

- a. By accepting funds under this Award, the Subrecipient agrees that it must not use, directly or indirectly, any federal funds to influence or attempt to influence, directly or indirectly, congressional action on any legislative or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.
- b. If this Award to subrecipient exceeds \$100,000, the Subrecipient must complete and submit SF-LLL, "Disclosure of Lobbying Activities" (<https://www.grants.gov/web/grants/forms/sf-424-individual-family.html>) to ensure that non-federal funds have not been paid and will not be paid to any person for influencing or attempting to influence any of the following in connection with the application for this Program

16. Telecommunications and Video Surveillance Services or Equipment Prohibition

As set forth in 2 CFR 200.216, Subrecipient is prohibited from obligating or expending project funds (Federal funds and Subrecipient cost share) to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology

Company (or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889, 2 CFR 200.216, and 2 CFR 200.471 for additional information.

17. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- a. Subrecipient and its subrecipients, contractors and subcontractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- b. Subrecipient and its subrecipients, contractors and subcontractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- c. Subrecipient and its subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide⁴ should be consulted to gain an understanding of the requirements and possible actions the Subrecipient and its subrecipients, contractors and subcontractors must take. Additionally, for construction projects valued at \$35 million or more and lasting more than one year, the Subrecipient and its subrecipients, contractors and subcontractors may be selected by OFCCP as a mega construction project. If selected, DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see <https://www.dol.gov/agencies/ofccp/construction/mega-program>.

18. Nondiscrimination

By signing this Agreement or accepting funds under this Agreement, Subrecipient assures that it will comply with applicable provisions of the following, national policies prohibiting discrimination:

⁴ See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec>. Also see the National Policy Assurances at <http://www.nsf.gov/awards/managing/rtc.jsp>.

- a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DOE regulations at 10 CFR part 1040.
- b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR part 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042.
- d. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE at 10 CFR part 1040.
- e. On the basis of handicap, in (1) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041 and (2) The Architectural Barriers Act of 1968 (42 U.S.C. 4151, et seq.).

19. **Americans with Disabilities Act of 1990**

Subrecipient shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

20. **Promoting Free Speech and Religious Liberty**

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character.

21. **Nondisclosure and Confidentiality Agreement Assurances**

- a. By entering into this Agreement, Subrecipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- b. The Subrecipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or any investigative or law enforcement representative of a Federal department or agency of a suspected violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this Agreement and are controlling.”

- c. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d. Notwithstanding the provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

22. Export Control

- a. The United States Government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of federal agencies and regulations that govern exports that are collectively referred to as "Export Controls". Subrecipient is responsible for ensuring compliance with all applicable U.S. Export Control laws and regulations relating to any work performed under this Award, at the Subrecipient or lower tier level.
- b. Subrecipient must immediately report to DOE any export control violations related to the project funded under this Award, at the Subrecipient or a lower tier level, and provide the corrective actions to prevent future violations.

23. Corporate Felony Conviction and Federal Tax Liability Assurances

- a. By entering into this Agreement, Subrecipient attests that it has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.
- b. Subrecipient further attests that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- c. For purposes of these assurances, the following definitions apply:

A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States [but not foreign corporations]. It includes both for-profit and non-profit organizations.

24. Insolvency, Bankruptcy or Receivership

- a. Subrecipient shall immediately notify the CEC, who will in turn notify DOE, of the occurrence of any of the following events:
 - i. the Subrecipient, or its parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act;

- ii. the Subrecipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Subrecipient, or its parent;
 - iii. the filing of any similar proceeding for or against the Subrecipient, or its parent, or its consent to, the dissolution, winding-up or readjustment of the Subrecipient's debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Subrecipient under any other applicable state or federal law; or
 - iv. The Subrecipient's insolvency due to its inability to pay its debts generally as they become due.
- b. Such notification shall be in writing and shall:
- i. specifically set out the details of the occurrence of an event referenced in paragraph (a);
 - ii. provide the facts surrounding that event; and
 - iii. provide the impact such event will have on the project being funded by this Award.
- c. Upon the occurrence of any of the four events described in the first paragraph, CEC and DOE reserve the right to conduct a review of the Subrecipient's award to determine the Subrecipient's compliance with the required elements of the Award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with the Subrecipient's performance under the Award, the DOE reserves the right to impose additional requirements, as needed, including
- i. change the Subrecipient's payment method; or
 - ii. institute payment controls.
- d. Failure of the Subrecipient to comply with this term may be considered a material noncompliance of this financial assistance award by the DOE Contracting Officer.

25. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

All contracts made by a non-Federal entity under the Federal award, including those made by the Subrecipient, must contain the provisions listed in Appendix II to 2 CFR Part 200.

26. Final Incurred Cost Audit

In accordance with 2 CFR Part 200 as amended by 2 CFR Part 910, the CEC and/or DOE reserves the right to initiate a final incurred cost audit on this Award. If the audit has not been performed or completed prior to the closeout of the award, the CEC and/or DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

27. Required Reporting under the Federal Funding and Transparency Act of 2006

- a. Public Law 109-282, the Federal Funding Accountability and Transparency Act of 2006 as amended (FFATA), requires certain disclosures of entities and organizations receiving federal funds. The administrative requirements for complying with FFATA are contained in 2 CFR Part 170. Subrecipient must comply, as applicable, with all FFATA requirements including but not

limited to providing CEC with any required data within the timeframe requested by CEC.

- b. Unless an exemption applies, CEC must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to an “non-federal entity” as defined in 2 CFR Part 170 to <https://www.fsr.gov>.
- c. Unless an exemption applies, CEC must report the names and total compensation of each of Subrecipient’s five most highly compensated executives for the preceding fiscal year if:
 - i. In Subrecipient's preceding fiscal year, Subrecipient received: (a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards)
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- d. Additional definitions relevant to this Section are contained in 2 CFR Part 170.

28. Unique Entity Identifier

- a. Unique Entity Identifier refers to the identifier assigned by the Federal repository, System for Award Management (SAM), to uniquely identify business entities.
- b. No entity may receive a subaward under this Program from CEC until the Subrecipient entity has provided its Unique Entity Identifier to CEC. CEC may not make a subaward to an entity unless the entity has provided its Unique Entity Identifier number to CEC.
- c. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following for purposes of this Section:
 - i. A foreign organization;
 - ii. A foreign public entity;
 - iii. A domestic for-profit organization; and
 - iv. A Federal agency.
 - v. Subaward has the meaning given in 2 CFR 200.1.
 - vi. Subrecipient has the meaning given in 2 CFR 200.1.

29. Annual Independent Audits

- a. Subrecipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).
- b. The annual independent audits are separate from any Government-initiated audits and must be paid for by Subrecipient. To minimize expense, Subrecipient may have a Compliance audit

in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Subrecipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.338, Remedies for Noncompliance.

30. Integrity and Performance Matters

- a. Subrecipient must immediately notify CEC of any civil, criminal, or administrative proceedings as described in part b. of this Section, below.
- b. Subrecipient must submit information as directed by CEC about each proceeding that (1) is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government; (2) reached its final disposition during the most recent five-year period; and (3) is one of the following:
 - i. A criminal proceeding that resulted in a conviction (judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*).
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - iii. An administrative proceeding, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000. An administrative proceeding is a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
 - iv. Any other criminal, civil, or administrative proceeding if (1) it could have led to an outcome described in paragraph i., ii., or .iii., above; (2) it had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and (3) the requirement in this Section to disclose information about the proceeding does not conflict with applicable laws and regulations.

31. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

32. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40

U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

33. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

34. Clean Air Act and the Federal Water Pollution Control Act

If this award to Subrecipient exceeds \$150,000, Subrecipient agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the CEC, which will in turn report to the DOE and the Regional Office of the U.S. Environmental Protection Agency (EPA).

35. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the SAM, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

36. Procurement of recovered materials

A Subrecipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

37. Domestic Preferences for Procurements

- a. As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

38. Fraud, Waste, and Abuse

- a. The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE’s programs and operations including deterring and detecting fraud, waste, abuse, and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of DOE activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.
- b. Subrecipient must disclose, in a timely manner, in writing to CEC and DOE all violations of State and Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- c. Failure to make the required disclosures can result in any of the remedies described in 2 CFR 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

ATTACHMENT F
CEC INVOICE TEMPLATE

California Energy Commission Equitable Decarbonization Program

*Southern California Coalition for the
Statewide EBD Program*



2023 County of Los Angeles Internal Services
Department, Energy and Environmental Service



CEC EBD Program Background Information

The Equitable Building Decarbonization Program (EBD Program) will help eligible residential customers electrify their homes at no cost, reducing greenhouse gas emissions and advancing energy equity.

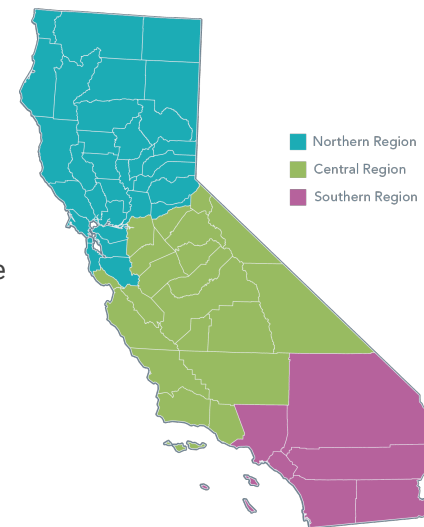
The EBD Program will also encourage resiliency to extreme heat, indoor air-quality improvements, energy affordability, grid reliability, and local workforce opportunities.

EBD Statewide Direct Install Program

- The EBD Statewide Direct Install Program will provide building decarbonization upgrades for low-income and moderate-income households in single-family, multifamily, and manufactured homes in under-resourced communities.
- The program will be administered separately in Northern, Central, and Southern California.

Program Funding

- Funded by the California Energy Commission
- \$783M for the Grant Program (58% for Southern California region)
- Projects will be funded at a 100% grant rate; projects that leverage other funds will be more competitive
- Three administrators will be competitively selected (one per region)



Overview and Purpose

The SoCal EBD Program is designed to be a one-stop-shop that provides comprehensive project support services from project inception to completion: gold standard white glove project delivery for home electrification.

In addition, the SoCal EBD Program is designed to build a trade ally network of electrification experts:

- Home Electrification Concierge
- Electrification Construction Managers
- Intake Advisors
- Installation Contractors

Types of No-Cost Upgrades



Heating and Cooling



Water Heating



Cooking



Laundry



Lighting



Building Envelope



Electrical



Remediation and Safety

SoCal Building Decarbonization Coalition

- The County of Los Angeles is leading a coalition of southern California partners that include *public agencies, JPAs, and CBOs to apply for the CEC EBD Program Southern Region funding.*
- Through this partnership resources would be available to partners that will enable them to offer their residential customers a DI Decarbonization program within their service territory.
- Through this coalition partners will be able to provide local insight in the development of the proposal as well as the implementation post-award.

Partnership Overview

Partner Agencies

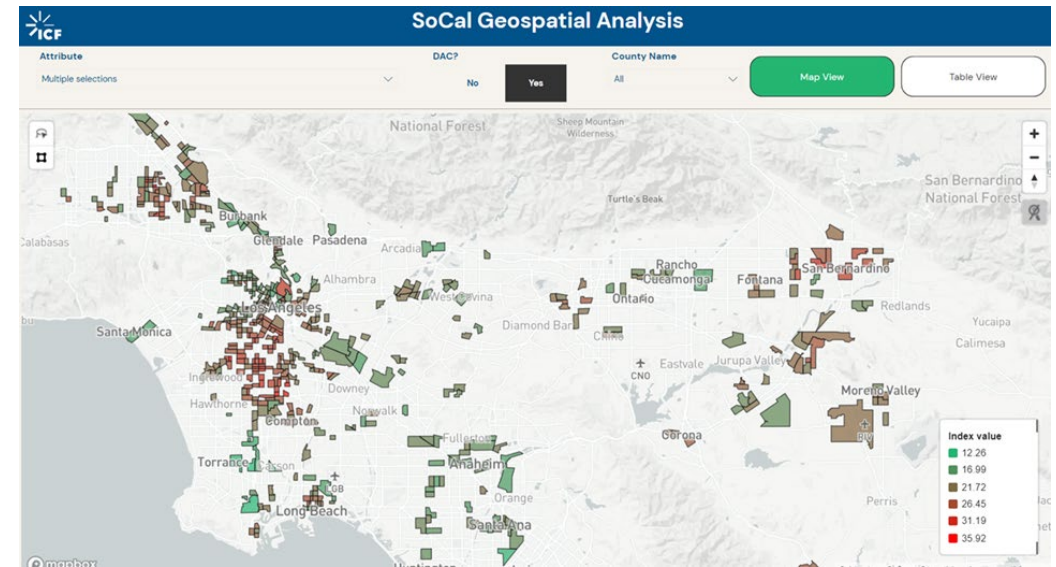
- SDCP
- Clean Energy Alliance
- IREN
- SoCalREN
- SBCCOG
- SGVCOG
- WRCOG
- GWCCOG
- OC Power Authority

Roles and Responsibilities	Benefits to Communities
• Provide logo and background information (e.g., organization overview, community information, etc.) • Sign Partnership Letter • Virtual Partner Advisory Council meeting (cadence TBD) • In-person Partner Advisory Council meetings (cadence TBD) • Recruit local CBOs • Marketing, education & Outreach • Pipeline Leads	• Deliver equitable decarbonization to low- and middle-income (LMI) households • Supports renewable energy affordability for LMI customers • Clean Energy Alliance Customer Options • San Diego Clean Power Customer Options • OC Power Authority Customer Options • Alignment with local initiatives (e.g., climate mitigation and adaptation, affordable housing, etc.) • Sustainable South Bay • SGVCOG Programs and Projects • WRCOG/IREN Programs (Energy Environmental)

Initial Community Focus Areas (ICFAs) and Rapid Start Communities

Equitable approach to identify communities within each sub-region in the initial community focus areas.

- ☐ Used geospatial data to identify census tracts with highest portions of low-income population and CARE/FERA participation, in proximity to the worst air quality and pollution sources, at the greatest risk for natural disaster, and most impacted by energy and housing burden.
- ☐ Data was collected from the following:
 - CARB Investments Priority Pop. Map
 - CA Climate Investments Pop. 2023
 - U.S. DOE [LEAD Tool](#)
 - Cal-Adapt
 - CES 4.0 and SB 535 DAC Map
 - CalFire Hazard Sev. Zones in SRA 2023
 - Once-through-cooling gas-fired plants
 - NASA thermal imaging data
 - Density of LI housing units per capita
 - Social Vulnerability Index (SVI)
 - Healthy Places Index (HPI)
 - Access to Parks and Green Spaces
 - California Census Data
 - Justice40



Criteria to select ICFAs

Equitable approach to identify communities within each sub-region to be included in the initial community focus areas for consideration.

- ❑ Strategically identified ICFAs to ensure benefits of decarbonization reach the communities most in need and are selected based on a combination of criteria, including high levels of pollution, economic disadvantage, and vulnerability to climate impacts.
- ❑ The program prioritizes disadvantaged communities (DACs) and other under-resourced areas to maximize the positive impact on both the environment and public health.

Data Type	Feature(s)	Source
Demographic and Economic	- Housing costs - Household income at or below poverty level - Households making less than 80% of area median family income - Low employment and unemployment - Linguistic isolation (share of households where no one over age 14 speaks English)	CalEnviroScreen 4.0
Environmental	Lack of green space	CA Justice40
Hazards Exposure and Risk	- PM 2.5 in air level of inhalable particles - Diesel particulate matter exposure - Proximity to hazardous waste facilities - Proximity to Superfund Sites - Proximity to Risk Management Plan Facilities - Projected flood risk - Wildfire threat - Wastewater discharge modeled toxicity - Urban Heat Island	CA Justice40 CalEnviroScreen 4.0 Cal Fire Hazard Severity FEMA Flood Maps NASA TAIR

Exhibit 1. Data Utilized for Initial Community Focus Areas

Weighting Scheme

Criteria are weighted based on perceived level of importance per LA County's priorities:

Sub criteria name	Weight applied (after normalizing)
Energy burden (%) (income, energy expenditure, fuel type, and housing type)	9
Underserved communities (historic redlining) - binary yes/no	8
Household income	7
Days above 90F (#, percentile)	6
Fire risk (percentile)	6
Housing burden (percentile)	5
Gas-fired power plants in S. CA with NP capacity above 100MW (Name)	5
Total households	5
Poverty level (percentile)	4
Flood risk (percentile)	4
Unemployment (percentile)	3
Superfund site proximity	3
Impervious surfaces	3
Air pollutant exposure (PM) (percentile)	3
Air pollutant exposure (Ozone) (percentile)	3

Weighting Scheme

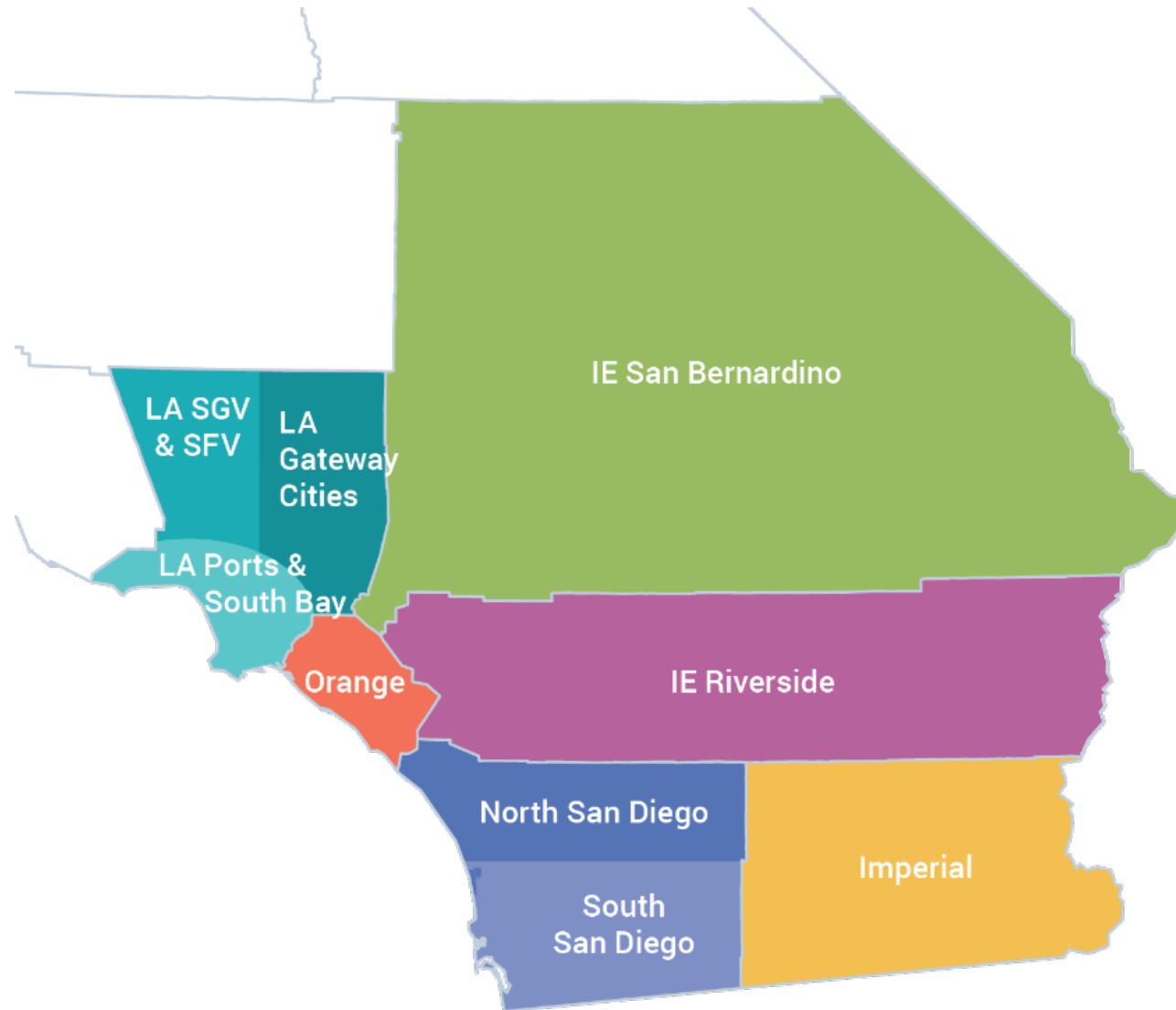
Criterion are weighted based on perceived level of importance per LA County's priorities:

Sub criteria name	Weight applied (after normalizing)
Air pollutant exposure (Diesel particulate) (percentile)	3
Asthma (percentile)	3
Cardiovascular disease (percentile)	3
Hazardous waste facilities within distance (percentile)	3
Family type (homeless, individual, senior, veteran, disabled, special needs, large)	3
Homes without indoor plumbing (percentile, percent)	2
Parks	2
Agricultural loss rate (NH Risk Index)	2
Drinking water contaminant (percentile)	2
Lead risk for low income children in older housing (percentile)	2
Groundwater threats within distance (percentile)	1

Criteria to select Rapid Start Communities

- ❑ Open source environmental and economic factors will be used to assess census tract prioritization, including low employment, areas with high PM 2.5 concentrations, and hazard risks.
- ❑ Collectively this data analysis will inform Rapid Start Community identification and assists with the prioritization of decarbonization measures to democratize access to GHG reduction benefits and energy resiliency and cost savings for disadvantaged communities.
- ❑ Analysis outputs for installing measures to further focus the selection of Rapid Start Community properties that will maximize benefits for the most vulnerable and under-resourced residents and property owners.
- ❑ **Recommendation: AMI data requires approximately 120 days to acquire, process, including cyber security requirements. This data will be used for long-term program implementation to identify and prioritize individual properties and measures yet will not be available in time to complete direct installation measures for Rapid Start Communities.**
- ❑ **AMI data (e.g., measured energy demand and energy use by household type and geography, aggregated by desired footprint) will be used to generate modeled energy consumption by building and simulation of cost savings.**

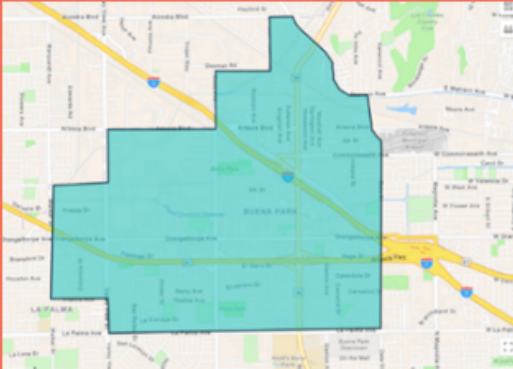
Initial Community Focus Areas (ICFAs)



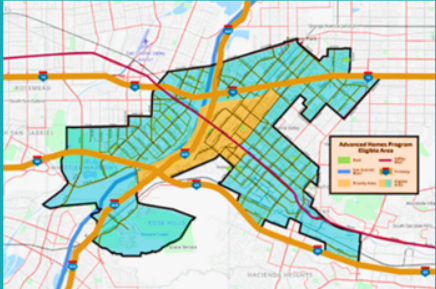
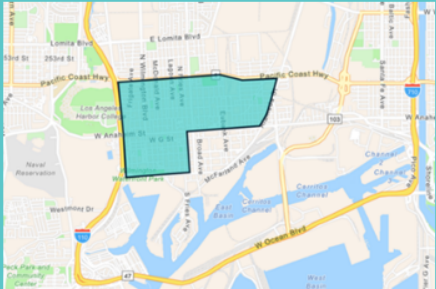
Initial Community Focus Areas (ICFAs)

Community	Climate Zone	Census Tracts	Information
SD South: STORM Community	7	6073021900 6073011801 6073011802 6073011700 6073022000 6073011902	Southeast San Diego, Shelltown, Southcrest, Barrio Logan, Mountain View, Encanto, Spring Valley & National City. Homes impacted by January 2024 floods. The entire impacted region is included in this Initial Community Focus Area.
SD North: Escondido Creek	10	6073020207 6073020209	The Escondido creek community faces a high risk from floods. Manufactured home communities in the area are at high risk of damage from wildfires.

Initial Community Focus Areas (ICFAs)

Orange County: Buena Park		8	
		6059110301 6059110302 6059110401 6059110500 6059110603 6059110606 6059110607	Buena Park residents experience high pollution, lack of green space, and high risk of flooding. This community is in close proximity to both Superfund sites and Risk Management Plan facilities.

Initial Community Focus Areas (ICFAs)

Community	Climate Zone	Census Tracts	Information
LA Gateway Cities: Bell Gardens	8	 6037534101 6037534102 6037533901 6037533902 6037534202 6037534201	Bell Gardens households experience extreme poverty and pollution coupled with high housing costs. This community is in close proximity to both Superfund sites and Risk Management Plan facilities.
LA San Gabriel Valley: BAACE	9	 6037125310 6037125320 6037206200	Bassett and Avocado Heights are adjacent neighborhoods in the San Gabriel Valley, near the cities of Industry, South El Monte, La Puente, and West Covina. In top 10% of California DACs due to high pollution in the area.
LA South Bay & Ports: Wilmington	6	 6037294620 6037294610 6037294520 6037294510 6037294302 6037294830 6037294820 6037294810 6037294900	Adjacent to the Port of Los Angeles, Wilmington experiences high pollution due to proximity to goods movement activities. Historic lack of access to home ownership negatively impacts residents.

Initial Community Focus Areas (ICFAs)

Community	Climate Zone	Census Tracts	Information
IE SB: Victorville/Apple Valley	14	6071010025 6071010011	Located in one of the nation's most polluted areas, at risk for extreme heat impacts. This community is <u>in close proximity</u> to both Superfund sites and Risk Management Plan facilities.

Initial Community Focus Areas (ICFAs)

Community	Climate Zone	Census Tracts	Information
IE Riverside: Coachella Valley	14	6065049500 6065045502	The Coachella Valley experiences extreme poverty, pollution, and heat. Superfund sites and Risk Management Plan facilities are <u>in close proximity</u> to the targeted census tracts.
Imperial County: Brawley	15	6025010500 6025010400 6025010700	Brawley experiences poverty, pollution, and an extreme risk of wildfires. This community also experiences linguistic isolation—97 th percentile of households where no one over age 14 speaks English.

Regional Outreach & Engagement

Rapid Start Communities



LA GATEWAY CITIES

- CPA, SoCalREN
- GCCOG, PSR-LA, ECH, SAJE, CHP, GRID Alternatives, ECC, TEC
- IBEW, LAC WIB, Slauson Occ. Center, YouthBuild

LA SGV & SFV

- CPA, SoCalREN
- SGVCOG, PSR-LA, ECH, SAJE, Day One, The Niles Foundation, Pacoima Beautiful, CHP, GRID Alternatives, ECC, TEC
- IBEW, SGV Worx, LA County WIB, SoCalREN WE&T, WINTER

LA PORTS & SOUTH BAY

- CPA, SoCalREN
- SBCOG, PSR-LA, ECH, SAJE, LAANE, CHP SELA Collaborative, Long Beach Forward HELP, The Niles Foundation, ECC, TEC, The House of Yahweh, GRID Alternatives
- South Bay WIB, LAC WIB

ORANGE

- OCPA, SoCalREN
- CHP, CAC, ECC, TEC GRID Alternatives
- SoCalREN WE&T, IBEW

NORTH SAN DIEGO

- CEA, SDCP, SDREN
- SDUSC, CAC, CHP, ECC, GRID Alternatives, TEC SoCal Tribal Chairmen's Assoc.
- SDWIB, IBEW

SOUTH SAN DIEGO

- SDCP, SDREN
- SDUSC, CHP, ECC, GRID Alternatives, TEC SoCal Tribal Chairmen's Assoc.
- SDWIB, IBEW

IE SAN BERNARDINO

- CalChoice, I-REN
- SBCOG, CHP, ECC, GRID Alternatives, TEC, SoCal Tribal Chairmen's Assoc.
- SBC Workforce Dev. Board, IBEW

IE RIVERSIDE

- CalChoice, I-REN
- WRCOG, CHP, ECC, TEC, GRID Alternatives, SoCal Tribal Chairmen's Assoc.
- Riverside Co. Workforce Dev. Board, IBEW

IMPERIAL

- IID, SoCalREN
- CHP, GRID Alternatives, ECC, TEC, SoCal Tribal Chairmen's Assoc.
- Imperial Workforce Board, Imperial Valley College, IBEW



Participant DI Install Goals

Housing Type	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Single-Family Homes	310	929	929	620	310	3,098
Multifamily Homes	817	2,450	2,450	1,633	817	8,167
Manufactured Homes	125	376	376	251	125	1,253
Total Homes	1,252	3,755	3,755	2,504	1,252	12,518

ICFA CBO & Program Layering

California Housing Partnership:

- ❑ Focuses on enhancing affordable housing and energy efficiency across California
- ❑ Collaborates extensively with affordable housing providers throughout California to support targeted marketing efforts aimed at multifamily affordable housing properties
- ❑ Actively contributes to energy program implementation and decarbonization advocacy for both existing and new construction.
- ❑ Since 2021, has conducted over 34 decarbonization training sessions, including Affordable Housing Decarbonization Summits in 2020, 2021, and 2023

ICFA CBO & Program Layering

California Housing Partnership Key programs:

- ❑ Low-Income Weatherization Program (LIWP) for Multifamily: Provides marketing, outreach, and education services tailored to affordable housing nonprofits and public housing authorities statewide
- ❑ Solar on Multifamily Affordable Housing (SOMAH): Supports the expansion of the SOMAH project pipeline statewide, prioritizing participation in disadvantaged communities
- ❑ Comprehensive Affordable Multifamily Retrofit (CAMR): Provides services to the Los Angeles Department of Water and Power's first program designed for multifamily buildings
- ❑ Portfolio Reinvestment Program (PRP): Extends the long-term affordability of HCD-funded rental multifamily housing properties at risk of conversion to market-rate housing
- ❑ Greenhouse Gas Reduction Fund (GGRF): Provides financial support and incentives for energy efficiency upgrades in underserved communities

ICFA CBO & Program Layering

Casa De Orro:

- ❑ Located in Spring Valley, unincorporated San Diego County.
- ❑ Formed in 2015 by residents, landlords, and business owners concerned about high-risk businesses in the area
- ❑ Successfully mobilized over 300 individuals through community organizing and input sessions
- ❑ Vision: Create and maintain a historically rich, culturally diverse, thriving community that is attractive, safe, pedestrian-friendly, and a popular destination for dining, entertainment, and shopping
- ❑ Received various grants since 2021, including San Diego County neighborhood reinvestment grants, community enhancement grants, a small business stimulus program grant, a Union Bank Community Grant, and a grant from Southwestern College Center for Business Enhancement

ICFA CBO & Program Layering

Esperanza Community Housing:

- ❑ Focuses on equity and climate action in South Los Angeles, CA.
- ❑ Implements green energy upgrades and sustainability projects for low-income residents (30%-60% AMI).
- ❑ Aims to reduce greenhouse gas emissions and energy consumption by up to 40%.

Key Programs:

- ❑ Multifamily Affordable Housing Energy Program (MAHEP)
- ❑ Comprehensive Affordable Multifamily Retrofits program (CAMR)
- ❑ Low-Income Weatherization Program (LIWP)

Initial Community Focus Areas (ICFAs)

Tribal Communities

- ❑ SoCal EBD Team will partner with Tribal Energy & Climate Collaborative (TECC) who represents the Southern California Tribal Chairmen's Association (SCTCA) and 25 tribes across the southern EBD region.
- ❑ TECC will coordinate with the SoCal EBD team and CEC to fully understand the impact and eligibility for those residing in tribal communities.

Rapid Start Communities

STORM Communities	On January 22, 2024, 1,000+ homes in the San Diego region were impacted by unprecedented flooding, leading to the declaration of a federal emergency. Disaster recovery data indicates the communities most likely to qualify for this program are between the I-8 and CA-54—historically under-resourced communities that have experienced first-hand the impacts of climate change. SDUSC is actively involved in recovery efforts and will lead engagement.
BAAEC Project Area	Bassett and Avocado Heights are adjacent SGV neighborhoods near the cities of Industry, South El Monte, La Puente, and West Covina. Arsenic emissions at the nearby Quemetco Battery Recycling Center and high traffic density along three adjacent freeways contributes to pollution, placing these communities within the top 10% of DACs in California. ⁴ Projected to experience 40+ extreme heat days per year by 2050. ⁵ Coordinated delivery with BAAEC Advanced Homes and Community Solar by TEC, Day One, and Active SGV.
Wilmington	Community Outreach Partners Climate Resolve and USGBC-CA lead delivery of a TECH Initiative - Quick Start Grant program supporting multi-family buildings and single-family homes in low-income and disadvantaged communities in Wilmington and San Pedro with heat pump installations. EBD services in Wilmington will be delivered in conjunction with these efforts.

CBO Rapid Start Community Summary

STORM Communities: Climate Zone 7 - Regional Partner: San Diego Urban Sustainability Coalition

- ❑ The coalition has been engaging with community members to identify homes ready to participate in the EBD DI program as soon as it becomes available
- ❑ Over a thousand homes in the San Diego region were impacted by severe flooding on January 22, 2024, leading to a federal emergency declaration. The communities most likely to qualify for this program include Southeast San Diego, Shelltown, Southcrest, Barrio Logan, Mountain View, Encanto, Spring Valley, and National City
- ❑ These homes are in California climate zones 7 & 10, primarily single-family homes, with some multi-family and manufactured homes. The local utility SDG&E has some of the highest rates in the country, causing higher than average energy burdens. Pairing the EBD DI program with eligible solar PV/battery programs will provide significant utility bill savings

CBO Rapid Start Community Summary

BAAEC Project Area: Climate Zone 9 - Regional Partner: The Energy Coalition

❑ Outreach and Engagement Liaison:

- Primary contact for CBOs in the southern region
- Support and guide CBOs on marketing, education, and outreach
- Facilitate communication and collaboration

❑ Training and Technical Assistance:

- Provide training on EBD program requirements and best practices
- Assist CBOs in using program tools and resources

❑ Monitoring and Evaluation:

- Monitor and evaluate CBOs' performance and progress
- Hold regular meetings to review activities and capture feedback
- Collect and report data on outreach and enrollment outcomes

CBO Rapid Start Community Summary

BAAEC Project Area: Climate Zone 9 - Regional Partner: Day One

- ❑ Refillable Water Stations: Youth Advocates conducted 28 water fountain assessments, leading to the installation of 6 refillable water stations on public school campuses throughout the San Gabriel Valley. Additionally, 7 more stations were installed at local parks in Pasadena by Pasadena Water and Power
- ❑ **Current Programs:** Bassett Avocado Heights Advanced Energy Community: In collaboration with The Energy Coalition for the CA Energy Commission, Day One has been providing free solar roofs to 20 homes in disadvantaged communities since 2021 www.advancedenergycommunity.org

CBO Rapid Start Community Summary Cont.

BAAEC Project Area: Climate Zone 9

- ❑ Regional Partner: Active SGV
- ❑ Details: Collaborating with UCLA Institute of the Environment and Sustainability and The Energy Coalition to create community awareness and engagement strategies in El Monte and Avocado Heights/Bassett

Wilmington: Climate Zone 6

- ❑ Regional Partner: Climate Resolve
- ❑ Climate Resolve commits to actively supporting the SoCal Coalition in delivering a successful decarbonization program for households in the eligible area. Their vision for the EBD Statewide Direct Install Program aligns with Climate Resolve's equity and climate action objectives. This includes their work with USGBC-CA to provide multi-family buildings and single-family homes in disadvantaged and/or low-income communities in Wilmington and San Pedro with heat pump installations under a TECH Initiative - Quick Start Grant

Follow-up from Joint Kick-Off Meeting (CEC)

1. Program Branding
2. Advance Payment and Invoicing
3. Internal Controls, Processes, and Procedures
4. Other Topics

Upcoming Due Dates

Task	Description	Due Date	Status
1.7	Final Subaward Agreements	02/28/25	In progress
2	ICPP for CEC approval	February	Final stage of edits/approvals- On Track to deliver 01/31/25
5.3	Workforce Plan Outline & Draft	03/07/25 & 04/07/25	Final stage of edits/approvals- On Track to deliver 01/31/25 (outline & draft)
5.9	Initial Enrollment Application Template	03/07/25	Draft in process – On Track
5.6	Household Identification and Screening Plan (Draft)	04/07/25	Final stage of edits/approvals- On Track to deliver 01/31/25
5.10	Home Assessment Approach and Processes (Draft)	04/07/2025	Final stage of edits/approvals- On Track to deliver 01/31/25
5.11	Program Participation Agreement Template	06/07/2025	sdk
5.8	Outreach Materials	06/07/2025	Copy is developed. Awaiting further guidance from CEC on branding to further develop.
5.7	Manufactured and Mobile Homes Service Plan (Draft)	07/07/2025	Draft in process – On Track
1.4	Final list of potential Advisory Group members (CEC)	03/06/2025	On track



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ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 8.3

To: Orange County Power Authority Board of Directors

From: Pranesh Venugopal, Energy Programs Manager
Jacquie Henderson, Director of Communications and External Affairs

Approved by: Joe Mosca, Chief Executive Officer

Subject: COMMUNITY POWER PLAN UPDATE

Date: February 10, 2025

RECOMMENDED ACTION

Receive and file

BACKGROUND

The Community Power Plan (CPP) is Orange County Power Authority's (OCPA's) strategic roadmap for energy programs over the five years, reflecting the organization's commitment to supporting electrification, energy efficiency, and equitable access to clean energy solutions. The CPP aligns with OCPA's mission to provide a range of energy products and services tailored to community needs while supporting regional sustainability.

Upon completion, the CPP will establish a robust implementation framework with clear timelines and actionable steps for rolling out programs and helping OCPA achieve the following:

- Address climate change by reducing energy-related greenhouse gas emissions, advancing decarbonization, and encouraging renewable energy adoption.
- Prioritize local renewable and distributed energy resources.
- Produce economic benefits including workforce development.
- Pursue focused investment in communities of concern consistent with CPUC and state equity guidelines.

In May 2024, OCPA released a Request for Proposals to support development of the CPP. In September 2024, the Board of Directors approved The Energy Coalition (TEC) as the organization to support development, management, and oversight of the CPP. To date, the OCPA Programs team in collaboration with TEC has progressed through the preparation phases of the CPP including stakeholder mapping, outreach planning, and the design of the Community Needs Assessment framework. Additional input and feedback have been solicited from OCPA's

Community Advisory Committee and External Affairs team, which have a deep understanding of OCPA member city communities. The OCPA Programs team is also working in close collaboration with San Diego Community Power and Clean Power Alliance to model their successful CPP frameworks and incorporate their learnings.

OVERVIEW

The official launch of the CPP marks the culmination of extensive planning and community engagement efforts. Key components include:

1. Community Needs Assessment: Extensive outreach to gain insight and feedback on community needs and concerns with a goal of reaching at least 6,000 community members through surveys, newsletters, workshops, and public forums to understand community priorities.

- Will utilize multilingual surveys, sector-specific roundtables, and community workshops to engage stakeholders across multiple categories as detailed in the attachment: Community Power Plan Framework.
- Priorities for residential and business customers will be solicited.
- OCPA released a Request for Qualifications (RFQ) on January 13, 2025, seeking insight gathering support from organizations with strong local presence and experience working with hard-to-reach and under-resourced communities.
 - The submission deadline is February 13, 2025; recommended organizations will be presented to the Board for approval at the March Board of Directors meeting.

2. Operational Alignment Assessment: Identification of OCPA's organizational priorities related to energy programs as these programs can contribute to OCPA's operational goals through strategies such as demand reduction or peak shaving.

3. Existing Programs Assessment: Identification of energy programs available to OCPA customers to avoid duplicating efforts with other program administrators and focus on filling gaps.

4. Funding Opportunities Assessment: Exploration of grant opportunities and other funding sources to support program implementation.

These components will inform a cost-benefit analysis to determine actionable recommendations for the implementation of near- and long-term local programs. Examples include building electrification, energy efficiency, demand response, zero-emission transportation, and local renewable energy projects. Ultimately, the CPP will work to position OCPA as a regional leader in clean energy innovation and a key driver of equitable climate action.

The Community Needs Assessment beginning in February 2025 will include:

- A comprehensive survey distributed digitally and via hard copy targeting 1,000+ responses. The survey will collect detailed information from both residential and business customers including community challenges and priorities, experience with energy improvements and programs, barriers to program participation, preferred communication channels, and vision for clean energy future. The detailed survey is included in the attachment: Community Needs Assessment survey and outreach plan. It will be distributed, and additional insights will be gathered, through the following channels:
 - Sector-specific roundtables
 - Community workshops
 - Community event tabling
 - Digital outreach through newsletters and social media

NEXT STEPS

The CPP development will proceed according to the following timeline:

- Launch community needs assessment (February 2025)
- Onboard needs assessment outreach partner organizations (March 2025)
- Complete community needs assessment (August 2025)
- Conduct cost-benefit analysis (March-August 2025)
- Develop program recommendations report (August-November 2025)
- Launch near-term programs (November 2025-February 2026)
- Implement mid- and long-term programs (March 2027-October 2031)

FISCAL IMPACT

None

ATTACHMENTS

Attachment A – Community Power Plan Development Framework

Attachment B – Community Needs Assessment survey

Attachment C – Community Power Plan In-Depth Overview

Community Power Plan Development Framework

Introduction

This document outlines the proposed approach to develop Orange County Power Authority's (OCPA) Community Power Plan. The OCPA development team includes OCPA staff and contracted partner The Energy Coalition (TEC), an Irvine-based non-profit specializing in local energy programs.

Community Power Plan Overview

The OCPA Community Power Plan (CPP) will be the blueprint to develop and offer innovative programs that reinvest revenue into local communities and help our member cities achieve their climate action goals. The CPP will define an overall strategy based on a specific community needs assessment and a timeline for launching program offerings.

The Community Power Plan will be a publicly available written report and web-based dashboard summary including the following components:

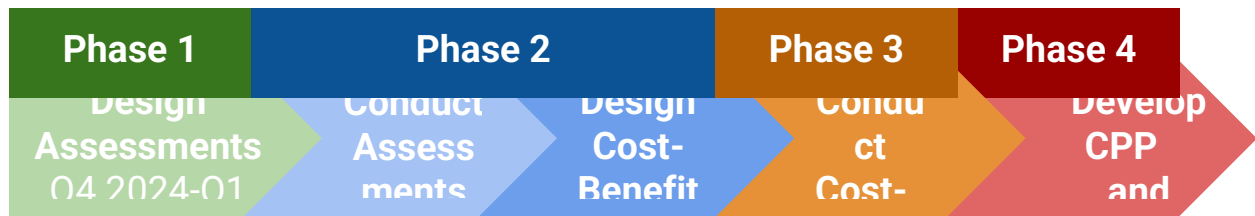
- Key findings from the following assessments:
 - Community needs assessment: community member feedback on community priorities and needs related to energy and cost-saving programs identified through community outreach, roundtables, and surveys.
 - Existing programs assessment: analysis of non-OCPA programs available to OCPA customers through other utilities or local governments.
 - Operational alignment assessment: identification of OCPA operational needs and priorities related to local programs such as demand response.
 - Funding opportunities assessment: identification of sources to administer local programs outside of OCPA revenue such as federal or state grants.
- Cost-benefit analysis of determined priorities.
- Near-term program plan for programs that are priority programs based on the cost-benefit analysis and can be launched within approximately one year of CPP completion.
- Mid-term and long-term program plan for programs that through complexity, cost, or prioritization will take more than one year to implement.

Timeline for CPP Development

Figure 1 below outlines the multiple phases of the process and their associated timelines.

Figure 1. CPP Development Outline

Community Power Plan Development Framework



Phase 1: Design Assessments

Throughout Phase 1, the team created the approach to developing each assessment including the parameters below and the step-by-step process to conduct the four assessments.

Assessment Parameters

The parameters will guide OCPA and TEC in prioritizing assessment activities. The following parameters apply to all four assessments.

Geographic Area

The assessments will include multiple priorities. As shown in Table 1, the first priority is current and future member agencies. The secondary priority is all non-member cities in Orange County.

Table 1. Cities outreach strategy

Priority	Cities
First	All member agencies (Buena Park, Fullerton, Irvine, Fountain Valley)
Second	All non-member cities in Orange County considering they may be future member agencies, specifically Costa Mesa, Stanton, Santa Ana, and Garden Grove

Customer Sectors

The assessments will focus on all customer sectors and subsectors including the following listed in Table 2.

Table 2. Customer Sectors and Subsectors

Sector	Subsector
Residential	Multi-family, single-family, renters, homeowners
Commercial	Small, medium and large
Industrial	Manufacturing

Community Power Plan Development Framework

Public	Member agencies, school districts, water districts, etc.
Agriculture	Farms

Assessment Development Strategy

1. Community Needs Assessment

The goal of the community needs assessment is to identify community priorities for energy programs and any additional evaluation criteria that should be added to the cost-benefit analysis. The team is taking the following steps to conduct this assessment:

1. Establish the target audience, partners for outreach, and quantitative outreach targets
 - a. The team conducted a stakeholder mapping activity to develop the community outreach strategy, and developed the following objectives and strategies:
 - i. Target number of community members engaged
 1. Proposed total engaged community members: over 6,000 through various engagement channels
 2. Communities of concern and hard-to-reach customers
 3. Leverage the “underserved” definition from the California Public Utilities Code Section 1601(e) as described in Table 3 below:

Table 3. “Underserved Community” Criteria

Must meet one of the following:	
Criteria	Description
Is a “disadvantaged community” as defined by subdivision (g) of Section 75005 of the Public Resources Code.	a community with a median household income less than 80% of the statewide average. “Severely disadvantaged community” means a community with a median household income less than 60% of the statewide average.
Is included within the definition of “low-income communities” as defined by paragraph (2) of subdivision (d) of Section 39713 of Health and Safety Code.	“Low-income communities” are census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093.

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CalEnviroScreen 4.0 Disadvantaged Community	Is within an area identified as among the most disadvantaged 25 percent in the state according to the California Environmental Protection Agency and based on the most recent California Communities Environmental Health Screening Tool, also known as CalEnviroScreen.
>= 75% free and reduced-price meals	Is a community in which at least 75 percent of public school students in the project area are eligible to receive free or reduced-price meals under the National School Lunch Program.
Tribal lands	Is a community located on lands belonging to a federally recognized California Indian tribe.

- ii. Identified OCPA customer stakeholder groups and assessed their interest and influence
- iii. Considered which stakeholder groups could also play a role as outreach partners
- b. Table 4 below shows the results from the stakeholder mapping activity, which identified the following (see Appendix A for map visual):
 - i. Local stakeholder groups;
 - ii. Stakeholder group relative influence and interest in the community needs assessment;
 - iii. **Potential outreach partners** to help share information about the community needs assessment;
 - iv. Recommends the engagement strategy for each quadrant.

Table 4. Stakeholder Mapping Activity Results

Quadrant	Stakeholder(s)- Listed from highest to lowest in the quadrant Purple=potential outreach partners	Engagement Level and Method
High Influence, High Interest	Current member agencies, HOAs, Chambers of Commerce, higher education (UCI, Fullerton), residential (all subsectors)*, business (all subsectors)*	Engage Sector-specific roundtable or community workshop
High Influence, Low	Cities with NDAs (Costa Mesa, Stanton), OC Waste and Recycling, other Orange County cities, transit agencies, non-active school districts, family CBOs, health CBOs, active	Keep Informed Survey

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Interest	schools districts/PTAs, Social Services agencies (CARE/FERA customers), environmental groups (Sustain SoCal, Sierra Club, OC Goes Solar, Cool OC, UNA-OC, Climate Action Campaign, Citizens Climate Lobby, Climate Reality OC),	
High Interest, Low Influence	Engineering departments for permits, targeted cities	Keep Satisfied Survey
Low Interest, Low Influence	Water districts, farms	Monitor Newsletter
*All subsectors will be receiving equal outreach, but subsectors should have different outreach strategies, which target different outreach channels by subsector (e.g. renters, homeowners, residential customers with PV, large businesses, small businesses, businesses with ESG goals)		

- c. Next, as shown in Table 5 below, OCPA proposes engagement methods for each target stakeholder group. For example, HOAs and business groups or specific businesses would be actively engaged through a sector-specific roundtable and individual residents and businesses would be engaged through community workshops and event tabling. All stakeholders would receive opportunities for more passive engagement through the survey and newsletter. In addition, OCPA proposes the following target engagement numbers for each engagement method.

Table 5. Engagement Method and Target Reached by Stakeholder

Engagement Method (ordered highest to lowest engagement level)	Target Stakeholder Group	Target Number Engaged*
Sector-specific roundtable (existing OCPA roundtable or CPP-specific)	- Business (all sectors plus Chambers of Commerce) - Public (member agencies, Fountain Valley), higher education (UCI, Fullerton), - Environmental (Sustain SoCal, Sierra Club, OC Goes Solar, Cool OC, UNA-OC, Climate Action	40 assuming 2 roundtable per group and 5 participants per group

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	Campaign, Citizens Climate Lobby, Climate Reality OC), • Residential (HOAs, property managers affordable housing property managers) • Social Services agencies (CARE/FERA customers)	
Community workshop	• Residential (individuals as opposed to groups) • Businesses (individuals as opposed to groups)	200 assuming 20 events and 10 attendees each
OCPA and outreach partner tabling	• Residential (individuals as opposed to groups) • Businesses (individuals as opposed to groups)	200 assuming 10 events and 20 engaged each
Survey (web-based and paper)	• Available to all • Residential (individuals as opposed to groups) • Businesses (individuals as opposed to groups) • Public (Cities with NDAs, unengaged OC cities, transit agencies, OC Waste and Recycling, other Orange County cities, transit agencies, non-active school districts, engineering departments for permits, water districts)	1000 completed, 40% in DAC communities
Newsletter (e-mail distribution and printed version in a handful of libraries, schools or city halls)	• Available to all • Water districts	6,000
*Total OCPA customers is approximately 175,000; some individual customers may receive multiple engagements		

2. Identify outreach barriers and solutions: Based on the findings from the stakeholder mapping activity, the team identified the following outreach barriers and solutions:
 - a. Distrust of energy companies
 - i. Establish trust within the community by building relationships with community members and providing ongoing energy education, outreach, and assistance
 - ii. Bridge partnerships with trusted/local outreach partners

Community Power Plan Development Framework

- b. Accessibility issues
 - i. Provide hard-copy surveys in addition to digital
 - ii. Provide multi-language materials and presentations
 - iii. Join existing community events
 - iv. Collaborate with community spaces such as libraries, schools, and city halls to post printed flyers or include in digital newsletters
- c. Legacy of underserved communities
 - i. Leverage the CPUC's classification of "underserved" communities used throughout California to identify communities of concern within the OCPA service area
- d. Lack of incentive to participate
 - i. Incentivize participants for their time by providing food and/or gift cards for participation, which can show value to participants and improve response rate
- e. Lack of subject matter expertise/challenges with other more pressing priorities
 - i. Develop materials for an energy inexperienced audience and highlight connections to health, financial, environmental, and community benefits
- f. Lack of transportation and/or childcare for participation in workshops
 - i. Provide remote participation options
- 3. Consult the Community Advisory Committee: The team will share a CPP Development Plan summary with the CAC for feedback to inform:
 - a. Stakeholders and engagement methods
 - b. Inclusion of any missing key stakeholders
 - c. Identify additional outreach partners with connections in communities of concern
- 4. Establish the Community Needs outreach team
 - a. The team will confirm if the Community Needs Assessment will include compensated partners, and if so, identify them and outline their process participation.
 - b. The team will confirm preferred outreach strategies for TEC and OCPA engagement. The outreach partners will include the OCPA team, compensated outreach partners, and TEC. TEC/OCPA staff will coordinate with the OCPA to develop materials such as flyers and slides. TEC recommends that the engagement method be led by the outreach partner (TEC, OCPA or compensated partner) with the closest connection to the specific target audience.
- 5. Develop the community survey content to identify community priorities as they relate to local programs.
 - a. Work internally and with outreach partners to distribute the survey through OCPA and partner websites, OCPA and partner social media, event tabling, community events, and sector-specific roundtables.
- 6. Incorporate findings from relevant regional assessments

Community Power Plan Development Framework

- a. The OC Preliminary Climate Action Plan will conduct two relevant public assessments (vulnerability and equity) at approximately the same time as the CPP assessments will be underway.
 - i. The team can determine how to either synchronize assessments and conduct them simultaneously, or how to incorporate the PCAP assessment findings into the CPP

2. Existing Programs Assessment

The goal of the existing programs assessment is to identify energy programs available to OCPA customers such as federal Inflation Reduction Act (IRA) programs or CPUC energy efficiency programs. This can help OCPA avoid duplicating efforts with other program administrators where there are successful programs operating in the OCPA member cities and focus on filling gaps. TEC will take the following steps to conduct the existing programs assessment:

1. Identify relevant energy programs that are available to OCPA customers including programs developed by the following administrators who serve the Orange County area:
 - a. Regional Energy Networks (REN):
 - i. RENs provide gap-filling programs offering a range of services from technical assistance to cash incentives
 - b. Investor-Owned Utilities:
 - i. Southern California Edison and Southern California Gas administer energy efficiency, demand response, electric vehicle, and solar incentive programs through ratepayer funds
 - c. Community Action Partnership of Orange County (CAPOC):
 - i. CAPOC provides assistance programs such the Low-Income Weatherization Program (LIWP), and the Low-Income Home Energy Assistance Program (LIHEAP)
 - d. Federal Agencies:
 - i. The U.S. Department of Energy (DOE) offers nationwide grant opportunities, tax credit programs, and funding to support state-level energy initiatives designed to benefit residents.
 - e. State Agencies:
 - i. The California Energy Commission (CEC) and California Air Resources Board (CARB) all provide funding for programs aimed at advancing the state's climate goals.
 - f. Municipal or regional organizations:
 - i. Cities and regional entities such as the South Coast Air Quality Management District (SCAQMD) may offer relevant local programs.
2. Using sources noted in Table 6, gather comprehensive information on existing programs including the following:
 - a. Program Details

Community Power Plan Development Framework

- i. Collect data on each program's objectives, eligibility criteria, benefits, application processes and deadlines.
- b. Participation Metrics:
 - i. Obtain statistics on enrollment numbers, demographic reach, and energy savings achieved.
- c. Financial Aspects
 - i. Review funding sources, budget allocations, remaining funds, and cost-effectiveness analysis.

Table 6. Sources for Programs and Data

Source	Description
California Public Utilities Commission (CPUC) Demand Side Management	List of DER solutions available to customers through programs, tariffs, and procurements run directly by the utility or third-party implementers.
California Energy Data and Reporting System (CEDARS)	Serves as the central repository for all EE ratepayer-funded energy programs, including detailed implementation plans and historical project claims data.
California Energy Efficiency Coordinating Committee (CAEECC)	Requires that all new EE ratepayer-funded programs be posted on the CAEECC website, along with a mandatory webinar to present their Implementation Plans.
United States Department of Energy (DOE)	Oversees the management of federal energy funding and financing programs.
California Energy Commission (CEC)	Provides funding for programs focused on energy efficiency, demand response, and distributed energy resources.
California Air Resources Board (CARB)	Allocates Cap-and-Trade funds to support energy programs and low global warming potential (GWP) initiatives for residents and businesses.
South Coast Air Quality Management District (SCAQMD)	Provides funding for electrification and other local air quality incentive programs, while also establishing standards and regulations for equipment and transportation to improve air quality.

- 3. If needed, engage with the following stakeholders to collect the latest program information
 - a. Program Administrators
 - i. Engage in discussions with representatives from Southern California Edison (SCE), SoCalREN, and other relevant organizations to gain insights into their program offerings and operations.

Community Power Plan Development Framework

4. Incorporate existing program findings into the community needs assessment survey to understand OCPA customer awareness of the existing programs
 - a. Within the community needs assessment, gather feedback from residents and businesses that have utilized these programs to assess satisfaction levels and areas for improvement. If OCPA customers are not aware of or not satisfied with existing programs, the program will be identified as a potential gap in services.

3. Operational Alignment Assessment

The goal of the operational alignment assessment is to identify OCPA leadership priorities for energy programs. Local programs can contribute to OCPA's operational goals, such as demand reduction, and can incorporate multiple departments. TEC will take the following steps to conduct the operational alignment assessment:

1. Identify key OCPA representatives to include in the operational alignment assessment: Based on input from the OCPA Customer Programs team, the organizational needs assessment will include OCPA team members from the following departments:
 - a. Customer Programs
 - b. Power Resources
 - c. Finance and Data Analysis
 - d. Communications and External Affairs
 - e. Regulatory and Legislative
2. Develop the survey method: Based on input from the OCPA team, TEC will develop a survey approach that fits OCPA staff's time constraints and area of expertise. Options for the operational alignment assessment survey include:
 - a. One-on-one interviews tailored by area of expertise (recommended)
 - b. Facilitated group roundtables
 - c. Digital form
3. Conduct a survey: The survey will include key questions to solicit operational needs and priorities from the OCPA team. Example questions include:
 - a. Power Resources
 - i. What types of demand-side management strategies would you like to see customers use?
 - b. Customer Programs
 - i. Do you anticipate any challenges to implementing multiple programs, such as staffing or other capacity constraints?
 - c. Communications and External Affairs
 - i. What is the most common priority or issue that OCPA customers mention in the field?

4. Funding Opportunities Assessment

The goal of the funding opportunities assessment is to identify funding opportunities that can support program management or enhance program offerings (e.g. stacking OCPA program

Community Power Plan Development Framework

rebates with federal rebates). TEC will take the following steps to conduct the funding opportunities assessment:

1. Develop a funding opportunity tracker to consolidate all available funding opportunities for customers. TEC will gather comprehensive information on opportunities including:
 - a. Program Details
 - i. Eligibility Criteria: Requirements for applicants, such as sector, location, underserved status, or project type.
 - ii. Funding Amount and Limits: Total available funding, maximum grant or financing amount, minimum thresholds, and any matching requirements.
 - iii. Application Process: Steps involved, required documentation, timeline for submission, and the level of application complexity.
 - iv. Funding Source: Source of funds such as federal, state, nonprofit, or private entities.
 - v. Combinability with Other Programs: Understanding the source of each funding opportunity is essential for determining how they can be combined with one another and with OCPA's future programs.
 - vi. Program Timeline and Deadlines: Application opening date, application deadlines, decision timelines, disbursement schedules, and the expected timeframe for project completion or fund utilization.
2. Research multiple funding channels to compile a comprehensive picture of current and upcoming program funding opportunities.
 - a. California Public Utilities Commission Energy Efficiency: This includes IDSM and energy efficiency funding options available to CCAs such as elect-to-administer, apply-to-administer, and regional energy networks
 - b. Grants through federal or state funds: Sources for these opportunities are outlined in Table 7 below.

Table 7. Sources for Grant Funding Opportunities

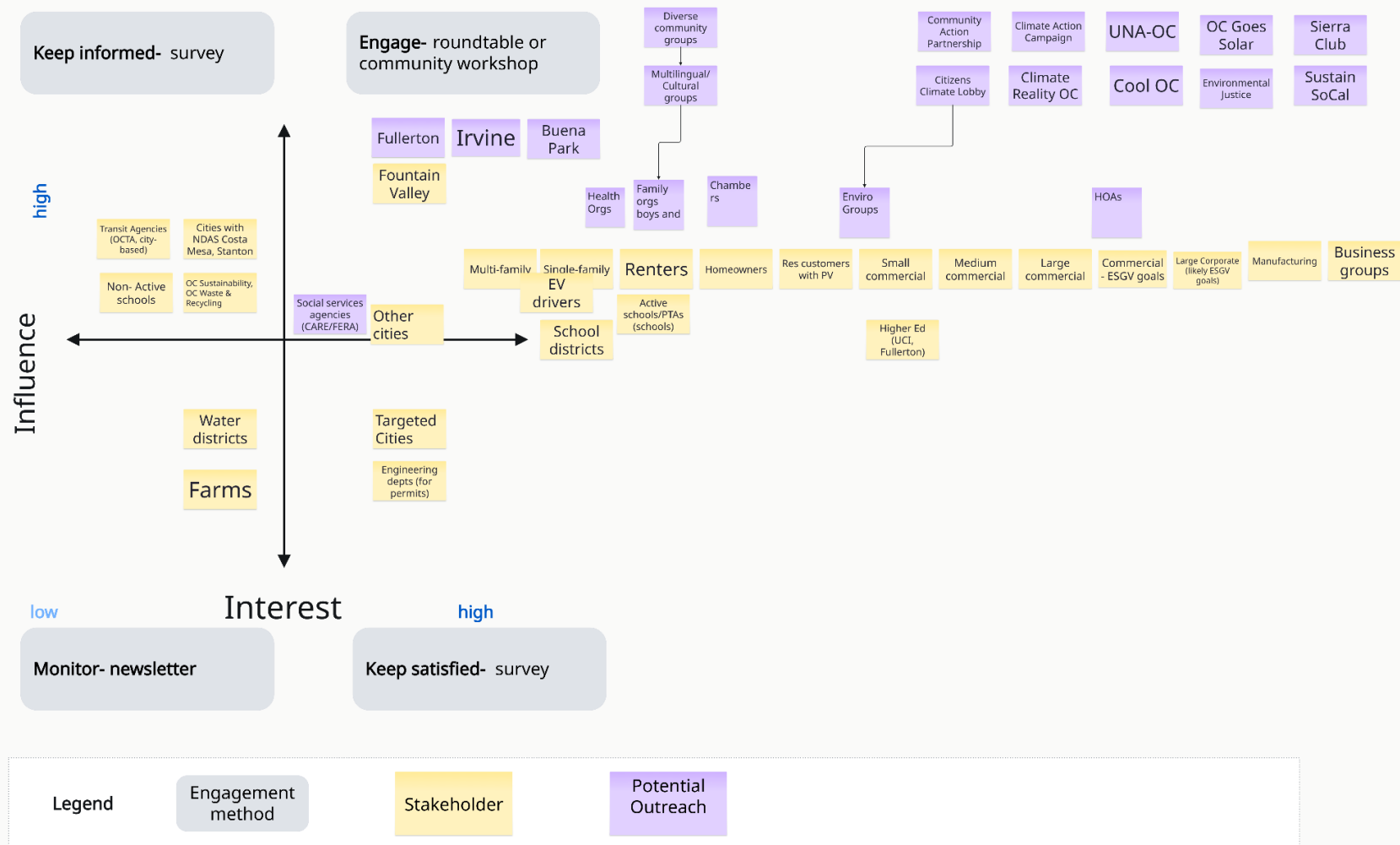
Source	Description
Grants.Gov	Comprehensive federal grant resource
CEC Funding Resources	California Energy Commission funding resources
CA.gov Funding wizard	Comprehensive state of California grant resource
FFOLD (Federal Funding Opportunities for Local Decarb)	This tool is primarily intended to streamline state, local, non-profit, and community efforts to increase understanding of eligible funding, tax credits, and other incentives relevant to your project, goals, and community.
California Climate Investments	Greenhouse Gas Reduction Fund programs and grants

Community Power Plan Development Framework

EPA - State, Local & Tribal Energy Newsletters	EPA grant opportunities
California Grants Portal	California grant opportunities

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Appendix A. Stakeholder Mapping Activity Results



Community Power Plan Development Framework

This survey will take 5-10 minutes to complete.

1 Are you a residential or business customer?

- a Residential (I receive an energy bill for my home)
- b Business (I receive an energy bill for my work)
- c both

2 Are you an Orange County Power Authority (OCPA) customer?

- a Yes, I am an OCPA customer
- b No, I am not an OCPA customer
- c Not sure

Survey - Residential Customers

Learning About Our Community Members

Please note that all information is strictly confidential and will only be used to confirm that we have received a representative number of responses. OCPA will not sell this information or use it for any marketing purposes.

1 What is your home zip code?

[drop down of zip codes]

2 What city do you live in?

[drop down of cities]

3 Do you rent or own your home?

- a Rent
- b Own
- c Prefer not to answer

4 What best describes your housing?

- a Single family home (e.g., house)
- b Multi family home (e.g., duplex, apartment, condo)
- c Manufactured home (e.g., mobile home, trailer)
- d Other (please specify)

5 What is your age?

- a Under 18 years
- b 18-34 years
- c 35-44 years
- d 45-54 years
- e 55-64 years
- f 65+ years
- g I prefer not to answer

6 What is your race or ethnicity? Select all that apply.

- a American Indian or Alaskan Native
- b Asian or Asian Indian
- c Black or African American
- d Hispanic/Latinx
- e Middle Eastern or North African
- f Native Hawaiian or Other Pacific Islander
- g White
- h I prefer not to answer
- i Other (please specify)

7 What is your annual household income?

- a Less than \$10,000
- b \$10,000 to \$14,999
- c \$15,000 to \$24,999
- d \$25,000 to \$34,999
- e \$35,000 to \$49,999
- f \$50,000 to \$74,999
- g \$75,000 to \$99,999
- h \$100,000 to \$149,999
- i \$150,000 to \$199,999
- j \$200,000 or more
- k I prefer not to answer

8 How many people live in your household?

- a 1
- b 2
- c 3
- d 4
- e 5 or more

Understanding Community Needs, Challenges, and Opportunities
community are facing.

What are the major challenges or issues you are facing in your community? Select all 1 that apply.

- a Paying for essentials like housing, food, and gas
- b Wildfires
- c Heat waves
- d Air pollution
- e Health problems and diseases
- f Too much traffic
- g New construction and development
- h Not enough trees, shade, or open spaces
- i Other (please specify)

What energy issues are most important to you? ONLINE INSTRUCTION: Re-order from most important [top] to least important [bottom] by dragging and dropping or by selecting a number. PAPER INSTRUCTION: Rank most important [1] to least important

2 [10]

- a Reducing my energy bill
- b Breathing cleaner air in my home and my community
- c Creating well-paying jobs in the energy sector
- d underserved, underinvested, and/or excluded communities
- e Building more local energy generating systems (like solar panels and battery storage)
- f Keeping the power on at my home (e.g. preventing power outages)
- g Addressing climate change by reducing greenhouse gas emissions

What types of energy-related solutions do you most want to see in your community?

ONLINE INSTRUCTION: Re-order from most important [top] to least important [bottom] by dragging and dropping or by selecting a number. PAPER INSTRUCTION: Rank most

3 important [1] to least important [11]

- a Improving indoor air quality by making buildings all-electric
- b Improving outdoor air quality by increasing the number of electric cars, trucks and buses
- c Building more large-scale renewable energy generating systems in the Orange County region
- d Installing small-scale renewable energy generating systems on rooftops or parking lots
- e More efficient buildings that use less energy to reduce energy bills
- f More comfortable buildings (e.g., improvements to keep buildings cool or warm)
- g Access to & training for well-paying jobs in clean energy
- h Helping low-income families pay or reduce their energy bills
- i Access to experts for advice on energy-saving measures
- j Backup power during outages
- k Rewards for reducing energy use during energy "peak hours"

Have you made any of the following energy improvements to your home? Select all that

4 apply.

- a insulation, efficient lighting, smart thermostat)
- b Installed electric vehicle charging and/or started driving an electric vehicle
- c Installed solar panels and/or battery storage
- d Completed an energy audit for my home
- e I have not made any energy improvements
- f Other (please specify)

We want to understand what programs, if any, you have participated in or are currently participating in.

Are you aware of any of the following types of local programs that may be available to

5 you? Select all that apply.

- a heater, insulation, efficient lighting, smart thermostat)
- b Electric vehicle and/or charging incentives
- c Solar panels and/or battery storage incentives
- d Rewards for reducing energy use during energy "peak hours"
- e Renewable Choice Plan)
- f measures
- g I am not aware of any local programs
- h Other (please specify)

6 Have you participated in any of the following program types? Select all that apply.

- a heater, insulation, efficient lighting, smart thermostat)
- b Electric vehicle and/or charging incentives
- c Solar panels and/or battery storage incentives
- d Rewards for reducing energy use during energy "rush hours"
- e Renewable Choice Plan)
- f measures
- g I have not participated in any type of program
- h Other (please specify)

7 Why would you not participate in any energy programs? Select all that apply.

- a I am not aware of these programs
- b The application process is too complicated
- c Even with the programs, the technology is still too expensive
- d I have not had time to research
- e I'm ineligible to take advantage of a program
- f The program ended or incentives ran out by the time I was ready to participate
- g Other (please specify)

8 Where do you get information about local programs? Select all that apply.

- a Websites (e.g. OCPA's [Residential Product Marketplace](#))
- b Online tools (e.g. [Orange County Power Authority Incentive Finder](#))
- c Social media
- d Newspapers
- e Word of mouth (friends, neighbors, colleagues)
- f Advertisements (online, print, billboards, or radio)
- g From a local community organization or newsletter
- h From my city, county or local elected official
- i Utility bill inserts or advertising
- j Other (please specify)

Please share with us any final thoughts that will help us create an equitable and sustainable future for the Orange County region.

Over the next 5 years, what would you like to see when it comes to a healthy environment and community?

[open text]

Is there anything else you would like OCPA to know in order to best serve you?

[open text]

Would you like to enter for a chance to win a \$TBD gift card?

Yes

No

To enter for a chance to win a \$TBD gift card, please enter your contact information.

Name

Email

Address

Survey - Business Customers

Please answer the following questions as a business customer.

only be used to confirm that we have received a representative sample from our communities.

1 What is your business zip code?

[drop down of zip codes]

2 What city is your business located in?

[drop down of cities]

3 Do you lease/rent or own your place of business?

a Rent or lease

b Own

c Prefer not to answer

d Other (please specify)

4 What best describes your type of business?

a Accommodation/Hotels

b Agriculture

c Arts & Entertainment

d Construction

e Education

f Finance

g Foods Services/Restaurants

h Healthcare

i Industrial/Manufacturing

j Real Estate

k Retail

l Scientific Services

m Other

5 About how many employees work for you?

- a 0-4
- b 5-9
- c 10-19
- d 20-49
- e 50-99
- f 100-249
- g 250-499
- h 500+

What are the major challenges or issues you are facing in the community? Select all 1 that apply.

- a Increased cost of goods and services
- b Wildfires
- c Heat waves
- d Air pollution
- e Cost of new construction and development
- f Employee recruitment and retention
- g Reliability of infrastructure
- h Misinformation
- i Safety
- j Other (please specify)

What energy issues are most important to your business? ONLINE INSTRUCTION: Re-order from most important [top] to least important [bottom] by dragging and dropping or by selecting a number. PAPER INSTRUCTION: Rank most important [1] to least 2 important [6]

- a Reducing my energy bill
- b Breathing cleaner air inside and out in my community
- c Creating well-paying jobs in the energy sector
- d underserved, underinvested, and/or excluded communities
- e Building more local energy generating systems (like solar panels and battery storage)
- f Keeping the power on at my business (e.g. preventing power outages)

What types of energy-related solutions do you most want to see in your community? ONLINE INSTRUCTION: Re-order from most important [top] to least important [bottom] by dragging and dropping or by selecting a number. PAPER INSTRUCTION: Rank most 3 important [1] to least important [10]

- a Improving air quality (indoor and outdoor) through electric appliances and transportation
- b scale renewable projects
- c More efficient buildings that use less energy to reduce energy bills
- d More comfortable buildings (e.g., improvements to keep buildings cool or warm)
- e Access to & training for well-paying jobs in clean energy
- f Helping low-income families pay or reduce their energy bills
- g Access to technical experts for advice on energy-saving projects
- h Backup power during outages
- i Rewards for reducing energy use during energy "peak hours"
- j Support for infrastructure upgrades and assistance with timely interconnection

Have you made any of the following energy improvements to your business? Select all 4 that apply.

- a heater, insulation, efficient lighting, smart thermostat, retrocommissioning, building
- b Installed electric vehicle charging stations
- c Installed solar panels and/or battery storage
- d Completed an energy audit for my business
- e I have not made any energy improvements
- f Other (please specify)

We want to understand what programs, if any, you have participated in or are currently participating in.

Are you aware of any of the following types of local programs that may be available to 5 you? Select all that apply.

- a heater, insulation, efficient lighting, smart thermostat)
- b Electric vehicle charging incentives
- c Solar panels and/or battery storage incentives
- d Rewards for reducing energy use during energy "peak hours"
- e from large scale clean energy
- f measures
- g I am not aware of any local programs
- h Other (please specify)

6 Have you participated in any of the following types of programs? Select all that apply.

- a heater, insulation, efficient lighting, smart thermostat)
- b Electric vehicle charging incentives
- c Solar panels and/or battery storage incentives
- d Rewards for reducing energy use during energy "peak hours"
- e from large scale clean energy
- f measures
- g I have not participated in any type of program
- h Other (please specify)

7 Why would you not participate in any energy programs? Select all that apply.

- a I am not aware of these programs
- b The application process is too complicated
- c Even with the programs, the technology is still too expensive or out of the budget
- d I have not had time to research or participate
- e I'm ineligible to take advantage of a program
- f The program ended or incentives ran out by the time I was ready to participate
- g Other (please specify)

8 Where do you get information about local programs? Select all that apply.

- a Websites (e.g. OCPA's Residential Product Marketplace)
- b Online tools (e.g. Orange County Power Authority Incentive Finder)
- c Social media
- d Newspapers
- e Word of mouth (friends, neighbors, colleagues)
- f Advertisements (online, print, billboards, or radio)
- g From a local community organization or newsletter
- h From my city, county or local elected official
- i Utility bill inserts or advertising
- j Other (please specify)

Please share with us any final thoughts that will help us create an equitable and sustainable future for the Orange County region.

**Over the next 5 years, what would you like to see when it comes to a healthy
1 environment and community?**

[open field]

2 Is there anything else you would like OCPA to know in order to best serve you?

[open field]

3 Would you like to enter for a chance to win a \$TBD gift card?

Yes

No

4 To enter for a chance to win a \$TBD gift card, please enter your contact information.

Name

Email

Address

Encuesta

Completar esta encuesta le llevará entre 5 y 10 minutos.

¿Es usted cliente residencial o comercial?

Residencial (Recibo una factura de energía de mi hogar)

Negocios (Recibo una factura de energía por mi trabajo)

ambos

¿Es usted cliente de la Autoridad de energía del condado de Orange (OCPA)?

Sí, soy cliente de OCPA

No, no soy cliente de OCPA

No estoy seguro(a)

Encuesta - Clientes residenciales

Aprendiendo sobre los miembros de nuestra comunidad

Tenga en cuenta que toda la información que hemos recibido es estrictamente confidencial y solo se utilizará para confirmar una cantidad representativa de respuestas. OCPA no venderá esta información ni la utilizará con fines comerciales.

¿Cuál es el código postal de tu casa?

[drop down of zip codes]

¿En qué ciudad vive?

[drop down of cities]

¿Usted alquila o es propietario de su vivienda?

Alquilo

Propiedad

Prefiero no responder

¿Cuál mejor describe su vivienda?

Vivienda unifamiliar (p. ej., casa)

Vivienda multifamiliar (p. ej., dúplex, apartamento, condominio)

Vivienda prefabricada (p. ej., casa móvil, remolque)

Otros (especifique)

¿Cuál es su edad?

Menor de 18 años

18-34 años

35-44 años

45-54 años

55-64 años

65+ años

Prefiero no responder

¿Cuál es tu raza o etnicidad? Selecciona todas las opciones que correspondan.

Indio americano o nativo de Alaska
Asiático o indio asiático
Negro o afroamericano
Hispano/latino
Medio Oriente o del norte de África
Nativo de Hawái u otra isla del Pacífico
Blanco
Prefiero no responder
Otro (especifique)

¿Cuál es su ingreso familiar anual?

Menos de \$10,000
\$10,000 a \$14,999
\$15,000 a \$24,999
\$25,000 a \$34,999
\$35,000 a \$49,999
\$50,000 a \$74,999
\$75,000 a \$99,999
\$100,000 a \$149,999
\$150,000 a \$199,999
\$200,000 o mas
Prefiero no responder

¿Cuántas personas viven en su hogar?

1
2
3
4
5 o mas

Comprender las necesidades, los desafíos y las oportunidades de la comunidad

Queremos comprender las necesidades, los desafíos y las oportunidades que usted y su comunidad enfrentan.

¿Cuáles son los principales desafíos o problemas que enfrenta su comunidad? Seleccione todas las opciones que correspondan.

Pagar artículos esenciales como vivienda, comida y gasolina
Incendios forestales
Olas de calor
Contaminación del aire
Problemas de salud y enfermedades
Demasiado tráfico
Nuevas construcciones y desarrollos
Falta de árboles, sombra o espacios abiertos
Otros (especifique)

¿Cuáles problemas energéticos son los más importantes para usted? INSTRUCCIÓN EN LÍNEA: Reordene del más importante [arriba] hasta el menos importante [abajo] arrastrando y soltando o seleccionando un número. INSTRUCCIÓN EN PAPEL: Clasifique del más importante [1] al menos importante [10]

Reducir mi factura de energía

Respirar aire más limpio en mi hogar y en mi comunidad

Crear empleos bien pagados en el sector energético

Crear oportunidades para la transición a energía limpia en los hogares de bajos ingresos o comunidades

Construir más sistemas locales de generación de energía (como paneles solares y baterías de almacenamiento)

Mantener la energía en mi hogar prendida (por ejemplo, evitando cortes de energía)

Abordar el cambio climático reduciendo las emisiones de gases de efecto invernadero

¿Qué tipos de soluciones relacionadas con la energía le gustaría ver en su comunidad? INSTRUCCIÓN EN LÍNEA: Reordene del más importante [arriba] hasta el menos importante [abajo] arrastrando y soltando o seleccionando un número. INSTRUCCIÓN EN PAPEL: Clasifique del más importante [1] al menos importante [11]

Mejorar la calidad del aire interior haciendo que los edificios sean totalmente eléctricos

Mejorar la calidad del aire exterior aumentando la cantidad de automóviles, camiones y autobuses eléctricos

Construir más sistemas a gran escala, renovables, de generación de energía en la región del condado de Orange

Instalar sistemas de generación de energía renovable a pequeña escala en los techos o estacionamientos

Edificios más eficientes que utilicen menos energía para reducir las facturas de energía

Edificios más cómodos (por ejemplo, mejoras para mantener los edificios frescos o cálidos)

Acceso y capacitación para empleos bien pagados en energía limpia

Ayudar a las familias de bajos ingresos a pagar o reducir sus facturas de energía

Acceso a expertos para obtener asesoramiento sobre medidas de ahorro de energía

Energía de respaldo durante los cortes

Recompensas por reducir el uso de energía durante las "horas pico" de energía

¿Ha realizado alguna de las siguientes mejoras energéticas en su hogar? Seleccione todas las opciones que correspondan.

Instalé tecnologías o aparatos de bajo consumo energético (por ejemplo, aire acondicionado, calentador de agua

Instalé un cargador para vehículos eléctricos y/o comencé a conducir un vehículo eléctrico

Instalé paneles solares y/o almacenamiento de baterías

Cumplí una auditoría energética en mi hogar

No he realizado ninguna mejora energética

Otro (especifique)

Queremos entender, si hay algún programa en el que ha participado o está participando actualmente.

¿Conoce alguno de los siguientes tipos de programas locales que pueden estar disponibles para usted? Seleccione todas las opciones que correspondan.

Incentivos para tecnologías o electrodomésticos de bajo consumo energético (p. ej., aire acondicionado, calentador

Incentivos para vehículos eléctricos y/o de carga

Incentivos para paneles solares y/o almacenamiento de baterías

Recompensas por reducir el consumo de energía durante las "horas pico" de energía

Planes de electricidad que ofrecen más energía renovable a los clientes (p. ej., el Plan de elección 100% renovable de

Asistencia para ayudar a los clientes a aprovechar los incentivos energéticos o las medidas de eficiencia energética

No conozco ningún programa local

Otro (especifique)

¿Ha participado en alguno de los siguientes tipos de programas? Seleccione todas las opciones que correspondan.

Incentivos para tecnologías o electrodomésticos de bajo consumo energético (p. ej., aire acondicionado, calentador
Incentivos para vehículos eléctricos y/o carga
Incentivos para paneles solares y/o almacenamiento de baterías
Recompensas por reducir el consumo de energía durante las "horas pico" de energía
Planes de electricidad que ofrecen más energía renovable a los clientes (p. ej., el Plan de elección 100% renovable de
Asistencia para ayudar a los clientes a aprovechar los incentivos energéticos o las medidas de eficiencia energética
No he participado en ningún tipo de programa
Otro (especifique)

¿Por qué no participaría en ningún programa de energía? Seleccione todas las opciones que correspondan.

No tengo conocimiento de estos programas
El proceso de solicitud es demasiado complicado
Incluso con los programas, la tecnología sigue siendo demasiado cara
No he tenido tiempo de investigar
No soy elegible para aprovechar de un programa
El programa finalizó o los incentivos se agotaron cuando estuve listo para participar
Otro (especifique)

¿Dónde obtiene información sobre programas locales? Seleccione todas las opciones que correspondan.

Sitios web (p. ej., el Mercado de productos residenciales de OCPA)
Herramientas en línea (p. ej., Buscador de incentivos de la Autoridad de energía del condado de Orange)
Redes sociales
Periódicos
Palabra de boca (amigos, vecinos, colegas)
Anuncios (en línea, impresos, vallas publicitarias o radio)
De una organización comunitaria local o un boletín informativo
De mi ciudad, condado o funcionario electo local
Folletos o volantes publicitarios insertados en las facturas de servicios públicos

Por favor, comparta con nosotros cualquier pensamiento final que nos ayude a crear un futuro equitativo y sostenible para la región del condado de Orange.

En los próximos 5 años, ¿qué le gustaría ver acerca de un medio ambiente y una comunidad saludable?
[open text]

¿Hay algo más que le gustaría que OCPA supiera para poder servirle mejor?

[open text]

¿Gusta participar por la oportunidad de ganar una tarjeta de regalo de \$TBD?

Si

No

Para tener la oportunidad de ganar una tarjeta de regalo de \$TBD, ingrese su información de contacto.

Nombre

Correo electrónico

Dirección

Encuesta - Clientes comerciales

las siguientes preguntas como cliente comercial.

utilizará para confirmar que hemos recibido una muestra representativa de nuestras comunidades. OCPA no

¿Cuál es el código postal de su negocio?

[drop down of zip codes]

¿En qué ciudad está ubicado su negocio?

[drop down of cities]

¿Usted arrienda/alquila o es propietario del lugar de su negocio?

Alquilo o arriendo

Propietario

Prefiero no responder

Otro (especifique)

¿Cuál mejor describe su tipo de negocio?

Alojamiento/Hoteles

Agricultura

Artes y entretenimiento

Construcción

Educación

Finanzas

Servicios de alimentación/Restaurantes

Servicios de salud

Industria/fabricación

Bienes raíces

Venta minorista

Servicios científicos

Otros

¿Aproximadamente cuántos empleados trabajan para usted?

0-4

5-9

10-19

20-49

50-99

100-249

250-499

500+

¿Cuáles son los principales desafíos o problemas que enfrenta la comunidad? Seleccione todas las opciones que correspondan.

Aumento del costo de los bienes y servicios

Incendios forestales

Olas de calor

Contaminación del aire

Costo de nuevas construcciones y desarrollos

Reclutamiento y retención de empleados

Fiabilidad de la infraestructura

Desinformación

Seguridad

Otros (especifique)

¿Qué cuestiones energéticas son las más importantes para su empresa? INSTRUCCIÓN EN LÍNEA: Reordene desde la más importante [arriba] hasta la menos importante [abajo] arrastrando y soltando o seleccionando un número. INSTRUCCIÓN EN PAPEL: Clasifique de la más importante [1] a la menos importante [6]

Reducir mi factura de energía

Respirar aire más limpio dentro y fuera de mi comunidad

Crear empleos bien pagados en el sector energético

Crear oportunidades para la transición a energía limpia para hogares de bajos ingresos o comunidades

Construir más sistemas de generación de energía local (como paneles solares y almacenamiento de baterías)

Mantener la energía en mi negocio (por ejemplo, evitando cortes de energía)

¿Qué tipos de soluciones relacionadas con la energía le gustaría ver en su comunidad? INSTRUCCIÓN EN LÍNEA: Reordene desde la más importante [arriba] hasta la menos importante [abajo] arrastrando y soltando o seleccionando un número. INSTRUCCIÓN EN PAPEL: Clasifique de la más importante [1] a la menos importante [10]

Mejorar la calidad del aire (interior y exterior) mediante electrodomésticos y transporte

Construir más sistemas de generación de energía renovable, como sistemas solares en azoteas comerciales y

Edificios más eficientes que utilicen menos energía para reducir las facturas de energía

Edificios más cómodos (por ejemplo, mejoras para mantener los edificios frescos o cálidos)

Acceso y capacitación para empleos bien pagados en energía limpia

Ayudar a familias de bajos ingresos a pagar o reducir sus facturas de energía

Acceso a expertos técnicos para recibir asesoramiento sobre proyectos de ahorro de energía

Energía de respaldo durante cortes de energía

Recompensas por reducir el uso de energía durante las "horas pico" de energía

Apoyo para mejoras de infraestructura y asistencia para la interconexión oportuna

¿Ha realizado alguna de las siguientes mejoras energéticas en su empresa? Seleccione todas las opciones que correspondan.

Se instalaron tecnologías o aparatos de bajo consumo energético (por ejemplo, aires acondicionados,

Se instalaron estaciones de carga de vehículos eléctricos

Se instalaron paneles solares o baterías de almacenamiento

Se realizó una auditoría energética para mi empresa

No he realizado ninguna mejora energética

Otros (especifique)

Queremos entender, si hay alguno, en qué programas ha participado o está participando actualmente.

¿Conoce alguno de los siguientes tipos de programas locales que pueden estar disponibles para usted? Seleccione todas las opciones que correspondan.

calentadores de agua eléctricos, aislamiento térmico, iluminación eficiente, termostato inteligente)

Incentivos para la carga de vehículos eléctricos

Incentivos para paneles solares o almacenamiento de baterías

Recompensas por reducir el consumo de energía durante las "horas pico" de consumo energético de energía limpia a gran escala energética

No conozco ningún programa local

Otro (especifique)

¿Ha participado en alguno de los siguientes tipos de programas? Seleccione todas las opciones que correspondan.

Incentivos para tecnologías o electrodomésticos de bajo consumo energético (por ejemplo, aire acondicionado,

Incentivos para la carga de vehículos eléctricos

Incentivos para paneles solares o almacenamiento de baterías

Recompensas por reducir el consumo de energía durante las "horas pico" de consumo energético

Tarifas o programas ecológicos que permitan a los clientes que no pueden instalar paneles solares beneficiarse de

Asistencia para ayudar a los clientes a aprovechar los incentivos energéticos o las medidas de eficiencia energética

No he participado en ningún tipo de programa

Otro (especifique)

¿Por qué no participaría en ningún programa de energía? Seleccione todas las opciones que correspondan.

No tengo conocimiento de estos programas

El proceso de solicitud es demasiado complicado

Incluso con los programas, la tecnología sigue siendo demasiado cara o está fuera del presupuesto

No he tenido tiempo de investigar o participar

No soy elegible para aprovechar de un programa

El programa finalizó o los incentivos se agotaron cuando estuve listo para participar

Otro (especifique)

¿Dónde obtiene información sobre los programas locales? Seleccione todas las opciones que correspondan.

Sitios web (p. ej., el Mercado de productos residenciales de la OCPA)

Herramientas en línea (p. ej., Buscador de incentivos de la Autoridad de energía del condado de Orange)

Redes sociales

Periódicos

Palabra de boca (amigos, vecinos, colegas)

Anuncios (en línea, impresos, vallas publicitarias o radio)

De una organización comunitaria local o un boletín informativo

De mi ciudad, condado o funcionario electo local

Folletos o volantes publicitarios insertados en las facturas de servicios públicos

Otro (especifique)

Por favor, comparta con nosotros cualquier pensamiento final que nos ayude a crear un futuro equitativo y sostenible para la región del condado de Orange.

En los próximos 5 años, ¿qué le gustaría ver acerca de un medio ambiente y una comunidad saludable?

[open field]

¿Hay algo más que le gustaría que OCPA supiera para poder servirle mejor?

[open field]

¿Gusta participar por la oportunidad de ganar una tarjeta de regalo de \$TBD?

Si

No

Para tener la oportunidad de ganar una tarjeta de regalo de \$TBD, ingrese su información de contacto.

Nombre

Correo electrónico

Dirección



- 01 Introduction
- 02 Community Power Plan Overview
- 03 Community Needs Assessment Strategy
- 04 Additional Assessment Strategy
- 05 Next Steps

Agenda



Introduction

- Today's goal
 - Review OCPA's Community Power Plan (CPP) framework and Community Needs Assessment outreach plan and survey
 - Following review, OCPA will kick-off the Community Needs Assessment process
- Development timeline
 - In June 2023, the idea of a CPP was introduced to the Board
 - In June 2024, OCPA included the launch of the CPP in the 2023-2026 Strategic Plan
 - In September 2024, the Board approved to contract with The Energy Coalition (TEC) to develop the CPP





Background

One of the stated goals within the Joint Powers Authority establishing OCPA:

“Provide a range of energy products and program options, available to all customers, that best serve their needs, their local communities, and support regional sustainability efforts.”

To meet this goal, OCPA is developing a Community Power Plan, which will:

- Conduct a community needs assessment to understand community needs and priorities
- Assess external funding opportunities and existing local programs
- Evaluate OCPA’s operational needs as they related to local programs
- Develop a community program investment strategy



CPP DEVELOPMENT OVERVIEW

How have other CCA's approached local program planning?

Clean Power Alliance



Developed a Local Programs Action Plan in 2020 with an update in 2023 to chart "a **strategic vision for customer programs, including products, services, and financial incentives, undertaken by CPA to invest in its communities and to support its customers in co-managing their relationship with the energy system.**"

San Diego Community Power



Developed a Community Power Plan in 2022-2023 to "**provide strategic direction for developing customer energy programs over the next five years. As a not-for-profit public agency, SDCP is committed to developing a suite of customer energy programs that respond to community needs, with a focus on Communities of Concern.**"

A wide-angle photograph of a wind farm. Numerous white wind turbines with three blades are scattered across a vast, flat green field. The field appears to be a crop field with rows of plants. The sky is a clear, bright blue with a few wispy clouds. The perspective is from a low angle, looking across the field towards the horizon where the turbines are concentrated.

Community Power Plan Overview



Goals

**Address climate change
by reducing energy-related
greenhouse gas emissions**

**Conduct a Community
Needs Assessment**

through a wide range of outreach efforts such as multi-lingual surveys, meetings, workshops, etc. by partnering with member agencies, local community-based organizations, and other key stakeholders

**Utilize industry research to
establish the feasibility of various
programs**

including the level of effort, implementation timeline, and associated expenditures or revenues

**Collect an understanding of grants
and plans that can augment
services and incentives**

that will benefit the community and businesses in our member cities in areas such as building decarbonization and zero emissions transportation



Goals (cont'd)

Prioritize the use and development of local, cost-effective renewable and distributed energy resources

in ways that encourage and support local power development and storage

Produce economic benefits to the region

including local workforce development

Support a stable, skilled, and trained workforce

Pursue purposeful and focused investment in communities of concern and programs centered on economic, environmental, and social equity.

Strategy

The CPP will include four assessments:



**Community
Needs**



**Operational
Alignment**



**Existing
Programs**



**Funding
Opportunities**

The findings of these assessments will be evaluated through a cost-benefit analysis.

The results will be developed into a draft CPP and finalized into a near and long-term OCPA local programs investment strategy.



Timeline

Milestone	Estimated Timeframe
1. Create the CPP Development Outline	October 2024- February 2025
2. Execute Existing Programs, Organizational Alignment, and Funding Opportunities Assessments	January 2025- August 2025
3. Launch Community Needs Assessment; incorporate outreach partners	February 2025- August 2025
4. Develop and conduct Cost-Benefit Analysis	March 2025- August 2025
5. Develop and disseminate Program Recommendations Report	August 2025- November 2025
6. Launch near-term programs	November 2025- February 2026
7. Launch mid- and long-term programs	March 2027- October 2031



OCPA's COMMUNITY POWER PLAN APPROACH

Engaging the Community Advisory Committee (CAC) for Expertise

In December 2024, the OCPA team engaged the CAC by updating them on the CPP goals and development strategy.

The CAC provided feedback on OCPA's proposed approach to developing the CPP, with a focus on how OCPA would engage the community to understand community needs.

OCPA incorporated CAC feedback into the final strategy.



A wide-angle photograph of a wind farm. Numerous white wind turbines with three blades are scattered across a vast, flat green field. The field appears to be a crop field with rows of plants. The sky is a clear, bright blue with a few wispy clouds. The overall scene is peaceful and represents renewable energy in a rural setting.

Community Needs Assessment



COMMUNITY NEEDS ASSESSMENT

Goal

Understand community priorities as they relate to our energy system so that OCPA program investments align with the specific needs of OCPA communities





Target Audience

Primary

- All current OCPA customers and future Fountain Valley customers
- Communities of Concern as defined by the CPUC “underserved” definition (such as low-income and CalEnviroscreen 4.0 disadvantaged communities)

Secondary

- All OC community members who may be future customers



Customer Sectors

Residents

- Multi-family
- Single-family
- Renters
- Homeowners

Businesses

- Small, medium, and large
- Commercial, industrial, and public



COMMUNITY NEEDS ASSESSMENT

Outreach Partners

OCPA is in the application process for trusted community outreach partners with anticipated onboarding in March 2025.

Outreach partners will:

- Streamline engagement activities
- Build trust within the OCPA community
- Leverage existing meetings and events to efficiently reach OCPA community members
- Help OCPA reach the diverse communities it serves





COMMUNITY NEEDS ASSESSMENT

Outreach Channels

The OCPA team and outreach partners will connect with customers through the following channels:

- Sector-specific roundtable
- Community workshops
- Tabling
- Social media outreach
- Newsletter (e-mail distribution and printed version in libraries, schools, or city halls)





Survey

Goals	• Identify community priorities to inform OCPA program investments • Monitor reach of survey to ensure representative results • Limited time investment (less than 10 minutes)
Distribution	• Paper handouts (at community events, workshops, libraries) • Digital (shared via social media, OCPA website, emailed newsletter)
Language	English, Spanish, and other priority languages
Compensation	Gift cards, or potential opportunity for gift cards, for participants to show value for their time and input



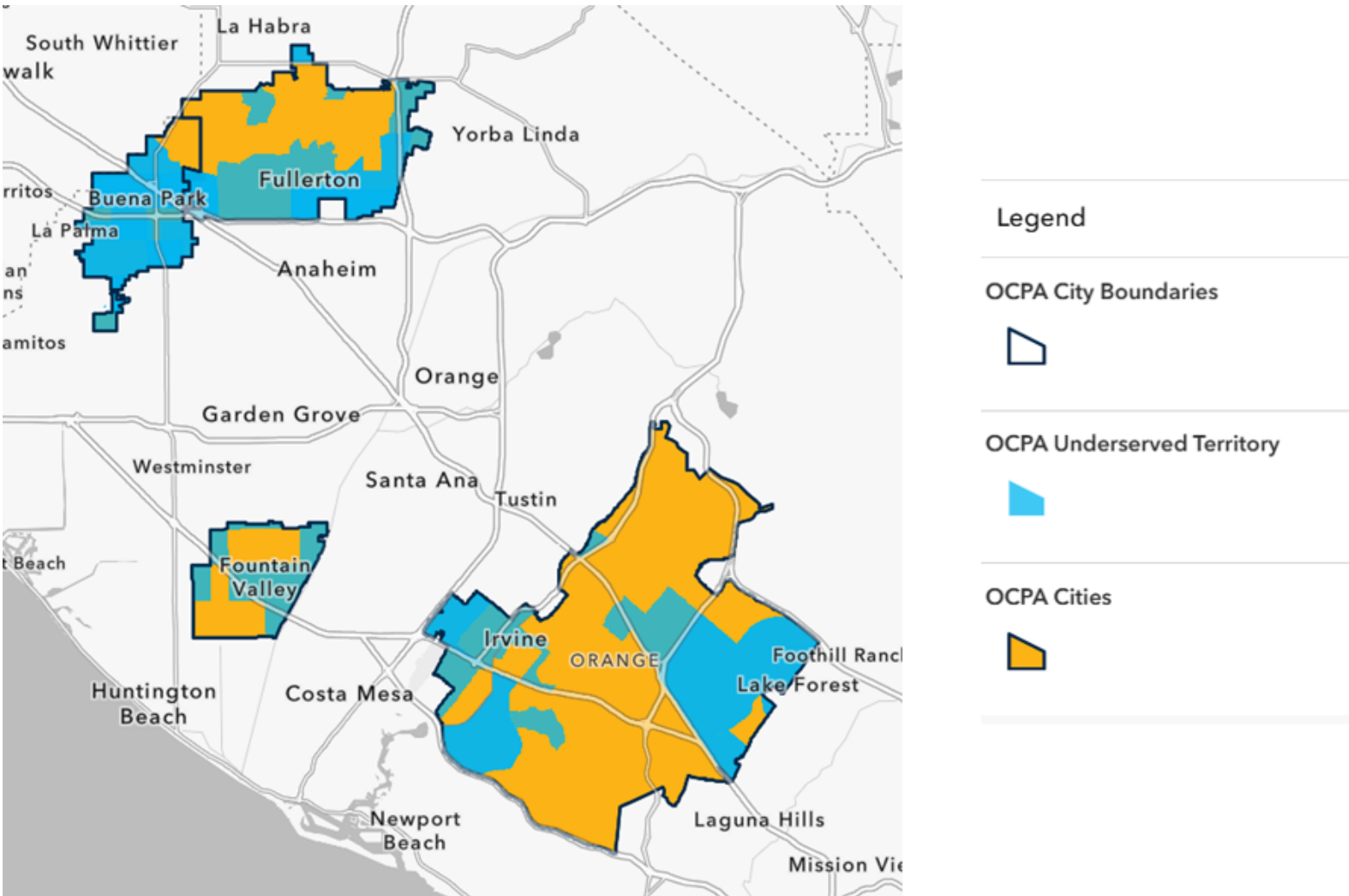
Strategies to overcome outreach barriers

Barriers (not exhaustive)	Strategies (not exhaustive)
Trust/lack of awareness	Collaborate with established outreach partners to gain trust and efficiently reach a wide audience representative of OCPA’s diverse communities
Language barriers	Develop the survey in multiple languages, and work with outreach partners to promote and offer survey completion support in multiple languages
Technology literacy	Multiple methods of engagement and surveys (posted fliers in convening spaces, in-person and paper survey options)
Limited time	Compensate participants for survey participation (1 per participant for workshops and roundtables, opportunity to win for digital survey completion)
Non-representative outreach	Collect demographic data to track survey participants within and outside OCPA member cities, and additionally track communities of concern



Defining Communities of Concern

OCPA will leverage the California Public Utilities Commission definition of “underserved communities”





Defining Communities of Concern

OCPA will leverage the California Public Utilities Commission (CPUC) definition of “underserved communities”

Criteria	Description
Is a "disadvantaged community" as defined by subdivision (g) of Section 75005 of the Public Resources Code.	A community with a median household income less than 80% of the statewide average. “Severely disadvantaged community” means a community with a median household income less than 60% of the statewide average.
Is included within the definition of "low-income communities" as defined by paragraph (2) of subdivision (d) of Section 39713 of Health and Safety Code.	“Low-income communities” are census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093.
CalEnviroScreen 4.0 Disadvantaged Community	Is within an area identified as among the most disadvantaged 25 percent in the state according to the California Environmental Protection Agency and based on the most recent California Communities Environmental Health Screening Tool, also known as CalEnviroScreen.
>= 75% free and reduced-price meals	Is a community in which at least 75 percent of public school students in the project area are eligible to receive free or reduced-price meals under the National School Lunch Program.
Tribal lands	Is a community located on lands belonging to a federally recognized California Indian tribe.



Month-by-Month Outreach Goal

Community Needs Assessment Outreach Schedule									
	Estimated number of individuals reached per activity	March	April	May	June	July	August	Total Activities	Total Estimated number of individuals reached
Sector-specific roundtable	5	1	1	2	2	1	1	8	40
Community workshop	10	pending outreach partner RFQ process and onboarding		5	5	5	5	20	200
Community event tabling	20	1	2	2	2	2	1	10	200
Social media promotion	Varies	2	2	2	2	2	2	12	Varies
Newsletter	Varies			1	1	1	1	1	Varies
Survey	N/A			200	200	200	200	200	1000



Additional Assessments



ADDITIONAL ASSESSMENTS

Existing Programs

Goal

Identify energy programs available to OCPA customers to avoid duplicating efforts with other program administrators and focus on filling gaps.

Process

1. Identify relevant energy programs that are available to OCPA customers including federal, state, local and utility programs
 2. Gather program details on eligibility, offerings, participation
 3. Incorporate existing program findings into the community needs assessment survey to understand OCPA customer awareness of the existing programs
-

Examples

Low-Income Weatherization Program (LIWP), SCE's Pre-Owned Electric Vehicle Rebate Program, Southern California Regional Energy Network Multifamily Program



ADDITIONAL ASSESSMENTS

Operational Alignment

Goal

Identify OCPA's internal priorities related to energy programs. Local programs can contribute to OCPA's operational goals through strategies such as demand reduction or peak shaving.

Process

1. Identify key OCPA representatives to include in the operational alignment assessment. Based on input from the OCPA Customer Programs team, the operational alignment assessment will include OCPA team members from departments such as power resources
2. Conduct a survey including key questions to solicit operational needs and priorities from the OCPA team.

Examples

Demand response local programs can help OCPA meet Resources Adequacy goals



ADDITIONAL ASSESSMENTS

Funding Opportunities

Goal

Identify funding opportunities that can support the program operations or enhance program offerings (e.g. stacking OCPA program rebates with federal rebates).

Process

1. Develop a funding opportunity tracker to consolidate all available program funding opportunities.
 2. Research multiple funding channels to develop a comprehensive picture of current and upcoming program funding opportunities including details such as eligibility (e.g. CCA or local governments/member agencies), funding amounts, application process
-

Examples

California Energy Commission grant opportunities, California Public Utilities Commission Energy Efficiency Rolling Portfolio program



NEXT STEPS

Immediate Next Steps

- Launch Community Needs Assessment
- Return to board with Outreach Partner RFQ results
- Coordinate with Outreach Partners on Community Needs Assessment
- Finalize additional assessments (Existing Programs, Operational Alignment, Funding Opportunities)

Scheduled Outreach To Date	Date
Fullerton Collaborative	Monday, March 2nd
Buena Park Collaborative	Thursday, March 13th

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 8.4

To: Orange County Power Authority Board of Directors

From: Linda Kramer, Community Engagement Manager
Jacquie Henderson, Director of Communications & External Affairs

Approved by: Joe Mosca, Chief Executive Officer

Subject: COMMUNITY ADVISORY COMMITTEE STIPEND REQUEST

Date: February 10, 2025

RECOMMENDED ACTION

1. Approve the Community Advisory Committee meeting compensation stipend.
2. Approve the updated Policy Number 005: Board of Directors and Community Advisory Committee Members' Compensation and Expense Reimbursement Policy, which includes the Community Advisory Committee meeting compensation stipend.
3. Update the Community Advisory Committee Membership Criteria.

BACKGROUND

Orange County Power Authority (OCPA) is proud to have a robust Community Advisory Committee (CAC) comprised of two representatives from each member community and two at-large members. CAC meetings are held monthly with in-person attendance required.

Staff have been in conversations with CAC members over the past year and have come to understand the financial burden that monthly meeting attendance poses as gas prices remain high. OCPA is dedicated to ensuring CAC members have the resources to attend monthly meetings at the OCPA headquarters in Irvine. For this reason, OCPA has explored the practices exercised by Community Choice Aggregation (CCA) agencies located in neighboring counties to support their CAC members.

While not all CCAs offer support to CAC members for meeting attendance, OCPA's closest neighboring CCA – San Diego Community Power (SDCP) – also requires in-person attendance and provides CAC members with a stipend for being present. They have found this model works as it lowers the barrier to entry, providing CAC members funds to cover childcare and/or transportation to attend evening meetings. SDCP treats CAC members as W-4 employees per their General Counsel's interpretation of IRS guidelines and similar precedent from other Boards and political bodies within San Diego.

ANALYSIS

The practice in place at San Diego Community Power fits well with OCPA as SDCP hosts CAC meetings onsite and has committee members that attend from cities across San Diego County. SDCP also compensates Board members and therefore has set a precedent to pay CAC members.

OCPA recommends compensation of \$50.00 per monthly committee meeting for CAC members in attendance to be used for travel expenses, childcare, or other expenses incurred from attending in-person meetings. OCPA's Policy 05 - Board of Directors and Community Advisory Committee Members' Compensation and Expense Reimbursement Policy will be updated to include mention of the CAC committee meeting stipend and the CAC Committee Membership Criteria will be updated to remove language no longer relevant following the update to Policy 05.

FISCAL IMPACT

\$50.00 per meeting for each attending CAC member.

ATTACHMENTS

Attachment A: Policy No. 5 Director and Committee Compensation & Reimbursement-Redlined

Attachment B: Policy No. 5 Director and Committee Compensation & Reimbursement-Clean

Attachment C: Community Advisory Committee Membership Criteria-Redlined

Attachment D: Community Advisory Committee Membership Criteria-Clean

ORANGE COUNTY POWER AUTHORITY
Policy Number 005: Board of Directors and
Community Advisory Committee Members'
Compensation and Expense Reimbursement Policy
Approved: 11/20/2023 | Revised: 05/21/2024

This Policy governs compensation and reimbursement of expenses for members of the Authority's Board of Directors and Community Advisory Committee (Committee Members). The Policy applies to both regular members of the Board and alternate members, as well as Committee Members as specified herein.

DIRECTORS' COMPENSATION

Pursuant to this Policy adopted by the Board of Directors, the Authority is authorized to compensate Board members in the amount of \$300 for (1) attending each meeting of the Board of Directors, and (2) otherwise providing a day of service to the Authority. Pursuant to Section 3.8 of the Authority's Joint Powers Agreement, the Authority's compensation to Board members shall not be less than the amount provided to directors of the Orange County Sanitation District (OCSD). In compliance with OCSD's current ordinance relating to OCSD director compensation, on January 1 of each year, beginning with January 1, 2025, the amount of compensation for attending each meeting of the Board of Directors or otherwise providing a day of service to the Authority shall increase automatically by five percent (5%) unless said increase is waived by the OCSD board of directors or OCSD's ordinance is repealed or amended to eliminate such automatic increases. The Policy limits compensation to a specified maximum number of days per month. The Board of Directors may, from time to time, amend the Policy to change the amount of compensation and/or the maximum number of compensable days per month.

The following activities are compensable.

Compensable Activities

1. Meetings
Each regular Director shall be entitled to compensation for attendance at (1) each meeting of the Board of Directors; (2) each meeting of a standing committee on which the Director serves; (3) each meeting of an ad hoc committee to which the Director has been duly appointed; (4) each meeting of any joint governmental board, committee, or association to which the Director has been appointed as the Authority's representative; and (5) attendance at California Community Choice Association (CalCCA) annual conferences. Each alternate Director shall be entitled to compensation for attendance at a meeting when, and only when, the alternate Director attends the meeting in place of the regular Director.
2. Required Training
Each Director shall be entitled to compensation for attendance at the ethics training required by Government Code Section 53235 and the sexual harassment training and education required by Government Code Section 12950.1.
3. Other Activities
The Chair of the Board of Directors and Chief Executive Officer may, on a case-by-case basis, authorize compensation of individual Directors for a day of service when participating in the following types of activities: (1) meetings with representatives of local, regional, state, or national government on issues affecting the Authority; (2)

meetings, conferences, and seminars relating to the business and operation of community choice aggregation entities, (3) ceremonial events sponsored by the Authority; (4) ceremonial events sponsored by another organization; (5) meetings of agencies, nonprofit organizations, or service clubs where the Director makes a presentation on behalf of the Authority; and (6) meetings with Authority staff, including telephone conferences when physical attendance is impractical.

4. Considerations

The Board Chair and the Chief Executive Officer shall approve compensation under Section 3 above only for activities that provides a benefit to the Authority. Benefits include, but are not necessarily limited to, the acquisition of information, education, training, and skills that will further the Authority's mission and purpose. Other benefits include positive changes to federal and state statutes and regulations that govern the Authority, and maintenance of positive relations with the public and other governmental agencies.

Limitation

In no event shall a Director receive compensation for more than one meeting or other activity on the same day. Directors may not be compensated for more than six meetings per month.

Non-Compensable Activities

Notwithstanding the section above, Board members shall not receive compensation for the following activities: (1) attendance at meetings or events of nonprofit organizations or service clubs, except when the Board Chair and Chief Executive Officer have authorized the Director to make a presentation on behalf of the Authority as described above; (2) Authority sponsored employee events including, but not limited to, the annual employee holiday luncheon and retirement events; (3) parades, festivals, holiday events, or retirement dinners; (4) meetings, without Authority staff present, with existing or potential contractors, vendors, or consultants; (5) meetings of partisan political organizations; (6) meetings, tours, and similar events conducted at the request of the Board member; or (7) any activity not described above.

COMMUNITY ADVISORY COMMITTEE MEMBERS COMPENSATION

Community Advisory Committee members shall be compensated in the amount of \$50 for attending each meeting of the Community Advisory Committee, limited to one (1) meeting per month.

REIMBURSEMENT OF DIRECTORS' AND COMMITTEE MEMBERS' EXPENSES

Approved Activities

In accordance with the terms of this Policy, the Authority will reimburse Directors for certain expenses incurred in connection with the compensable activities described above in Directors Compensation; provided, however, that alternate Directors shall be authorized to attend CalCCA conferences and shall be eligible for reimbursement of associated expenses as set forth below, whether or not the alternate Director is attending the conference in place of the regular Director. The Authority will not reimburse Directors for any other expenses.

In accordance with the terms of this Policy, the Authority will reimburse Committee Members for certain expenses set forth below incurred solely in connection with their attendance at CalCCA annual conferences. The number of Committee Members eligible to attend a CalCCA

annual conference and receive reimbursement under this Policy shall be determined prior to each CalCCA annual conference by the Chief Executive Officer, in consultation with the Board Chair. To be eligible to receive reimbursement for expenses incurred in connection with attendance at a CalCCA annual conference, the Committee Member must successfully complete ethics training required by Government Code Section 53235 and the sexual harassment prevention training and education required by Government Code Section 53237.1. The Authority will not compensate or otherwise reimburse any expenses of Committee Members.

Reimbursable Expenses

1. Transportation

In travelling to and from events, Directors and Committee Members must use the most economical form of transportation that is reasonably consistent with the Director's or Committee Member's travel and scheduling requirements.

2. Mileage for Personal Vehicles

a. The Authority will reimburse Directors and Committee Members for use of personal vehicles based on actual miles traveled at the then-current "standard mileage rate" adopted by the U.S. Internal Revenue Service for use in deducting the cost of operating an automobile for business purposes. The Authority will not reimburse Directors or Committee Members for any other personal vehicle expenses.

b. When calculating mileage traveled by a Director or Committee Member to attend an event, the Authority will use the lesser of (1) the distance from the administrative headquarters of the Director's or Committee Member's appointing member agency to the event, and (2) the actual distance traveled. Mileage reimbursements shall not exceed the cost of the lowest available airfare.

3. Other Transportation Expenses

a. When travel by personal vehicle is impractical, the Authority will reimburse Directors and Committee Members for the actual cost of (1) regularly-scheduled travel by airplane, train, bus, or other commercial carrier, (2) rental cars, and (3) taxis and other comparably-priced for-hire vehicles. The Authority will also reimburse Directors and Committee Members for related necessary travel expenses such as baggage fees, toll charges, and parking fees. Directors and Committee Members must take advantage of any government or group rates offered by a transportation provider.

b. Before deciding to travel by air, each Director and Committee Member must consider the total cost of alternatives, including the cost of ground transportation and any necessary lodging. Each Director and Committee Member should also consider alternative departure times, departure and arrival airports, dates, departure times, and stopovers to minimize airfare. Directors and Committee Members should request travel arrangements as early as possible to take advantage of lower airfares.

c. Generally, the Authority will reimburse Directors and Committee Members only for air travel in coach class. When necessary based on a Director's or Committee Members' physical needs and/or the need to conduct meaningful work during a flight, the Board Chair has the discretion to approve

reimbursement of first-class air travel. For trips that will exceed 24 hours, Directors and Committee Members must use their personal cars to travel to and from the airport, and utilize long-term airport parking, rather than pay for a taxi or other transportation to and from the airport.

4. Lodging

- a. The Authority will reimburse Directors and Committee Members for actual and necessary lodging expenses incurred in attending a conference, seminar, or meeting (for Committee Members, attendance is limited to annual CalCCA conferences). Directors and Committee Members must take advantage of any government rate or group rate for lodging whenever possible. If there is no government or group rate, the Authority will reimburse Directors and Committee Members for lodging up to the per diem rate used by the U.S. Internal Revenue Service as the maximum allowable deduction for business-related lodging expenses. The per diem rates are set by the General Service Administration (“GSA”) for federal employees. The rates are set forth at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
- b. Lodging in connection with an activity that lasts only one day is considered “necessary” when the travel time to and from the activity exceeds two hours.

5. Meals

The Authority will reimburse Directors and Committee Members for actual and necessary dining expenses incurred while attending (1) a conference, seminar, or meeting outside of the Authority, or (2) an Authority-related business meeting within the Authority. The Authority will reimburse Directors and Committee Members up to the applicable daily total GSA per diem rate for meals as set forth at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Reasonable tipping up to 20% of the meal is acceptable.

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7. Travel Arrangements

Each Director and Committee Member must utilize Authority staff to arrange all travel, lodging, and event registrations. The Chief Executive Officer shall designate an Authority employee responsible for making these arrangements. The Chief Executive Officer shall designate a single travel agency for use in making all travel arrangements.

Expenses That Are Not Reimbursable

The Authority will not reimburse Directors or Committee Members for the costs of: (1) barber and/or beauty shop services; (2) fines for traffic or parking violations; (3) any person accompanying a Director or Committee Member on a Authority-approved trip or event; (4) personal telephone calls; (5) fitness/health facility use; (6) massages; (7) alcoholic beverages; (8) entertainment (movies, sporting events, etc.); or (9) vehicle expenses other than the standard mileage charge.

Reimbursement Procedure

Each Director or Committee Member seeking reimbursement must file with the Secretary of the Board an expense report no later than three weeks after the conclusion of the compensable or reimbursable activity. The report shall attach detailed, actual receipts for all expenses. The report shall document that each expense meets the requirements for reimbursement set forth in this Policy. Without limiting the foregoing, each report shall identify the compensable activity and the date, nature, and purpose of each expense for which reimbursement is sought. For reimbursement of a personal vehicle expense at the standard mileage rate, the expense report shall identify the date of the travel, the actual miles traveled, and the business purpose of the travel. The Chief Executive Officer shall prepare a standard form of expense report for use by Directors and Committee Members in seeking reimbursement.

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PENALTIES

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Other Expenses

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PENALTIES

Any Director or Committee Member that misuses public resources or falsifies an expense report required by this Policy is subject to the following penalties: (1) loss of reimbursement privileges; (2) restitution of the Authority; (3) civil penalties for misuse of public resources pursuant to Government Code Section 8314; and/or (4) prosecution for misuse of public resources pursuant to Penal Code Section 424.

Community Advisory Committee

Membership Criteria

1. The Committee Advisory Committee (CAC) shall be made up of two members from each member agency and two at-large members. Each Board Member shall appoint two members; but, no member agency shall have more than two members. This composition may be revisited by the Board if new member cities are added to the Orange County Power Authority (OCPA). The two at-large appointments shall be selected by the Board via an application process. CAC members may be removed with or without cause by the Board or, if applicable, their appointing Board Member (or his or her successor).
2. The CAC is a Brown Act Committee, and all meetings shall be noticed and held in public spaces.
3. OCPA aims to ensure a wide variety of perspectives and participation on the CAC.
4. Members shall be residents (property owners and/or tenants), business owners, employees or representatives of a community-based organization and/or non-profit organization located within one of the member agencies of OCPA.
5. When reviewing applicants for membership, OCPA staff, and the Board of Directors are to prioritize residents, when feasible, from diverse social, economic, and racial backgrounds that are representatives of all residents within the service territory of OCPA.
6. There shall be two at-large members who shall be required to submit an application and the Board shall make the selection to the Committee.
7. CAC members must be committed to serving on the CAC and attending regular meetings along with the occasional OCPA Board meeting. CAC meetings and times will be determined once the members are approved by the full Board. If a CAC member misses two consecutive meetings or three meetings in a twelve-month period, OCPA staff will notify their appointing Board member (for non-at-large members) or the Chair of the Board (for at-large members). If a CAC member misses three consecutive meetings or four meetings in a twelve-month period, OCPA staff shall place an item on the Board agenda for potential removal of the CAC member.
8. The term for all members will be one-year or until his or her successor is appointed, and members may be reappointed for multiple terms. Notwithstanding the above, for at-large members, there will be a limit of two terms, which will not continue beyond two years.
9. CAC Members shall receive compensation for attending the CAC regular monthly meetings as provided in Policy Number 005: Board of Directors and Community Advisory Committee Members' Compensation and Expense Reimbursement

Policy. ~~Meetings of the CAC could rotate throughout the OCPA service territory, if feasible. If technology permits, the meetings shall be broadcast on the local PEG channel run by each member jurisdiction and/or via an online platform.~~

Community Advisory Committee

Membership Criteria

1. The Committee Advisory Committee (CAC) shall be made up of two members from each member agency and two at-large members. Each Board Member shall appoint two members; but, no member agency shall have more than two members. This composition may be revisited by the Board if new member cities are added to the Orange County Power Authority (OCPA). The two at-large appointments shall be selected by the Board via an application process. CAC members may be removed with or without cause by the Board or, if applicable, their appointing Board Member (or his or her successor).
2. The CAC is a Brown Act Committee, and all meetings shall be noticed and held in public spaces.
3. OCPA aims to ensure a wide variety of perspectives and participation on the CAC.
4. Members shall be residents (property owners and/or tenants), business owners, employees or representatives of a community-based organization and/or non-profit organization located within one of the member agencies of OCPA.
5. When reviewing applicants for membership, OCPA staff, and the Board of Directors are to prioritize residents, when feasible, from diverse social, economic, and racial backgrounds that are representatives of all residents within the service territory of OCPA.
6. There shall be two at-large members who shall be required to submit an application and the Board shall make the selection to the Committee.
7. CAC members must be committed to serving on the CAC and attending regular meetings along with the occasional OCPA Board meeting. CAC meetings and times will be determined once the members are approved by the full Board. If a CAC member misses two consecutive meetings or three meetings in a twelve-month period, OCPA staff will notify their appointing Board member (for non-at-large members) or the Chair of the Board (for at-large members). If a CAC member misses three consecutive meetings or four meetings in a twelve-month period, OCPA staff shall place an item on the Board agenda for potential removal of the CAC member.
8. The term for all members will be one-year or until his or her successor is appointed, and members may be reappointed for multiple terms. Notwithstanding the above, for at-large members, there will be a limit of two terms, which will not continue beyond two years.
9. CAC Members shall receive compensation for attending the CAC regular monthly meetings as provided in Policy Number 005: Board of Directors and Community Advisory Committee Members' Compensation and Expense Reimbursement Policy.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 8.5

To: Orange County Power Authority Board of Directors

From: Pat Jacquez-Nares, Board Clerk and Assistant to the CEO

Approved by: Joe Mosca, Chief Executive Officer

Subject: APPOINTMENT OF BOARD DIRECTOR(S) TO LEGISLATIVE AND
REGULATORY COMMITTEE AND MARKETING AND
COMMUNICATIONS COMMITTEE

Date: February 10, 2025

RECOMMENDED ACTION

Approve the Chair's appointment of Board Director(s) to the Legislative and Regulatory Committee and the Marketing and Communications Committee.

BACKGROUND

In accordance with the adopted OCPA Bylaws, Article VII, Board Committees, Section 3 provides for the Chair to nominate committee members, subject to approval by a majority vote of the Board. If the Board fails to approve the Chair's nomination(s) to a standing committee, the Board may entertain a motion for the appointment of committee members.

FISCAL IMPACT

None

ATTACHMENTS

Attachment A – Adopted Board of Directors Bylaws

BYLAWS FOR ORANGE COUNTY POWER AUTHORITY

PREAMBLE

The Orange County Power Authority (“**Authority**”) was established pursuant to that certain document entitled *Orange County Power Authority Joint Powers Agreement*, dated November 20, 2020, as amended from time to time (“**JPA Agreement**”). All parties that executed the JPA Agreement prior to December 31, 2020 are designated individually as a “**Founding Party**” or collectively as “**Founding Parties**.” All cities, counties or other public agencies added as parties to the JPA Agreement after December 31, 2020 are designated individually as an “**Additional Party**” or collectively as “**Additional Parties**.” The members of the Authority are referred to in these Bylaws individually as a “**Party**,” which includes a Founding Party or Additional Party, or collectively as “**Parties**,” which includes Founding Parties and Additional Parties.

ARTICLE I GENERAL PROVISIONS

Section 1. Authority Purpose.

The Authority is formed to create an independent public agency to exercise powers common to each Member Agency and to implement a community choice aggregation program and exercise all other powers necessary and incidental to accomplishing this purpose. The Authority will provide opportunities by which Member Agencies can work cooperatively to create economies of scale and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, provide consumer choice and cost savings, and advance the use of clean, efficient, and renewable resources in the region for the benefit of all Member Agencies and their constituents, including, but not limited to, establishing and operating a community choice aggregation program.

Section 2. Purpose of Bylaws.

The JPA Agreement authorizes the Board of Directors to adopt such bylaws, rules and regulations as are necessary or desirable to accomplish the purposes of the JPA Agreement; provided, however, that nothing in such bylaws, rules or regulations shall be inconsistent with the JPA Agreement. By approving these Bylaws, the Board intends to adopt additional procedures concerning the Authority’s basic governance, internal organization, Board committees, and other matters addressed in these Bylaws.

Section 3. Definitions.

Unless specifically defined in these Bylaws, all defined terms shall have the same meaning as ascribed to them in the JPA Agreement.

Section 4. Precedence

In the event of any conflict between these Bylaws and the JPA Agreement, the JPA Agreement shall control and these Bylaws shall be amended or clarified to eliminate such conflict.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Board of Directors.

The Authority shall be governed by a Board of Directors composed of one representative of each of the Member Agencies, except the City of Irvine, which shall appoint two representatives subject to Section 3.1 of the JPA Agreement. The governing body of each Party shall appoint and designate in writing the Director(s) who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The person appointed and designated as the Director shall be a current elected member of the governing body of the Party. A Director shall serve a term of two (2) years or until a successor is appointed. A Director shall serve at the pleasure of the governing body of the Party that the Director represents and may be removed by such governing body at any time, with or without cause.

Section 2. Alternate Directors

The governing body of each Party shall also appoint and designate in writing an alternate Director(s) who may vote on matters when the regular Director is absent from an Authority meeting. The person appointed and designated as the alternate Director shall be a current elected member of the governing body of the Party. An alternate Director shall serve a term of two (2) years or until a successor is appointed. An alternate Director shall serve at the pleasure of the governing body of the Party that the alternate Director represents and may be removed by such governing body at any time, with or without cause. The alternate Director shall have all the rights and responsibilities of the regular Director when serving in his or her absence. When serving in the absence of the regular Director, an alternate Director may vote on matters in committee, chair committees, and fully participate in discussion and debate during Authority meetings.

Section 3. Vacancy

If at any time a vacancy occurs on the Board, a replacement shall be appointed by the governing body to fill the position of the previous Director within forty-five (45) days of the date that such position becomes vacant. A replacement Director shall serve until the scheduled expiration of the term of office the Director they replace.

Section 4. Resignation

A regular or alternate Director may resign at any time by giving written notice to the Board Secretary. The notice of resignation shall specify a date on which the resignation is effective.

Section 5. Compensation

In accordance with Section 3.8 of the JPA Agreement, the Board shall adopt policies establishing compensation attendance at Board and Committee meetings and work performed by each Director on behalf of the Authority as well as policies for the reimbursement of expenses incurred by each Director; provided that in no instance shall the per meeting or per day compensation be less than the compensation provided to directors of the Orange County Sanitation District.

ARTICLE III

OFFICERS

Section 1. Officers

There shall be a Chair, a Vice-Chair, a Secretary and a Treasurer/Auditor.

- A. *Chair.* The Chair of the Authority shall be a Director. Duties of the Chair are to supervise the preparation of the business agenda, preside over Authority meetings, and sign all ordinances, resolutions, contracts and correspondence adopted or authorized by the Board. The Directors shall select among themselves the Chair. Beginning at the first regular Board meeting in December 2022, the term of office of the Chair shall be one year with an election held annually. There shall be no limit on the number of terms held by the Chair. The office of the Chair shall be declared vacant and a new selection shall be made if: (i) the person serving dies, resigns, or becomes legally unable to fulfill his or her duties; or (ii) the Party that appointed the Director serving as Chair withdraws from the Authority pursuant to the provisions of the JPA Agreement. Upon a vacancy in the office of Chair, the position shall be filled at the next regular meeting of the Board held after such vacancy occurs or as soon as practicable thereafter. The succeeding Chair shall perform the duties normal to said office for the remainder of the term.
- B. *Vice-Chair.* The Vice-Chair of the Authority shall be a Director. The Vice-Chair shall perform the duties of the Chair in the absence of such officer. The Directors shall select among themselves the Vice-Chair. Beginning at the first regular Board meeting in December 2022, the term of office of the Vice-Chair shall be one year with an election held annually. There shall be no limit on the number of terms held by the Vice-Chair. The office of the Vice-Chair shall be declared vacant and a new selection shall be made if: (i) the person serving dies, resigns, or becomes legally unable to fulfill his or her duties; or (ii) the Party that appointed the Director serving as Vice-Chair withdraws from the Authority pursuant to the provisions of the JPA Agreement. Upon a vacancy in the office of Vice Chair, the position shall be filled at the next regular meeting of the Board held after such vacancy occurs or as soon as practicable thereafter. The succeeding Vice Chair shall perform the duties normal to said office for the remainder of the term.
- C. *Secretary.* The Board shall appoint a qualified person who is not on the Board to serve as Secretary. The Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.
- D. *Treasurer and Auditor.* In accordance with Government Code section 6505.5, the Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom need be members of the Board. The positions of Treasurer and Auditor may be combined into one position. The Treasurer and the Auditor shall possess the powers of, and shall perform those functions required of them by Government Code sections 6505, 6505.5, and 6505.6, and by all other applicable laws and regulations and amendments thereto. The Treasurer shall have custody of all the money of the Authority. The Treasurer shall report directly to the Board and shall comply with the requirements of

treasurers of incorporated municipalities. The Board may transfer the responsibilities of the Treasurer and Auditor to any person or entity permitted by law.

ARTICLE IV MEETINGS

Section 1. Regular Meetings

The Board shall provide for its regular meetings, the date, hour and place of which shall be fixed by resolution of the Board.

Section 2. Special Meetings, Emergency Meetings, and Adjourned Meetings

Special meetings and emergency meetings may be called upon the request of a majority of the members of the Board or by the Chair, in accordance with the provisions of Government Code sections 54956 and 54956.5, respectively. The Board may adjourn any regular, adjourned regular, special, or adjourned special meeting pursuant to the provisions of the Ralph M. Brown Act (Government Code § 54950, *et seq.*).

Section 3. Open Meetings

The meetings of the Board, any Executive Committee, and any other legislative bodies established by the Board shall be governed by the provisions of the Ralph M. Brown Act (Government Code § 54950, *et seq.*). Directors may participate in meetings telephonically or remotely, with full voting rights, to the extent permitted by law and in accordance with any policies, rules, resolutions, or motions of the Board relating thereto.

Section 4. Attendance of Alternates in Closed Session

Pursuant to Government Code section 54956.96(a)(2), the Board hereby authorizes an alternate Director who is attending a properly noticed Board meeting in the absence of the regular Director to attend a closed session held during such meeting.

Section 5. Preparation of Agendas

The Chief Executive Officer, or designee, shall prepare the agenda for each Board meeting. Agenda items will be generated by the need to conduct Authority business in a timely manner. The Chief Executive Officer shall review with the Board Chair, or the Vice-Chair in the absence of the Chair, the agenda for Board meetings. The Chief Executive Officer shall cause the agenda for each meeting to be posted in accordance with the Ralph M. Brown Act (Government Code § 54950 *et seq.*).

The below steps shall be followed in finalizing the meeting agenda:

- A. The Chief Executive Officer will cause a draft of the meeting agenda to be created, including any timely received Director Initiated Agenda Items (discussed below).
- B. The Chief Executive Officer will submit the draft agenda to the General Counsel for legal review and verification of the necessary materials/documents. Any revisions will be given to the Chief Executive Officer.

- C. The Chief Executive Officer will revise the drafted agenda, if necessary, for the Board Chair's review.
- D. After approval of the Board Chair, the Chief Executive Officer will post agenda as required.

Section 6. Addition of Agenda Items Before a Meeting

Any Director may add a "Director Initiated Agenda Item" for consideration on an upcoming regular meeting agenda. Director Initiated Agenda Items are prepared by the requesting Director and require no staff time. Director Initiated Agenda Items must be submitted to the Chief Executive Officer at least five (5) calendar days prior to the next Board regular meeting. Items submitted less than five (5) calendar days before the scheduled regular meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

In addition, items may be added to a future Board meeting agenda in the following ways:

- A. The Chair provides express oral direction to the Chief Executive Officer during a Board meeting. If a Director disagrees with the Chair's direction, the Director may make a motion regarding the addition of the agenda item without discussion of the substance of the item.
- B. For agenda items requiring staff time, an agenda item shall be added by motion without discussion of the substance of the item.
- C. Requests from members of the public, after being authorized to speak, may be added to a future Board meeting agenda by a Director as a Director Initiated Agenda Item, as discussed above. If the item requires staff time, the item may be added only by an approved motion without discussion of the substance of the item.

The Chair or a majority of the Board may refer items to a committee for further review.

Section 7. Modification of Agenda Order; Addition of Items During a Meeting

The order of items on a Board meeting agenda may be modified by the Chair if there is no objection, or by a motion and majority vote of the Board. No action or discussion may be undertaken on any item not appearing on the posted agenda, except as allowed by the Ralph M. Brown Act (Government Code § 54950 *et seq.*).

Section 8. Consent Calendar

The consent calendar for a Board meeting shall consist of agenda items that are routine or ministerial in nature on which no Board discussion will be required. These items will be acted upon as one item. Before adopting the consent calendar, the Chair will ask Directors whether anyone desires to remove a matter from the consent calendar. Members of the public may also request that a Director remove a matter from the consent calendar. The Board will then proceed with consideration of the remaining consent calendar. The consent calendar will be acted upon in one motion without discussion. Items pulled from the consent calendar will be considered immediately following adoption of the remaining consent calendar, and oral staff reports will only be given if requested by the Director who pulled them.

Section 9. Public Comments

Agendas of regular Board meetings shall provide an opportunity for members of the public to address the Board on any item within the Authority's jurisdiction that is not on the agenda. Generally, speakers shall be limited to three (3) minutes each. The total time for non-agenda public comments shall not exceed thirty (30) minutes; provided, however, that if the number of speakers is estimated to exceed the 30-minute period, the Chair may, in his or her discretion, reduce the time allotted to each speaker, extend the period for non-agenda public comment, and/or continue the remaining comments to the end of the agenda.

For public comments on agenda items, speakers shall be limited to three (3) minutes each. The Chair may, in his or her discretion, reduce the time allotted to each speaker.

Section 10. Order and Procedure at Meetings

All meetings of the Board shall be conducted in an orderly manner designed to expedite the business of the Board in accordance with applicable law, the JPA Agreement and these Bylaws. Except as otherwise provided therein, Rosenberg's Rules of Order (League of California Cities, Rev. 2011) will be used as a guide to resolve questions of parliamentary procedures. The General Counsel shall serve as the Parliamentarian.

Section 11. Rules of Debate and Decorum

Debate upon all matters pending before the Board shall be under the supervision of the Chair and conducted in such a manner as to expedite the business of the Board. Every Director desiring to speak shall so indicate by using the "request to speak" button, if available, or otherwise address the Chair. Upon recognition by the Chair, the Director shall confine remarks to the item under consideration. A Director, once recognized, shall not be interrupted when speaking unless it is to call the Director to order. If a Director while speaking is called to order, the Director shall cease speaking until the question of order is determined.

ARTICLE V **QUORUM & VOTING**

Section 1. Quorum

A majority of the Directors of the entire Board shall constitute, and is necessary to constitute, a quorum, except that less than a quorum may adjourn a meeting from time to time in accordance with law. No actions of the Board may be taken without a quorum of the Directors present.

Section 2. Equal Vote

In general, except when a Voting Shares Vote or Special Voting is expressly required by the JPA Agreement, action of the Board on all matters shall require an affirmative vote of a majority of all Directors who are present at the subject meeting ("**Equal Vote**"). Notwithstanding the foregoing, an Equal Vote may be subject to a "Voting Shares Vote."

Section 3. Voting Shares Vote

Immediately after (and during the same Board Meeting as) an affirmative or tie Equal Vote, two or more Directors shall have the right to request and conduct a Voting Shares Vote to reconsider that action approved by the Equal Vote. In the event of a Voting Shares Vote where the City of

Irvine appoints two Directors to the Board and one or more Irvine Directors requests a Voting Shares Vote, a Party other than the City of Irvine must constitute the second Director for purposes of having the right to request and conduct a Voting Shares Vote.

A “yes” vote on the Voting Shares Vote shall be a vote to reverse and reject the Equal Vote; a “no” vote on the Voting Shares Vote shall be a vote to affirm the Equal Vote. For Voting Shares Votes, votes shall be weighted as described in subsection 3.9.3 of the JPA Agreement. A “yes” vote on a Voting Shares Vote shall require (i) for votes requiring a majority under subsection 3.9.1, more than fifty percent (50%) of the voting shares of all Directors voting; (ii) for votes requiring a supermajority of two-thirds under this JPA Agreement, sixty-seven percent (67%) or more of the voting shares of all Directors voting; and (iii) for votes requiring a supermajority of three quarters under this JPA Agreement more than seventy-five percent (75%) of the voting shares of all Directors voting. If a Voting Shares Vote yields a “no” vote, the legal effect is to affirm the Equal Vote with respect to which the Voting Shares Vote was taken. If the Voting Shares Vote succeeds, the legal effect is to nullify the Equal Vote with respect to which the Voting Shares Vote was taken. If the underlying Equal Vote was a tie, the Voting Shares Vote replaces that tie vote. No action may be taken solely by a Voting Shares Vote without first having taken an Equal Vote.

The formula for a Voting Shares Vote shall be determined pursuant to Section 3.9.3 of the JPA Agreement.

Section 4. Special Voting

An affirmative vote of two-thirds of the Directors of the entire Board shall be required to take any action on the following:

- A. Issuing or repayment of bonds or other forms of debt;
- B. Adding or removing Parties on or after January 1, 2021;
- C. Amending or terminating the JPA Agreement or adopting or amending Authority Bylaws;
and
- D. Terminating the CCA program.

An affirmative vote of three-fourths of the Directors of the Board shall be required to initiate any action for eminent domain and no eminent domain action shall be approved within the jurisdiction of a Party without the affirmative vote of such Party’s Director (or both Irvine Directors, if applicable, in the case of eminent domain action within the City of Irvine).

Matters requiring Special Voting may be subject to a Voting Shares Vote.

Matters that require Special Voting shall require at least 30 days advance written notice to each Member Agency. Such notice shall include a copy of all substantive documents necessary to meaningfully deliberate and consider the proposed vote (*e.g.*, any proposed amendment to the JPA Agreement or the Bylaws. The Authority shall also provide prompt written notice to each Member

Agency of the action taken, which shall include any resolution, ordinance, rule, policy, agreement, filing or other operative document (if any) adopted or approved by the Board.

ARTICLE VI
POLICY REGARDING CONFIDENTIAL INFORMATION
DISCLOSED DURING CLOSED SESSIONS

Information obtained during closed sessions of the Board shall be confidential. Notwithstanding, under certain circumstances, it may be necessary and appropriate for Directors to divulge certain confidential information obtained in closed sessions to representatives of their Member Agencies as authorized by law. Therefore, these Bylaws adopt the policy set forth in Government Code section 54956.96, which authorizes the disclosure of confidential closed session information that has direct financial or liability implications for that Member Agency as follows:

- A. A Director or alternate Director who is also a member of the governing body of a Member Agency may disclose information obtained in an Authority closed session that has direct financial or liability implications for that Member Agency to the following individuals:
 - 1. Legal counsel of that Member Agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Member Agency; and
 - 2. Other members of the governing body of the Member Agency present in a closed session of that Member Agency.
- B. The governing body of the Member Agency may, upon the advice of its legal counsel, conduct a closed session to receive, discuss and take action concerning information obtained in a closed session of the Authority pursuant to this Article.

ARTICLE VII
BOARD COMMITTEES

Section 1. Committees

The Board may establish committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the purposes of the JPA Agreement. In accordance with the JPA Agreement, the Board may delegate to any committees that consist solely of Board members any of the powers specified in subsection 2.1 of the JPA Agreement, except for the power to acquire property by eminent domain. Committees that include or consist of non-Board members shall be advisory only. Committees established by the Board shall be either standing committees or temporary ad hoc advisory committees. Each duly established committee may establish any standing or ad hoc committees determined to be appropriate or necessary. The duties and authority of all committees shall be subject to the approval and direction of the Board.

Section 2. Executive Committee

Upon the Authority's membership consisting of nine or more members, the Board shall establish an Executive Committee consisting of a smaller number of Directors. The initial members of the

Executive Committee shall be the Directors of the Founding Members with the Chair of the Board serving as chair of the Executive Committee.

Section 3. Appointment to Standing Committees

For standing committees, the Chair shall nominate committee members, subject to approval by a majority vote of the Board. If the Board fails to approve the Chair's nomination(s) to a standing committee, the Board may entertain a motion for the appointment of committee members.

The Executive Committee, if established, shall also be a Standing Committee. Other committees composed of Board members with continuing subject matter jurisdiction, or having a meeting schedule fixed by resolution or formal action of the Board, shall also be standing committees of the Board.

Section 4. Committee Voting

Action by a committee on all matters shall require an affirmative vote of a majority of the members of the committee who are present at the meeting. A Voting Shares Vote does not apply to committee voting.

Section 5. Alternate Directors in Standing Committees

In the event a member of a standing committee is a regular Director who is unavailable to attend a duly noticed meeting of that committee, the alternate Director representing the same Member Agency as the absent Director may attend and, if applicable, vote in the committee meeting in place of the regular Director. The alternate Director may also chair the committee and fully participate in discussion and debate during meetings. Notwithstanding the foregoing, this section shall not apply to the Executive Committee.

Section 6. Removal of Committee Members

The Board may remove a committee member from a committee, with or without cause, by a majority vote of the Board.

Section 7. Ad Hoc Committees

The Board may establish temporary ad hoc advisory committees that: (a) are composed of less than a quorum of the Board, (b) have no continuing subject matter jurisdiction, and (c) have no meeting schedule fixed by resolution or formal action of the Board. The Chair shall appoint the members of such ad hoc committees.

ARTICLE VIII

CHIEF EXECUTIVE OFFICER

Section 1. Duties.

The Chief Executive Officer shall be the chief administrative officer of the Authority responsible for the day-to-day operation and management of the Authority. The powers and duties of the Chief Executive Officer shall be those delegated and/or assigned to the Chief Executive Officer by duly adopted action of the Board.

Section 2. Contracts.

The Chief Executive Officer is authorized to contract and execute on behalf of the Authority all contracts in accordance with Authority procurement and risk management policies and other delegations of authority by the Board.

ARTICLE IX
DEBTS, LIABILITIES AND OBLIGATIONS

As provided in Section 5.7 of the JPA Agreement, and subject to the provisions of Section 6.3 of the JPA Agreement, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the individual Member Agencies unless the governing board of a Member Agency agrees in writing to assume any of the debts, liabilities, or obligations of the Authority.

ARTICLE X
AMENDMENTS

Section 1. General Requirements

In accordance with Sections 3.9.4.1 and 3.9.4.3 of the JPA Agreement, the Board may adopt amendments to the JPA Agreement and these Bylaws by a two-thirds vote following 30 days' advance written notice to the Member Agencies. This Article provides further procedures concerning the Authority's consideration and approval of amendments to the JPA Agreement and these Bylaws.

Section 2. Initial Consideration; Notice to Member Agencies

The Board shall consider proposed amendments to the JPA Agreement or these Bylaws at an open and public meeting of the Board. Following such consideration, the Board may, by majority vote, direct the Chief Executive Officer to provide written notice of the proposed amendment(s) to the Member Agencies in any manner permitted under the JPA Agreement.

Section 3. Adoption of Amendments

At a Board meeting held at least 30 days after such notices have been provided, the Board may consider adoption of the proposed amendment(s) to the JPA Agreement or these Bylaws, which shall require a two-thirds vote of the Board. The Authority shall provide prompt written notice to all Member Agencies of the action taken and enclose the adopted or modified document(s).

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Chief Executive Officer

Subject: CHIEF EXECUTIVE OFFICER’S REPORT

Date: February 10, 2025

CPUC Certifies the Amended Implementation Plan for OCPA

We have received a letter from the California Public Utilities Commission (CPUC) certifying our Amended Implementation Plan. This plan includes expanding the Orange County Power Authority (OCPA) to welcome the city of Fountain Valley. This expansion marks the first since the establishment of OCPA, and we are thrilled to begin providing electric service to Fountain Valley in October 2026.

The CPUC's prompt certification of our Amended Implementation Plan underscores our team's attention to detail and effective communication with the commission. OCPA is now dedicated to procuring energy for our new customers and informing them about who we are and the energy options available in 2026. We look forward to serving our new customers and bringing the benefits of our mission to a new city.

Transition of Buena Park Customer Accounts from 100% Renewable Choice to Smart Choice

On January 28, 2025, the Buena Park City Council approved a temporary shift in the default energy plan for all commercial, residential, and municipal accounts currently enrolled in 100% Renewable Choice to Smart Choice for 2025 and 2026, with a planned return to 100% Renewable Choice in January 2027. The City Council passed the item by a 5-0 unanimous vote, reaffirming its strong support for OCPA and commitment to balancing climate action goals and affordability for our ratepayers.

The transition will begin on March 1, 2025, and will be implemented throughout March based on customers’ meter read dates. OCPA’s data management service provider, Calpine, will update the backend of its billing system, the bill comparison tool, and the data portal to reflect the transition.

Attached is a copy of the notices that will be mailed to each impacted customer. OCPA staff had prepared artwork and coordinated with our printing service vendor to begin printing the following day. The attached notice will be postmarked and sent for delivery to all Buena Park 100% Renewable Choice customers on February 3 and February 5, 2025.

Total costs for this notice include approximately \$1,000 in artwork and design, \$6,255 in printing services, and \$10,104 in postage.

City of Fountain Valley Study Session: Update on OCPA

The City of Fountain Valley's study session scheduled for Tuesday, February 4, 2025, is expected to discuss several topics related to the City's participation in Orange County Power Authority (OCPA), including member agency options between now and October 2026, budget and financial information, and energy management practices. Staff have been working with City representatives to ensure that all necessary information is provided to the City and that the information meets the expectations of the study session.

BayWa Remote Operation Control Center Tour

BayWa has moved its Remote Operations Control Center (ROCC) to Carlsbad. It is more extensive, more sophisticated, and manages more energy assets than before. BayWa has invited the team to tour the facility in early March 2025. This would be an opportunity to see how BayWa manages multiple generating assets.

2025 Strategic Plan Workshop – Coming in March

Preparations for OCPA's annual Strategic Plan review and update are underway. In November, staff started identifying new objectives for consideration. In February, the Community Advisory Committee (CAC) will receive a Strategic Plan overview presentation and an opportunity to provide feedback.

The next step in the process is a board workshop. At the workshop, the Board of Directors will meet with OCPA senior staff to discuss the organization's direction, challenges, and opportunities. The Board of Directors will receive an overview of previous planning meetings, the current Strategic Plan, an update on the current objectives, and proposed suggestions and new objectives.

Please expect an email from Pat Jacquez-Nares, OCPA Board Clerk & Assistant to CEO, asking for your availability for a full-day workshop in March to develop our strategic objectives for the upcoming fiscal year. The timing will help ensure top priorities are considered during 2025-26 budget discussions. Please let me know if you have any suggestions for the workshop.

Increase in OCPA Board Member Stipend

Under the Joint Powers Authority Agreement and Policy No. 5 of OCPA, board member stipends cannot be lower than the stipend board members of the Orange County Sanitation District (OCS D) receive. Since the OCS D stipend will increase by 5% effective January 1, 2025, the OCPA will also raise its board member stipend by 5%, changing the rate from \$300 to \$315 per meeting.

CalCCA Conference Registration – Invitation to Attend 2025 Conference

Early bird registration has begun for our industry's annual conference, which will be held in Irvine from April 28 to April 30 this year. Please contact me if you are interested in attending so we can coordinate your registration.

Constellation Energy Announces Acquisition of Calpine

Constellation Energy and Calpine Corp., the parent company of the data management service provider to OCPA, have announced a definitive agreement to combine, forming the nation's most reliable and clean energy provider. The acquisition, expected to take effect 12 months after contract execution, will position Calpine as a subsidiary of Constellation with no disruption to current operations or client relationships. Driven by shared values and strategic benefits, the merger aims to expand energy and sustainability offerings nationwide. Both companies remain committed to providing seamless service and maintaining partnerships without impacting operations.

OCPA's CEO Selected for CalCCA Board of Directors Executive Committee

On Tuesday, January 14, CalCCA announced this year's new Board of Directors Executive Committee. I am proud and honored to have been elected by my fellow CalCCA board members to serve on the Executive Committee. This role allows me to serve our CCA community and OCPA more effectively.

CalCCA members successfully and reliably serve over 14 million customers in more than 200 cities and counties in California. This membership and association are essential to preserving and expanding OCPA's influence in regulatory and legislative matters.

Communications & External Affairs Updates

Communications

- In preparation for OCPA's study session at the February 4th Fountain Valley City Council meeting, a new talking points document titled "Common Questions" has been developed for reference by City staff. This is a great overview of common questions and input regarding OCPA; it is attached for your use and reference. [OCPA Mentions](#)
- Orange County Power Authority Launches Art Contest for Young Creatives, promotion of OCPA's "Picturing a Better Tomorrow" art contest in the Fullerton Observer – (flyer attached).

Customer Programs

OCPA's RFQ is open and accepting applications for member city community organizations to assist with Community Power Plan Support Services and Other Outreach Services. To ensure diverse representation in the feedback needed to inform OCPA's Community Power Plan, we are looking for support from trusted organizations to help distribute our community needs assessment survey into hard-to-reach pockets of the community. Means of distribution include:

- Facilitating interviews, focus groups, surveys, and newsletter partnerships
- Co-hosting OCPA-focused listening sessions or informational meetings as part of an existing meeting or as a separate event
- Providing translation services

Please share OCPA's social media posts ([Facebook](#), [LinkedIn](#), [Instagram](#)) to promote this opportunity to your networks. The deadline for submissions is February 13, 2025. Interested parties should visit - <https://www.ocpower.org/resources/rfq-rfp-solicitations/> for more details.

Human Resources Updates

Recruitments

We are in the process of releasing the recruitments that will help build the Power Resources team. Three (3) positions will work under the supervision of Louis Ting, Director of Power Resources. The positions are:

- Trading Manager
- Risk Management Analyst
- Energy Contract and Compliance Analyst

We will also begin recruitment for two (2) Intern positions, each serving in a separate department—one with the Communications & External Affairs team and the other with the Legislative & Regulatory Affairs team.

Training & Development

- **Brown Bag Session on Resource Adequacy** - Our Finance and Risk Manager, Hongyan Sheng, started our first meeting with her presentation on Resource Adequacy. Her presentation was in-depth, and given Hongyan's many years of experience and personal skill, she could convey this highly technical subject in easily understandable terms, and it was entertaining as well. She responded to many thoughtful questions and inspired in-depth discussion. This is a valuable activity for all of our staff to participate in and will occur once each month. Our next Session will be hosted on February 27 by our Energy Programs Manager, Pranesh Venugopal. His topic will be Customer Programs: Empowering Our Communities.
- **OCPA Safety Program** - We are in the process of creating a broad safety program for OCPA board and staff members that will encompass several elements, including:
 - General office procedures in the event of an emergency, fire, flood, earthquake, or other disaster.
 - Active shooter training through the Irvine Police Department
 - Fire prevention training through the Orange County Fire Authority
- **Employee Assistance Program Staff Development** - covering topics from managing stress to enhancing efficiency, our HR Analyst, Gabriele Friedman, has scheduled four

sessions to support staff health. This week, we held the first of four seminars sponsored by our employee assistance program, Concern. The topic was "Bring More Positivity and Compassion to Each Day." The session was very well received, and the staff shared their personal methods for keeping a positive outlook.

- **Coffee Chats** – Staff members found gathering and sharing thoughts about the L.A. fires helpful. Some had family and friends directly affected, while others shared information about resources. Due to the strong attendance and usefulness of these conversations, we will continue to hold these chats once a month to discuss current impactful events and share general information.

Events & Stakeholder Outreach

The OCPA team attended the following events and community meetings since our last Board meeting:

City	Event & Meetings	Date	Time
Fountain Valley	Fountain Valley Mayor's Breakfast	Thursday, January 16	8:00 AM - 9:00 AM
Tustin	ABAOC Lunar New Year Lunch	Thursday, January 23	11:30 AM - 12:30 PM
Buena Park	BP CAAP Community Meeting	Thursday, January 23	6:00 PM - 7:30 PM
Buena Park	Buena Park State of The Agency & Default Energy Options	Tuesday, January 28	5:00 PM - 7:00 PM
Irvine	Irvine Evergreen Senior Lunar New Year Celebration	Wednesday, January 29	10:00 AM - 1:00 PM
Buena Park	MLK Labor Breakfast	Friday, January 31	9:00 AM - 11:00 AM
Fullerton	Fullerton Chinese School Lunar New Year Celebration	Saturday, February 1	9:00 AM - 11:30 PM
Fountain Valley	Fountain Valley City Council Meeting (OCA update)	Tuesday, February 4	6:00 PM - 6:30 PM
Regional	OCBC Business Connections - SCAQMD Rules 1111 & 1121	Wednesday, February 5	1:30 PM - 3:00 PM
Irvine	OCPA Multicultural Community Leaders Luncheon	Thursday, February 6	10:00 AM - 11:30 AM

We are looking forward to many opportunities to engage with the community and key stakeholders, including:

City	Event & Meetings	Date	Time
Santa Ana	Santa Ana Mayoral Prayer Breakfast	Tuesday, February 11	7:30 AM - 8:30 AM
Anaheim	VFW Veterans Valentines Dinner	Friday, February 14	5:00 PM - 6:00 PM
Fullerton	Strong Towns OC (North OC)	Thursday, February 27	6:00 PM - 8:00 PM
Carlsbad	Bay.Wa ROCC Tour (Carlsbad)	Tuesday, March 4, 2025	1:00 PM - 2:30 PM

Attachments:

- A) Non-Power Supply Contracts In Excess of \$50,000 to Under \$100,000
- B) Buena Park Smart Choice Notification Mailer
- C) OCPA Common Questions
- D) Picturing a Better Tomorrow Art Contest

Orange County Power Authority

Non Power Supply Contracts In Excess of \$50,000 to Under \$100,000

Item No	Vendor	Term	Contract Amount	Brief Service Description	Remark
None					



[Recipient Name]
Attn: [Recipient Name]
[Address1]
[Address2]
[City], [State] [Zipcode]

A CHANGE IS COMING TO YOUR **RENEWABLE ENERGY** PLAN IN MARCH 2025

Starting February 1, 2025, Buena Park customers in OCPA's 100% Renewable Choice energy plan will have their energy plan changed to Smart Choice. This shift allows OCPA to keep rates consistent, ensuring renewable energy access and affordability, while continuing to help achieve climate goals.

HOW THIS CHANGE WILL AFFECT BUENA PARK 100% RENEWABLE CUSTOMERS

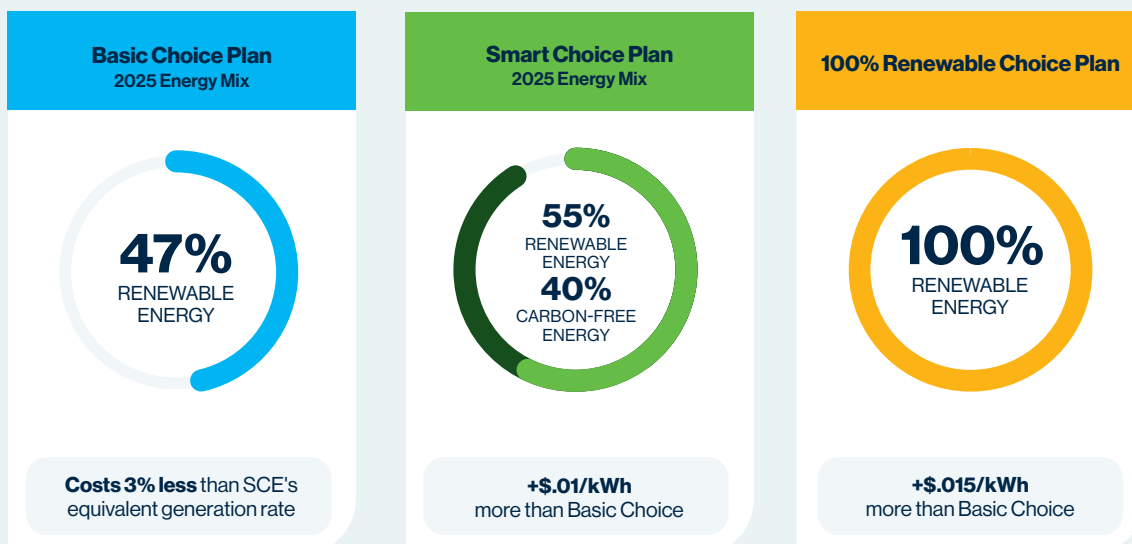
- Customers currently enrolled in the 100% Renewable Choice plan will be seamlessly transitioned to the Smart Choice plan in March on their regular meter read date.
- Customers currently enrolled in the Basic Choice or Smart Choice plan will experience no change, and will remain with their current energy plan.
- Throughout this transition, customers will remain on their current rate schedule, subject to the rates and terms of OCPA.

WANT TO STAY AT 100% RENEWABLE AND CONTINUE GETTING THE MOST CLEAN ENERGY POSSIBLE?

Great news! Customers can stay enrolled in the 100% Renewable energy plan by contacting OCPA's customer support team at least 2 days ahead of their March meter read date – at **(866) 262-7693** or **answers@ocpower.org**.

Customers also continue to have the ability to change their OCPA energy plan at any time, before or after the transition period.

BELOW ARE THE THREE RENEWABLE ENERGY PLANS OFFERED BY OCPA.





BUENA PARK IS LEADING THE RENEWABLE ENERGY MOVEMENT BY PARTNERING WITH LOCAL CITIES TO PURCHASE RENEWABLE ENERGY.

Since 2022, Buena Park and other member cities have helped OCPA reduce 2 billion pounds of carbon emissions – that's like taking over 221,000 gas-fueled cars off the road!

There are now more than 2 million California consumers participating in the growing clean energy movement with more cities joining all the time.

Locally, this effort is led by the Orange County Power Authority (OCPA), a not-for-profit partnership between Irvine, Buena Park, Fullerton, and Fountain Valley. While your monthly bill still comes from Southern California Edison (SCE), which transmits and delivers the energy to your home or business. OCPA is purchasing your energy for you.

The best part? The majority of that energy is from renewable and carbon-free sources!

BY BEING AN OCPA CUSTOMER, YOU ARE HELPING TO REDUCE CARBON EMISSIONS AND LEAD IN THE CLEAN ENERGY TRANSITION.



SCAN TO SEE HOW OCPA WORKS AND SIGN UP FOR OUR NEWSLETTER!

Buena Park is one of the first cities in Orange County to give customers choice in their electricity provider and renewable energy plan to reduce Buena Park's dependence on fossil fuels.

In 2023, OCPA provided 86% renewable energy from 81% carbon-free resources, helping to green the grid.

HERE'S HOW IT WORKS

OCPA purchases energy on your behalf and puts it onto the California electric grid, while SCE continues to deliver the energy to your home or business.

The great thing about community energy providers like OCPA is that they purchase more renewable energy to put onto the California electric grid than investor-owned utilities. Over time, the blend of renewable energy reaching homes and businesses will get greener and greener.



Source

OCPA buys electricity from traditional and renewable resources.

Delivery

SCE delivers the electricity and maintains the electric grid.

Customer

Customer chooses how much renewable energy they want OCPA to purchase on their behalf to put onto the electric grid to help climate change.

THANK YOU FOR SUPPORTING THE RENEWABLE ENERGY MOVEMENT. OCPA IS PROUD TO BE YOUR RENEWABLE ENERGY PROVIDER.

Sincerely,

Orange County Power Authority

(866) 262-7693

ocpower.org

ocpower.org/privacy-policy





ANSWERS TO COMMON QUESTIONS

January 2025

Orange County Power Authority (OCPA) is a locally governed, not-for-profit Community Choice Aggregation (CCA) agency, also known as a community energy provider, that serves Orange County businesses and residents with cleaner energy at competitive rates.

How does OCPA ensure transparency and accountability in its financial decisions and operations?

- OCPA is committed to full transparency. Standard practices include publishing financial reports and ensuring their accessibility on the OCPA website, making public Board of Directors and Community Advisory Committee meetings, and posting key agency documents on the OCPA website.
- OCPA actively engages with stakeholders and responds to public inquiries to ensure transparency and accountability.

How does OCPA compare to SCE's Green Energy Alternatives, such as the Green Rate and Community Renewables Program?

- SCE has a Green Tariff Shared Renewables program (Green Rate program) that allows customers the opportunity to purchase more energy from renewable sources.
- The volume of interest for the Green Rate program has exceeded the amount of capacity available from approved Green Rate resources.
- Until new Green Rate resources are contracted, or otherwise ordered, or authorized by the CEC, SCE will maintain a waitlist of customers interested in participating in the Green Rate program.
- Out of approximately 5 million accounts in the full SCE service area, approximately 3,000 accounts are enrolled in the Green Rate program.
- The Community Renewables Program also has restricted availability and enrollment windows.
- OCPA has the ability to procure as much renewable energy as customers desire based on their selected OCPA renewable energy plan.

How do OCPA's rates compare to Southern California Edison (SCE)? What cost difference can customers expect?

- OCPA offers competitive rates that provide customers with more clean energy options at a similar or better cost than SCE.

- OCPA's utilizes the Investor-Owned Utility (IOU) Indexed Rate Design, where rates are based on the IOU's generation rates and set at a discount compared to the IOU rates.
- OCPA's 2025 rate design maintains a 3% discount off SCE's equivalent generation rate for the Basic Choice option that provides at least 47% renewable energy.
 - For a residential customer with typical electricity usage of 425 kWh per month, this would provide \$1.89 savings on the generation line of their bill; the overall bill (generation + delivery) savings is 1.5%.
- OCPA also offers a Smart Choice option with 55% renewable energy + 40% carbon-free energy at a cost of 1 cent more per kWh than the Basic Choice Rate.
 - For a residential customer with typical electricity usage of 425 kWh per month, this would cost \$2.36 more on the generation line of their bill; the overall bill (generation + delivery) increase is 1.9%.
- For customers looking to make the biggest impact on reducing their carbon footprint, OCPA offers a 100% Renewable option for 1.5 cents more per kWh over the Basic Choice rate.
 - For a residential customer with typical electricity usage of 425 kWh per month, this would cost \$4.49 more on the generation line of their bill; the overall bill (generation + delivery) increase is 3.6%.

How does OCPA verify that it is delivering on its renewable energy promises and not just purchasing Renewable Energy Certificates (RECs)?

- RECs are associated with all renewable energy purchases; they are certificates of proof associated with the generation of electricity from eligible renewable energy producers in compliance with California's Renewables Portfolio Standard (RPS).
- RECs can be bundled or unbundled; bundled RECs are purchased with the renewable electricity they generate, unbundled RECs are sold and purchased separately from the electricity they are associated with making them flexible and cost-effective.
- OCPA reports all renewable power purchases to the California Public Utilities Commission (CPUC), where they are validated and verified. This information is published annually and made publicly available through the CPUC website and on OCPA's Power Content Label that is sent to all customers and published on the OCPA website.

How will OCPA ensure customers fully understand their enrollment options?

- OCPA current customers can change their energy plan or opt-out and return to SCE for energy generation at any time. New customers are able to opt-out ahead of enrollment, or anytime after enrollment with no fees or penalties.

- The opt-out process is simple and accessible through multiple channels including online, phone, and email. Visit the [landing page on OCPA's website](#) for Fountain Valley residents for more answers about enrollment in that FAQs section.
- OCPA will be present in the Fountain Valley community at an increasing level leading up to the enrollment time of late 2026 (October).
- OCPA will provide multiple notices via mail to alert customers about their options, allowing customers who prefer unchanged service with SCE to make that choice.

Is OCPA overcharging customers?

- OCPA does not overcharge customers. OCPA takes great pride in keeping its rates as affordable as possible for all customers and ensuring that customers' bills are as accurate as possible.
- OCPA procures energy on customers' behalf, including the amount of renewable energy in their designated plan.
 - This is the same as any load serving entity; if customers do not have a plan with OCPA, SCE procures fossil fuel energy on their behalf and charges them for this energy.
- OCPA has systems and processes in place to ensure that customers' bills are correct.
- OCPA is a not-for-profit public agency formed by cities to benefit residents and businesses. All revenues stay local to help member communities with their renewable energy and sustainability goals, helping them move toward a sustainable future.

How does it work? There's no way I can get 100% renewable energy delivered to me.

- OCPA buys the amount of energy that customers use, including the amount of clean energy designated in their selected plans. This electricity is fed onto the statewide electric grid and then moves to customers through infrastructure (poles and wires) owned by SCE.
- All customers receive the same blend of energy to their homes, no load serving entity can provide specific electrons to a customer.
- As more renewable energy goes onto the electric grid, the blend of energy reaching homes and businesses is greener. OCPA customers are greening the grid over time for everyone, decreasing carbon emissions.
- OCPA puts more renewable energy onto the electric grid at a faster rate than the for-profit utilities.

How is OCPA working to engage with the community and educate customers about their energy choices?

- OCPA is dedicated to proactive community engagement through a multi-faceted approach that includes in-person events, digital outreach, and strategic partnerships

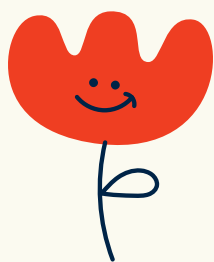
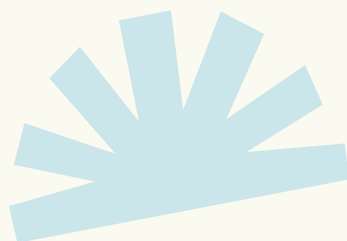
with local organizations. OCPA also collaborates with community-based organizations, city officials, and business leaders to extend our reach and tailor our messaging to different demographic groups.

- OCPA hosts town halls, workshops, and informational sessions to provide customers with opportunities to ask questions, voice concerns, and learn about their energy options firsthand.
- The [OCA website](#) offers a comprehensive resource hub with educational materials, FAQs, and rate comparison tools to help customers make informed decisions. OCPA social channels also provide updates and clarify common misconceptions.

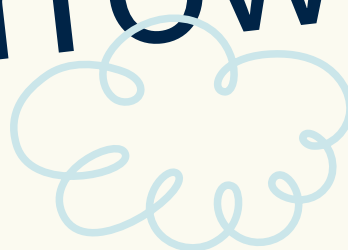
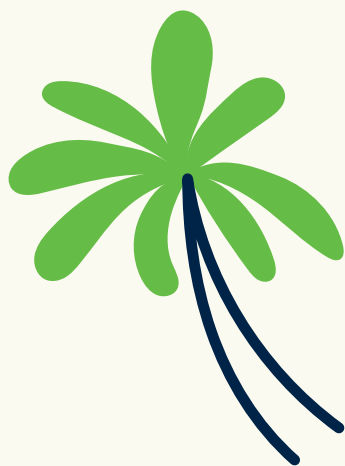
AB 205 is going to lower SCE customer bills, is OCPA going to do the same?

- AB 205 is in reference to the [Income Graduated Fixed Charge](#) that begins in late 2025.
- This cost has no impact on generation costs, OCPA's portion of the bill. It impacts the transmission and delivery portion of the bill ("infrastructure-related costs"), which is maintained by SCE.
- Customers will see a restructuring of delivery rates on their bills starting in late 2025 and early 2026.
- Time-of-Use (TOU) and tiered delivery rates will decrease by 5 to 7 cents per kWh and a new fixed, flat rate will be added as a new line item. These changes aim to provide more equitable and predictable billing.
- This fixed rate will be \$24.15 for standard customers, with discounted rates of \$6 for CARE customers and \$12 for FERA customers.
- OCPA is working with SCE to assist in educating the public on this cost and promoting enrollment into SCE's low-income programs for eligible customers to ensure the new charge does not increase their bills.

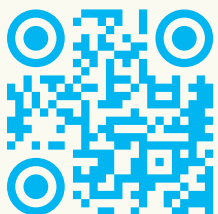
SCE Fixed Rate Charge Details



Picturing a better tomorrow



art contest



Calling young artists in grades K-6!

Orange County Power Authority (OCPA) invites students in grades K-6 to share their creativity and vision for a greener planet that starts with clean energy in our **“Picturing A Better Tomorrow”** art contest.

Theme

When you think about the future of our planet, what do you want to see? **"Picture A Better Tomorrow"** by exploring ideas of how we can care for the environment and embrace renewable energy for a cleaner and greener tomorrow.

Who Can Enter

Open to students in grades K-6 who reside in or attend a school or after school program in Buena Park, Fountain Valley, Fullerton or Irvine.

Prizes

- One winner will be chosen from the three age groups (K-2, Grades 3-4 and Grades 5-6). Winner will receive the choice between **four (4) single-day admission tickets to Knott's Berry Farm or a one-year membership for a family of four to Pretend City.**
- Winning artwork will be designed into a mural at the OCPA office in Irvine!

How to Enter

- **Artwork Specifications:** Any medium accepted (paint, crayons, markers, digital, etc.), no larger than 18" x 24". Artwork must be entirely the student's own creation. Traced, copyrighted, or Artificial Intelligence-generated submissions are not eligible.
- **Complete Entry Form:** Students must submit a completed entry form with their artwork. A short narrative describing the art, parental consent and media release are required.
- **Submit Entry:** Entrants can mail or drop off physical entries to the OCPA office located at 15310 Barranca Pkwy, Suite 250, Irvine, CA 92618. Open Monday through Friday from 9 a.m. to 5 p.m. except on holidays. Digital entries can be emailed to info@ocpower.org.

For official rules, visit ocpower.org/blog.

OCPA Art Contest Entry Form

Submission Deadline: **Tuesday, February 18, 2025 at 5 p.m.**

Student Information

Full Name: _____

Grade: _____

School Name: _____

City: _____

Parent/Guardian Information

Name: _____

Phone Number: _____

Email Address: _____

Artwork Information

Title of Artwork: _____

Medium Used: _____

Short Artist Description: _____

Consent & Signature

I, the undersigned parent/guardian, give consent for my child to participate in the OCPA Art Contest.

I understand and agree that their artwork may be used by OCPA for promotional purposes.

Parent/Guardian Signature: _____

Date: _____

Submission Checklist

- ☐ Completed Entry Form
- ☐ Artwork scanned/photographed clearly or delivered to OCPA office in Irvine
- ☐ File labeled with student's name and grade

Submit your entry digitally by emailing it to info@ocpower.org by Tuesday, February 18 at 5 p.m.

For questions, contact us at info@ocpower.org.

