AGENDA

ORANGE COUNTY POWER AUTHORITY
MEETING OF THE BOARD OF DIRECTORS

Tuesday, March 19, 2024
10:00 a.m.

This meeting will proceed as an in-person meeting at Travelers Building, 3333 Michelson Dr., Irvine, CA 92612 in the Palm Room. 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.

<u>The public may participate using the following remote options</u>:

ZOOM WEBINAR
Please click the link below to join the webinar:
Launch Meeting - Zoom

Dial-in: 1-669-900-6833
Webinar ID: 841 3755 0133

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. CLOSED SESSION

1. PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code Section § 54957(b)(1)
Title: Chief Executive Officer

2. CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Fred Jung, Board Chair; Nicholaus Norvell, General Counsel
Unrepresented employee: Chief Executive Officer

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section § 54956.9(d)(4): One (1) potential case

8. COMMITTEE REPORTS

1. COMMUNITY ADVISORY COMMITTEE UPDATE

Recommended Action:
Receive and file.

9. 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 FEBRUARY 20, 2024

Recommended Action:
Approve as submitted.

2. REGULATORY AND LEGISLATIVE UPDATE

Recommended Action:
Receive and file.

3. MARKETING AND COMMUNICATIONS COMMITTEE UPDATE

Recommended Action:
Receive and file.

4. PUBLIC RECORDS ACT REPORT

Recommended Action:
Receive and file.

5. APPROVE THE UPDATE TO THE PROCUREMENT POLICY

Recommended Action:
Approve the Amendment to Policy No. 1, Procurement Policy.

6. AMENDMENTS TO PERSONNEL POLICIES MANUAL

Recommended Action:
Adopt sections 401.5, *Introductory Period* and 901.8.3 *Floating Holidays*, and revise section 605.2.2 *Cash Payment in Lieu of Health Insurance*, within the Orange County Power Authority (OCPA) Personnel Policies manual.

10. 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. RATIFY RATES EFFECTIVE FEBRUARY 20, 2024

Recommended Action:
Ratify rates effective February 20, 2024.

2. APPROVE FISCAL YEAR 2023-24 MID-YEAR BUDGET AMENDMENT

Recommended Action:
Approve Fiscal Year 2023-24 Mid-Year Operating Budget Amendment, as proposed in Attachment 1.

3. APPROVE ORANGE COUNTY POWER AUTHORITY'S LOAD MANAGEMENT STANDARDS PLAN AND AUTHORIZE STAFF TO SUBMIT PLAN TO THE CALIFORNIA ENERGY COMMISSION

Recommended Action:

1. Approve Orange County Power Authority's Load Management Standards Plan
2. Authorize Staff to submit this plan to the California Energy Commission and future updates as required by the California Energy Commission.

4. APPOINT CHIEF EXECUTIVE OFFICER AND APPROVE EMPLOYMENT AGREEMENT; UPDATE CHECK SIGNATORIES

Recommended Action:

1. Adopt resolution appointing Joseph Mosca as Chief Executive Officer effective March 19, 2024 and approving execution of an Employment Agreement with Mr. Mosca in substantially the form attached hereto, with non-substantive revisions approved by the Chair and reviewed and approved as to form by the Interim General Counsel.
2. Adopt Resolution designating authorized representatives to sign checks and other disbursements.

5. APPROVE MANAGED IT SERVICES AGREEMENT WITH SDI PRESENCE LLC

Recommended Action:

Authorize the CEO to execute a two-year Agreement with SDI Presence LLC for Managed IT Services, effective April 1, 2024, through March 31, 2026, including the option for the CEO to extend the Agreement for three additional one-year terms, subject to satisfactory performance, with a total not-to-exceed amount of $387,636, excluding the reimbursement of software subscriptions fees billed by third-party vendors at cost.

6. MASTER PURCHASE AND SALE AGREEMENT CONFIRMATION LETTER WITH SOUTHERN CALIFORNIA EDISON

Recommended Action:

1. Approve Master Purchase and Sale Agreement Confirmation with Southern California Edison for Modified Cost Allocation Mechanism (MCAM) procurement obligations.

2. Authorize Interim Chief Executive Officer to execute the Confirmation Letter in substantially similar form with approval as to form by the General Counsel.

11. 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.

12. 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 3349 Michelson Drive, Suite 200, Irvine, CA 92612. Please contact clerk@ocpower.org to arrange an appointment.

MINUTES
REGULAR MEETING
BOARD OF DIRECTORS
ORANGE COUNTY POWER AUTHORITY

Tuesday, February 20, 2024

1. CALL TO ORDER

Chair Jung called to order the Regular Meeting of the Orange County Power Authority Board of Directors at 10:02 a.m. on Tuesday, February 20, 2024.

2. PLEDGE OF ALLEGIANCE

Vice Chair Sonne led the Pledge of Allegiance.

3. ROLL CALL

Present:	Director Susan Sonne	City of Buena Park
	Director Tammy Kim	City of Irvine
	Vice Chair Kathleen Treseder	City of Irvine
	Chair Fred Jung	City of Fullerton
Absent:	Director Casey McKeon	City of Huntington Beach

4. PUBLIC COMMENTS ON AGENDA ITEMS – None.

5. PUBLIC COMMENTS ON NON-AGENDA ITEMS – None.

6. DIRECTOR ANNOUNCEMENTS & REPORTS ON CONFERENCES/EVENTS ATTENDED

7. CLOSED SESSION

Recess to Closed Session

At 10:06 a.m., Chair Jung called on General Counsel Norvell to recess the Board to closed session to discuss Items 7.1 and 7.2 on the agenda. General Counsel Norvell announced the Board was recessing to closed session. The following Board Members were present: Kim, Treseder, Sonne, and Jung, absent: McKeon. Also present was Board Counsel Norvell.

1. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section § 54957(b)(1)
Title: Chief Executive Officer

2. CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Fred Jung, Board Chair; Nicholaus Norvell, General Counsel
Unrepresented employee: Chief Executive Officer

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Reconvene

At 11:38 a.m., the regular meeting of the Orange County Power Authority Board of Directors reconvened with the following present: Directors Sonne, Kim, Treseder, and Jung, absent: McKeon.

General Counsel Norvell reported out of Closed Session that upon a motion by Vice Chair Sonne, seconded by Board Member Kim, the Board voted unanimously, with Director McKeon absent, to appoint a Chief Executive Officer, subject to completion of negotiations and approval of an Employment Agreement. When an Employment Agreement has been fully negotiated, it will be on the agenda for a regular meeting of the Board, and the name of the selected candidate will be identified in the agenda packet. There was no other reportable action during the Closed Session.

8. COMMITTEE REPORTS

1. COMMUNITY ADVISORY COMMITTEE UPDATE – None

2. CHIEF EXECUTIVE OFFICER RECRUITMENT AD HOC COMMITTEE UPDATE

The report was provided upon recess from the closed session.

9. CONSENT CALENDAR

ACTION

Director Treseder made the motion, seconded by Director Kim to:

Approve consent calendar items 10.1 – 10.4.

The motion carried by the following 4-0-1 vote:

Ayes:	Chair Jung, Vice Chair Sonne, Director Treseder, Director Kim,
Noes:	None
Absent:	Director McKeon

1. MINUTES FOR THE REGULAR BOARD MEETING OF JANUARY 24, 2024

Action Taken:
Approved as submitted.

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2. TREASURER'S REPORT – FISCAL YEAR ENDED DECEMBER 31, 2023 AND Q4 2023 CHECK REGISTER

Action Taken:
Received and filed.

3. REGULATORY AND LEGISLATIVE UPDATE

Action Taken:
Received and filed.

4. ADOPTION OF REVISIONS TO POLICY NO. 05 – BOARD OF DIRECTORS AND COMMUNITY ADVISORY COMMITTEE MEMBER'S COMPENSATION AND EXPENSE REIMBURSEMENT POLICY

Action Taken:
Adopted revisions to Policy No. 05 – Board of Directors and Community Advisory Committee Members' Compensation and Expense Reimbursement Policy.

10. REGULAR CALENDAR

1. UPDATE ANNUAL ENERGY USE AND VOTING SHARES

Interim CEO Joe Mosca provided a brief presentation on this item.

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

Approve an update to the weighted voting exhibits of OCPA's Joint Powers Agreement and reassess upon the departure of the City of Huntington Beach.

The motion carried by the following 4-0-1 vote:

Ayes:	Chair Jung, Vice Chair Sonne, Director Treseder, Director Kim,
Noes:	None
Absent:	Director McKeon

2. FEED IN TARIFF PRESENTATION AND DISCUSSION

Pacific Energy Advisors Representative, Kirby Dusel, provided a brief summary of this Feed in Tariff program.

Regulatory and Legislative Manager Steven Halligan also briefly summarized the BioMAT program.

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Director Treseder asked if there would be a demand for these programs. She further requested clarification on the delivery of these projects. Would 10 to 20 years be enough time?

Mr. Dusel responded that it begins slowly, and then as more is known about these programs, there will be a steady stream of participants. Long-term is usually better, and the length of time is usually left to the developers 10, 15, or 20 years.

Interim CEO Mosca stated that the longer term was the most advantageous.

Vice Chair Sonne asked if the CCA solicits participation. Mr. Dusel confirmed that it will initially be promoted on your website.

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

1. Discuss and provide guidance on the establishment of a prospective Orange County Power Authority Feed-in Tariff program. and,
2. Authorize the Chief Executive Officer to establish a pilot Feed-in Tariff program for Orange County Power Authority, including authority to develop a program application and program standards/guidelines, and to negotiate and enter into power purchase agreements for up to two (2) megawatts for eligible projects.

11. STAFF REPORT

Interim CEO Mosca introduced new employees Julio Sanchez, Administrative Assistant, and Nataly Morales Sandoval, Energy Programs Analyst.

Buena Park Council Member Jose Trinidad Castañeda requested that the Board of Directors amend the spending policy to allow for the support of other cities, not just the member cities.

12. ADJOURNMENT

There being no further business to come before the Board, Chair Jung adjourned the February 20, 2024, Orange County Power Authority Board Regular meeting at 12:11 p.m.

Submitted by:

_____

Pat Jacquez-Nares, Authority Secretary

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ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.2

To: Orange County Power Authority Board of Directors

From: Steven Halligan, Regulatory and Legislative Manager

Approved By: Joe Mosca, Interim Chief Executive Officer

Subject: REGULATORY AND LEGISLATIVE UPDATE

Date: March 19, 2024

RECOMMENDED ACTION

Receive and File.

REGULATORY UPDATE

Orange County Power Authority (OCPA) staff are monitoring several ongoing regulatory proceedings at the California Public Utilities Commission (CPUC), California Independent System Operation Corporation (CAISO), and California Energy Commission (CEC). A brief description of the proceeding and any current status updates are provided below.

Affordability – R.18-07-006

The proceeding was opened in 2018 to establish processes for assessing and increasing the affordability of utility service. The CPUC has addressed metrics and methodologies for assessing affordability. The proceeding is currently in Phase 3, considering strategies to limit/mitigate future energy rate increases.

Staff are awaiting a Proposed Decision (PD) for Phase 3 of this proceeding.

BioMAT – R.22-10-010

The CPUC issued an Order Instituting Rulemaking (OIR) on October 20, 2022 to implement Assembly Bill (AB) 843 authorizing CCAs to participate in the Bioenergy Market Adjusting Tariff (BioMAT) program. AB 843 amended Public Utilities Code Section 399.20 to extend to CCAs within an electrical corporation's service territory the existing renewable feed-in tariff for qualifying bioenergy electric generation facilities.

On January 29, 2024, CalCCA filed a joint CCA (Central Coast Community Energy, Orange County Power Authority, Pioneer Community Energy, and Redwood Coast Energy Authority) Tier 2 Advice Letter (AL) seeking approval of standard program documents for CCAs joining the BioMAT program. The documents filed included (1) a CCA BioMAT Tariff, (2) a CCA Power Purchase Agreement, (3) BioMAT program Participation Request forms for projects to apply to

the program, and (4) a standard agreement with Accion Group, LLC for website and third-party administrator services to the CCAs. OCPA filed a Tier 3 AL on February 1, 2024, seeking approval of the budgets for 2024 and 2025. The central website and CCA webpages for the BioMAT program are scheduled to be developed by March 14, 2024.

Demand Flexibility – R.22-07-005

The CPUC issued an OIR on July 22, 2022, to advance customer demand flexibility through electric rates to support reliability, decarbonization, and affordability. The Phase 1 Scoping Memo and Ruling, dated November 2, 2022,set forth the schedule, including two tracks for (1) establishing an income-graduated fixed charge (IGFC) for residential rates (Track A), and (2) streamlining the adoption of demand flexibility rates for IOUs (Track B).

A Proposed Decision (PD) is expected in March or April related to the Income Graduated Fixed Charge.

General Order (GO) 156 – R.21-03-010

The proceeding was initiated in 2021 to revise GO 156 consistent with the requirements of Senate Bill (SB) 255, which extends the parameters of the CPUC's Supplier Diversity Program to CCAs and electric service providers. Phase 2 will address additional revisions to the reporting requirements for IOUs, CCAs and Electric Service Providers (ESP).

OCPA submitted our annual Supplier Diversity Survey to the CPUC on March 1, 2024. A copy of the report has been posted on the OCPA website here: https://www.ocpower.org/resources/key-documents/

Provider of Last Resort– R.21-03-011

The CPUC issued a Scoping Memo and Ruling on September 16, 2021, to set forth the scope in the POLR proceeding. This proceeding implements the POLR requirements and framework directed by SB 520. The POLR proceeding will be considered in three phases. Phase 1 will focus 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 2.

OCPA is awaiting a PD that was expected in October 2023.

Renewables Portfolio Standard (RPS) Program – R.18-07-003 & R.24-01-017

The RPS proceeding monitors compliance by "retail sellers," including IOUs, CCAs and ESPs, within the RPS program. Current RPS rules require 60 percent of retail sales to be from RPS-eligible resources by 2030, and at least 65 percent of the procurement a retail seller counts toward the RPS requirements to be from long-term contracts (ten years or more in duration). In addition, the RPS proceeding is the venue in which the PCIA/RPS Voluntary Allocation and Market Offer (VAMO) is being considered.

The Commission opened a new proceeding, R.24-01-017 to continue implementation and administration of the RPS program.

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

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

On February 6, 2024, the Commission issued Energy Division's Slice-of-Day report, providing a summary of several key aspects of Slice-of-Day implementation. Within the report, the Commission provides a summary of LSE test year showings, a stack analysis for Slice-of-Day and the current compliance framework, and asks several questions of stakeholders, including whether Slice-of-Day should be delayed to 2026. Comments on proposals are due March 8, 2024. Reply comments on proposals are due March 22, 2024. A proposed decision is expected in May 2024 and a decision in June 2024.

Interconnection Process Enhancements (IPE)

This ongoing initiative works to improve the CAISO's generator interconnection and deliverability allocation procedures (GIDAP). Given the current size of the interconnection queue, the focus of the current phase of IPE is on topics that would aid in moving resources more efficiently and effectively through the queue. A Draft Final Proposal meeting was held on February 15, 2024. Comments on the Draft Final Proposal were due February 29, 2024. A decision is expected to go to the Board of Governors in May 2024.

Energy Resource Recovery Account (ERRA) Compliance

Energy Resource Recovery Account (ERRA) Compliance applications are filed annually by the IOUs for review of costs associated with Utility Owned Generation (UOG) operations and fuel procurement, Portfolio Allocation Balancing Account (PABA) entries, economic dispatch of electric resources, and contract administration. IOUs are required to demonstrate compliance with CPUC decisions and the California Public Utilities Code.

Southern California Edison (SCE) filed rebuttal testimony for their 2022 ERRA Compliance application on January 31, 2024. A status conference is being held on February 15, 2024. The SCE 2022 ERRA Compliance Evidentiary Hearing is scheduled for March 20, 2024.

ERRA Forecast

ERRA Forecast Applications are filed annually by IOUs to forecast energy procurement-related revenue requirements, which includes forecast allocation of costs across PCIA vintages.

OCPA continues to monitor the SCE ERRA forecasts to ensure accuracy of forecast account balances and rates and cost calculations in workpapers and to ensure costs are attributed to the proper PCIA vintages and properly between bundled and unbundled customers. 2025 ERRA forecasts are expected in May 2024.

General Rate Case (GRC)

In four-year cycles, IOUs submit General Rate Case (GRC) applications for authority to adjust rates and charges for electric and gas service based on a future Test Year (TY). The revenue requirements include electric and gas distribution system costs, administrative expenses, and customer service costs.

OCPA continues to participate in the SCE GRC to ensure accuracy and reasonableness of forecast of costs, ensure revenue requirements are properly allocated to PCIA vintages, and ensure costs are properly allocated across major work categories. SCE filed 2025 GRC intervenor testimony on February 29, 2024.

LEGISLATIVE UPDATE

In order to amplify our organization's impact and engage in proactive advocacy, the Board of Directors and key staff traveled to Sacramento, CA in February. The Board and OCPA staff attended 13 meetings with legislators and staff. Staff will continue their advocacy efforts with a trip to Washington, D.C. in March. These trips serve as a crucial opportunity for OCPA to directly interface with policymakers, fostering relationships and actively participating in discussions on issues vital to our mission.

The deadline to introduce legislation was February 16, 2024. The legislator will be on Spring Recess from March 21 to April 1. April 26, 2024 is the deadline for policy committees to hear bills introduced in their house.

After a thorough review of legislation Staff is monitoring 63 pieces of legislation. A complete list of legislation is attached.

Income Graduated Fixed Charge Legislation:

AB 1999 (Irwin) - Electricity: fixed charges

Repeals the provisions of AB 205 (2022, Ting) that authorizes the PUC to establish fixed charges to residential customers and requires that fixed charge "authorization" to occur no later than July 1, 2024. The provisions also require the fixed charges to be established on an income-graduated basis, with no fewer than 3 income thresholds, and so that low-income ratepayers would see a lower average monthly bill without making changes in usage.

The bill was introduced on January 30, 2024, and is currently awaiting a hearing in the Assembly Utilities and Energy Committee.

AB 2805 (Essayli) - Electricity: fixed charges: repeal

Repeals the provisions of AB 205 (2022, Ting) that authorizes the PUC to establish fixed charges to residential customers.

The bill was introduced on February 15, 2024, and is currently awaiting a hearing in the Assembly Utilities and Energy Committee.

SB 1292 (Bradford) - Electricity: fixed charges: report

This bill would require the commission, on or before July 1, 2027, but no sooner than 2 years after the adoption of the income-graduated fixed charge for default residential rates, to submit a report

to the relevant policy committees of both houses of the Legislature on the electrical corporations' implementation of the fixed charge, as specified. The bill would prohibit the commission from authorizing a fixed charge other than the income-graduated fixed charge for default residential rates until 30 days after the report is submitted.

The bill was introduced on February 15, 2024, and is currently awaiting a hearing in the Senate Energy Utilities and Communication Committee.

SB 1312 (Nguyen) - Electricity: fixed charges

Repeals the provisions of AB 205 (2022, Ting) that authorizes the PUC to establish fixed charges to residential customers.

The bill was introduced on February 16, 2024, and is currently awaiting a hearing in the Senate Energy Utilities and Communication Committee.

SB 1314 (Nguyen) - Electricity: fixed charges

Repeals the provisions of AB 205 (2022, Ting) that authorizes the PUC to establish fixed charges to residential customers and declares that it is to take effect immediately as an urgency statute.

The bill was introduced on February 16, 2024, and is currently awaiting a hearing in the Senate Energy Utilities and Communication Committee.

SB 1326 (Jones) - Electricity: fixed charges

The bill would eliminate the requirement that the fixed charges be established on an income-graduated basis as described above, repeal related findings and declarations of the Legislature, and authorize the commission to instead authorize fixed charges that, as of January 1, 2015, do not exceed $10 per residential customer account per month for customers not enrolled in the CARE program and $5 per residential customer account per month for customers enrolled in the CARE program. The bill would authorize the maximum allowable fixed charge to be adjusted by no more than the annual percentage increase in the Consumer Price Index for the prior calendar year, as specified.

The bill was introduced on February 16, 2024, and is currently awaiting a hearing in the Senate Energy Utilities and Communication Committee.

AB 2266 (Petrie-Norris) - California Hybrid and Zero-Emission Truck and Bus Voucher Inventice Project: vehicle eligibility

Codifies the California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP).

The bill was introduced on February 8, 2024, and is currently awaiting a hearing in the Assembly Transportation Committee.

AB 2626 (Dixon) - Advanced Clean Fleets regulations: local governments

Delays local gov implementation for Advanced Clean Fleets by 10 yrs.

The bill was introduced on February 14, 2024, and is currently awaiting a hearing in the Assembly Transportation Committee.

SB 938 (Min) - Electrical and gas corporations: rate recovery: political activities and advertising

This bill prohibits an electrical or gas corporation from spending money on certain political activities from funds collected by ratepayers.

The bill was introduced on January 17, 2024, and is currently awaiting assignment.

SB 1085 (Nguyen) - Offshore energy production: wildlife impacts: report

Requires the Department of Fish and Wildlife to prepare and submit a report to the Legislature on or before January 1, 2029, regarding the environmental impact on marine mammals and wildlife from offshore energy production off the California coast.

The bill was introduced on February 12, 2024, and is currently awaiting a hearing in the Senate Natural Resources and Water Committee.

FISCAL IMPACT

None

ATTACHMENTS

1) 2024 OCPA Legislative Tracker
2) Joint CCA Letter regarding 2025 CALGreen Code

Orange County Power Authority Legislative Tracker (2024)

Updated: 3/8/2024

Bill #	Author	Topic	Summary	Hearing Date	Location	Past Actions
AB 627	Jackson	California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project	Implements a sliding scale voucher program; requires CARB to issue vouchers for new clean vehicles and for retrofits of existing vehicles and would focus the vouchers on smaller fleets.		Senate-Pending Referral	
AB 637	Jackson	Zero-emission vehicles: fleet owners: rental vehicles	Requires CARB to authorize a fleet owner's rental of a ZEV, or ZEVs, for a cumulative total of 260 days per year to be considered ownership of one ZEV.		Senate-Pending Referral	
AB 817	Pacheco	Open meetings: teleconferencing: subsidiary body.	Allows a subsidiary body of a local agency to teleconference without meeting all of the teleconferencing requirements of the Brown Act until January 1, 2026.		Senate-Pending Referral	
AB 1852	Pacheco	Joint powers agencies: Clean Power Alliance of Southern California: meetings.	Extends a sunset for another five years to allow non-elected alternate board members to participate in closed session CPA board meetings when the primary board member is unable to attend. The provisions in law are specific to Clean Power Alliance and do not apply to other local agencies.		Assembly-Local Government	
AB 1912	Pacheco	Electricity: measures imposing mandated programs and requirements: third-party review.	This bill would require a 3rd party review (specifically UC Berkeley) of legislation that would propose new IOU mandated programs or requirements to be completed prior to a policy committee hearing the bill.	13-Mar-24	Assembly-Utilities & Energy	Amended 2/21/24
AB 1918	Wood	Trinity Public Utility District, Rooftop Exemption	Exempts buildings in service territory of a public utility district from being required to meet CEC building standards if the electricity they receive is already carbon free.	13-Mar-24	Assembly-Utilities & Energy	
AB 1999	Irwin	Electricity: fixed charges.	Repeals the provisions of AB 205 (2022, Ting) that authorizes the PUC to establish fix charges to residential customers and requires that fixed charge "authorization" to occur no later than 7-1-24. The provisions alo require the fixed charges to be established on an income-graduated basis, with no fewer than 3 income thresholds, and so that low-income ratepayers would see a lower average monthy bill without making changes in usage.		Assembly-Utilities & Energy	
AB 2008	Wallis	Hard to Decarbonize Program (Renewable Propane, Hydrogen)	This bill would require the commission, upon appropriation by the Legislature for the bill's purpose, to establish and implement the Reliable Energy Needs for Everyone in the West Program to provide financial incentives for purchasing renewable propane, renewable hydrogen, or renewable dimethyl ether to customers in heating dominant climate zones in California where combustion fuels will continue to be the lowest cost and most effective means for providing space and water heating to buildings, as provided.			Amended 3/6/24
AB 2037	Papan	EVSEs and accuracy	Allows a county sealer to test and certify EV charging stations. If the sealer determines a EVSE is inaccurate, they must notify the owner/operator of the station, and may choose to close the station. During the closure, people can park at the station for free.		Assembly-Privacy & Consumer Protection	Amended 3/6/24

Orange County Power Authority Legislative Tracker (2024)

Updated: 3/8/2024

Bill #	Author	Topic	Summary	Hearing Date	Location	Past Actions
AB 2054	Bauer-Kahan	CEC Commissioners; future employment prohibition	This bill would prohibit a member of the Energy Commission from being employed by an entity subject to regulation by the Energy Commission for a period of 10 years after ceasing to be a member of the commission.		Assembly-Utilities & Energy	
AB 2092	Mathis	Energy: small modular reactors: feasibility study	This bill would require the PUC, in collaboration with the Independent System Operator, to conduct a feasibility study on the impact of permitting the building of small modular reactors, as defined, in the state, including an evaluation of the minimum feasible capacity and quantity of small modular reactors necessary to achieve reliability, ratepayer, employment, and decarbonization benefits. The bill would require the PUC to submit a report on the results of the feasibility study to the Legislature on or before January 1, 2027.	13-Mar-24	Assembly-Utilities & Energy	
AB 2109	Carrillo, Juan	Electricity: surcharge exemption: industrial process heat recovery	This bill would specify that the enhancement or increased efficiency of equipment occurring in the normal course of business includes industrial process heat recovery technology that meets prescribed requirements. The bill would prohibit nonbypassable or departing load surcharges from applying to a reduction in kilowatt-hours of electricity that an electrical corporation customer consumes from the electrical grid in a metered interval due to industrial process heat recovery technology that meets prescribed requirements.		Assembly-Utilities & Energy	
AB 2205	Patterson, Joe	Electricity: mandatory rate reduction.	This bill would require the commission to reduce the kilowatt-per-hour rate for electricity charged to ratepayers by not less than 30%.		Assembly-Utilities & Energy	
AB 2208	Zbur	Offshore wind infrastructure; GO bonds	This bill would declare the intent of the Legislature to enact legislation to submit to the voters an act authorizing the issuance of general obligation bonds in the amount of $1,000,000,000 for seaport infrastructure improvements to facilitate offshore wind energy projects off the California coast.		Assembly-Pending Referral	
AB 2256	Friedman	Public utilities: low-income customers	Spot Bill			
AB 2266	Petrie-Norris	California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project	Codifies the California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP).		Assembly-Transportation	
AB 2329	Muratsuchi	Low Income Energy Assistance Program	Spot Bill			

Orange County Power Authority Legislative Tracker (2024)

Updated: 3/8/2024

Bill #	Author	Topic	Summary	Hearing Date	Location	Past Actions
AB 2427	McCarty	Curbside EV charging	This bill would require local agencies to, among other things, develop a model permitting checklist that includes all applicable requirements to permit the installation of electric vehicle charging stations in the public right-of-way, as defined. As part of that process, this bill would require local agencies to consider the Electric Vehicle Charging Station Permitting Guidebook from the Governor's Office of Business and Economic Development. The bill would require local agencies with populations of 250,000 or more to comply with these provisions by January 1, 2027, and local agencies with populations of fewer than 250,000 residents to comply with these provisions by January 1, 2029.		Assembly-Local Government	
AB 2462	Calderon	Public Utilities Commission: written reports: energy	This bill would require the written report on the costs of programs and activities to also identify how the current rate trends affect households across their full portfolio of all energy uses, as provided, and how the adoption of electricity across more end-uses may reduce the total cost of energy for households over time. The bill would require the separate report to contain recommendations that may take longer than 12 months to implement, but could lead to substantial reductions in monthly electric bills, and would expand the above-described goals to additionally include goals for encouraging beneficial electrification.		Assembly-Utilities & Energy	
AB 2513	Pellerin	Gas stoves warning label	This bill would prohibit a person from selling, attempting to sell, or offering to sell to a consumer in this state a gas stove, as defined, that is manufactured on or after January 1, 2025, unless the gas stove bears a label that sets forth a specified statement relating to air pollutants that can be released by gas stoves and that is attached to the gas stove in a conspicuous location, among other requirements.			
AB 2537	Addis	Monitoring offshore wind and CA's ocean	Spot Bill		Assembly-Pending Referral	
AB 2619	Connolly	Net energy metering.	This bill would require all eligible customer-generators of large electrical corporations receiving service under the 2nd standard contract or tariff to be subject to a specified version of the tariff developed by the commission in a specified rulemaking. The bill would require the commission to develop a new standard contract or tariff providing for net energy metering for eligible customer-generators of large electrical corporations, and would require every other electric utility to revise its standard contract or tariff providing for net energy metering. The bill would require every electric utility to make the standard contract or tariff available to all new eligible customer-generators beginning on January 1, 2027.		Assembly-Utilities & Energy	
AB 2626	Dixon	Advanced clean fleets; local govt compliance	Delays local gov implementation for Advanced Clean Fleets by 10 yrs.		Assembly-Transportation	

Orange County Power Authority Legislative Tracker (2024)

Updated: 3/8/2024

Bill #	Author	Topic	Summary	Hearing Date	Location	Past Actions
AB 2805	Essayli	Electricity: fixed charges: repeal	Under existing law, the commission may authorize fixed charges for any rate schedule applicable to a residential customer account for the purpose described above and for the CARE program. Existing law requires the commission, no later than July 1, 2024, to authorize a fixed charge for default residential rates. Existing law requires these fixed charges to be established on an income-graduated basis, with no fewer than 3 income thresholds, so that low-income ratepayers in each baseline territory would realize a lower average monthly bill without making any changes in usage.		Assembly-Utilities & Energy	
AB 2847	Addis	Utility application for cost recovery requirements	This bill would require a public utility's application requesting authorization for or recovery of capital expenditures to include its best estimate of the application's impact on its annual revenue requirement for each year that the capital expenditures described in the application are expected to remain in the application's rate base if the application is approved or conditionally approved and to include the net present value of those impacts. The bill would further require the commission to require the public utility to provide supporting workpapers and calculations for the estimates.		Assembly-Utilities & Energy	
AB 2891	Friedman	LSE electrical demand forecast	This bill would repeal the provisions described in the preceding paragraph.		Assembly-Utilities & Energy	
AB 2965	Addis	Weights and measures: Department of Food and Agriculture	Spot bill related to Ag/weights & measures		Assembly-Pending Referral	
AB 3011	Bains	Electricity: rates: unreasonable hardship.	This bill would require the commission to ensure that each electrical rate schedule does not cause an unreasonable hardship on senior citizens, renters, families with minor children, medically vulnerable customers, or economically vulnerable residential customers in hot climate zones, as specified. The bill would provide that any electrical rate schedule that imposes rates on those identified customers above baseline rates during any hour where the temperature is above 90 degrees Fahrenheit for the duration of the hour is considered an unreasonable hardship.		Assembly-Pending Referral	

Orange County Power Authority Legislative Tracker (2024)

Updated: 3/8/2024

Bill #	Author	Topic	Summary	Hearing Date	Location	Past Actions
AB 3111	Calderon	DERs and aggregated DERs: Reporting to CEC	This bill would require, as part of an application submitted for a permit to install or interconnect a distributed energy resource or an aggregated distributed energy resource, or at the time an aggregator enrolls an aggregated distributed energy resource in an aggregation program, the applicant or aggregator to provide notice to the Energy Commission that contains specified information about the distributed energy resources or aggregated distributed energy resources, as provided, including, among other things, an attestation under penalty of perjury that any corporation or person owning, controlling, operating, or managing any electric plant, as defined, is an electrical corporation. By expanding the scope of a crime, the bill would impose a state-mandated local program. The bill would require the commission to post the notices received pursuant to these provisions on its internet website with a publicly accessible link within 5 days of receipt.		Assembly-Pending Referral	
AB 3136	Reyes	Bureau of Environmental Justice	This bill would continue in existence, within the Department of Justice, the Bureau of Environmental Justice for the purpose of protecting people and communities that endure a disproportionate share of environmental pollution and public health hazards. The bill would require the bureau to ensure fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies, pursuant to the existing authority of the Attorney General, as specified. The bill would require the Attorney General to ensure the bureau is staffed with a minimum of 12 attorneys and an appropriate number of support staff.		Assembly-Pending Referral	
AB 3181	Pellerin	Electricity outages; circuit review	This bill would require, if one or more customers served by an electrical distribution circuit experiences 4 or more discrete electrical outages, as defined, during a single calendar year, the electrical corporation that owns and operates that circuit to perform a review of that circuit to determine the cause of the outages and implement system improvements to reduce the anticipated risk of future outages on that circuit below the threshold level of 4 outages per calendar year. The bill would require the electrical corporation to make the findings of the circuit review, the scope of work expected to be performed to reduce the anticipated risk of future outages on that circuit, and the expected reduction in the risk of future outages resulting from that work available to the impacted customers and the city, county, or city and county in which the circuit is located.		Assembly-Pending Referral	
AB 3219	Sanchez	Advanced Clean Fleets: Local Gov	This bill would state the intent of the Legislature to enact subsequent legislation that would allow a local government that declares a fiscal emergency, through an ordinance, to be provided a delay from complying with the Advanced Clean Fleets Regulation.		Assembly-Pending Referral	

Orange County Power Authority Legislative Tracker (2024)

Updated: 3/8/2024

Bill #	Author	Topic	Summary	Hearing Date	Location	Past Actions
AB 3238	Garcia	Electrical infrastructure; endangered species	This bill would specify that actions necessary to prevent or mitigate an emergency include actions by a public agency for the performance of wildfire mitigation measures by an electrical corporation performed under the electrical corporation's approved wildfire mitigation plan to minimize the risk of overhead electrical transmission and distribution lines and equipment causing a wildfire. The bill also would exempt from CEQA projects for the expansion of an existing public right-of-way across state-owned land to accommodate the construction, expansion, modification, or update of electrical infrastructure.		Assembly-Pending Referral	
AB 3246	Garcia	Transmission conductor; technology	Spot Bill		Assembly-Pending Referral	
AB 3269	Essayli	Net energy metering.	Spot Bill			
SB 233	Skinner	Bidirectional Vehicles	This bill would require the Energy Commission, in consultation with the state board and the PUC, on or before June 30, 2024, to convene a stakeholder workgroup to examine challenges and opportunities associated with using a battery electric vehicle and bidirectional electric vehicle service equipment as a mobile battery to power a home or building or to provide electricity to the electrical grid, and require the Energy Commission, in consultation with the stakeholder workgroup, on or before January 1, 2026, to submit a report to the Governor and Legislature that includes, among other things, specified information related to the bidirectional capability of battery electric vehicles and electric vehicle service equipment, as specified.		Assembly-Floor-Inactive	
SB 284	Wiener	IOU subcontracting requirement.	This bill would require the commission to require each electrical corporation to make distribution data and distribution planning standards available to development project applicants, interconnecting entities, and public entities in a timely and efficient manner. The bill would require the commission to require each electrical corporation to develop and make publicly available information about its distribution system interconnection queue necessary for the interconnection of generation and electrical load. The bill would require each electrical corporation that has filed a wholesale distribution tariff with the Federal Energy Regulatory Commission to offer service under that tariff to the state, an agency, authority, or instrumentality of the state, or a political subdivision to transmit electricity that those public entities consume or sell directly to an ultimate customer, at the voltage requested by those public entities.		Assembly-Labor & Employment	

Orange County Power Authority Legislative Tracker (2024)

Updated: 3/8/2024

Bill #	Author	Topic	Summary	Hearing Date	Location	Past Actions
SB 382	Becker	Electrical system disclosures when a single family home is sold	This bill would, on or after January 1, 2026, require a seller of a single-family residential property to deliver a specified disclosure statement to the prospective buyer regarding the electrical systems of the property.			
SB 908	Cortese	Public records: legislative records: electronic messages.	This is a "cleanup" bill meant to clarify or ensure that messages recived through any other electronic messaging device/software by a public official for public official business is also collected and made available to the public.		Senate-Pending Referral	
SB 938	Min	Electrical and gas corporations: rate recovery: political activities and advertising.	This bill prohibits an electrical or gas corporation from spending money on certain political activities from funds collected by ratepayers.		Senate-Energy, Utilities and Communications	
SB 983	Wahab	Alternative Fuels Infrastructure Taskforce	Would form a new Alternative Fuels Infrastructure Taskforce to examine how to encourage more alternative fueling installations on current gas station sites.	19-Mar-24	Senate-Energy, Utilities and Communications	
SB 993	Becker	Clean energy development incentive rate tariff.	Requires the PUC to develop a special tariff (set of electricity rates) to support the development of green hydrogen and the electrification of industrial heat by providing attractive rates at times when we have abundant clean energy (and high rates at other times). This tariff will offer these new customers pricing to help them be cost-competitive, but only if they operate in a way that relies on clean energy, avoids new grid infrastructure costs, and helps us maintain a reliable grid.		Senate-Energy, Utilities and Communications	
SB 1003	Dodd	Safe, timely and affordable infrastructure upgrades	Direct the Office of Electrical Infrastructure Safety to consider the timeliness of investor-owned utility electrical infrastructure upgrades when reviewing the utilities' wildfire mitigation plans to ensure that the maximum amount of risk from utility sparked wildfires is reduced in the shortest amount of time.	19-Mar-24	Senate-Energy, Utilities and Communications	
SB 1018	Becker	Exception to "over the fence" rule to further use of renewables	This bill would revise the definition of "electrical corporation" to exclude a corporation or person employing certain solar or wind generating technology if the electrical energy is transmitted exclusively and directly through private electric lines to a facility owned by a different corporation or person that uses the energy only for (1) an electrolyzer technology facility that produces hydrogen from water, or (2) a facility using the electricity to provide industrial process heat, but not for departing electric load, as specified. The bill would also make various nonsubstantive changes.		Senate-Energy, Utilities and Communications	
SB 1085	Nguyen	Offshore energy production: wildlife impacts: report	Requires the Department of Fish and Wildlife to prepare and submit a report to the Legislature on or before January 1, 2029, regarding the environmental impact on marine mammals and wildlife from offshore energy production off the California coas		Senate-Natural Resources and Water	

Orange County Power Authority Legislative Tracker (2024)

Updated: 3/8/2024

Bill #	Author	Topic	Summary	Hearing Date	Location	Past Actions
SB 1130	Bradford	Annual FERA reporting	This bill would expand eligibility for the FERA program by eliminating the requirement that a household consist of 3 or more persons. The bill would require the commission, by March 1, 2025, and each year thereafter, to require the state's 3 largest electrical corporations to report on their efforts to enroll customers in the FERA program. The bill would require the commission, by June 1, 2025, and each year thereafter, to review each electrical corporation's report to ensure it has sufficiently enrolled eligible households in the FERA program commensurate with the proportion of households the commission determines to be eligible within the electrical corporation's service territory. If the commission, in its review of a report, determines an electrical corporation has not sufficiently enrolled eligible households in the FERA program, the bill would require the commission to require the electrical corporation to develop a strategy and plan to sufficiently enroll eligible households within 3 years of the adoption of the strategy and plan.	19-Mar-24	Senate-Energy, Utilities and Communications	
SB 1148	Blakespear	Microgrids and multi-unit dwellings	This bill would add an exception from the requirement that every residential unit be individually metered for electrical service for a multifamily dwelling that includes a microgrid, as defined, and that meets specified requirements, including, among other things, that each tenant's electricity costs are less than what the tenant would have paid without the deployment of the microgrid, that the multifamily dwelling uses electricity generated from renewable energy resources, that all construction workers employed in the construction of the dwelling are paid at least the general prevailing rate of wages, as specified, and that the owner of the dwelling bills tenants using one of 3 specified methods.		Senate-Energy, Utilities and Communications	
SB 1165	Padilla	Transmission; environmental leadership projects	The bill would authorize an electrical corporation that files an application with the PUC to authorize the new construction of any electrical transmission facility to simultaneously submit to the Energy Commission an application for certification of the facility, as specified. The bill would authorize the Energy Commission to recover the reasonable administrative costs incurred from evaluating an application, as specified. The bill would provide that the Energy Commission's certification of a facility proposed by an electrical corporation satisfies and replaces the PUC's obligations under CEQA with respect to that facility. The bill would prohibit the PUC from approving an application until after the Energy Commission has issued a decision on certification of the proposed facility.		Senate-Energy, Utilities and Communications	
SB 1177	Bradford	Diversity, equity, and inclusion employment plan	The bill would require the commission to authorize the use of a master meter in any building owned or operated by a local government.	19-Mar-24	Senate-Energy, Utilities and Communications	

Orange County Power Authority Legislative Tracker (2024)

Updated: 3/8/2024

Bill #	Author	Topic	Summary	Hearing Date	Location	Past Actions
SB 1206	Becker	Authorize GO-Biz; application submissions; battery hubs	This bill would, until January 1, 2030, authorize GO-Biz to undertake measures that are necessary or useful to prepare and submit an application to receive funding from next generation battery hub programs, as defined. The bill would require that grants made from any funding received from next generation battery hub programs under its provisions support projects in California that advance progress toward resource adequacy goals and the targets of the scoping plan and the California Renewables Portfolio Standard Program.		Senate-Business, Professions & Economic Development	
SB 1210	Skinner	Utility connection charges for new construction	This bill would, for new housing construction, prohibit a connection, capacity, or other point of connection charge from a public utility, as defined, or a special district, as defined, for electrical, gas, sewer, or water service from exceeding 1% of the reported building permit value of that housing unit. The bill would require a public utility or special district to issue an above-described charge over a period of at least 10 years commencing on the date when the housing unit is first occupied, as specified. The bill would require a public utility to publicly report on its internet website the amount of any charge issued each year pursuant the above-described provision by the housing unit's address.			
SB 1221	Min	Equitable building decarb program; report	Spot Bill		Senate-Rules	
SB 1292	Bradford	Income Graduated Fixed Charge	This bill would require the commission, on or before July 1, 2027, but no sooner than 2 years after the adoption of the income-graduated fixed charge for default residential rates, to submit a report to the relevant policy committees of both houses of the Legislature on the electrical corporations' implementation of the fixed charge, as specified. The bill would prohibit the commission from authorizing a fixed charge other than the income-graduated fixed charge for default residential rates until 30 days after the report is submitted.		Senate-Energy, Utilities and Communications	

Orange County Power Authority Legislative Tracker (2024)

Updated: 3/8/2024

Bill #	Author	Topic	Summary	Hearing Date	Location	Past Actions
SB 1305	Stern	Virtual Power Plants; LSE requirements	This bill would require each load-serving entity to procure from virtual power plants, defined as actively coordinated aggregations of behind-the-meter distributed energy resources that can perform certain functions, sufficient capacity to meet specified minimum capacity requirements by certain dates, as provided. The bill would require capacity procured from a virtual power plant by a load-serving entity pursuant to these provisions to be used to meet the resource adequacy requirements established for the load-serving entity. The bill would authorize the commission to postpone, in one-year increments, the deadlines for compliance with these requirements for a particular load-serving entity if the commission makes certain findings. The bill would require, on or before January 30, 2026, and each year thereafter, each load-serving entity to submit a report to the commission showing the load-serving entity's progress toward complying with the virtual power plant capacity requirements.		Senate-Energy, Utilities and Communications	
SB 1312	Nguyen	IGFC repeal	This bill would repeal those provisions relating to fixed charges and rate increases.		Senate-Energy, Utilities and Communications	
SB 1314	Nguyen	IGFC repeal	This bill would repeal those provisions relating to fixed charges and rate increases. This bill would declare that it is to take effect immediately as an urgency statute.		Senate-Energy, Utilities and Communications	
SB 1326	Jones	IGFC; fixed charge cap	This bill would require the PUC to require each electrical corporation to offer default rates to residential customers with at least 2 usage tiers, as provided. The bill would eliminate the requirement that the fixed charges be established on an income-graduated basis as described above, repeal related findings and declarations of the Legislature, and authorize the commission to instead authorize fixed charges that, as of January 1, 2015, do not exceed $10 per residential customer account per month for customers not enrolled in the CARE program and $5 per residential customer account per month for customers enrolled in the CARE program. The bill would authorize the maximum allowable fixed charge to be adjusted by no more than the annual percentage increase in the Consumer Price Index for the prior calendar year, as specified.		Senate-Energy, Utilities and Communications	
SB 1370	Dahle	Biomass	Spot Bill		Senate-Rules	

Orange County Power Authority Legislative Tracker (2024)

Updated: 3/8/2024

Bill #	Author	Topic	Summary	Hearing Date	Location	Past Actions
SB 1374	Becker	NEM aggregation	Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations. Existing law requires the commission to develop a standard contract or tariff, which may include net energy metering, for eligible customer-generators, as defined, with a renewable electrical generation facility, as defined, that is a customer of a large electrical corporation. Existing law requires, in developing the standard contract or tariff for large electrical corporations, the commission to take specified actions.		Senate-Energy, Utilities and Communications	
SB 1393	Niello	Advanced Clean Fleets: Appeals Advisory Committee	This bill would require the state board to establish the Advanced Clean Fleets Regulation Appeals Advisory Committee by an unspecified date for purposes of reviewing appeals of denied requests for exemptions from the requirements of the Advanced Clean Fleets Regulation.		Senate-Environmental Quality	
SB 1418	Archuleta	Hydrogen fueling stations; permitting	This bill would require, no later than July 1, 2025, the commission to ensure that any contract or tariff established by the commission pursuant to the above described provisions for renewable electrical generation facilities configured to serve either multiple customers with meters on a single property, or multiple meters of a single customer on a property or a set of contiguous properties owned, leased, or rented by the customer, meets certain requirements, including that the eligible customer-generators may elect to aggregate the electrical load, as specified.	20-Mar-24	Senate-Local Government	
SB 1420	Caballero	Retail hydrogen requirements	Requires that hydrogen fueling stations funded by the state have 33.3% of renewable hydrogen which increases to 100% from renewable and clean hydrogen by 2045. Defines renewable hydrogen and allows linear generations using renewable fuels as an RPS-eligible resource. Incorporates renewable hydrogen into RPS and SB 100. Gives renewable hydrogen projects AB 205 CEQA streamlining provisions. Deletes prohibition against biomass facilities.		Senate-Environmental Quality	
SB 1510	Stern	EV charging permitting	Spot Bill		Senate-Rules	

March 4, 2024

Re: CalCCA Comments on Major Impact of Proposed CALGreen Code on EV Charging Retrofit Projects at Multi-Family Housing

Members of the Green Building Code Advisory Committee,

On behalf of CalCCA and the member agencies listed here, we submit our comments on proposed changes to the 2025 CALGreen code. Our members are successfully and reliably serving upwards of 14 million customers in more than 200 cities and counties in California. In addition, Community Choice Aggregators (CCAs), are deeply invested in helping our communities eliminate transportation emissions by providing robust and innovative programs to facilitate the ubiquitous EV charging network needed to accelerate EV adoption, including technical assistance and incentives to help customers, including multi-family property owners, install EV charging, and local code enhancements ("Reach Codes").

We respectfully submit the following letter to call attention to a critical issue in the 2025 proposed CALGreen code that, if enacted as is, will have a major adverse effect on the cost of EV charging and equitable access across the state.

Specifically, **the proposed code will eliminate the ability for multi-family properties to add Level 1 charging at existing multi-family properties**, which has become a vital strategy to expanding access to EV charging for this historically underserved population and is a widely used charging strategy currently employed across various state and local incentive programs.

This letter outlines the importance of existing Level 1 charging efforts, including its role in an equitable transition to transportation decarbonization, how the 2025 proposed CALGreen code undermines these efforts, and proposes a remedy, including:

1. What is Level 1 charging and why it's working now
2. How Level 1 charging improves equity for underserved communities
3. Existing state and local EV programs that would be harmed
4. Misconceptions about charging level benefits
5. How the proposed 2025 CALGreen will impact existing programs
6. Proposed solution

What is Level 1 charging and why it's working now

Level 1 charging is a common and successfully proven strategy to address long-dwell parking such as overnight at multi-family housing. Research[1] shows that access to a 1.9 kW charging receptacle (Level 1 charging on a dedicated 120V/20A circuit) is sufficient for 94% of drivers' daily needs when they plug in every night. Level 1 charging is also substantially more affordable and scalable as a solution compared to higher power alternatives. Furthermore, by staying within the building's electrical capacity, Level 1 charging helps property owners avoid lengthy utility service upgrades, which often take well over a year to complete.

One program in which Level 1 charging is in widespread use at existing multi-family properties is Peninsula Clean Energy's (PCE) EV Ready program[2]. In this program, over 200 Level 1 outlets have been installed with an additional 1,000 outlets in progress. Further, the program has 15 Affordable Housing EV charging projects in progress, including 74 Level 1 outlets at a Mercy Housing project in Redwood City. The use of Level 1 charging in the EV Ready program is currently empowering multi-family property operators to voluntarily install more charging – typically triple the amount - than they were initially planning, a critical and necessary component of achieving ubiquitous access to charging for apartment residents.

Demonstrating the scalability of Level 1 charging, the average cost to install a low power outlet is less than $2,500 each in the PCE EV Ready program, compared to over $17,000[3] per Level 2 charger in PG&E's EV Charge Network Program. At one property in the EV Ready program, a rental apartment property manager was able to install EV charging outlets with no out of pocket cost through the use of PCE incentives[4].



19 smart Level 1 outlets installed at Redwood City apartment property

[1] https://www.peninsulacleanenergy.com/wp-content/uploads/2021/09/Determining-the-Appropriate-Level-of-Power-Sharing-for-EV-Charging-in-Multifamily-Properties.pdf
[2] https://www.peninsulacleanenergy.com/ev-ready/
[3] https://www.pge.com/pge_global/common/pdfs/solar-and-vehicles/your-options/clean-vehicles/charging-stations/program-participants/EV-Charge-Network-2022-Q1-Report.pdf
[4] https://www.peninsulacleanenergy.com/wp-content/uploads/2023/07/PCE124_SuccessStory_Tyrone_v1B_bm.pdf

The use of Level 1 charging for these types of retrofit projects was recently featured by Canary Media, "Access to slow chargers could speed up EV adoption among renters"[5] and included first-hand accounts from two multi-family property operators with very positive experience with Level 1 charging.

How Level 1 charging improved equity for underserved communities

The current trend of EV adoption is highly inequitable, with significant disparities between residents of multi-family housing and single-family homes, renters and homeowners, and people of color[6]. The lack of a reliable place to plug in at home is a major driver leading to these disparities. And to date, state programs have previously done a poor job at addressing these issues through expanded access to charging for multi-family residents. For instance, only 15% of all the chargers installed through PG&E's EV Charge Network program were at existing multi-family properties.

The transition to EVs needs to include everyone. An important component of this inclusive transition is for everyone to have a reliable place to plug in where they live. Solutions, such as Level 1 charging at as many assigned parking spaces as possible at existing multi-family properties, help to serve this goal by providing charging to high numbers of residents, well ahead of when they are ready to purchase an EV. This type of ubiquitous access to charging also ensures that everyone has access, instead of a fewer number of EV chargers being assigned to early EV adopters, leaving none for residents who are later to purchase an EV.

Finally, Level 1 provides for an upgrade path for potential future upgrade if and when the distribution grid and service capacities allow, by providing necessary conduits and slots that can be reused should the need arise.

Existing state and local EV programs that would be harmed

Several established EV programs are already utilizing Level 1 charging as a key strategy to add EV charging at existing multi-family housing properties, including:

1. The California Energy Commission's Reliable, Equitable, an Accessible Charging for Multi-family Housing 2.0 (REACH 2.0)[7], most notably Ecology Action and GoPowerEV's applications.
2. PG&E's Multifamily Housing and Small Business EV Charger Program[8]
3. Bay Area Air Quality Management District's *Charge!* Program[9]
4. San Francisco Public Utility Commission's EV Charge SF program[10]
5. SMUD's Multifamily EV incentives[11]
6. Silicon Valley Clean Energy's FutureFit Assist Program[12]
7. Peninsula Clean Energy's EV Ready Program[13]

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[5] https://www.canarymedia.com/articles/ev-charging/access-to-slow-ev-chargers-could-speed-up-ev-adoption-among-renters

[6] https://www.sciencedirect.com/science/article/pii/S0967070X20309021

[7] https://www.energy.ca.gov/solicitations/2023-04/gfo-22-614-reliable-equitable-and-accessible-charging-multi-family-housing-20

[8] https://www.pge.com/en/clean-energy/electric-vehicles/ev-charge-program/multifamily-housing-and-small-business-ev-charger-program.html

[9] https://www.baaqmd.gov/funding-and-incentives/businesses-and-fleets/charge

[10] https://sfpuc.org/programs/clean-energy/ev-charge-sf

[11] https://www.smud.org/en/Business-Solutions-and-Rebates/Business-Rebates/Multi-Family-go-electric-incentives

[12] https://svcleanenergy.org/ev-charging-assist/

[13] https://www.peninsulacleanenergy.com/ev-ready/

If the 2025 CALGreen code were to be enacted as written, it would eliminate a core component of these well-established state and local programs.

Misconceptions about charging level benefits

Level 1 charging is an important strategy that is already in use to address disparities in access to charging. However, there are several misconceptions and misunderstandings of Level 1 charging, further addressed here.

1. **Level 1 charging satisfies EV drivers**. PCE's research, as well as others[14], have shown that drivers use less of their range than many may think. A typical California driver travels less than 30 miles per day and a Level 1 charge can provide more than double that range when plugged in overnight. Occasional high-energy needs, such as long trips, may be supplemented by public fast chargers. Approximately 30% of drivers today are successfully using Level 1 charging for their daily needs.

2. **Level 2 charging total costs are far higher and projects are frequently much slower**. While behind the meter costs to the customer may be similar when adding Level 1 or Level 2 outlets, this ignores the significant upstream costs to upgrade panels and front of the meter assets by the distribution utility that results from widespread use of higher power EV charging at scale. Through CPUC Rule 29, these upstream costs are born by the ratepayers. Lower power charging helps to reduce these costs and the resulting pressure on ratepayers. Service upgrades also delay projects by 12 to 18 months or more.

3. **Level 1 provides "natural" load shaping**. Level 1 charging, which charges at a maximum of 1.9 kW, compared to Level 2 charging, which can charge as high as 19 kW is inherently more beneficial to the grid by smoothing EV load curves over several hours. Furthermore, PCE's research indicates that typical EV drivers only need to charge for ~6 hours per night on a Level 1 charge, indicating that even these loads can be successfully shifted out of on-peak time of use windows and fully recharge an EV driver's daily usage. HCD's proposal establishes a minimum 3.3 kW at peak for every charger and any additional load shift is dependent on expensive, hard to enroll load shifting programs.

4. **Level 1 and Level 2 charging have similar efficiency**. A single 2014 study[15] found that Level 1 charging provides a power transfer efficiency of 84% compared to Level 2 charging at 89%. Notably, this study is over a decade old and reviewed a limited selection of first-generation EVs, making these findings less relevant in today's environment since large battery sizes create substantial buffers for driver needs. Further, power-managed Level 2 charging could yield similar results as Level 1. Finally, the minor differential in efficiency is outweighed by the significant benefits of widespread access to EV charging that can be provided through lower power charging.

How the proposed 2025 CALGeen code will impact existing programs

The proposed code, copied below, is an inefficient attempt to expand access to EV charging at existing multi-family properties, when property owners are adding or altering existing parking. As written, if a property owner wants to add Level 1 charging at their existing parking spaces the code would treat this as an "alteration" and instead require low power Level 2 charging

[14] https://insideevs.com/news/709425/recurrent-ev-driving-distance-america/
[15] https://ieeexplore.ieee.org/document/7046253

receptables or Level 2 chargers instead. These charging types are much more likely to trigger lengthy and expensive utility service upgrades or increase the cost of the project substantially compared to Level 1 charging. This will lead to downsized or cancelled projects at a time when the state needs to accelerate its deployment of EV charging access for multi-family residents.

> **4.106.4.3 Electric vehicle charging for additions and alterations of parking facilities serving existing multifamily buildings, hotels, and motels.**
> When existing parking facilities are altered or new parking spaces are added to existing parking facilities, and the work requires a building permit, each parking space added or altered shall have access to either a low power Level 2 EV charging receptacle or Level 2 EV charger, unless determined as infeasible by the project builder or designer and subject to concurrence of the local enforcing agency.
>
> **Exception:** Where minor work requiring a permit is being performed such as installation of a single 120-volt electrical receptacle for level 1 EV charging with a permit valuation of one thousand dollars ($1000) or less, level 2 EV charging is not required to be installed.

Proposed Solution
Unfortunately, the exception, most recently added by HCD staff on March 1 does not exempt any Level 1 charging from real-world projects. A key benefit of Level 1 charging is the ability to add dozens or even 100+ outlets at a multi-family property, though the code only exempts projects installing a single Level 1 outlet. Further, while Level 1 charging is significantly less expensive than other charging options, even Level 1 costs more than $1,000 per charger installed, exceeding the arbitrary cost threshold proposed by HCD.

To address this issue, HCD staff should exempt **all** Level 1 charging as an exception to section 4.106.4.3 so that property owners installing Level 1 chargers clearly won't be considered an alteration of existing parking spaces. Exempting Level 1 charging for existing buildings from this code section will preserve an important tool that agencies are using to expand EV charging access to apartments and condo residents at a vital time in the state's journey to 100% new EV sales by 2035.

Our suggested revision to section 4.106.4.3 is in strikethrough below:

> **Exception:** Where ~~minor~~ work requiring a permit is being performed ~~such as~~ for the installation of ~~a single~~ 120-volt electrical receptacle(s) for level 1 EV charging ~~with a permit valuation of one thousand dollars ($1000) or less~~, level 2 EV charging is not required to be installed.

We appreciate your attention to this important matter as we all work together to meet the state's urgent and aggressive decarbonization goals.

Respectfully submitted,

Beth Vaughan
CEO, California Community Choice Association

Greg Wade,
CEO, Clean Energy Alliance

Ted Bardacke

CEO, Clean Power Alliance

Barbara Hale
Assistant General Manager
CleanPowerSF

Dawn Weisz
CEO, MCE

Joe Mosca
Interim CEO
Orange County Power Authority

Shawn Marshall
CEO, Peninsula Clean Energy

Matthew Marshall
Executive Director
Redwood Coast Energy Authority

Karin Burns
CEO
San Diego Community Power

Lori Mitchell
Director
San Jose Clean Energy

Girish Balachandran
CEO, Silicon Valley Clean Energy

Geof Syphers
CEO, Sonoma Clean Power

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.3

To: Orange County Power Authority Board of Directors

From: Gabe Dima-Smith, External Affairs Manager

Approved By: Joe Mosca, Interim Chief Executive Officer

Subject: MARKETING AND COMMUNICATIONS COMMITTEE UPDATE

Date: March 19, 2024

RECOMMENDED ACTION

Receive and File.

OVERVIEW

The Marketing and Communications Committee met on Thursday, February 29, 2024. The Committee received a presentation from Reveille covering upcoming efforts to increase OCPA's brand awareness through advertising using valuable insights from the EMC Research survey of Orange County registered voters conducted in August 2023. The brand awareness campaign includes various media placements.

Additionally, the Committee reviewed the Public Outreach Plan for January 2024 – June 2024 and was introduced to the Green P100NEER program recently developed by the Marketing and Communications team and OCPA staff. The presentation was shared at the committee meeting, and a summarized wrap-up of the January and February 2024 outreach activities is attached.

FISCAL IMPACT

None

ATTACHMENTS

Attachment A – Public Outreach Update Jan – Feb 2024
Attachment B – FY24-25 Marketing & Public Outreach

Public Outreach Update

January - February 2024

ORANGE COUNTY
POWER AUTHORITY
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Highlights

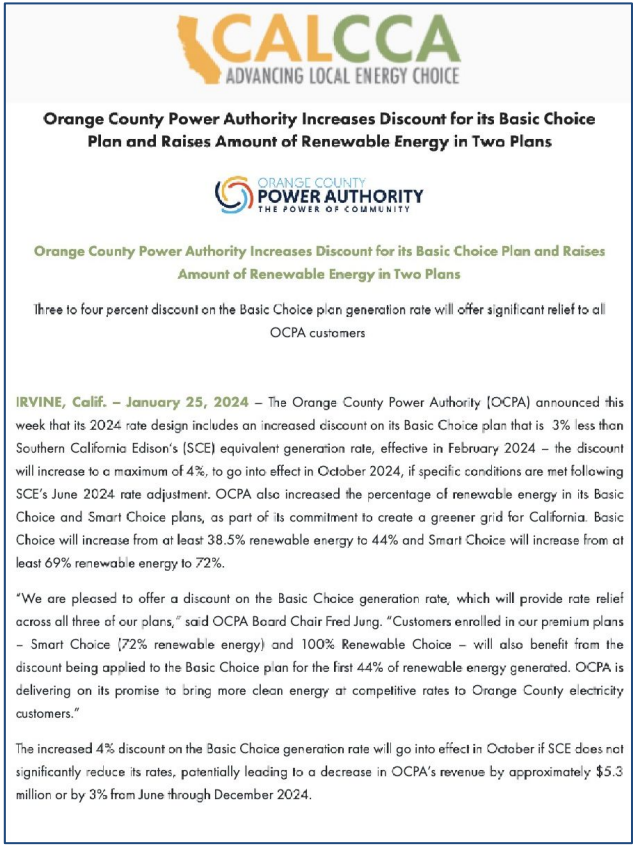
- Announced new rate design and increased amount of renewable energy in two plans
- Announced new Energy Programs Analyst
- Hosted multicultural media briefing
- Participated in California Community Choice Association Lobby Day
- Attended/participated in 20 community outreach events
- Made presentations to the Fountain Valley City Council and League of Cities, Orange County Division
- Sponsored Little Saigon TV Lunar New Year event and participated in an in-studio interview
- Released one community newsletter (February) and published three blog posts
- Launched omnipresent ad campaign on Facebook designed to increase followers

MEDIA RELATIONS

- Announced new rate design and increased amount of renewable energy in two plans
- Announced new Energy Programs Analyst

Media Sentiment – January - February 2024

- 5 clips (online/print/broadcast)
- 100% positive



CALCCA
ADVANCING LOCAL ENERGY CHOICE

Orange County Power Authority Increases Discount for its Basic Choice Plan and Raises Amount of Renewable Energy in Two Plans

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Orange County Power Authority Increases Discount for its Basic Choice Plan and Raises Amount of Renewable Energy in Two Plans

Three to four percent discount on the Basic Choice plan generation rate will offer significant relief to all OCPA customers

IRVINE, Calif. – January 25, 2024 – The Orange County Power Authority (OCPA) announced this week that its 2024 rate design includes an increased discount on its Basic Choice plan that is 3% less than Southern California Edison's (SCE) equivalent generation rate, effective in February 2024 – the discount will increase to a maximum of 4%, to go into effect in October 2024, if specific conditions are met following SCE's June 2024 rate adjustment. OCPA also increased the percentage of renewable energy in its Basic Choice and Smart Choice plans, as part of its commitment to create a greener grid for California. Basic Choice will increase from at least 38.5% renewable energy to 44% and Smart Choice will increase from at least 69% renewable energy to 72%.

"We are pleased to offer a discount on the Basic Choice generation rate, which will provide rate relief across all three of our plans," said OCPA Board Chair Fred Jung. "Customers enrolled in our premium plans – Smart Choice (72% renewable energy) and 100% Renewable Choice – will also benefit from the discount being applied to the Basic Choice plan for the first 44% of renewable energy generated. OCPA is delivering on its promise to bring more clean energy at competitive rates to Orange County electricity customers."

The increased 4% discount on the Basic Choice generation rate will go into effect in October if SCE does not significantly reduce its rates, potentially leading to a decrease in OCPA's revenue by approximately $5.3 million or by 3% from June through December 2024.

MULTICULTURAL MEDIA BRIEFING

- Epoch Times
- I-LOVE-Irvine
- Korea Times
- Little Saigon TV
- Pho Bolsa
- Rafu Shrimpo
- US News Express







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CALIFORNIA COMMUNITY CHOICE ASSOCIATION LOBBY DAY

- Joined 70 colleagues for 25 Community Choice Aggregation electricity providers in Sacramento
- Board and staff attended 13 meetings with:
  - Legislators
  - Legislative directors
  - Governor's staff
  - California Public Utilities Commission Director





COMMUNITY OUTREACH EVENTS

January 8 – Attended the Fullerton Collaborative General Meeting
January 11 – Attended the Buena Park Collaborative General Meeting
January 11 – Attended the Best of HB 2023 Awards Dinner in Huntington Beach
January 17 – Attended the Electrification 101 Workshop in Irvine
January 25 – Attended the Sustainability Meeting & Tour of the Irvine Ranch Historical Park
January 26 – Attended the North Orange County Chamber of Commerce Elected Officials Reception
January 30 – Attended Irvine Connect Residential Shuttle Workshop





ORANGE COUNTY POWER AUTHORITY

COMMUNITY OUTREACH EVENTS

February 3 – Attended the Santa Ana Tết Celebration
February 7 - Attended North Orange County Chamber Champions of Business and Government Affairs Mixer
February 7 - Attended Asian Business Association of Orange County Lunar New Year Lunch
February 9 – Sponsored and attended the Little Saigon TV Lunar New Year Countdown
February 12 – Attended the Fullerton Collaborative Meeting
February 15 – Attended the Buena Park Collaborative Meeting
February 16 – Attended Orange County Business Council Board of Directors Installation Dinner
February 17 – Attended Buena Park's Black History Concert
February 19 - Attended OC Goes Solar Community Solar Workshop
February 20 - Attended Sustain SoCal Sustainable Agriculture Talk
February 21 - Attended Small Biz Diversity Network event
February 29 - Gave presentation to Save Our Youth students for Career Day





LITTLE SAIGON TV LUNAR NEW YEAR EVENT & INTERVIEW

- Sponsored Little Saigon TV's Countdown to Lunar New Year event on February 9
- Participated in interview on Little Saigon TV





PRESENTATIONS

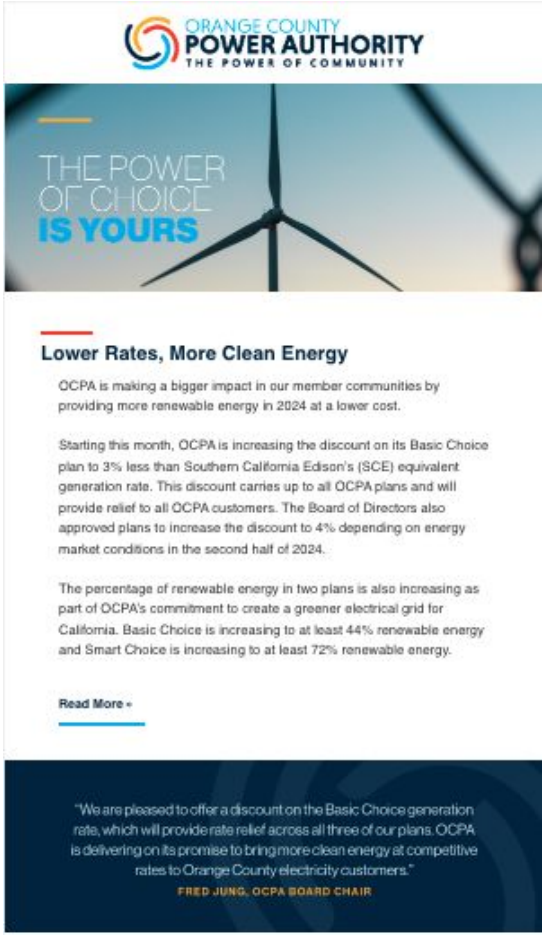
- Presented an informational overview to the Fountain Valley City Council
- Presented to the League of California Cities Orange County Division





QUARTERLY COMMUNITY NEWSLETTER - FEBRUARY

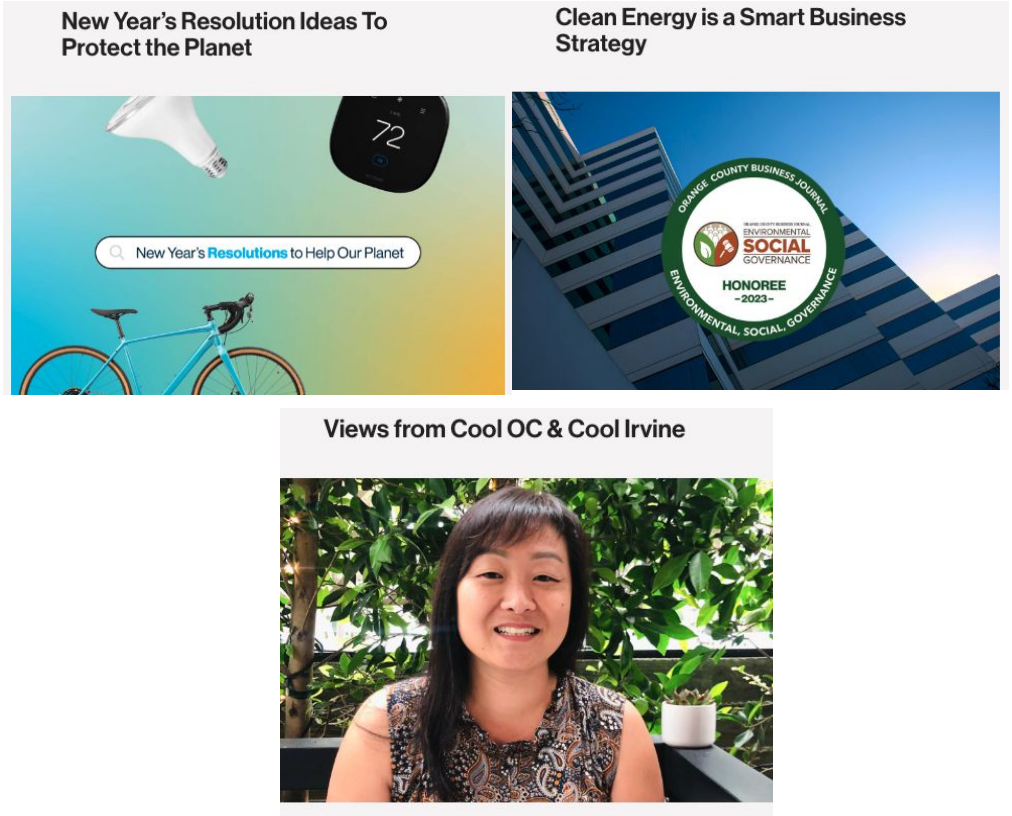
- 2,424 emails sent
- 61% open rate (average open for government-related is 28.77%)
- 2.1% click through rate
- Top 3 website pages clicked
  - Rate Design and Energy Plans
  - OCPA Marketplace
  - New Hires Press Release



BLOG POSTS

Published three blog posts:

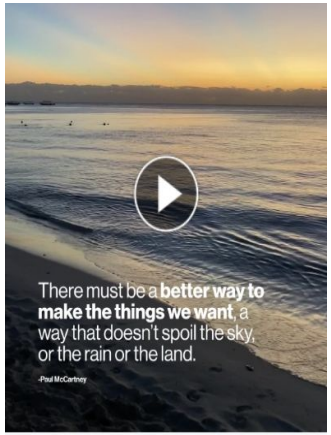
- New Year's Resolution Ideas to Protect the Planet
- Clean Energy is a Smart Business Strategy
- Views from Cool OC/Cool Irvine

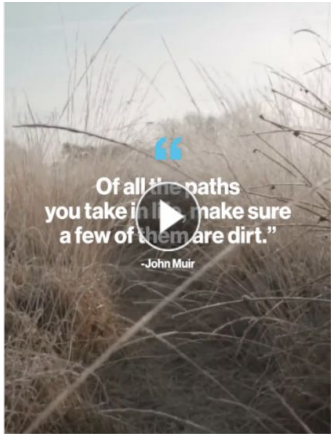


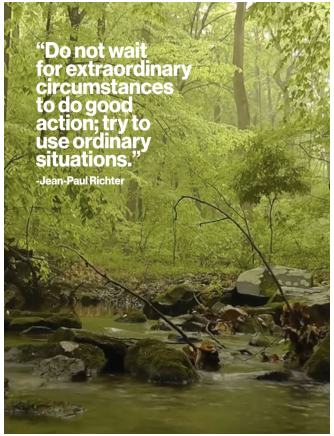
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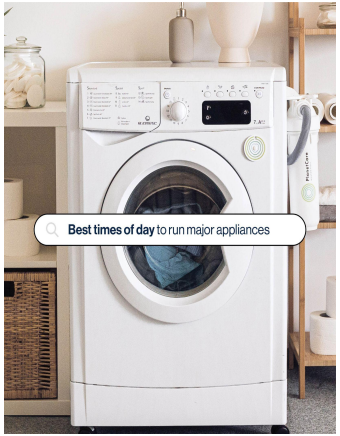
FACEBOOK OMNIPRESENT CAMPAIGN

- **Total Reach:** 279,962
- **Total Impressions:** 1,240,968
- **Total Clicks:** 4,196
- **New Followers:** 322 (as of 3/7/24)









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THANK YOU!

ORANGE COUNTY
POWER AUTHORITY

FY24-25 MARKETING & PUBLIC OUTREACH PLAN HIGHLIGHTS

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Survey

OCPA commissioned a baseline survey of 1,800 registered voters countywide in August 2023. Key findings:

- **Nearly half of area voters are unfamiliar with OCPA.** Among those who are familiar, ratings of the organization are low, including from current OCPA customers.
- **Voters in Buena Park have higher awareness and more positive opinions of OCPA than other areas.** Awareness and negative ratings are higher in Irvine, Huntington Beach, and Fullerton.
- **Messaging about OCPA caused a significant shift in positive ratings**, indicating potential opportunity to significantly improve brand ratings and awareness.
- **Most area voters believe climate change is a very serious threat** and that individual efforts can make a difference, though there are large partisan differences in these attitudes.

Recommendations

- Despite negative initial ratings on overall brand and brand attributes, there was a significant positive shift following messaging about OCPA.
- This suggests there is an opportunity to **improve overall awareness of OCPA** and **provide positive brand lift** with an effective messaging and outreach effort.
- Focus outreach efforts on **existing customers.** Currently, OCPA customers' ratings of the organization are only slightly better than non-customers and are generally net-negative overall.
- Improving the organization's standing among current customers could help create **potential advocates** for OCPA.

Strategy

Be first to provide accurate information to target audiences; control the narrative and ensure customers have clarity about who OCPA is, what it does, how community energy works, the benefits and how the tiered rate program works. Instill community pride in the efforts of member communities to achieve climate goals by bringing community energy to their cities.

Brand Awareness vs. Public Outreach

Brand Awareness Campaign

The brand awareness campaign is designed to pique interest and inspire audiences to seek more information (e.g., go to the website).

Public Outreach Program

The public outreach program is designed to inform and increase understanding that results in supportive audiences.

Marketing & Public Outreach Objectives

The marketing and public outreach efforts will continue to be tracked and reported out on a monthly basis to demonstrate progress and measure success. This will also help identify whether any activities need to be retooled to ensure maximum return on investment.

Tracking Survey (research to be conducted in July/August)

- Improve awareness by 10%
- Improve favorable opinion by 10%

Customer Survey (research to be conducted in July/August)

- Establish baseline metrics

Board & Government Relations

- Produce Board handbook
- Prepare a Community Advisory Committee orientation program and handbook
- Host 1 annual staffers luncheon
- Facilitate media training for individual Board members (Chair and Vice Chair)

Advertising

- Deliver more than 150M impressions
- Generate 15,000 landing page and donated giveaway blog page visits
- Increase social media followers to 1,000+ on Meta platforms (Facebook & Instagram)

Marketing

- Mail 2 post-enrollment notifications to all new customers
- Distribute 6 community newsletters (every other month) and increase newsletter increase subscribers to 5,000 by end of FY24 and 8,000 by end of FY25
- Cultivate 10 commercial customers that will engage in communications efforts

Coalition Building

- Cultivate 25 “Sustainability Champions”
- Cultivate strong relationships with 8 community-based organizations

Speakers Bureau

- Make 24 presentations to groups and organizations

Member Agency Community Events & Sponsorships

- Participate in 24 events in member communities

Media Relations

- Host 2 media briefings with local and multicultural media
- Achieve balanced or positive media coverage in 80% of news stories

Marketing & Public Outreach Objectives

Social Media

- Produce 6 organic content calendars for social media audiences
- Increase positive engagement and total net audience growth on social media platforms by 10%

Content Development

- Create 2 episodes of “Sustainably Speaking”
- Create a new series of short-form Q&A videos

Awards

- Win/earn four awards recognizing OCPA’s accomplishments

Target Audiences

Primary Target Audience

All current customers

Additional customer insights from the research:

Democrats
(show the biggest shift in opinions after hearing more about OCPA)

Younger Women
(ages 25-49)

Hispanic/ Latino
(highest favorability toward OCPA – 24%)

Chinese
(show the biggest shift in opinions after hearing more about OCPA)

Vietnamese
(most willing to pay more for electricity – 61%)

Buena Park Residents
(higher awareness and more positive opinions)

Local elected officials in prospective member cities

Secondary Target Audience

Residents and business owners countywide

Brand Awareness Campaign

Advertising Creative

Ad Creative

Life is a series of choices. Especially when it comes to our planet. But what if you could flip a switch and make a choice that counts? The Orange County Power Authority is part of a growing movement in California that is sourcing cleaner energy on behalf of millions of electricity users. As a local, not-for-profit public utility, we give more than 230,000 Orange County homes and businesses the choice of renewable energy at competitive rates. It's a win for you, the community and the planet. Flip the switch and make your next choice a powerful one.



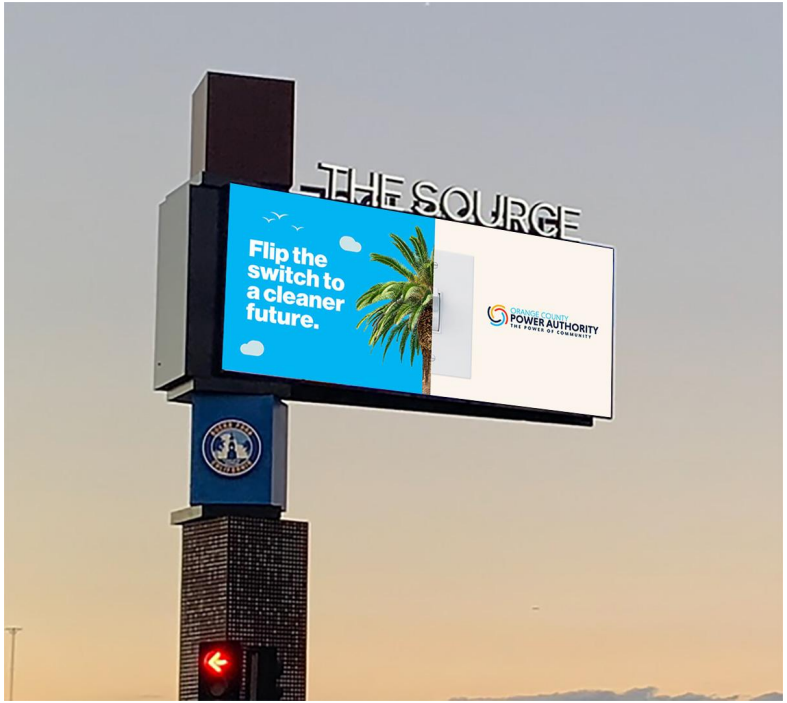
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Image Option

BUS SHELTER

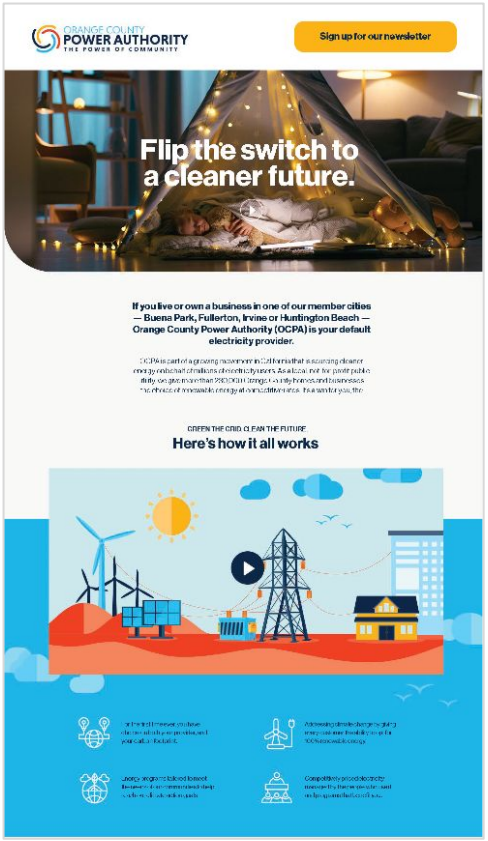


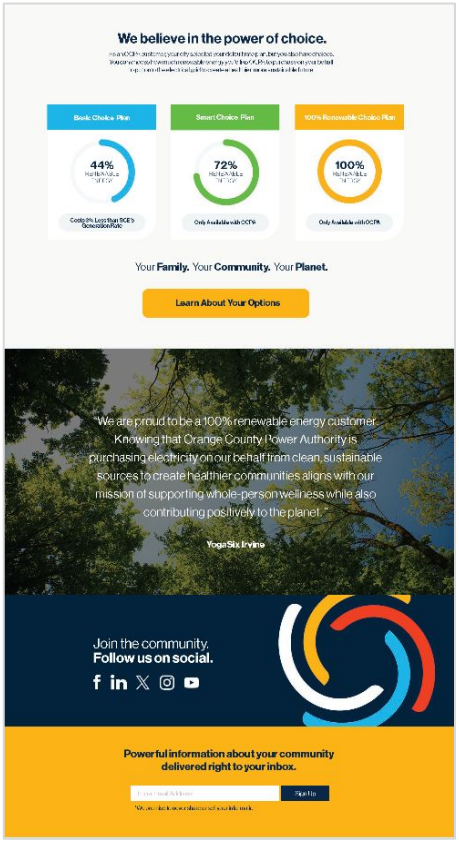
BILLBOARD



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Landing Page





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Ad Buy

LINEAR CABLE / CONNECTED TV

- Spectrum Cable & Cox Cable covering Irvine, Buena Park & Fullerton
- Overlay of Connected TV with Spectrum Reach for those who stream TV content
- 0:30 brand video ads
- Months: Apr-May 24, Jul-Aug 24, Jan-Feb 25
- 2M estimated Impressions

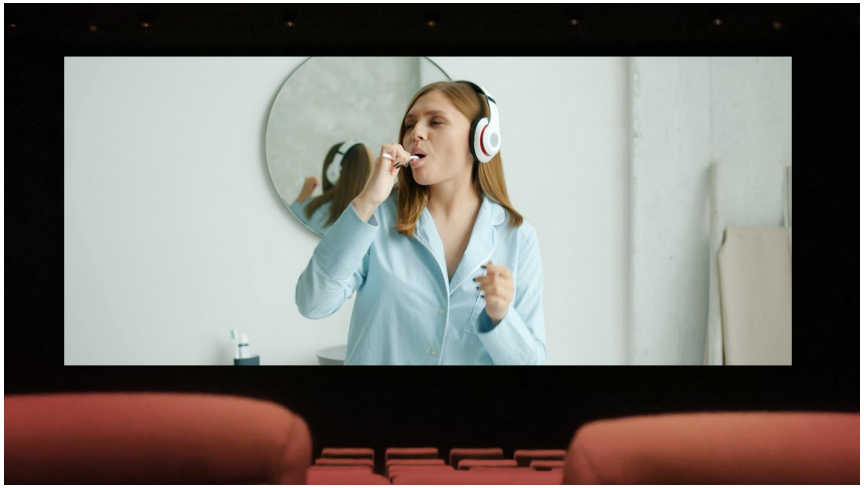
Sample Networks: High Index to OCPA Target



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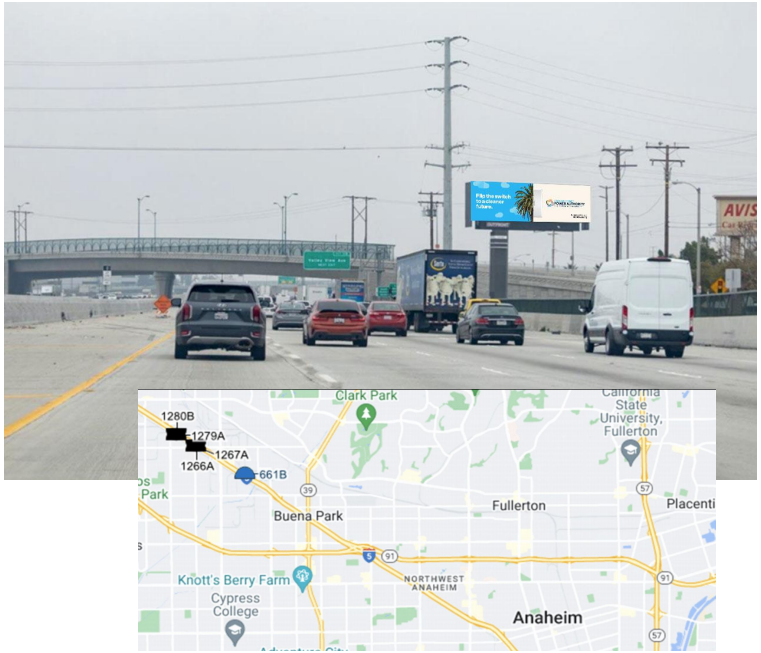
CINEMA

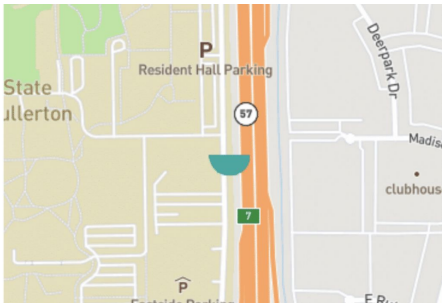
- Irvine Spectrum 20 with IMAX and Fullerton 20 (exploring theater availability in Buena Park)
- 0:30 brand video ads
- Months: Apr-May 24, mid-Jul-Aug 24, Jan-Feb 25
- 556K estimated Impressions



OUTDOOR: FREEWAY DIGITAL

- I-5 showing to Southbound traffic traffic at Valley View approaching Buena Park
- 57 Freeway showing to Southbound traffic at Nutwood next to Cal State Fullerton
- Months: Apr-May 24, Jul-Aug 24, Jan/Feb 25
- 24M estimated impressions







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OUTDOOR: MULTICULTURAL DIGITAL

- Digital signage at two malls frequented reaching diverse communities
- The Source digital billboard showing to I-5 freeway (Buena Park)
- Diamond Jamboree digital poster (Irvine)
- Months: Apr-May 24, Jul-Aug 24, Jan-Feb 25
- 21.9M estimated Impressions





ORANGE COUNTY POWER AUTHORITY

OUTDOOR: BUS SHELTERS

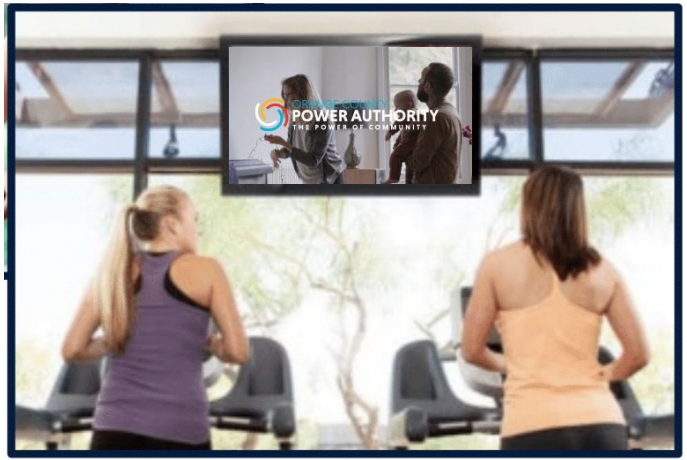
- 10 bus shelters per month in Irvine, Buena Park and Fullerton
- Months: Apr-Aug 24, Jan-Feb 25
- Heavy up of 5 extra bus shelters in Irvine during April around UC Irvine and Irvine Valley College that are co-branded to promote the CycloIrvine event in May
- 67.6M estimated Impressions



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GYM TV

- 7 gyms in Irvine, average of 5 screens per gym @ Planet Fitness, LA Fitness, 24 Hour Fitness, and Team Oyama Fitness
- 0:15 Spot, Full-Motion Video or Static Digital
- Months: Apr-May 24, Jul-Aug 24
- 1.1M estimated Impressions



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PRINT

- Bi-weekly ½ page insertions in community print for Apr-May 24, Jul-Aug 24, Jan-Feb 25
  - Irvine World News (Irvine)
  - North County News Tribune (Buena Park & Fullerton)
- 1 market-wide ½ page insertion + advertorial in OCBJ's ESG issue for Nov 24
- Ads to carry QR code linking to landing page
- 1.2M estimated Impressions

IRVINE WORLD NEWS

NORTH COUNTY News-Tribune

ORANGE COUNTY BUSINESS JOURNAL

MULTICULTURAL PRINT

Reviewing proposals from the following outlets:

- Korea Daily
- Korea Times
- World Journal
- Nguoi Viet

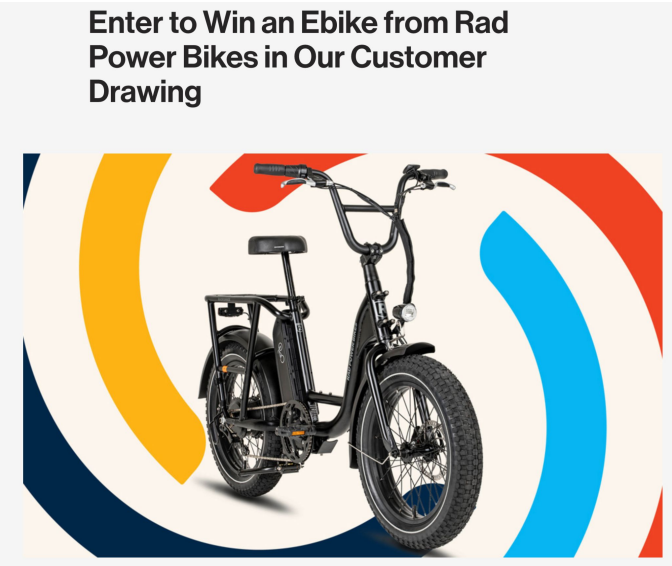
OMNIPRESENT META CAMPAIGNS

- Omnipresent campaigns are a tactic on Facebook where your target audience gets 1-2 sponsored ads per day in their newsfeeds
- Goal is to build followers and engagement
- Months: Jan-May 24, Sep-Nov 24
- 5.3M estimated Impressions



DONATED GIVEAWAYS

- Continue to build newsletter list by bringing back eBike giveaway drawing for newsletter sign-ups
- Seek to get donated vehicles from local e-bike retailers
- 5M estimated Impressions



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MULTICULTURAL FACEBOOK CAMPAIGN

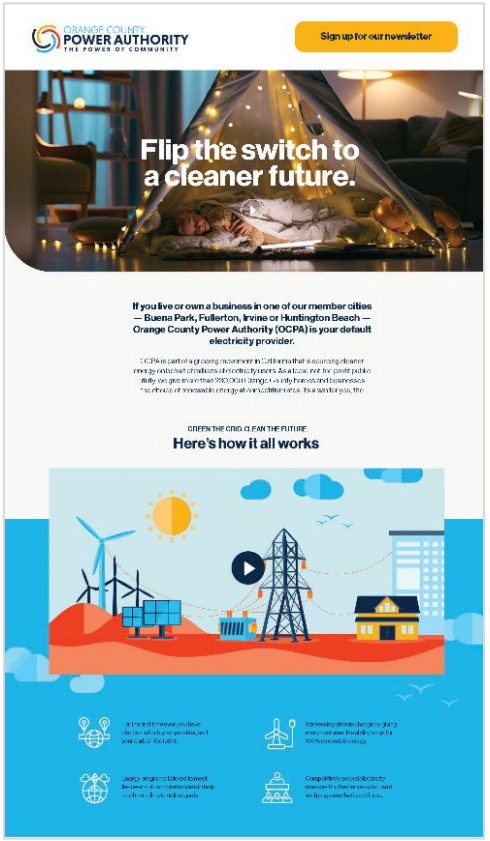
- Specifically target residents in Buena Park, Fullerton and Irvine who have their Facebook preferences set to their preferred non-English language
- Use 0:30 new campaign video – with in-language subtitles – directed to versioned landing pages with translated copy, Explainer video and FAQs
- 5.1M estimated Impressions



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LANDING PAGE STRATEGY

- English + 8 versions for all supported languages
- Includes campaign commercial, explainer video and FAQs in corresponding languages
- “Sign Up For Our Newsletter” at top of page



ORANGE COUNTY POWER AUTHORITY

PUBLIC OUTREACH PLAN

JANUARY - JUNE 2024

ORANGE COUNTY
POWER AUTHORITY
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Elected Officials & Prospective Member Cities

- **Annual Staffers Luncheon**

  Timing: April 2024

- **Introduction & Overview Presentations** to League of California Cities, Orange County Chapter, Association of California Cities Orange County and the Orange County City Managers Association

  Timing: January-June 2024

- **State of the Agency Presentations to Member City Councils**

  Timing: October 2024

- **Prospective Member Cities**

  Timing: Ongoing

Direct Mail

- **Post-Enrollment Mailings**
- **Joint Rate Mailer**
- **Power Content Label** (October 2024)



ORANGE COUNTY POWER AUTHORITY
P.O. Box 54283
Irvine, CA 92619-4283

Thank you for the privilege of being your renewable energy provider.

THANK YOU FOR REDUCING YOUR CARBON FOOTPRINT.

With Orange County Power Authority (OCPA) as your electricity provider, you are reducing your carbon footprint and helping to make a measurable impact on climate change. We are pleased to share our first annual Power Content Label (PCL), listed on the back side of this mailer, which demonstrates the renewable energy purchased on behalf of our customers and the reduction in greenhouse gas emissions.

As we celebrate the first anniversary of residential service – we are grateful to you for choosing renewable energy through OCPA and a healthier, more resilient future. You are a climate hero.

If you previously opted-out and would like to re-enroll in OCPA, give us a call at **(866) 353-7693** or email us at **answers@ocpower.org** and we'll walk you through it.

We have accomplished a lot during our first year of service:

200K+ residential customers served

188,883 customers choosing 100% renewable energy – zero carbon plan

31K+ commercial customers served

90 MW solar production power purchase agreement with Grace Orchard Energy Center, LLC. Grace Orchard Energy Center is developing a solar-plus-battery-storage project in Riverside County that will produce enough to power 40,000 homes, and up to 30 MW of battery storage capacity with fixed energy prices over a 20-year term

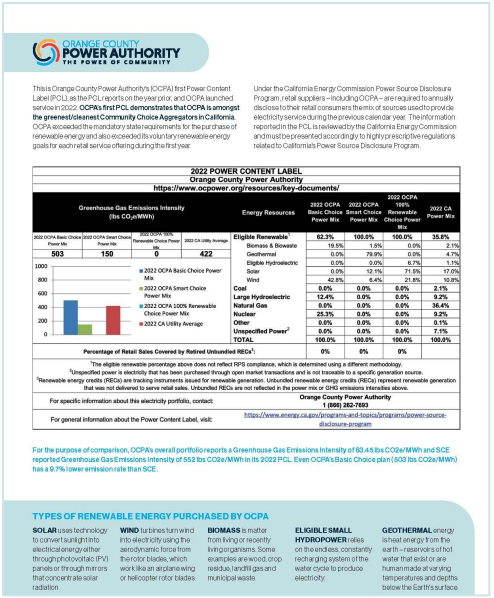
5 types of renewable energy purchased – biomass, eligible small hydro, geothermal, solar and wind

4 member communities served – Buena Park, Fullerton, Huntington Beach and Irvine

3 energy plans that allow customers to choose how much renewable energy they want OCPA to purchase on their behalf

2% less Basic Choice plan (39% renewable energy) costs less than SCE's equivalent generation rate

To sign up for OCPA's newsletter, scan the QR code.



ORANGE COUNTY POWER AUTHORITY
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This is Orange County Power Authority's (OCPA) first Power Content Label (PCL) as the PCL reports on the year prior, and OCPA launched service in 2022. **OCPA's first PCL demonstrates that OCPA is amongst the greenest/cleanest Community Choice Aggregators in California.** OCPA exceeded the mandatory state requirements for the purchase of renewable energy and also exceeded its voluntary renewable energy goals for each retail service offering during the first year.

Under the California Energy Commission Power Source Disclosure Program, retail suppliers – including OCPA – are required to annually disclose to their retail consumers the mix of sources used to provide electricity service during the previous calendar year. The information reported in the PCL is reviewed by the California Energy Commission and must be presented according to highly prescriptive regulations related to California's Power Source Disclosure Program.

2022 POWER CONTENT LABEL
Orange County Power Authority
https://www.ocpower.org/resources/key-documents/

Greenhouse Gas Emissions Intensity (lbs CO_2e/MWh)				Energy Resources	2022 OCPA Basic Choice Power Mix	2022 OCPA Smart Choice Power Mix	2022 OCPA 100% Renewable Choice Power Mix	2022 CA Power Mix
2022 OCPA Basic Choice Power Mix	2022 OCPA Smart Choice Power Mix	2022 OCPA 100% Renewable Choice Power	2022 CA Utility Average	Eligible Renewable[1]	62.3%	100.0%	100.0%	35.8%
503	150	0	422	Biomass & Biowaste	19.5%	1.5%	0.0%	2.1%
				Geothermal	0.0%	79.9%	0.0%	4.7%
				Eligible Hydroelectric	0.0%	0.0%	6.7%	1.1%
				Solar	0.0%	12.1%	71.5%	17.0%
				Wind	42.8%	6.4%	21.8%	10.9%
				Coal	0.0%	0.0%	0.0%	2.1%
				Large Hydroelectric	12.4%	0.0%	0.0%	9.2%
				Natural Gas	0.0%	0.0%	0.0%	36.4%
				Nuclear	25.3%	0.0%	0.0%	9.2%
				Other	0.0%	0.0%	0.0%	0.1%
				Unspecified Power[2]	0.0%	0.0%	0.0%	7.1%
				TOTAL	100.0%	100.0%	100.0%	100.0%
				Percentage of Retail Sales Covered by Retired Unbundled RECs[3]	0%	0%	0%	

[1]The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.
[2]Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.
[3]Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled RECs (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.

For specific information about this electricity portfolio, contact:	**Orange County Power Authority** **1 (866) 262-7693**
For general information about the Power Content Label, visit:	https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program

For the purpose of comparison, OCPA's overall portfolio reports a Greenhouse Gas Emissions Intensity of 69.45 lbs CO2e/MWh and SCE reported Greenhouse Gas Emissions Intensity of 552 lbs CO2e/MWh in its 2022 PCL. Even OCPA's Basic Choice plan (503 lbs CO2e/MWh) has a 9.7% lower emission rate than SCE.

TYPES OF RENEWABLE ENERGY PURCHASED BY OCPA

SOLAR uses technology to convert sunlight into electrical energy either through photovoltaic (PV) panels or through mirrors that concentrate solar radiation.

WIND turbines turn wind into electricity using the aerodynamic force from the rotor blades, which work like an airplane wing or helicopter rotor blades.

BIOMASS is matter from living or recently living organisms. Some examples are wood, crop residue, landfill gas and municipal waste.

ELIGIBLE SMALL HYDROPOWER relies on the endless, constantly recharging system of the water cycle to produce electricity.

GEOTHERMAL energy is heat energy from the earth – reservoirs of hot water that exist or are human made at varying temperatures and depths below the Earth's surface.

ORANGE COUNTY POWER AUTHORITY

Community Newsletter

Continue newsletter distribution

Timing: every other month

- February (completed)
- April
- June
- August
- October
- December



Key Customer Outreach: 100% Renewable Commercial Customer Program

Toolkit:

- Digital badge for website and social media
- Social graphics
- Employee newsletter content
- Testimonial video for OCPA's social channels
- Guest post on OCPA blog
- Web content for company site
- Printed certificate
- Window decal



Targeted Community Outreach

- **Multicultural Outreach:** Host informational, relationship-building briefings with key multicultural organizations.
- **Health Care Outreach:** Outreach to the health care community to inform physicians about the benefits of OCPA in reducing greenhouse gas emissions – and create advocates. Host informational breakfasts or receptions with health care professionals to educate about OCPA and the connection to pollution and asthma.
- **Low-Income Neighborhoods & Older Adults Outreach:** Conduct public outreach to residents in members communities who may qualify for CARE/FERA aid through community-serving groups.

Speakers Bureau

Proactively outreach to organizations to strengthen existing relationships, build new relationships and secure speaking opportunities. Including, but not limited to:

Buena Park Noon Lions Club
Buena Park Rotary Club
Climate Action Campaign / OC Climate Change Coalition
Crossroads Exchange Club of Orange County
Environmental and sustainability studies/sciences classes at University of California, Irvine, Cal State Fullerton, Chapman University and Concordia University
Fullerton Breakfast Lions Clubs
Fullerton Rotary Club
Habitat and coastal protection/conservation organizations
Irvine Green Ribbon Environmental Committee
League of Women Voters of North Orange County
OC Goes Solar
Orange County Coastkeeper
Orange County Environmental Justice
Orange County For Climate Action
Rotary Club of Irvine
Sierra Club Angeles Chapter | Orange County Group
Surfrider Foundation North Orange County

Member Agency Community Events & Sponsorships

- Continue to attend community events in member cities where OCPA can have a presence, build relationships, and reach its target audiences and beyond.







ORANGE COUNTY POWER AUTHORITY

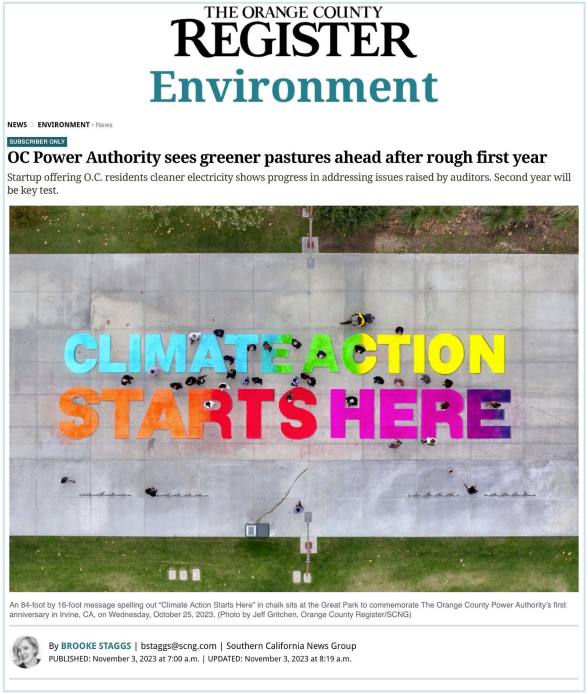
Special Events

April	May	June	October
Participate in Earth Day events in member communities	Sponsor and participate in CycloIrvine on May 4	Host a New Office Open House OC Forum on Renewable Energy	Hold a marquee event celebrating OCPA Plug in America test-drive EV

Media Relations

Actively engage with all media outlets covering OCPA

- **Orange County Business Journal -** Leader Board during Earth Month
- **Los Angeles Times -** Deskside briefing with Sammy Roth, Climate Columnist
- **The Orange County Register -** Continue engaging Brooke Staggs, environmental editor
- **Multicultural Media -** Continue multicultural media briefings



THE ORANGE COUNTY REGISTER

Environment

NEWS ENVIRONMENT - News

SUBSCRIBER ONLY

OC Power Authority sees greener pastures ahead after rough first year

Startup offering O.C. residents cleaner electricity shows progress in addressing issues raised by auditors. Second year will be key test.

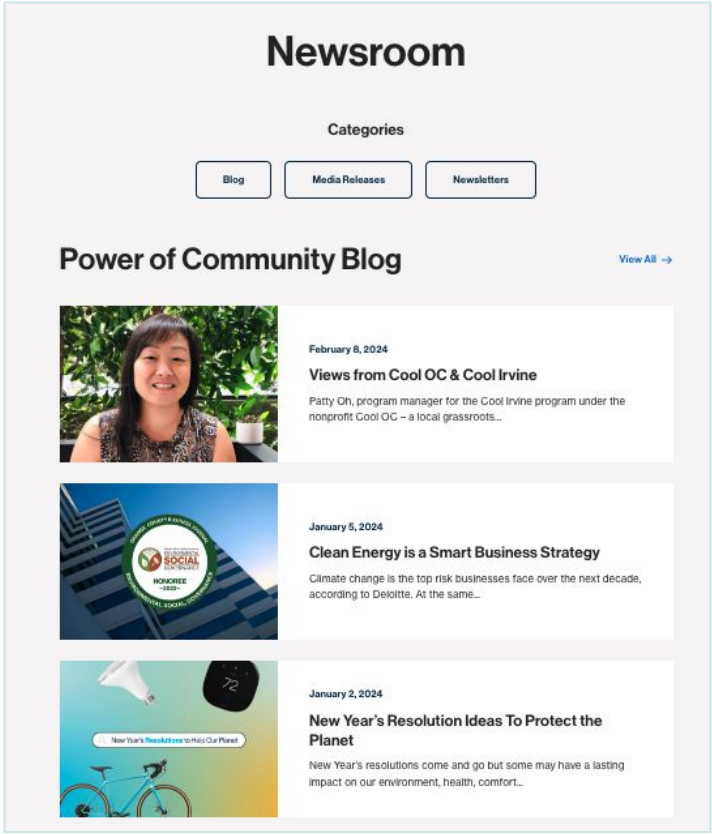
An 84-foot by 16-foot message spelling out "Climate Action Starts Here" in chalk sits at the Great Park to commemorate The Orange County Power Authority's first anniversary in Irvine, CA, on Wednesday, October 25, 2023. (Photo by Jeff Gritchen, Orange County Register/SCNG)

By BROOKE STAGGS | bstaggs@scng.com | Southern California News Group
PUBLISHED: November 3, 2023 at 7:00 a.m. | UPDATED: November 3, 2023 at 8:19 a.m.

Blog Content

Potential guest experts:

- Academics
- Climate Researchers
- Cleantech Business Leaders
- Building Electrification
- Youth and Education Climate Advocates
- Environmental Groups



ORANGE COUNTY POWER AUTHORITY

Video

Sustainably Speaking with Joe Mosca

Dr. Shahir Foud Masri, ScD, assistant specialist in air pollution exposure assessment and epidemiology at the UC Irvine Program in Public Health, where he conducts research on air pollution exposure modeling and climate change.

“OCPA Unplugged” Short-Form Video Series
Featuring OCPA Board members and staff answering frequently asked questions.



Awards

Opportunities include:

- Southern California Association of Governments Sustainability Awards (submitted, event is in May)
- Cal-CCA Climate Impact Awards (submitted, event is in May)
- Orange County Business Journal CFO of the Year (submitted event is in May)
- Irvine Chamber 40 Under 40 (event in September)
- Orange County Business Journal Women in Business (event in August)
- Orange County Business Council - Turning Red Tape into Red Carpet (Fall)
- Orange County Business Journal ESG Issue (due in September)

Huntington Beach Transition

OCPA customers in the City of Huntington Beach will be ending service in 2024 and returning to SCE for both the electric generation and distribution service. OCPA has already begun the various customer compliance communications.

Remaining Customer Mailings

- **NEM customers –** January 29, 2024 (60 days prior to their April transition) - Completed
- **Non-NEM customers –** April 2, 2024 (60 days prior to their June transition)

Website Updates


ORANGE COUNTY
POWER AUTHORITY
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ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.4

To: Orange County Power Authority Board of Directors

From: Nicholaus Norvell, Interim General Counsel

Approved By: Joe Mosca, Interim Chief Executive Officer

Subject: PUBLIC RECORDS ACT REPORT

Date: March 19, 2024

RECOMMENDATION

Receive and file.

BACKGROUND

As part of its February 2023 report, the State Auditor recommended that OCPA report to the Board of Directors no less than quarterly on: (1) the number of public records requests received, closed, and pending; (2) the average time OCPA took to respond to those requests; and (3) the reasons for withholding or redacting requested records, if applicable. A previous report was provided at the December 20, 2023 meeting, covering the period September 1, 2023 through December 14, 2023.

Below is a report covering the period from December 1, 2023 through March 14, 2024.

Requests Received	2
Requests Closed	2
Requests Pending	0
Determination or Extension Letters Provided within 10 Days	Yes
Average Calendar Days to Fully Complete Closed Requests	10.5
Public Records Act Exemptions Applied *(Citations to Government Code unless otherwise noted)*	• Records protected from disclosure under the attorney-client privilege (Evid. Code §§ 952, 954; Gov. Code § 7927.7053). • Records of pending litigation to which the agency is a party, until the litigation has been adjudicated or otherwise settled. (Gov. Code § 7927.2004.)

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.5

To: Orange County Power Authority Board of Directors

From: Saul Viramontes, Management Analyst

Approved By: Joe Mosca, Interim Chief Executive Officer

Subject: APPROVE AMENDMENT TO POLICY NO. 1, PROCUREMENT POLICY

Date: March 19, 2024

RECOMMENDED ACTION

Approve Amendment to Policy No. 1, Procurement Policy, including the addition of language for Regional Cooperative Agreements and the exception for insurance coverage.

OVERVIEW

In February the Orange County Power Authority (OCPA) entered into a lease agreement for new office space with a tentative move-in date in August. After exploring various options for buying furniture, including used retailers, staff recommends revising the current Procurement Policy to include language that allows OCPA to use Regional Cooperative Agreements (RCAs).

RCAs allow local government agencies to access cooperative purchasing for competitively solicited services. This request is consistent with other government agencies purchasing practices and will enable OCPA to purchase products and services at high-volume discounted prices. OCPA is planning on furnishing office space for over 25 staff, and being able to access RCAs established by other government agencies will create cost savings.

As part of general business operations, OCPA must purchase insurance policies, including commercial, liability, criminal, cyber security, workers comp, and directors and officers coverage; this process requires collecting many quotes and corresponding with insurance underwriters. The process requires industry knowledge and understanding of risk preferences for various carriers. As a result, brokers are often utilized to manage this process for customers. The broker is responsible for collecting multiple quotes for each insurance policy, presenting all quotes, making recommendations for carriers, and corresponding with underwriters to secure favorable terms.

Adding insurance coverage for OCPA as an exception for competitive procurement will enable OCPA to focus on selecting the most qualified broker to secure the best insurance package for OCPA. As part of the regular renewal process, staff will explore alternative options such as self-insurance pools, brokers with lower commission rates, and references from other CCAs.

FISCAL IMPACT

None

ATTACHMENTS

Attachment A – Proposed revision to Policy No. 1 - Procurement Policy (Approved 11.20.23)

Orange County Power Authority
Policy Number 001: Procurement Policy
Approved: 11/20/2023 | Revised: 03/19/2024

Purpose

It is in the interest of the Orange County Power Authority ("Authority") to establish administrative procurement practices that facilitate efficient business operations and provide fair compensation and local workforce opportunities whenever possible within a framework of high quality, competitive service offerings.

Policy

1. Procurement of Professional Services

   The Authority may contract for professional services, including, but not limited to, consultant, legal, or design services, in its sole discretion. The Authority shall procure professional services in compliance with the Competitive Procurement Requirements in Section 5 of this Policy. The Authority shall endeavor to secure the highest quality professional services available and is not required to award a contract for services to the lowest proposer.

2. Procurement of General Services

   The Authority may contract for general services, including, but not limited to, cleaning or maintenance services, in its sole discretion. Authority shall procure general services in compliance with the Competitive Procurement Requirements in Section 5 of this Policy. Although the Authority shall not be required to award to the lowest proposer, Authority staff shall seek to procure general services at the lowest costs.

3. Procurement of Supplies

   The Authority shall procure supplies in compliance with the Competitive Procurement Requirements in Section 5 of this Policy. Although the Authority shall not be required to award to the lowest proposer, Authority staff shall seek to purchase supplies at the lowest costs. The Authority is encouraged to jointly procure supplies with other governmental agencies to obtain the lowest cost when possible. In the event one or more Authority employees are designated as purchasing agents, those individuals shall be included in Authority's Conflict of Interest Code as persons who must file an annual statement of economic interest.

4. Procurement of Public Works Projects

   Authority shall comply with California Public Contract Code § 20160 *et seq.* and other applicable laws and regulations when procuring public projects in excess of $5,000. For purposes of this section, a "public project" shall have the same meaning as defined in Public Contract Code § 20160, and includes, among other things, projects for the erection, improvement, painting, or repair of public buildings and works.

5. Competitive Procurement Requirements

   a. *Formal Bidding.* Authority shall issue a request for proposals (RFP), a request for qualifications (RFQ), or similar competitive instrument for the purchase of goods or services or a combination of goods and services in excess of $100,000

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in any given contract year. Proposals shall be evaluated in accordance with Section 7 of this Policy. These contracts are subject to Board approval before final execution.

b. *Informal Bidding Procedures.*

i. For contracts valued between $50,000 and $99,999.99, staff shall solicit informal written proposals from at least three providers, if feasible. An informal written proposal consists of a written proposal that includes the provider's name, address, phone number, professional license number (if applicable), the work to be performed, and the amount of the proposal. A written proposal may be in an electronic format.

ii. For contracts valued between $10,000 and $49,999.99, staff shall solicit informal verbal proposals from at least three providers. Staff shall note the three verbal proposals by including the provider's name, address, phone number, and amount of the verbal proposal in Authority's records.

iii. For contracts valued at less than $10,000, no formal or informal proposals shall be required, but Authority staff is directed to seek the lowest cost supplies and the highest quality services available.

iv. The Chief Executive Officer ("CEO"), in his or her discretion, may direct that Authority to solicit competitive procurements through the formal bidding process for contracts under $100,000.

c. *General Provisions.* The provisions below shall apply to all methods of procurement described above.

i. A purchase requisition shall be completed for all contracts and purchases unless described in Section 5.d.

ii. When procuring goods and services utilizing state or federal funds (e.g., grant or loan funds), Authority shall comply with all state or federal project requirements in securing any goods or services necessary. If there is conflict between the foregoing, the more restrictive requirements shall apply.

iii. Authority shall not be required to award a contract to purchase goods or services from the lowest responsible bidder, unless required by California law.

iv. No Authority officer or employee shall split purchases into more than one purchase in order to avoid the Competitive Procurement Requirements in this Policy.

v. No Authority officer or employee shall accept, directly or indirectly, any gift, rebate, money or anything else of value from any person or entity if such gift, rebate, money or anything of value is intended to reward or be an inducement for conducting business, placing orders with, or otherwise using the officer's or employee's position to secure a contract with Authority.

vi. All thresholds in this policy apply to contract amendments.

vii. For purposes of contracting with professional employer organizations, employers of record, or similar entities for hiring of positions within the

CEO's hiring authority, the thresholds in this policy shall be determined based on the net cost to OCPA (e.g., not including employee salary, benefits, taxes, or other amounts typically paid for direct-hire employees).

viii. Staff shall perform evaluations of contractors' performance and include those evaluations in reports for the Board's review when requesting approval of new contracts or contract amendments with those contractors in amounts that exceed $100,000.

d. *Exceptions to Competitive Procurement Requirements*.

i. Based on the unique facts or circumstances described below and a written justification retained in Authority's records, the CEO, after consultation with the General Counsel, may waive one or more purchasing procedures in this Policy and/or use sole source procurement if the CEO determines that the best interests of Authority are served; provided, however, that such method is not in violation of applicable law or policy.

ii. Sole source purchasing is authorized when the goods or services contemplated are capable of being supplied or performed by a sole provider, such as the holder of an exclusive patent or franchise, for purchase of unique or innovative goods or services including but not limited to computer software and technology, or for purchases of goods or services when there is a demonstrated need for compatibility with an existing item or service. Sole source procurement may also be utilized when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of Authority to utilize sole source procurement. The following factors shall not apply to sole source procurements and shall not be included in the sole source justification: personal preference for product or vendor; cost, vendor performance, or local service (this may be considered an award factor in competitive procurements); features that exceed the minimum requirements for the goods or services; explanation of the actual need and basic use for the equipment, unless the information relates to a request for unique factors.

iii. No competitive procurement shall be required for goods or services valued at less than $10,000 in any one contract term or contract year.

iv. No competitive procurement shall be required for: Rent or lease of equipment; Utilities, where there is no reasonable basis for competitive procurement, including but not limited to telephonic communications, electric power, internet/cable, water, solid waste and debris collection (unless in relation to a construction project), and sewage; Tariffed costs and fees, including but not limited to SCE service fees and CAISO fees and costs, including OCPA's Estimated Aggregate Liability (EAL); Fees and taxes required by law; Routine office supplies; Insurance policies consistent with OCPA's approved benefits policy; Insurance coverage for OCPA that is provided by a self-insurance pool in which OCPA is a participant or insurance coverage obtained through an

insurance agency or broker on behalf of OCPA; Postage costs; Employee professional development expenses such as seminars, training, professional body license renewal; Refreshments, meals for meetings and events held for the purpose of conducting OCPA business.

v. Competitive procurement shall not be required when the contract, goods, or services are obtained through cooperative purchasing. "Cooperative purchasing" means the contract, goods, or services will: (1) be provided by another governmental agency; (2) be provided directly by a vendor at a price established by a competitive process administered by another public agency, provided that such agency's procurement is in compliance with applicable law; or (3) result from the Authority joining with other public agencies in national, statewide, or regional cooperative purchasing plans or programs, including but not limited to the California Communities Purchasing Program (CCPP), the California Department of General Services (CADGS), the California Multiple Award Schedule (CMAS) or similar arrangements or plans, provided that such procurement is in compliance with applicable law. The Authority may use cooperative purchasing where doing so has been determined to be in the Authority's best interest, either by the Board of Directors or CEO, as applicable based on the value of the contract, goods, or services.~~Competitive procurement shall not be required when the contract, goods or services will be provided by another governmental agency. Authority can rely on the competitive procurement process provided by another governmental agency, provided that such agency's procurement is in compliance with California law.~~

vi. In the event of an emergency situation, contracts with a not-to-exceed maximum dollar amount of: (i) $150,000 in the aggregate; or (ii) $500,000 in the aggregate with the prior written consent of the Chair of the Board of Directors shall not be subject to competitive procurement under this Policy. An "emergency situation" for purposes hereof is a situation creating an imminent danger to life or property or other material financial loss that calls for immediate action with inadequate time for prior Board approval. The CEO shall within thirty (30) days of the emergency, deliver a report to the Board of Directors explaining the necessity for the action, a listing of expenditures made under these emergency powers and any recommended future actions. The above provisions shall not apply to emergency "public projects" (as defined in Public Contract Code section 20160), which may be approved in accordance with the provisions of Public Contract Code sections 20168 and 22050.

6. Signing Authority:
Authority's CEO and designated staff are authorized to execute contracts and related documents in accordance with Authority's Delegated Contract Authority Policy.

7. RFP/RFQ Issuance and Proposal Evaluation
a. Proposals received through formal bidding procedures shall be subject to a set

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of criteria and a scoring system, reviewed and evaluated by relevant Authority staff and an evaluation committee selected by the CEO or, at the discretion of the Board, members of a designated Board committee. Proposals received shall be evaluated based on competency to perform the scope of work, best fit, price competitiveness, and other additional criteria added pursuant to any Authority workforce policy. The preferences below may not apply to procurements conducted jointly with other public agencies, and shall not apply when prohibited by state or federal statutes or regulations that require award to the lowest responsible bidder.

b. Authority is committed to the highest standards of responsible behavior and integrity in all of its business relationships. Authority will consider a company's business practices, environmental record, and commitment to fair employment practices and compensation in its procurement decisions.

8. Nondiscrimination Contract Clause

Each Authority contract and subcontract shall contain a nondiscrimination clause that reads substantially as follows:

Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

9. Procurement of Power and Energy Attributes

Authority must secure sufficient power resources and energy attributes to serve its customers, comply with State law, and meet Authority's and its member agencies' goals. Authority may adopt a Risk Management Policy authorizing certain Authority staff to enter into power purchase agreements and other agreements to secure power and energy attributes, provided that such agreements are in substantially the same form as the Board- approved master power purchase agreements, and that all transactions and agreements are in strict compliance with Authority's Risk Management Policy.

10. Review and Approval as to Form by General Counsel

All Authority agreements must be approved as to the form and content by the General Counsel, or designee, prior to signature by any authorized individual.

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ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.5

To: Orange County Power Authority Board of Directors

From: Gabriele Friedman, Senior Human Resources Analyst

Approved By: Joe Mosca, Interim Chief Executive Officer

Subject: AMENDMENTS TO PERSONNEL POLICIES MANUAL

Date: March 19, 2024

RECOMMENDED ACTION

Adopt sections 401.5, *Introductory Period* and 901.8.3 *Floating Holidays*, and revise section 605.2.2 *Cash Payment in Lieu of Health Insurance*, within the Orange County Power Authority (OCPA) Personnel Policies manual.

BACKGROUND

The Board adopted the current Personnel Policies on January 11, 2022. Staff proposes to amend three sections: (1) clarifying the language of OCPA's health insurance opt-out provision, (2) introducing a three-month introductory period for new employees, and (3) introducing two floating holidays.

ANALYSIS & DISCUSSION

Health Insurance Opt-out Language Clarification

Section 605.2.2 of OCPA's Personnel Policies Manual, *Cash Payment in Lieu of Health Insurance* currently states that employees who opt out of enrollment in OCPA's group health insurance plan will receive a monthly payment of $500 (subject to taxation as wages). Employees are eligible for the opt-out benefit when they forego medical insurance enrollment but may choose to enroll in vision and dental benefits. The proposed language will more accurately reflect agency practice by replacing the term "health insurance" with "medical insurance."

Proposed Amendment to Personnel Policies Manual Section 605.2.2:
Amend Section 605.2.2 titled *"Cash Payment in Lieu of Health Insurance,"* by replacing health insurance verbiage with language specifying medical insurance.

Establish a Three-month Introduction Period at the Time of Employment

Section 401 of OCPA's Personnel Policies Manual outlines rules pertaining to staff recruitment, selection, and appointment. OCPA has no established probationary period for evaluating new employees' performance. Probationary or introductory periods are often seen as an extension of the selection process. Establishing an initial three-month introductory period at the time of hire

will enable supervisory staff to closely observe a new employee's performance and determine if they can successfully perform the assigned duties. After the three-month introductory period concludes, a performance evaluation will be conducted, and, if satisfactory, the employee may continue in the assigned role. If not, employment may be severed, or the introductory period may be extended an additional three months if felt to be beneficial and by agreement of Human Resources and the Chief Executive Officer. Implementing the introductory period causes no change to an employee's at-will status.

Proposed Addition to Personnel Policies Manual Section 401:
Add Section 401.5 *"Introductory Period,"* to OCPA's Personnel Rules.

Remove Christmas Eve and New Year's Eve from Section 901.8 of the Personnel Rules and adopt Section 901.8.3 *Floating Holidays.*
It is proposed the existing holiday schedule of 12 paid holidays be revised. Under this proposal, the holiday schedule will include 10 paid established holidays plus 2 new paid "floating" holidays. Introducing floating holidays will enable staff members to supplement 10 paid holidays with 2 that may be more culturally significant or take them as personal days. This provides staff with more cultural inclusivity and flexibility.

Proposed Removal of Two Holidays in Section 901.8 and Addition of Two Floating Holidays to Section 901.8.3 of the Personnel Policies Manual:
Remove Christmas Eve and New Year's Eve from the current paid holiday schedule in Section 901.8 and add Section 901.8.3 titled *"Floating Holidays."*

FISCAL IMPACTS

None

ATTACHMENTS

Attachment A – HR Personnel Policies – March 19, 2024 (Redline)

ORANGE COUNTY POWER AUTHORITY

Personnel Policies

Adopted March 19, 2024 ~~December 14, 2021~~

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Welcome to the Orange County Power Authority

Dear Orange County Power Authority employee:

Congratulations on your employment with the Orange County Power Authority (OC Power)! We at OC Power share great pride and passion in the work we do, and we're glad you're joining us to help advance our mission for the benefit of our ratepayers, our environment, and our communities.

As an employee of OC Power, you are our most valuable resource. We are committed to fostering an open, cooperative and dynamic environment. It is our hope that you find OC Power a rewarding place to work.

Information regarding the procedures, practices, policies and benefits of OC Power is contained within this policy manual. We encourage you to read this manual carefully, and review it from time to time.

The Orange County Power Authority's policies may change at any time, and employees are expected to comply with the most current versions. You will be informed of any changes as they occur. If you would like further information or have questions about any of the information outlined in this manual, please feel free to reach out to me or your supervisor.

On behalf of the OC Power Board of Directors and staff, I extend a warm welcome as you join our team!

Sincerely,

Joseph Mosca~~Brian Probolsky~~
Interim Chief Executive Officer
ORANGE COUNTY POWER AUTHORITY

100 GENERAL INFORMATION

101 Effect and Applicability of Personnel Policies

These policies establish specific classification, compensation, and other procedures governing the Orange County Power Authority's ("OCPA") employees. This policy defines and describes the rights, privileges, benefits, and prohibitions which accrue to and are placed upon OCPA employees covered under this policy.

These Personnel Policies ("Policies") do not create any contract right, or any express or implied contract of employment. OCPA retains the full discretion to modify these Policies at any time in accordance with law.

Although employees should refer to this document for any questions regarding employment, it is not possible to anticipate every situation or question that might arise. This document is not an employee's only source of information on employment-related issues. Employees may have questions that the document does not answer. In those situations, employees should talk with a representative of Human Resources.

101.1 Applicability and Future Revisions: Authority's Discretion to Modify These Policies

Circumstances will require that the policies, rules, and benefits described in this document change from time to time. These policies may be reviewed and/or amended as necessary. OCPA will attempt to keep employees advised of any changes made to this document.

Nothing contained in this policy shall be deemed to prevent the Board from entering into written agreement(s) concerning the employment or separation from employment of any employee with whom the power of appointment or removal or the approval thereof is vested in the Board of Directors. In the event a conflict arises between any provision in such written employment or separation agreement approved by the Board of Directors and any provision of this policy, the said agreement shall prevail; otherwise, this policy shall be deemed applicable.

101.2 Employee Acceptance of Policies and Revisions to Policies

As a condition of employment, OCPA requires that each employee read and, if necessary, request clarification regarding these Policies. Each employee must sign a statement of receipt acknowledging that: a) they have received a copy, or have been provided access to the Policies; and b) they understand that they are responsible for reading and becoming familiar with the contents of the Policies and any subsequent revisions to the Policies.

102 Delegation of Authority

102.1 Delegation of Appointment and Personnel Action Authority to Chief Executive Officer

The Board delegates to the Chief Executive Officer the authority to authorize employment, establish job responsibilities, and perform other personnel actions as to all subordinate employees in accordance with all federal and state laws and regulations and these Policies. The Chief Executive Officer may delegate responsibility to appropriate staff members to perform personnel actions in accordance with this section.

103 Classification of Employees

Creation or deletion of a classification(s) or modifications to the salary schedule shall require Board approval.

103.1 At-Will Working Relationship

All employment with Orange County Power Authority is "at-will." "At-will" means that either OCPA or the employee may terminate the employment relationship at any time, with or without cause, and with or without notice. The Board of Directors shall have the sole authority to enter into representations or agreements that are inconsistent with the at-will status of any employees, including any agreement providing for employment for a specified period of time. Any such representation or agreement must be in writing and signed by a designee of the Board of Directors and the employee.

103.2 Exempt Employees

Upon hire, an employee's Federal Fair Labor Standards Act (FLSA) status will be designated as either "exempt" or "non-exempt." Exempt employees are those employees whose duties and responsibilities allow them to be "exempt" from overtime provisions as provided by the FLSA and any applicable state laws.

Exempt status applies to certain administrative, professional, and executive staff. Exempt employees qualify for exemption from overtime regulations under state and federal law and their salaries already consider that they may work long hours.

103.3 Non-Exempt Employees

"Non-Exempt" status applies to all other regular employees who primarily perform work that is subject to the overtime provisions of the (FLSA). Employees working in non-exempt positions are compensated for the actual amount of time spent on their job. Non-exempt California employees are eligible for overtime compensation after eight (8) hours worked in one (1) day or forty (40) hours worked in one (1) week, at one and one-half (1½) times their regular pay. (*See section 602.4.)*

No non-exempt employee shall receive overtime pay for the time spent outside normal work hours in attending meetings of any kind unless the employee's manager specifically requires the employee's attendance and the employee is otherwise eligible for overtime compensation.

103.4 Full-Time and Part-Time Employees

A full-time employee is one whose position is budgeted to work at least forty (40) hours per week. Full-time employees receive all benefits provided in these Policies. A part-time employee is one whose position is budgeted to work less than forty (40) hours per week. Part-time

employees may have different rights to leave and other benefits under the law or these Policies, depending on the number of hours they work.

103.5 Temporary Employees

Temporary employees are hired with the understanding that their employment will not continue beyond a stated date or beyond completion of a specified project or projects. Temporary employees will generally not be employed for more than one thousand (1,000) hours. Temporary employees are not eligible for benefits covered in this document, other than those required by law.

103.6 Interns

Interns are employees who are students gaining supervised practical experience in a professional field. Interns may be paid or unpaid but are not eligible for any benefits listed in this document other than those required by law.

200 EQUAL EMPLOYMENT OPPORTUNITY

201 Equal Employment Opportunity Policy

OCPA affords equal employment opportunity for all qualified employees and applicants as to all terms of employment, including compensation, hiring, training, promotion, transfer, discipline and termination. OCPA does not unlawfully discriminate on the basis of race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and religious grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity, gender expression (including transgender expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning, or is perceived to be transitioning), sex stereotyping, national origin, ancestry, citizenship, age (40 years and over), mental disability and physical disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves (requesting or approved), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by local, state or federal laws.

Any such discrimination is unlawful and all persons involved in the operations of OCPA are prohibited from engaging in this type of conduct. Employees or applicants who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report the conduct immediately by using the complaint procedures provided in these Policies, or by contacting the U.S. Equal Employment Opportunity Commission, or the California Department of Fair Employment and Housing. Contact information for both agencies can be found on the internet.

202 Policy Against Discrimination, Harassment and Retaliation; Complaint Procedure

202.1 Purpose

OCPA has a strong commitment to prohibiting and preventing discrimination, harassment and retaliation in the workplace. OCPA has zero tolerance for any conduct that violates this Policy.

Conduct need not arise to the level of a violation of state or federal law to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. This Policy establishes a complaint procedure for investigating and resolving internal complaints of discrimination, harassment and retaliation. OCPA encourages all covered individuals to report any conduct they believe violates this Policy as soon as possible. Any retaliation against an employee because they filed or supported a complaint or because they participated in the complaint resolution process is prohibited. Individuals found to have retaliated in violation of this Policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

202.2 Covered Individuals and Scope of Policy

This Policy is intended to protect all employees, regardless of rank or title, from bullying and unlawful harassment or discrimination. This Policy expressly includes and is intended to capture conduct directed by elected officials to OCPA employees. This Policy applies to all terms and

conditions of employment, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

202.3 Definitions

202.3.1 Protected Classification

This Policy prohibits harassment, discrimination or retaliation because of an individual's protected classification as set forth in the EEOC Policy in section 201, above. This Policy prohibits discrimination, harassment or retaliation because of: (1) an individual's protected classification; (2) the perception that an individual has a protected classification; or (3) the individual associates with a person who has or is perceived to have a protected classification.

202.3.2 Protected Activity

This Policy prohibits discrimination, harassment, or retaliation because of an individual's protected activity. Protected activity includes: (1) making a request for an accommodation for a disability; (2) making a request for accommodation for religious beliefs; (3) making a complaint under this Policy; (4) opposing violations of this Policy; or (5) participating in an investigation under this Policy.

202.3.3 Discrimination

This Policy prohibits treating covered individuals differently and adversely because of the individual's protected classification, whether actual or perceived; because the individual associates with a person who is member of a protected classification, whether actual or perceived; or because the individual participates in a protected activity as defined in this Policy.

202.4 Harassment

202.4.1 Sexual Harassment

Sexual harassment (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions, gender identity, gender expression, transgender status, those who are transitioning or have transitioned, sexual stereotypes, sexual orientation, and gender harassment) is defined as unwanted sexual advances, or visual, written, verbal or physical conduct of a sexual nature that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes harassment when:

1) submission to the conduct is made either an explicit or implicit condition of employment or promotion;
2) submission or rejection of the conduct is used as the basis for an employment decision; or
3) the unwelcomed comments or conduct based on sex unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Sexual harassment includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. Furthermore, sexually harassing conduct need not be motivated by sexual desire. The following is a partial list of violations:

- Unwanted sexual advances, propositions or requests for sexual favors;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;

- Visual conduct: leering, making sexual gestures, displaying of suggestive objects, posters, photographs, cartoons, or drawings;
- Verbal conduct: making or using derogatory comments, epithets, slurs, jokes, verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, foul or obscene language, conversation containing sexual comments;
- Written conduct: suggestive or obscene letters, emails, drawings, notes or invitations;
- Physical conduct: unwanted touching, assault, impeding or blocking movements, and violating someone's "personal space"; and
- Retaliation for reporting harassment or threatening to report harassment.

202.4.2 Other Types of Harassment

Harassment can take many forms beyond sexual harassment. Harassment on the basis of race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and religious grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity, gender expression (including transgender expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning, or is perceived to be transitioning), sex stereotyping, national origin, ancestry, citizenship, age (40 years and over), mental disability and physical disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves (requesting or approved), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by local, state or federal laws, is also prohibited and will not be tolerated by OCPA. Such harassment includes but is not limited to the following when based upon an employee's protected status as noted above:

- Verbal conduct such as making or using derogatory comments, epithets, slurs, jokes, or verbal abuse;
- Visual conduct such as gestures and displaying of objects, posters, photographs, cartoons, or drawings;
- Written conduct such as suggestive or obscene letters, emails, drawings, notes or invitations;
- Physical conduct such as assault, unwanted touching, or blocking normal movement, or violating someone's "personal space"; and
- Retaliation for reporting harassment or threatening to report harassment.

202.4.1 Guidelines for Identifying Harassment

Harassment includes any conduct that would be unwelcome or unwanted to an individual of the recipient's same protected classification. The following guidelines should be followed to determine if conduct is unwelcome or unwanted:

(a) It is no defense that the recipient "appears" to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized or subjected to retaliation.

(b) Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one has yet complained does not preclude someone from complaining if the conduct is repeated in the future.

(c) Even visual, verbal, or physical conduct between two people who appear to welcome the conduct can constitute harassment of a third person who witnesses the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.

(d) Conduct can constitute harassment even if the individual has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual would find it offensive (e.g., gifts, over-attention, endearing nicknames, hugs).

202.5 Retaliation

Retaliation occurs when an employer takes adverse conduct against a covered individual because of the individual's protected activity as defined in this Policy. "Adverse conduct" may include but is not limited to: (1) disciplinary action; (2) counseling; (3) taking sides because an individual has reported harassment or discrimination; (4) spreading rumors about a complainant or about someone who supports or assists the complainant; (5) shunning or avoiding an individual who reports harassment or discrimination; or (6) making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

202.6 Complaint Procedure

A covered individual who believes he or she has been subjected to discrimination, harassment or retaliation may make a complaint – orally or in writing – to any supervisor or manager, without regard to any chain of command. Any supervisory or management employee who receives a harassment complaint shall immediately notify the Chief Executive Officer. Upon receiving notification of a harassment complaint, the Chief Executive Officer will complete and/or delegate the following steps:

(a) Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with: (1) the complainant; (2) the accused; and (3) other persons who have relevant knowledge concerning the allegations in the complaint.

(b) Review the factual information gathered through the investigation to determine whether the alleged conduct violates the Policy, giving consideration to all factual information and the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incident(s) occurred.

(c) Report a summary of the determination as to whether this Policy has been violated to appropriate persons. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.

(d) If conduct in violation of this Policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.

(e) Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation.

If the Chief Executive Officer is accused of or a witness to the events at issue, then the Board of Directors will be responsible for initiating an investigation, delegating steps, and/or taking corrective action.

202.6.1 Option to Report to Outside Administrative Agencies

An individual has the option to report harassment, discrimination or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed on the Internet, in the government section of the telephone book or employees can check the posters that are located on OCPA bulletin boards for office locations and telephone numbers.

202.6.2 Confidentiality

OCPA will maintain confidentiality to the extent possible. Any supervisor or manager who is informed of a complaint of harassment, discrimination, and/or retaliation by an employee, or any other individual, must report said complaint to Chief Executive Officer immediately and must otherwise keep the matter confidential. The Chief Executive Officer must also keep the matter confidential and not disclose the matter to any person who does not have legitimate work-related reasons for knowing of the complaint. Any supervisor, manager who fails to comply with this paragraph will be subject to disciplinary action, up to and including termination of employment.

202.6.3 Conclusion of Investigation

At the conclusion of the timely investigation, if it is determined that prohibited harassment, discrimination, and/or retaliation has occurred, OCPA will take immediate and effective remedial action commensurate with the circumstances. Corrective action may include, for example: training, referral to counseling, or disciplinary action including, but not limited to, verbal or written warning, suspension, transfer, demotion, and termination of employment, depending on the circumstances. With regard to acts of harassment by clients or vendors, corrective action will be taken after consultation with the appropriate management personnel.

The employee who initiated the complaint will be notified when the investigation has been completed and will be informed of the general outcome of the investigation, i.e., whether the complaint has been substantiated or unsubstantiated. However, the employee is not entitled to know the corrective action, if any, imposed on the accused harasser as that information is protected by the accused harasser's right to privacy. Appropriate action will be taken to ensure the employee who has been found to have been harassed, discriminated, and/or retaliated against will not be harassed and/or retaliated against in the future, including but not limited to redistribution of this policy, training, transfer, etc.

202.6.4 Responsibilities and Proactive Approach

Each non-manager or non-supervisor is responsible for:

1. Treating all individuals in the workplace or on worksites with respect and consideration.
2. Modeling behavior that conforms to this Policy.

3. Participating in periodic training.
4. Cooperating with OCPA's investigations pursuant to this Policy by responding fully and truthfully to all questions posed during the investigation.
5. Taking no actions to influence any potential witness while the investigation is ongoing.
6. Reporting any act he or she believes in good faith constitutes harassment, discrimination or retaliation as defined in this Policy, to their immediate supervisor, or department head, or the Chief Executive Officer.

In addition to the responsibilities listed above, each manager and supervisor is responsible for:

1. Informing employees of this Policy.
2. Taking all steps necessary to prevent harassment, discrimination and, retaliation from occurring, including monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
3. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
4. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
5. Informing those who complain of harassment or discrimination of their option to contact the EEOC or DFEH regarding alleged Policy violations.
6. Assisting, advising, or consulting with employees and the Chief Executive Officer regarding this Policy.
7. Assisting in the investigation of complaints involving employee(s) in their departments and, when appropriate, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Policies, up to and including termination.
8. Implementing appropriate disciplinary and remedial actions.
9. Reporting potential violations of this Policy of which he or she becomes aware to the Chief Executive Officer, regardless of whether a complaint has been submitted.
10. Participating in periodic training and scheduling employees for training.

203 Reasonable Accommodation and Interactive Process

203.1 Reasonable Accommodation

Absent undue hardship or direct threats to the health and safety of employee(s), OCPA provides employment-related reasonable accommodations to:

(a) qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions;

(b) employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider;

(c) employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and

(d) employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement.

203.2 Supporting Documentation or Certification

203.2.1 Reasonable Medical Documentation of Disability

If the disability or the need for reasonable accommodation is not obvious, OCPA may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, OCPA will: (1) explain the insufficiency; (2) allow the employee or applicant to supplement the documentation; and (3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

203.2.2 Medical Certification Indicating the Need for a Reasonable Accommodation or Transfer due to Pregnancy or Related Conditions

If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, OCPA will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: (1) a description of the requested accommodation or transfer; (2) a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and (3) the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

203.2.3 Certification of Victim Status

An employee who is a victim of domestic violence, sexual assault or stalking who requests an accommodation to provide for their safety while at work must provide both of the following:

(a) A written statement signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is to address victim-safety concerns while at work; and

(b) A certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

203.3 Fitness for Duty Examinations

203.3.1 Applicants

After OCPA extends a conditional offer of employment to an applicant, OCPA may require the applicant to submit to a fitness for duty examination that is job-related, necessary for efficient operations of OCPA, and required of all applicants for the job classification. OCPA will notify an applicant or employee who is required to pass a medical examination of their right to obtain a second opinion at their expense and that they may submit such second opinions to OCPA for consideration.

203.3.2 Current Employee

An employee may be required to submit to a fitness for duty examination to determine if the employee has a disability and is able to perform the essential functions of their job when there is significant evidence that:

(a) the employee's ability to perform one or more essential functions of their job has declined; or

(b) could cause a reasonable person to question whether an employee is still capable of performing one or more of their essential job duties, or is still capable of performing those duties in a manner that does not harm themselves or others.

203.3.3 Role of Health Care Provider

OCPA may request the applicant's or employee's health care provider to conduct a fitness for duty exam on the applicant or employee, or may request an OCPA-selected health care provider to do so at OCPA**'**s expense. OCPA will allow an employee paid time off to attend the exam. OCPA will provide the heath care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the job. The examination will be limited to determining whether the applicant or employee can perform the essential functions of their position and any work restrictions and/or functional limitations that apply to the applicant or employee. The health care provider will examine the employee and provide OCPA with non-confidential information regarding whether:

(a) The applicant or employee has a disability within the meaning of the California Fair Employment and Housing Act;

(b) The applicant or employee is fit to perform essential job functions;

(c) Workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations;

(d) There are any reasonable accommodations that would enable the employee to perform essential job functions; and

(e) The employee's continued employment poses a threat to the health and safety of themselves or others.

Should the health care provider exceed the scope of OCPA's request and provide confidential health information, without valid consent of the applicant or employee, OCPA will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that OCPA has requested.

203.3.4 Authorization for Use of Medical Information

During the course of a fitness for duty examination, OCPA will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

203.3.5 Medical Information from the Employee or Applicant

If an employee or applicant submits medical information to OCPA from their own health care provider, OCPA will not forward that information to the health care provider who conducted the examination for OCPA, without the employee's or applicant's written authorization. Upon receipt

of the written authorization, OCPA will request an OCPA-paid health care provider to determine whether the information alters the original fitness for duty assessment.

203.4 Interactive Process

203.4.1 When to Initiate the Interactive Process

OCPA will initiate the interactive process when:

(a) An applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s);

(b) OCPA otherwise becomes aware of the need for an accommodation through a third party (e.g., a doctor's note requesting an accommodation), or by observation of the employee's work;

(c) OCPA becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation;

(d) An employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider;

(e) An employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave;

(f) An employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for their safety at work;

(g) An employee requests an accommodation to address a conflict between religious belief, observance or practice and any employment requirement; or

(h) An employer is aware of the need for a reasonable accommodation for an employee's or applicant's religious beliefs, observance or practices.

203.4.2 Interactive Communication

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, OCPA will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and their designated representative (if any). The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations. All communications will be documented by OCPA in writing.

203.4.3 Determination

After the interactive process communications, OCPA will review the information received, and determine: whether all available information has been reviewed; whether all potential accommodations that the applicant or employee has suggested have been considered; whether additional discussions with the applicant or employee would be helpful; whether the applicant's or employee's preferences have been taken into account; if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions



without harming themselves or others; and if the accommodations would pose an undue hardship to OCPA, in its sole discretion. An applicant or employee will be informed of OCPA's determination in writing.

203.5 Access to Medical Information Regarding Fitness for Duty

Medical records and information regarding fitness for duty, or the need for an accommodation, will be maintained separately from non-medical records and information. Medical records and information regarding fitness for duty and the need for accommodation will be accessible only by the Chief Executive Officer or their designee, OCPA's legal counsel, first aid and safety personnel in case of emergency, and supervisors who are responsible for identifying reasonable accommodations. Medical records and information contained therein may be released pursuant to state and federal law.

204 Whistleblower Protection

204.1 Policy

OCPA prohibits all of the following:

(a) Taking any retaliatory adverse employment action against an employee because the employee has or is believed to have disclosed information to any government or law enforcement agency, including to OCPA, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation;

(b) Preventing an employee from disclosing information to a government agency, including to OCPA, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation;

(c) Retaliating against an employee for refusing to participate in any activity that would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation; and

(d) Retaliating against an employee because the employee's family member has, or is perceived to have engaged in any of the protected activities listed in (a)-(c) above.

204.2 Policy Coverage

This Policy governs and protects Authority officials, officers, employees**,** or applicants for employment.

204.3 Definitions

(a) "Protected activity" includes any of the following:

1) Filing a complaint with a federal or state enforcement or administrative agency that discloses any information that the employee has reasonable cause to believe violates state or federal law or a violation or noncompliance with a local, state, or federal rule or regulation;
2) Participating in or cooperating in good faith with a local, federal or state enforcement agency that is conducting an investigation into alleged unlawful activity;
3) Testifying in good faith and with reasonable cause as a party, witness, or accused individual alleged unlawful activity;

4) Associating with another covered individual who is engaged in any of the protected activities enumerated here;
5) Making or filing in good faith and with reasonable cause an internal complaint with OCPA regarding alleged unlawful activity;
6) Providing informal notice to OCPA regarding alleged unlawful activity;
7) Calling a governmental agency's "Whistleblower hotline" in good faith;
8) Filing a written complaint under penalty of perjury that OCPA has engaged in gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety; and
9) Refusing to participate in any activity that the employee reasonably believes would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation.

(b) "Adverse action" may include, but is not limited to, any of the following:

1) Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of actual or potential protected activity;
2) Refusing to hire an individual because of actual or potential protected activity;
3) Denying promotion to an individual because of actual or potential protected activity;
4) Taking any form of disciplinary action because of actual or potential protected activity;
5) Altering work schedules or work assignments because of actual or potential protected activity;
6) Condoning hostility and criticism of co-workers and third parties because of actual or protected activity;
7) Spreading rumors about a person because of that person's actual or perceived protected activity; and
8) Shunning or unreasonably avoiding a person because of that person's actual or perceived protected activity.

204.4 Complaint Procedure

An applicant or employee, who feels they have been retaliated against in violation of this Policy should immediately report the conduct according to the complaint procedure in OCPA's Policy Against Discrimination, Harassment or Retaliation so that the complaint can be resolved fairly and quickly. Supervisors and managers have the same responsibilities as defined in the Policy Against Discrimination, Harassment or Retaliation.

300 CLASSIFICATION POLICIES

301 Classification Plan

301.1 Classification Plan

The Chief Executive Officer, or their designee, shall ascertain and record the duties and responsibilities of all positions and, after consulting with the Board, shall recommend a classification plan ("plan") including job descriptions for such positions. The plan and any revisions thereof shall become effective upon approval of the Board.

Following the approval of the classification plan, the Chief Executive Officer shall allocate every position to one of the classifications established by the plan.

When a new position is created, such position may not be filled until the classification plan has been amended to provide for the new position.

Classification specifications are intended to be descriptive and explanatory of the kind of work performed by all employees in the classification.

A job class may contain one or more positions. Creation or deletion of classification(s) or modifications to the salary schedule shall require Board approval, and all classification specification changes must be reviewed by the supervisor of the position prior to approval. All employees having supervisory and/or managerial responsibilities shall have access to the current classification specifications for their own position, and any position they supervise or manage.

301.2 Reclassification

The Chief Executive Officer, or their designee, may initiate a job audit to determine whether the duties of a position have changed to such an extent that they necessitate reclassification of the position from the existing classification to a more appropriate classification. Upon completion of the job audit, the Chief Executive Officer shall make a recommendation regarding reclassification to the Board.

400 RECRUITMENT, SELECTION, AND APPOINTMENT

401 Recruitment, Selection and Appointment Policy

The Chief Executive Officer, or their designee, is the only authorized employee to conduct recruitments and make job offers on behalf of OCPA. With the exception of OCPA Counsel, the Chief Executive Officer shall have OCPA to appoint, remove, promote and demote any employees of OCPA.

The Chief Executive Officer, or their designee, will consult with operating departments on the specifics of each recruitment, including but not limited to: the type of recruitment; content of the job announcement; desired qualifications; and the structure and content of the recruitment process.

The Chief Executive Officer shall advise the Board of any reorganization of offices, positions, departments or units under their direction as may be indicated in the interest of efficient, effective and economical conduct of OCPA's business, subject to the Board's budget authority.

401.1 Job Announcement

The Chief Executive Officer, or their designee, will prepare a job announcement to announce a proposed recruitment. The announcement may be posted on OCPA's website and other locations OCPA deems appropriate, depending upon whether the recruitment is open to the public or current employees only.

The announcement will include the title for the position, and brief description of the essential job duties of the position. It will also include the minimum qualifications, the last date that OCPA will accept applications, any pertinent information regarding selection and any medical or drug testing to be performed following a conditional job offer. OCPA may include any other information determined to be of value at its discretion.

401.2 Application Forms

Job applications shall require information describing an individual's training, experience, and other pertinent information as deemed necessary to assess qualifications for the job. Applicants may be required to provide supplementary information, including but not limited to: answers to job-related questions, resume, licenses, certifications, diplomas, letters of recommendation and references. All applications must be completed in full and signed, physically or electronically, by the person applying. The Chief Executive Officer or their designee will not process any application which is not fully completed and signed. Should an applicant be appointed to a position, the supplemental information shall become a part of the individual's permanent employment records.

401.3 Disqualification of Applications

The Chief Executive Officer or their designee may reject any application which is not properly completed or incomplete, received after the application deadline, or indicates that the applicant does not meet the minimum qualifications for the position. Whenever an application is rejected, notice of such rejection shall be mailed or emailed to the applicant.

401.3.1 Criminal Conviction Check

After OCPA makes a conditional offer of employment, the Chief Executive Officer, or their designee, may then request information about criminal convictions, except for misdemeanor marijuana-related convictions that are over two years old, or convictions that have been judicially sealed, eradicated, or expunged. Unless required by law, OCPA will not deny employment to any applicant solely because he or she has been convicted of a crime. OCPA may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position.

401.4 Appointments

The Chief Executive Officer, or their designee, will make all appointments except for those classifications that report to the governing body. The Chief Executive Officer, or designee, has discretion to decide in what manner a vacancy shall be filled. Vacancies may be filled by reinstatement, promotion, transfer, demotion, or appointment of temporary employees. The Board will make appointments for those classifications that report to it.

401.4.1 Promotional Appointments

An employee who receives a promotion to a higher-level classification shall be provided an increase to their current base rate of pay at the time of promotion.

401.4.2 Grant-Funded and Limited-Term Positions

Appointments to certain grant-funded and/or limited-term positions as designated by the Chief Executive Officer may be made by the Chief Executive Officer or their designee.

401.5 Introductory Period

401.5.1 Objective of Introductory Period

The Introductory Period shall be regarded as a part of the selection process and shall be used for closely observing the employee's work, to determine if the employee can successfully perform the assigned duties of the employee's position and the CPA's rules and policies, and to help ensure the employee effectively adjusts to the employee's position.

401.5.2 Introductory Period

All full-time and part-time employee positions shall be subject to an Introductory Period of three months, unless the employee is notified in writing of an extension in accordance with 401.5.3 of this section.

401.5.3 Extension of Introductory Period

Written notice shall be provided as soon as reasonably possible to the employee if an Introductory Period is to be extended. The Introductory Period, upon approval of Human Resources may be extended by the Chief Executive Officer up to a maximum of six (6) months, before expiration of the initial three (3) month period. In addition, the use of any leave of absence in excess of fifteen (15) days shall cause the employee's Introductory Period to be extended automatically by the length of the leave(s) of absence. Advance written notice that the Introductory Period is being extended and the length of the extension shall be provided to the employee.

401.5.4 Rejection of Employee on Introductory Period

During the initial Introductory Period, an employee may be terminated at any time, with or without cause, and with or without advance notice. Notification of termination will be served on the employee. The employee will have no right of appeal of the employee's failure to complete the Introductory Period or of the decision to terminate employment.

500 EMPLOYMENT OF RELATIVES OR SPOUSES/DOMESTIC PARTNERS

501 Employment of Relatives, Spouses/Domestic Partners

501.1 Policy

OCPA regulates the employment and placement of relatives, spouses/domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision, and morale.

501.2 Definitions

"Relative" means child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.

"Spouse" means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law.

"Supervisory relationship" means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to their Authority appointment.

501.3 Employment of Relatives

OCPA will not appoint, promote or transfer a person to a position within the same work division in which the person's relative already holds a position, if any of the following would result in:

(a) A direct or indirect supervisory relationship between the relatives;

(b) The two employees having job duties which require performance of shared duties on the same or related work assignment;

(c) Both employees having the same supervisor; or

(d) A potential for creating an adverse impact on supervision, safety, security, morale or efficiency.

501.4 Spouses/Domestic Partners

OCPA will not appoint, promote, or transfer a person, to the same department, division, or facility in which the person's spouse or registered domestic partner already holds a position, if such employment would result in any of the following:

(a) One spouse/domestic partner being under the direct supervision of the other spouse or domestic partner; or

(b) Potential conflicts of interest or hazards for married persons or those in domestic partnerships which are greater than for those who are not married or in domestic partnerships.

501.5 Applicant Disclosures

Each applicant is required to disclose the identity of any relative who is a current employee of

OCPA. An applicant's failure to disclose a relative who is an employee may result in rejection of the applicant or future disciplinary action against the applicant after employment, up to and including termination of employment for cause.

An applicant for a position who has a relative employed by OCPA may not be denied the right to file an application for employment and to complete background checks. If the applicant successfully completes all pre-hire conditions, then he or she may be employed in a department, division, or office in which a member of his or her family member is not employed, subject to this policy. Such employment may be denied if employment would potentially create a conflict of interest or would have a potentially adverse impact on morale, supervision, or safety, even where a direct reporting relationship is not involved. Applicants who are family members of members of the Board of Directors or the Chief Executive Officer are presumed to have a conflict of interest regardless of the position for which the applicant applied.

501.6 Marriage/Domestic Partnership After Employment

Transfer: If two OCPA employees later become spouses/domestic partners, the Chief Executive Officer or their designee shall have discretion to transfer one of the employees to a similar position in another work division, if such a position is available that will cure the actual or potential conflict of interest. Although the wishes of the two employees will be considered, the Chief Executive Officer, or designee, retains sole discretion to determine which employee will be transferred based upon OCPA needs for supervision, safety, security or morale. Any such transfer that results in a salary reduction is not disciplinary or retaliatory.

Separation: In the event two employees of OCPA decide to marry, and there is no transfer that would resolve an actual or potential conflict of interest as determined by the Chief Executive Officer or their designee, as the case may be, in their sole discretion, then, the employees shall be given the opportunity to determine which of them shall voluntarily resign. If the employees are unable to or fail to choose which employee will resign, then the Chief Executive Officer or their designee will so choose and their decision will be final and binding.

600 COMPENSATION AND PAYROLL PRACTICES

601 Work Schedules and Attendance

601.1 Work Schedules

OCPA's normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Individual work schedules may vary or change depending upon assignment and operational needs, and approval of an employee's supervisor, the Chief Executive Officer or their designee.

601.2 Meal and Rest Periods for Non-Exempt Employees

California law requires that each non-exempt employee be given at least a 30-minute lunch break each day, and that this break begins within the first five hours of the workday. Accordingly, taking a duty-free lunch period of at least 30 minutes is mandatory. If an employee works more than 10 hours, they are entitled to a second, unpaid meal period of at least 30 minutes. Depending on the circumstances, the employee may be able to waive their second meal period if they took the first one.

Employees will be provided one 30-minute lunch each day, to be taken approximately in the middle of the workday. However, under special circumstances an employee may be granted permission by their supervisor to extend their lunch break. All meal periods must be recorded on employee time cards.

An employee is allowed one ten-minute rest period for every four hours of work or major portion thereof. While there is no set schedule for breaks, an employee is able to take restroom breaks and get refreshments as desired.

If, at any time, an employee is unable to take a lunch break and/or rest period because of workload, they should immediately inform their supervisor so that appropriate arrangements can be made.

Employees are expected to observe their assigned working hours and the time allowed for meal and rest periods.

602 Payment of Wages

602.1 Work Week

The Fair Labor Standards Act (FLSA) requires designation of an employer's workweek. In accordance with this requirement, OCPA's workweek is designated as beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

602.2 Payroll Cycles

Paydays are the 5th and the 20th of the month. OCPA offers a direct deposit option. There are 24 pay periods in a year. The workday (a 24-hour, consecutive period) begins at 12:00 a.m. and ends at 11:59 pm. If a regular payday falls on a weekend or holiday, employees will be paid on the first day of work prior to the regularly scheduled payday.

Employees must review their own paychecks for errors. Employees finding a mistake on a paycheck should report it to his or her supervisor as soon as possible. Employees

are prohibited from making changes to another employee's time card for any reason, and employees who engage in editing, modifying, or changing another employee's timecard may be subject to discipline up to and including the termination of employment.

602.3 Payroll deductions, wage attachments and garnishments

OCPA makes certain deductions from every employee's paycheck. Among these are applicable federal, state, and local income taxes and Medicare taxes. Additionally, employer-paid term life insurance premiums in excess of $50,000 coverage are considered a taxable benefit to the employee.

By law, OCPA is also required to honor legal attachments and garnishments of an employee's wages or salaries and will withhold the specified amount to satisfy the terms of the attachment.

602.4 Overtime provisions for Non-Exempt Employees

Overtime is all hours a non-exempt employee actually works over 40 hours in their designated work week. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating overtime pay; paid leave will not be counted. Non-exempt employees who are directed to work overtime must do so.

602.4.1 Prior Approval Required for Overtime

Non-exempt employees are not permitted to work overtime except as directed and authorized by their supervisor, or in case of emergency, as determined by OCPA. Working overtime without prior authorization or approval is grounds for discipline. In emergency situations that necessitate working overtime, the employee must notify a supervisor as soon as possible, and in no event later than the end of that day upon which the emergency occurred. If the supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working. Failure to follow these overtime approval procedures may subject the employee to disciplinary action, up to and including termination, for violating overtime approval procedures.

602.4.2 Payment of Overtime

OCPA provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law:

- All hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek will be treated as overtime.
- One and one-half (1 ½) times regular rate of pay for hours worked in excess of a normal work period, which is forty (40) hours for the workweek, or in excess of eight (8) hours and not more than twelve (12) hours for the workday, and for the first eight (8) hours on the seventh consecutive day of work in one (1) workweek.
- Two (2) times your regular rate of pay for hours worked in excess of twelve (12) hours in one (1) workday and/or in excess of eight (8) hours on the seventh consecutive workday in the same work week.

602.5 Accurate Time Reporting

All employees must accurately report all work time to the nearest five minutes.

602.6 No Volunteering of Work Time

All time spent for the benefit of OCPA must be reported as hours worked on time records so that the employee is paid for all work. Non-exempt employees may not "volunteer" work time to perform duties that are the same or similar as their stated or regular job duties. Employees have

no authorization to work without compensation. No supervisor has authority to request non-exempt employees to volunteer work time.

602.7 Compensatory Time Off

An overtime-eligible employee may opt to accrue compensatory time-off (CTO) in lieu of cash payment for overtime worked if their supervisor agrees prior to overtime work being performed, and the employee has made the request for CTO in lieu of overtime in writing.

1. **Accrual Rate:** CTO accrues at the rate of 1 ½ hours for each hour, or fraction thereof, worked after 40 hours of actual work within the employee's designated work week. Time in paid leave status does not count toward CTO. CTO cannot be accumulated in excess of 80 hours at any given time.
2. **Employee Request to Use CTO:** OCPA will grant an employee's request to use accumulated CTO provided that: 1) the department can accommodate the use of CTO on the day requested without undue disruption to department operations; and 2) the employee makes the request in writing to the supervisor no later than five days prior to the date requested. If the employee does not provide five days' notice, or if the department cannot accommodate the time off without undue disruption, OCPA will provide the employee the opportunity to cash out the amount of CTO requested at the end of the current pay period.
3. **Authority Cash Out:** OCPA reserves the right to cash out accumulated CTO at any time.
4. **Value of CTO Cash Out:** During employment, CTO is cashed out at the employee's current regular rate of pay (including all applicable salary differentials and special pays). Employees separating from OCPA service shall be compensated for all accrued, unused CTO at their current regular rate of pay.

603 Work Hour Deviations

603.1 Advance Request to Deviate from Regular Work Hours

A non-exempt employee is required to seek advance permission from their supervisor for any foreseeable absence or deviation from regular working, break, or meal times.

603.2 Notification of Unforeseen Late Arrival or Absence

A non-exempt employee who is unexpectedly unable to report for work as scheduled must notify their immediate supervisor no later than the beginning of the employee's scheduled work time and report the expected time of arrival or absence. If the immediate supervisor is not available, the employee must notify the Chief Executive Officer, or their designee.

603.3 Unauthorized Absence is Prohibited

Arriving late to work or leaving early in connection with scheduled work times, breaks, or meal periods is prohibited, absent authorization. A non-exempt employee who fails to timely notify the supervisor of any absences as required by this Policy, or who is not present and ready to work during scheduled work times will be deemed to have an unauthorized tardy or absence and will not receive compensation for the period of absence.

603.4 Excessive Tardiness/Absenteeism and Abuse of Leave

Excessive tardiness occurs when a non-exempt employee who, without authorization, is late to work or late to return from breaks more than three times during any 30-day period. Excessive absenteeism occurs when the number of unapproved absences for reasons that are not

permitted by state or federal law, exceeds three days in any three-month period. Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination.

Abuse of leave is a claim of entitlement to leave when the employee does not meet the requirements for taking the leave, and may be grounds for discipline, up to and including termination. Should OCPA suspect that there is an abuse of leave by an employee, OCPA may require that the employee submit a physician's certificate to support the absence.

604 Time for Lactation

604.1 Lactation Break Time and Location

OCPA will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee.

Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances. Break time for a nonexempt employee that does not run concurrently with rest time already authorized for the employee is unpaid. However, if the employee performs any work during such break, she must accurately record all time worked and OCPA will compensate her for such time.

OCPA will provide a room or other appropriate location in close proximity to the employee's worksite, that is not in a bathroom, to express milk in private. The room or location will meet the following requirements:

- Be shielded from view and free from intrusion while being used to express milk;
- Be safe, clean, and free of hazardous materials;
- Contain a surface on which to place a breast pump and personal items;
- Contain a place to sit; and
- Have access to electricity needed to operate an electric battery-powered breast pump.

An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.

In addition, OCPA will provide access to a sink with running water and a refrigerator suitable for storing milk (or other cooling device suitable for storing milk) in close proximity to an employee's workspace. No expressed milk shall be stored at OCPA beyond the employee's work day/shift, and all expressed milk should be clearly labeled.

In the event that more than one employee needs use of the lactation room, OCPA will discuss alternative options with the employees to determine what arrangement addresses their needs, such as finding an alternative space or creating a schedule for such use.

Employees who are nursing have a right to request a lactation accommodation. Such requests may be made verbally or in writing, should indicate the need for an accommodation in order to



express breastmilk at work, and should be directed to the Chief Executive Officer, or their designee. OCPA shall respond to such requests in a reasonable manner, not exceeding five business days. If OCPA cannot provide break time, location, or other reasonable accommodations in accordance with this policy, it will inform the requesting employee in writing. Because lactation accommodation needs may change over time, employees may request changes to existing accommodations by a written request to the Chief Executive Officer, or their designee, that describes the nature of the change that is requested.

OCPA prohibits any form of retaliation or discrimination against an employee for exercising or attempting to exercise any rights provided under the above policies. Any such conduct or violations of the above-referenced policies should be reported to the Chief Executive Officer or his designee. Employees also have the right to file a complaint with the California Labor Commissioner for violation of a lactation accommodation right described in the policy above.

605 Benefits

OCPA has developed and invested in a comprehensive employee benefits program. The benefits program consists of programs that may include retirement, health, dental, and vision coverage, and life insurance. Eligibility to participate in these programs is determined by employee classification, length of continued service with OCPA or by law. OCPA reserves the right to change or eliminate any benefit program at any time that is not required by law.

Information describing employee benefits will be provided upon joining the benefits plan. During any leave of absence such as personal leave, Workers' Compensation leave or other disability leave, health benefits will continue through the end of the month. For the duration of any pregnancy disability leave of absence, or New Parent Leave, health and life insurance benefits will be continued for the duration of leave. For more information regarding eligibility, contributions, benefits, and tax status, contact the Chief Executive Officer, or designee. All eligible participants will receive a summary plan description.

605.1 Retirement Benefits

605.1.1 Deferred Compensation Plans

OCPA shall establish a 401(a) defined contribution retirement plan. OCPA shall pay a matching contribution of ten percent (10%) to each employee's mandatory contribution in lieu of Social Security taxes, fully vested from date of hire.

Employees may elect to participate in a 457(b) deferred compensation retirement plan. Employees may participate optionally and participants contribute tax-deferred salary deductions in a participant-directed account. Contributions are limited to an annual maximum dollar amount, as established under the Internal Revenue Code (IRC). OCPA's employer contribution to the 457(b) plan shall match the employee's voluntary contribution, up to a maximum of four percent (4%) of base salary.

605.2 Health and Wellness Benefits

605.2.1 Medical, Dental, and Vision Insurance

OCPA shall provide employees covered by this policy an option to enroll in an employer-sponsored group health insurance plan. Covered employees will have the option of enrolling themselves and their eligible dependents into OCPA's group health insurance plan as approved by the Board. Employees become eligible for coverage on the first (1st) day of the month

following one (1) complete calendar month after hire date. OCPA shall contribute 95% of the health insurance premium for the Kaiser HMO 15 medical plan, HMO dental plan and VSP Option 5 vision plan with the employee contributing the remainder of the total premium cost. Employees who select a higher cost health insurance option, either PPO or HMO, cover the cost difference.

605.2.2 Cash Payment in Lieu of ~~Health~~ Medical Insurance

Employees who opt out of enrollment in OCPA's ~~group health~~ medical insurance plan, ~~in lieu of the above health plan allowance~~, receive $500 monthly in cash (subject to taxation as wages) added to their paycheck. In order for an employee to be permitted to opt out of OCPA's ~~group health~~medical insurance plan coverage, they must submit proof of comparable coverage by another source.

605.2.3 Flexible Spending Account

OCPA will make available the option for full-time employees covered under this policy to participate in a Flexible Spending Account (FSA) to use a pre-tax payroll deduction to pay for eligible medical and dependent care expenses per Internal Revenue Code Sections 125 and 129.

C-level executives will receive an employer-paid FSA contribution of $200 per month.

605.2.4 Wellness Reimbursement

OCPA will reimburse employees up to $1,000 per year for qualified health and wellness expenses, including fitness expenses (such as class or program fees, or equipment).

605.2.5 Employee Assistance Program (EAP)

OCPA provides employer-paid confidential counseling and work/life services assistance for employees and eligible dependents.

605.3 Life Insurance and Disability

605.3.1 Life Insurance

Employees covered by this Policy shall be provided a basic group term life insurance policy in the amount of $200,000.

This insurance is payable in the event of your death, in accordance with the policy, while you are insured. You may change your beneficiary whenever you wish by submitting the appropriate documents to Human Resources. Refer to the literature provided by our insurance provider for details on your life insurance coverage.

605.3.2 Short-term Disability Insurance

Each employee contributes a percentage of his or her pay up to a maximum amount determined by the State of California for State Disability Insurance (SDI) coverage. This is an employee-only contribution.

This insurance provides low-cost disability protection if illness or injury not caused by the job prevents an employee from working. Paid Family Leave provides income if an employee is unable to work due to the need to care for a qualified family member or to bond with a new child.

No action will be taken against any employee in any manner for requesting or taking any time off

as provided in the document or for testifying in a disability proceeding. Employees must file a

claim with the California Employment Development Department to receive any payment from SDI.

605.3.3 Long-term Disability Insurance

OCPA provides an employer-subsidized private long-term disability plan for employees. The benefit is up to 60% of monthly earnings subject to terms of long-term disability insurance carrier and cap based on salary.

605.4 Allowances

605.4.1 Automobile Allowance

C-level executives shall receive a gross monthly automobile allowance of five hundred dollars ($500) per month. This taxable allowance is intended to be in lieu of reimbursement on an itemized basis for mileage, gas, maintenance of a vehicle, etc. Employees who receive an automobile allowance shall not be separately reimbursed for mileage driven in their personal vehicle.

605.4.2 Technology Allowance

Exempt employees shall receive a $100 monthly taxable technology allowance to use toward their personal discretionary technological purchases and expenses in furtherance of employment (e.g., mobile phone, tablet, data plan, laptop computer). This taxable allowance is intended to cover all technology-related costs that Employee incurs in the course and scope of employment with OCPA.

605.5 Workers' Compensation

OCPA provides workers' compensation insurance benefits to all employees who experience an injury or illness that arises out of the course and scope of employment. Workers' compensation insurance provides six basic benefits: medical care, temporary disability benefits, permanent disability benefits, supplemental job displacement benefits or vocational rehabilitation, and death benefits. Entitlement to workers' compensation benefits is controlled by applicable law, and as detailed in the company's Work-Related Accident and Injury Policy, employees are required to immediately report all work-related accidents, injuries and illnesses.

All work-related accidents, injuries or illnesses involving employees, even those that are not serious, must be immediately reported to their supervisor. Employees who experience a work-related accident, illness or injury will be required to complete the appropriate forms (DWC-1) and cooperate with OCPA in complying with its recording, reporting and investigation obligations.

If the work-related accident, injury or illness results in the employee being placed on a leave of absence, OCPA's various leave policies will apply to that absence. OCPA strives to bring employees back to work as soon as possible following a work-related accident, injury or illness. Thus, while employees are on a leave of absence, they should stay in contact with their supervisor regarding their expected return to work.

Pursuant to OCPA's Disability and Reasonable Accommodation Policy, when requested, OCPA will provide a reasonable accommodation for any known physical or mental disability of a qualified individual, provided the requested accommodation does not create an undue hardship on OCPA or pose a direct threat to the health or safety of others in the workplace or of the

requesting employee. Once OCPA is aware of the need for an accommodation, OCPA will engage with the employee in an interactive process to identify possible accommodations.

OCPA or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of voluntary participation in any off-duty recreational, social, or athletic activity that is not part of work-related duties.

605.6 COBRA

The Consolidated Omnibus Budget Act ("COBRA") allows employees and dependents to continue health insurance coverage under EBCE's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee or the beneficiary pays the full cost of coverage at EBCE's group rates (100%), plus an administrative fee. If a "qualifying event" occurs, employees and/or dependents(s) will be provided with a written notice which contains important information about rights and obligations.

605.7 Unemployment Compensation

OCPA contributes annually to the California Unemployment Insurance Fund on behalf of employees.

700 PERFORMANCE EVALUATION POLICIES

701 Performance Evaluations

701.1 Performance Evaluations

OCPA encourages open dialogue between an employee and their supervisor on an informal, regular basis. This type of regular interaction increases job satisfaction for both the employee and OCPA. It is not necessary or recommended that employees wait until a formal performance appraisal period to discuss job performance. Employees are encouraged to freely ask their supervisor for feedback when desired.

Formal performance evaluations will be conducted annually or with greater frequency, dependent on length of service, job position, past performance, changes in job duties, or recurring performance problems. After the review, the employee will be asked to sign the evaluation report to acknowledge that it has been presented to them and discussed with them by their supervisor, and that they are aware of its contents. The Chief Executive Officer, or their designee, will review and approve all performance evaluations prior to inclusion in an employee's personnel file.

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of OCPA and depend upon many factors in addition to performance. Wage and salary increases are based on merit alone, and not length of service. Compensation reviews do not necessarily mean that a salary increase will be given.

701.2 Performance Evaluation Meeting

The supervisor will meet with the employee to discuss the evaluation. The employee shall sign the evaluation to acknowledge its contents and that they have met with their supervisor to discuss the evaluation. The employee's signature shall not mean that they endorse the contents of the evaluation.

701.3 No Appeal Right

An employee does not have the right to appeal or submit a grievance regarding any matter relating to the content of a performance evaluation. Instead, the employee may comment on the evaluation in a written statement which will then be placed with the evaluation in the employee's personnel file. The written statement must be submitted within 10 days after the employee receives the evaluation.

800 STANDARDS OF CONDUCT

801 Professional Business Conduct and Ethics

By accepting employment, individuals have a responsibility to OCPA and their fellow employees to adhere to certain codes of behavior and conduct. The purpose of these rules is not to restrict or impair any right to free speech, but rather to be certain that a common understanding exists as to what OCPA considers acceptable and unacceptable conduct. It is intended that the following rules of conduct will assist in creating a positive, productive workplace and serve the best interests of OCPA.

Obvious examples of unacceptable activities are noted below; this list is not exhaustive. Other policies in this document, such as Section 1206*, Policy Against Violence in the Workplace* and Section 200, subsection 202*, Policy Against Discrimination, Harassment and Retaliation*, address unacceptable and criminal behavior as well. Violations of these policies are subject to disciplinary action up to and including termination as outlined in Section 1101 *Causes for Discipline*.

Employees are asked to keep in mind, at all times, the value of professional conduct and give proper regard to the welfare and rights of co-workers. Occurrences violating this section may result in disciplinary action up to and including immediate suspension or termination:

Unacceptable Activities:

1. Falsification of timekeeping records.
2. Dishonesty; falsification or misrepresentation on an application for employment or other work records; lying about sick or personal leave; falsifying reasons for a leave of absence or other data requested by OCPA; alteration of OCPA records or other OCPA documents.
3. Theft or inappropriate removal or possession of OCPA property or the property of fellow employees.
4. Boisterous or disruptive activity in the workplace.
5. Negligence or any careless action leading to damage of OCPA-owned or customer-owned property or which endangers the life or safety of another person.
6. Obscene or abusive language toward any supervisor, employee, customer, or member of the public; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on OCPA premises.
7. Insubordination or other disrespectful conduct; refusing to obey instructions properly issued by a supervisor pertaining to an employee's work; refusal to assist on a special assignment.
8. Violation of security or safety rules or failure to observe safety rules and/or practices; failure to wear required safety equipment; tampering with OCPA equipment or safety equipment.
9. Creating or contributing to unsanitary conditions.
10. Smoking in prohibited areas.
11. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
12. Unauthorized absence from work station during the workday; sleeping or loitering during working hours.
13. Originating, spreading, and taking part in malicious gossip or false rumors about employees of OCPA.

14. Unauthorized disclosure of confidential information; giving confidential or proprietary information to competitors or other organizations or to unauthorized OCPA employees; breach of confidentiality of personnel or OCPA information.
15. Violation of OCPA rules or policies; any action that is detrimental to OCPA's efforts to operate successfully.
16. Unsatisfactory or careless work; failure to meet production or quality standards as explained to an employee by their supervisor.
17. Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on OCPA premises.
18. Conducting a lottery or gambling on OCPA property.
19. Failure to immediately report any damage or accident involving OCPA equipment and vehicles.
20. Failure or refusal to comply with the work schedule, including mandatory overtime.

801.1 Customer and Public Relations

The success of OCPA depends upon the quality of the relationships between OCPA, its employees, customers, suppliers and the general public. Customers' impression of OCPA and their interest and willingness to do business with OCPA is formed by how they are served. Employees are considered ambassadors of OCPA. The more goodwill employees promote, the more customers will respect and appreciate the services OCPA provides.

The following actions are encouraged and considered representative of the level of customer relations service expected of Authority employees:

1. Customers are to be treated courteously and given proper attention at all times. Customers' questions or concerns are never to be considered an interruption or an annoyance. Customer inquiries, whether in person or by telephone, must be addressed promptly and professionally.
2. Telephone callers are never to be placed on hold for an extended period of time. Calls are to be directed to the appropriate person and assurance is to be made that the call was received.
3. Employees are expected to act competently and deal with customers in a courteous and respectful manner. If unable to help a customer, employees are expected to assist in finding an employee who can.
4. All correspondence and documents are to be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates commitment to those encountered during the course of business activities.
5. If a problem develops with a customer, or if a customer is experiencing a level of dissatisfaction an individual e0mployee is unable to resolve, requesting a supervisor to intervene is required.

801.2 Media Contact

OCPA designates individuals as contacts for OCPA and only those individuals may comment on Authority policy, or on behalf of OCPA. Employees who are contacted by a news organization for an OCPA statement on any matter are expected to direct media inquiries to a supervisor.

801.3 Social Media Guidelines

Various forms of communication occur through social media, such as Facebook, Twitter, LinkedIn, Reddit, Yelp, Instagram, Snapchat, blogs, media sharing and multimedia host sites

such as YouTube. Employees should keep in mind that social media sites do not provide a private setting. Employees who communicate information through social media therefore must not expect that such information is private.

Employees must remember that all existing policies apply to information disseminated through social media. These guidelines are intended to help employees understand some of the unintended outcomes of sharing information through social media.

801.4 Confidentiality

Employees are responsible for safeguarding confidential information obtained during thier employment with OCPA. Additionally, customers, employees and vendors entrust OCPA with important information related to businesses or personal information. The nature of this relationship requires maintenance of confidentiality.

It is an employee's responsibility to maintain strict confidentiality where personal, proprietary, or sensitive business information is concerned, unless it is necessary to do so in the performance of duties. Such confidential information includes, but is not limited to, the following examples:

- Customer lists and customer history
- Pending projects and proposals
- Marketing strategies
- Compensation data
- Budget information
- Periodic business reports and summaries
- Bid proposals and contract negotiations
- Statistical data
- Research and development programs
- Mergers/dissolutions
- Employee data
- Financial information
- Pricing information
- Passwords
- Business plans

Disclosure of confidential information may lead to disciplinary action, up to and including termination, as well as other possible legal action.

900 LEAVES OF ABSENCE

901 Paid Time Off (PTO) and Holidays

Each provision in this Section shall apply to all OCPA positions unless covered by alternate means.

901.1 Paid Time Off (PTO) Eligibility

Paid Time Off (PTO) is an all-purpose time-off policy for eligible employees to use for vacation, personal business, sick leave, the diagnosis, care, treatment of an existing health condition or preventative care of an employee, family member or for employees who are victims of domestic violence, sexual assault or stalking to seek aid, treatment, or related assistance. A “family member” for these purposes is defined as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild and sibling. Regular full-time employees are eligible to earn and use PTO as described in this policy.

PTO begins accruing upon your date of hire. Employees may begin using PTO as it is accrued.

901.2 Accrual of PTO

All full-time employees scheduled 40 hours per week are eligible to accrue PTO per pay period. Regular, full-time employees scheduled to work 40 hours per week accrue at least 180 hours per year, or 7.5 hours of PTO per pay period in their first year of employment. Full-time employees scheduled less than 40 hours per week will accrue PTO on a pro-rata basis on the number of hours scheduled. After your first anniversary, and thereafter until your 10th year of employment, you will receive an additional eight (8) hours per year which will accrue at an additional rate of .33 hours per pay period.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when you start to earn PTO. You will not earn PTO while you are out on a leave of absence, except to the extent you use PTO to cover your leave period. Employees accrue PTO hours on PTO hours used. Therefore, your benefit year may be extended if you go out on a leave of absence other than a military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Part-time and temporary employees, as well as paid interns, will be granted 24 hours of PTO upon hire and on January 1st of each year thereafter. Part-time and temporary employees, as well as paid interns, may begin using PTO upon completion of 30 days worked for OCPA.

901.2.1 Maximum PTO Accrual

Employee can accumulate PTO up to a balance of twice the annual PTO for which they are entitled. Once that limit is reached, employees will no longer accrue PTO unless and until some PTO is used. Accrued PTO carries over into the next calendar year.

901.3 Scheduling of PTO

All requests for time off (PTO or unpaid) shall be submitted to the employee's immediate supervisor or manager with as much advance notice as possible.

PTO can be used in minimum increments of one (1) hour for non-exempt employees.

Exempt employees may use PTO in ½ day (four hour) increments. Exempt employees may be required to use PTO for partial day absences in increments of 4 hours or greater, when the employee is absent for personal reasons and is unavailable for work.

Authority to approve the request is at the sole discretion of the requesting employee's immediate supervisor based on the nature of the request and the operational demands of the department.

If you have an unexpected need to be absent from work you should notify your direct supervisor before the scheduled start of your workday, if possible. Your direct supervisor must also be contacted on each additional day of unexpected absence.

To schedule planned PTO, you need to request advance approval from your supervisor. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Employees will request advance approval from their supervisor if they need to cancel or adjust any previously approved PTO. Example: an employee received approval for eight hours of PTO time. A change in plans requires the employee to cancel the request for PTO and work a regular eight hours or a half day of four hours. The employee will inform the supervisor in writing and, if approved, the previously approved. PTO will be voided or reduced, based on the new request.

901.4 Payment of PTO

PTO is paid at your base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses.

A paid absence is counted as hours worked for the purposes of computing a 40-hour week but is not counted as a basis for computing overtime.

PTO will be used to supplement any payments that you are eligible to receive from disability insurance or workers' compensation. The combination of any such disability payments and PTO cannot exceed your normal weekly earnings. All accrued, unused PTO will be paid at the termination of employment.

901.5 PTO for Sick Leave

Because OCPA's PTO plan provides for accrual that is as or more generous than California's sick leave law, OCPA is not required to have a separate sick leave accrual plan. Employees may use PTO for sick leave for their own serious health condition or for the health condition of a family member as defined above or for time off in connection with obtaining relief if the employee is a victim of domestic violence, sexual assault, or stalking. Employees may designate up to one-half of their accrued PTO as "Kin Care" for these purposes. Employees will not be subject to discipline for designating time as Kin Care.

901.6 PTO Buyback Provision

On or before the pay period which includes December 20 of each calendar year, an employee may make an irrevocable election to cash out up to 50% of accrued PTO leave (in whole hour increments). The employee will receive full value for the amount of PTO leave the employee irrevocably elected to cash out.

901.7 Unused PTO Leave Upon Separation

Upon termination of employment, employees are paid at their regular rate of pay for unused PTO that has been earned through your last day of work.

901.8 Holidays

901.8.1 Observed Holidays

The recognized holidays to be observed by OCPA in each calendar year shall be as follows:

- New Year's Day (January 1st)
- Martin Luther King Jr. Day (third Monday in January)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (first Monday in September)
- Veterans Day (November 11th)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving
- ~~Christmas Eve (December 24th)~~
- Christmas Day (December 25th)
- ~~New Year's Eve (December 31st)~~

Unless otherwise determined by OCPA, the actual dates for each of the foregoing holidays shall occur on the dates set by applicable state and federal statutes.

If any of the foregoing holidays falls on a Sunday, the following Monday shall be considered the holiday. If any of the foregoing holidays falls on a Saturday, the preceding Friday shall be considered the holiday, unless this too is a holiday, then the holiday shall be one day sooner.

901.8.2 Holiday Closure

Additionally, offices will remain closed December 26 through January 1, unless a supervisor specifically requires an employee to work.

901.8.3 Floating Holidays

To offer flexibility and cultural inclusivity, employees have two "floating" holidays to be used to celebrate holidays not currently offered. These may be taken as personal days if desired.

901.9 Pay for Holidays

Employees shall be paid for the number of hours the employee was scheduled to work had it not been a holiday. In order to receive compensation for holidays as provided herein, an employee must be on paid status for all of the regularly assigned work schedule immediately prior to and following the holiday. For the purposes of this section, an employee who is absent on paid time off leave shall be deemed to be employed at such time.

If a holiday falls on an employee's regularly scheduled time off, the employee may take the holiday on another day during the workweek with prior approval of their supervisor. If an

employee is on Industrial Injury Leave during the holiday, it shall not be counted as both Industrial Injury Leave and holiday.

901.10 Effect of Holiday on PTO

If one or more holidays falls within a PTO leave that an employee is taking, such holiday shall not be charged as PTO leave.

902 Family and Medical Care Leaves

902.1 Leave Pursuant to Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA")

OCPA provides family and medical care leave for eligible employees as required by State and federal law. Unless otherwise stated in this Policy, "Leave" means leave pursuant to the FMLA and CFRA. Unless otherwise provided by law, OCPA will run each employee's FMLA and CFRA leave usage concurrently.

902.2 Leave Entitlements and Duration

Eligible employees are entitled to take up to 12 weeks of leave in a 12-month period under the CFRA and up to 12 weeks per calendar year of FMLA. In most cases, FMLA leave due to pregnancy, childbirth or a related medical condition and Pregnancy Disability Leave ("PDL") run concurrently (see, section 903, below). PDL of up to four months is provided to an employee who is actually disabled due to pregnancy. However, pregnancy related disability is specifically excluded as a reason for CFRA leave and therefore leave under PDL and leave under CFRA are separate and distinct entitlements and do not run concurrently. An employee disabled due to pregnancy may take up to four months of PDL leave, and, if eligible may be entitled to an additional 12 weeks of CFRA leave to care for a child after the birth. The maximum possible combined leave for both PDL leave and CFRA leave for the reason of the birth of a child is four months and 12 workweeks. Employees may also take intermittent leave to care for themselves or to care for a family member with a serious health condition.

There is no minimum amount of leave that must be taken for either FMLA or CFRA leave. If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two weeks duration on any two occasions.

902.3 Definitions Under FMLA and CFRA

(a) *12-month Period:* OCPA uses a twelve (12) month period measured forward method of determining the timeframe in which this leave may occur. This is defined as a 12-month period which begins on the first day the eligible employee takes leave under FMLA and ends 12 months after that date. For example, if John begins leave on November 1, 2021, then his 12-month period is measured from November 1, 2021, to October 31, 2022.

(b) *Family Member:* Family member for FMLA leave means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence, .a parent which means a biological, adoptive, step or foster father or mother, or any other individual who

stood in loco parentis to the employee when the employee was a son or daughter, and spouse, which means a husband, wife, or other person as recognized under State law for the state in which the marriage was entered into or, if the marriage was not entered into in any state, then the place in which the marriage was entered into; . “Family member” for CFRA leave means an employee’s minor children, dependent adult children, the children of a domestic partner, parents, spouse, domestic partner, grandchildren, grandparents, and siblings.

(c) *Serious Health Condition*: An illness, injury impairment, or physical or mental condition that involves:
1. Inpatient Care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider;
2. Any period of incapacity due to pregnancy or for prenatal care. Note that pregnancy is a “serious health condition” only under the FMLA. Under California law, an employee disabled by pregnancy is entitled to pregnancy leave. (*See* Policy 905, Leave Because of Pregnancy, Childbirth, or Related Medical Condition.);
3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by health care provider.

(d) Health Care Provider means:
1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of California or another state or jurisdiction;
2. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
3. Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
4. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
5. Any health care provider from whom an employer or group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

902.4 Reasons for Leave

Leave is only permitted for the reasons listed below.

(a) The birth of a child or to care for a newborn of an employee;

(b) The placement of a child with an employee in connection with the adoption or foster care of a child;

(c) Leave to care for a child, parent, or spouse, who has a serious health condition;

(d) Under the CFRA only, leave is permitted to care for a domestic partner, grandparent, grandchild, or sibling who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will run concurrently with leave used under the FMLA;

(e) Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of their position;

(f) Leave for a variety of "qualifying exigencies" arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation;

(g) Under the CFRA only, leave for a variety of "qualifying exigencies" arising out of the fact that an employee's domestic partner is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not be run concurrently with leave usage under the FMLA; or

(h) Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered servicemember of the U.S. Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty, or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period.

902.5 Eligibility

An employee is eligible for leave if:

(a) The employee has been employed by OCPA for at least 12 months; and

(b) The employee has been employed by OCPA for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and

(c) For FMLA leave eligibility, OCPA must directly employ at least 50 full or part-time employees within a 75-mile radius for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year. The workweeks do not have to be consecutive. The phrase "current or preceding calendar year" refers to the calendar year in which the employee requests the leave or the calendar year preceding this request. This criteria is not required and does not apply in order for an employee to be eligible for CFRA leave.

902.6 Employee Benefits While on Leave

Leave under this Policy is unpaid. While on unpaid leave, employees will continue to be covered by OCPA's group health insurance for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will continue up to four months each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, OCPA will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks).



While on unpaid leave, employees will continue to be covered by OCPA's benefits plans that are not part of its group health plan for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job.

Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using their paid leave) or direct payments (if the employee is not using their paid leave).

902.7.1 Employee Must Use Paid Leave When Using FMLA/CFRA Leave

Employees must use and exhaust their accrued leaves concurrently with family and medical care leave to the same extent that employees have the right to use their accrued leaves with two exceptions:

(a) Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit; and

(b) An employee must agree to use accrued sick leave to care for a child, parent, spouse, domestic partner, grandparent, grandchild, or sibling.

902.7.2 Authority's Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves

If an employee takes a leave of absence for any purpose which also qualifies under the FMLA and/or CFRA, OCPA will designate that leave as running concurrently with the employee's 12-week FMLA and/or CFRA leave entitlement.

902.7 Medical Certification/Recertification

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

(a) Employee's Own Serious Health Condition: Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position. Upon expiration of the time period, which the health care provider originally estimated the employee needed for their own serious health condition, the employee must obtain recertification if additional leave is requested.

(b) Family Member Serious Health Condition: Employees who request leave to care for a child, parent, domestic partner, spouse, grandparent, grandchild, or sibling who has a serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, spouse, grandparent, grandchild, or sibling and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, domestic partner, spouse, grandparent, grandchild, or sibling. The term "warrants the

participation of the employee" includes, but is not limited to, providing psychological comfort, arranging third party care for the covered family member, and directly providing or participating in the medical care. Upon expiration of the time period which the health care provider originally estimated the employee needed for their family member's serious health condition, the employee must obtain recertification if additional leave is requested.

(c) When an employee has provided at least 30 days' notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to OCPA within the time frame requested by OCPA (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

(d) Certifications must be complete and provide sufficient information to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If the certification is incomplete or insufficient, the Chief Executive Officer, or their designee, will give the employee written notice of the deficiencies and seven days to cure, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies.

(e) If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established in this Policy, OCPA may delay the taking of FMLA/CFRA leave until required certification is provided, or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification.

902.8 Employee Notice of Leave

Although OCPA recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much verbal or written notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that they will need leave in the future, but does not know the exact day(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform their supervisor as soon as possible that such leave will be needed. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

902.9 Reinstatement Upon Return from Leave

(a) Reinstatement to Same or Equivalent Position: Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

(b) Date of Reinstatement: If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the



reinstatement date differs from the original agreement of the employee and OCPA, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of their readiness to return.

(c) Employees may be required to periodically report on their status and intent to return to work: This will avoid any delays to reinstatement when the employee is ready to return.

(d) Fitness for Duty Certification: As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform their job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

902.10 Required Forms

Employees must complete the applicable forms to receive family and medical care leave. The forms may be found in the administrative offices of OCPA.

903 Leave Because of Pregnancy, Childbirth, or Related Medical Condition

903.1 Amount of Leave

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for up to the number of hours she would normally work within four calendar months (one-third of a year or 17 1/3 weeks). For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hours per week multiplied by 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata amount of leave equivalent to their average hours worked per week multiplied by 17 1/3.

There is no qualification period for pregnancy disability leave.

903.2 Notice and Certification Requirements

Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. All leaves must be confirmed in writing and be supported by a written certification from the attending physician stating that:

(a) The employee is disabled from working by pregnancy, childbirth or a related medical condition;

(b) The date on which the employee became disabled by pregnancy, childbirth or a related medical condition;

(c) The estimated duration or end date of the leave.

903.3 Compensation During Leave

Pregnancy disability leave is unpaid unless the employee elects to use accrued PTO or CTO.

903.4 Benefits During Leave

Group Health Insurance: An employee on pregnancy disability leave may continue to receive any group health insurance coverage that was provided before her leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. OCPA may recover premiums it paid to maintain health coverage if an employee does not return to work following pregnancy disability leave.

PTO Leave: PTO leave does not accrue while an employee is on unpaid pregnancy disability leave.

903.5 Reinstatement

Upon the conclusion of pregnancy leave, the employee will be reinstated to her original or a comparable position, so long as it was not eliminated for a legitimate business reason during the leave. If the employee's original position is no longer available, the employee will be assigned to a comparable, open position.

If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, OCPA will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Policies. (*See* Reasonable Accommodation and Interactive Process.)

904 Other Leaves

904.1 Executive Leave

Effective the pay period which includes January 1 of each year, C-level executive employees shall receive an Executive Leave benefit of eighty (80) hours per year. Such leave shall be available for employees to use from the beginning of the first pay period beginning in the calendar year through the end of the last pay period beginning in the calendar year. Such hours shall not accrue from year to year. This leave has no cash value and cannot be cashed out. If, at the end of the calendar year, the employee has any of this leave on the books, with the pay period including January 1, they will be provided with whatever amount of leave is necessary to bring their bank up to 80 hours. Newly hired or newly promoted C-level executives who are exempt from FLSA overtime will receive a prorated amount of executive leave for the year in which they are hired.

904.2 Jury Duty Leave/Subpoenaed Leave or Court Ordered Witness Leave

Any employee who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify their supervisor or department head as soon as possible. Any employee who is released from jury service prior to the end of their scheduled work hours must report to work unless otherwise authorized by their supervisor. Paid jury duty is limited to a maximum of 80 hours in a calendar year. If an employee, despite reporting the limit to the Court, is required to serve beyond 80 hours they can request the Chief Executive Officer or their designee to approve an exception to the limit on paid Jury Duty Leave.

904.2.1 Non-exempt Employees

All non-exempt employees will be paid for actual work hours missed because of time spent in jury service or court (up to 80 hours unless otherwise approved)**.** The time spent on jury duty is not work time for purposes of calculating overtime compensation. OCPA will offset from pay the amount the employee receives from the Court for jury fees.

904.2.2 Exempt Employees

All FLSA-exempt employees will continue to receive their normal salary (up to 80 hours unless otherwise approved) while on jury duty or as serving as a witness only for any workweek in which they perform any work duties. OCPA will offset the amount from pay the employee receives from the Court for jury fees.

904.3 Other Court or Administrative Proceeding Appearances

904.3.1 Regarding OCPA Duties

Any employee who is subpoenaed to appear in court in a matter regarding an event or transaction that occurred in the course of their job duties must give their supervisor as much advance notice as possible. OCPA will determine whether the matter involves an event or transaction that occurred in the course of the employee's job duties. If so, time spent to appear in court will be without loss of compensation, and the time spent will be considered work time. OCPA will offset the amount from pay the employee receives for witness fees.

904.3.2 Regarding Employee-Initiated Proceedings

Any employee who is required to appear in court because of civil or administrative proceedings that they initiated is not entitled to receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay, or may use accrued PTO for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

904.3.3 Regarding Crime Victim/Victim Family Member Court Attendance Leave

Any employee who is a victim of a crime that is a serious or violent felony, or a felony involving theft or embezzlement, may take leave from work to attend judicial proceedings related to that crime, if the employee provides OCPA a copy of the notice of the scheduled proceeding in advance. If advance notice is not feasible, then the employee must provide OCPA, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court / governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner, the child of the registered domestic partner, spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use PTO, or CTO.

904.3.4 Regarding Crime Victim/Family Member Victim's Rights Proceedings Leaves

Any employee who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A) (domestic violence, sexual assault or stalking) may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the employer reasonable advance notice. If advance notice is not feasible, then the employee must provide OCPA, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is

entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use PTO or CTO.

904.4 Leave for Victim of Domestic Violence, Sexual Assault, or Stalking to Obtain Restraining Orders or Injunctive Relief

Any employee who is a victim of domestic violence, sexual assault or stalking may take leave from work to obtain or attempt to obtain any relief, including, but not limited to a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or their child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use accrued PTO or CTO.

904.4.1 Leave for Victim of Domestic Violence, Sexual Assault, or Stalking to Obtain Medical Attention or Counseling or Safety Planning

Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to OCPA within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use accrued PTO or CTO.

904.5 Bereavement Leave

Employees shall receive up to forty (40) paid hours in any one instance for absence necessitated by the death of immediate family members. Such leave shall not be accrued from year to year. The immediate family shall be defined to mean father, father in-law, mother, mother in-law, stepparent, brother, stepbrother, sister, stepsister, wife, husband, registered domestic partner (as defined by California Family Code section 297), child, stepchild, grandparent, grandparents' in-law, grandchild, legal guardian, or other individuals whose relationship to the employee is that of a dependent, or a person who stood *in loco parentis* (in place of a parent) to the employee.

904.6 Military Leave

Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the department head with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the department head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.



904.7 School or Licensed Daycare Activity Leave

Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, shall be allowed up to 40 hours each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee must provide reasonable advance notice to their supervisor of the planned absence. The leave is unpaid unless the employee elects to use accrued PTO or CTO. The employee must provide documentation from the school or licensed child care facility as verification that the employee participated in school or child care facility activities on a specific date and at a particular time.

904.8 Paid Administrative Leave

OCPA has the right to place an employee on leave with full pay for non-disciplinary reasons at any time when the Chief Executive Officer, or their designee, has determined that the employee's and/or OCPA's best interests warrant the leave.

904.9 Leave of Absence Without Pay Must Be Authorized by Law or These Policies

Unless authorized by law or an OCPA policy, an employee is not entitled to a leave of absence without pay. An authorized leave of absence without pay is not a break in service for purposes of calculating seniority. Unless required by law, PTO, increases in salary, all other paid leaves, holidays and fringe benefits and other similar benefits do not accrue to an employee on unpaid leave. Unless required by law, OCPA will not maintain contributions toward group insurance or retirement coverage for the employee on such leave. During the period of authorized unpaid leave, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

904.10 Industrial Injury Leave

Employees who are absent from work by reason of an injury or illness covered by workers' compensation shall continue in pay status under the provisions of this Section.

904.10.1 Coordination of Benefits

When the employee authorizes, the difference between the amount granted pursuant to such workers' compensation and the employee's regular pay will be deducted from the employee's accumulated PTO, if any. The employee will continue in pay status and receive their pay until their accumulated PTO and CTO have been depleted.

904.10.2 Accrual of PTO Leave Continues While on Paid Leave

During the time the employee is in fully paid status while absent from work by reason of injury or illness covered by workers' compensation, he or she shall continue to accrue PTO as though he or she were not on leave of absence.

904.10.3 Unpaid Leave and Continuation of Health Care Benefits

Any employee subject to this Policy who depletes their accumulated PTO or CTO while absent from work by reason of an injury or illness covered by workers' compensation may receive an unpaid leave of absence and continuation of health care benefits consistent with state and/or federal law.

904.11 Time Off to Vote

Any employee who does not have sufficient time outside of working hours to vote may request up to two hours of paid leave either at the beginning or end of scheduled working hours to enable them to vote. The employee must request time off to vote from their supervisor at least two days prior to election day.

904.12 Alcohol and Drug Rehabilitation Leave

OCPA provides an unpaid leave to assist employees who recognize that they have a problem with alcohol or drugs that may interfere with their ability to safely and competently perform their job. If an employee recognizes a problem with alcohol and/or drugs and decides to enroll voluntarily in a rehabilitation program the employee will be given unpaid time off. Employees are eligible to request this leave after 90 days of continuous employment. The leave is unpaid unless the employee elects to use PTO or CTO.

For the duration of the absence, health and life insurance benefits ordinarily provided by OCPA, and for which an employee would be otherwise eligible, will be continued for a maximum period of 12 weeks from the start of the leave. During this time, the employee will be required to contribute their portion of the premium on the same basis as would have been required during active work status, including payment of any premium for elected dependent coverages.

Beyond this coverage period, if an employee must remain on leave and wishes to continue these benefits, they may do so by electing to continue the benefit through COBRA provisions, and by paying the applicable premiums.

904.13 Bone Marrow and Organ Donation Leave

Employees who have been employed for at least 90 days and who are donating an organ may take a paid leave of absence not exceeding 30 business days (which may be taken in one or more periods) in any 12-month period. Employees who are donating their bone marrow to another person may take a paid leave of absence not exceeding 5 business days (which may be taken in one or more periods) in any 12-month period. An additional unpaid leave of up to 30 business days in a 12-month period may be granted to an employee donating an organ.

Requests for leave must be made in writing as far in advance as possible. Employees must provide a written medical certification from their health care provider to the Chief Executive Officer that shows that they are a bone marrow or organ donor and that there is a medical necessity for the donation.

Bone Marrow and Organ Donation leave is a paid leave; however, employees are required to use up to 5 days of accrued PTO for bone marrow donation, and up to 2 weeks of accrued PTO for organ donation.

For the duration of the absence, health and life insurance benefits ordinarily provided by OCPA, and for which an employee would be otherwise eligible, will be continued for a maximum period of 12 weeks from the start of the leave. During this time, the employee will be required to contribute their portion of the premium on the same basis as would have been required during active work status, including payment of any premium for elected dependent coverages.

When ready to return to work after a Bone Marrow or Organ Donation leave, an employee’s medical care provider must provide certification to OCPA that the employee is able to safely perform all of the essential functions of their position with or without reasonable

accommodation. Except as otherwise allowed by law, employees are entitled, upon return from leave, to be reinstated in the position held before the Bone Marrow or Organ Donation leave, or to be placed in a comparable position with comparable benefits, pay, and terms and conditions of employment.

1000 SEPARATION OF EMPLOYMENT

1001 Resignation, Job Abandonment, Layoff, and Separation

1001.1 Types of Separation
OCPA strives to ensure a smooth transition for all employees whose employment terminates. All separations of employees from positions in OCPA employment are designated as one of the following types:

1. Release of temporary employees;
2. Resignation;
3. Retirement;
4. Job abandonment;
5. Layoff and work reductions;
6. Involuntary separation.

1001.2 Release of Temporary Employees
A temporary employee may be separated at any time, without cause.

1001.3 Resignation
An employee who wishes to voluntarily resign their OCPA employment in good standing is asked to provide the professional courtesy of two weeks' written notice of resignation. The notice given will be noted on the employment record and will be considered in any discussion regarding rehire or reference information. A resignation becomes final when OCPA accepts the resignation in writing. Once a resignation has been accepted, it is final and irrevocable, unless an exception is made by the CEO or their designee.

Once notice has been given, accrued and unused PTO normally may not be taken, unless an exception is granted by the CEO or their designee. A resignation can be accepted even if it is submitted less than two weeks prior to the planned resignation date.

1001.4 Retirement
An employee planning to retire may provide a written notice to the department head prior to the effective date of the retirement. A notice of retirement becomes final when the department head accepts the notice of retirement in writing. Once a notice of retirement has been accepted, it is final and irrevocable.

1001.5 Job Abandonment
An employee is deemed to have resigned from their position if he or she is absent for three consecutive scheduled work days/shifts without prior authorization and without notification during the period of the absence. The employee will be given written notice, at their address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for the employee's unauthorized absence.

An employee who promptly responds to OCPA's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with their supervisor before final action is taken to explain the unauthorized absence and failure of notification. An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, or mental or physical impairment which prevented notification. No employee separated for job abandonment has the right to a post-separation appeal.



1001.6 Layoff and Work Reductions

Whenever in the judgment of the Board of Directors a reduction in personnel is necessary for economic or operational reasons, any employee may be laid off or demoted for non-disciplinary reasons.

Depending on the scope of the reduction (i.e., OCPA-wide, job classification, position), employees will be selected for layoff based on a combination of factors, including, but not necessarily limited to: past performance and productivity, qualifications, attendance, ability and willingness to work the required days and hours, and the ability to work cooperatively with others in the affected work unit.

The weight given to the above factors may vary depending upon the particular needs of the affected work unit and OCPA as a whole at the time of the layoff. Seniority shall be considered only when, in the sole discretion and opinion of the OCPA, all other factors are equal between two or more employees in the affected work unit. Seniority will be computed based on an employee's total continuous service with OCPA. For this purpose, continuous service before and after any break in service of less than 30 days or an approved leave of absence, will be counted.

1001.7 Involuntary Separation

Involuntary separation from service means that the termination action is being initiated by the Orange County Power Authority, rather than by the employee. In general, employees who are discharged by OCPA are not eligible for rehire. However, employees who are terminated due to layoff or restructuring may be eligible for rehire or recall at OCPA's discretion.

An employee may be separated for disciplinary reasons pursuant to the policy and procedures for dismissal in Section 1101 Causes for Discipline.

Any employee separated because of an inability to accommodate after the reasonable accommodation and interactive process is concluded will be given a written pre-separation notice of the reasons for the separation, the evidence supporting the decision to separate for non-disciplinary reasons, and an opportunity to respond before the separation takes effect.

1001.8 Payment of Final Wages

Final wages for time worked, plus any pay for eligible unused but accrued PTO (see Section 901.4), will be paid in the employee's final paycheck, due to the employee on their last day of work if involuntarily separated or within 72 hours of their last day of work if resigned.

1001.9 Return of OCPA Property

All OCPA property in the employee's possession must be returned prior to termination of employment, including keys, key fobs, identification cards, computer equipment, credit cards, cell phones, and any other OCPA equipment.

1001.10 Exit Interviews

Should an employee resign voluntarily, the Chief Executive Officer, or their designee, may conduct an exit interview whenever feasible. This interview allows the departing employee to communicate views on their work with OCPA and the job requirements, operations and training needs.

1001.11 Job References/Verification of Employment

All reference inquiries and verifications of employment must be referred to and approved by the Chief Executive Officer or their designee. Unless the Chief Executive Officer receives a written waiver signed by the employee, OCPA will release only the employee's dates of employment and last position held., and status of rehire eligibility. In addition, and in accordance with California State Law AB2770, OCPA Authority will disclose if an employee or past employee is not eligible for rehire due to a determination that the employee had engaged in sexual harassment.

Employee authorization is required before releasing salary information to financial institutions. It is our policy that only the Chief Executive Officer, or their designee, is authorized to respond to requests for employee references and verification of employment from financial institutions, etc.

No other supervisor or employee is authorized to provide references for current or former employees. If such a request is received, the information request should be forwarded to a supervisor or the Chief Executive Officer's designee.

1100 DISCIPLINE

OCPA expects each employee to demonstrate integrity and contribute to the quality and reliability of OCPA's services within the scope of their job responsibilities. Not only will this promote efficiency and productivity, but it will also create a pleasant and cooperative work environment. The statement of unacceptable conduct contained in Section 801 does not alter OCPA's policy that all positions are at-will. Employees and the Orange County Power Authority each remain free to terminate the employment relationship at any time, with or without reason or advance notice.

1101 Causes for Discipline

Employees are expected to conduct themselves with reasonable and proper regard for the welfare and rights of all employees, for the best interests of the organization, and to perform their duties competently. Any employee who fails to adhere to OCPA's Professional Business Conduct and Ethics as outlined in Section 801, or whose performance is unsatisfactory, may be subject to discipline, up to and including termination.

1101.1 Progressive Discipline

At all times, OCPA expects employees to perform to the best of their abilities and to conduct themselves appropriately. If an employee performs at an unsatisfactory level, violates a policy, or commits inappropriate acts, he or she will be subject to discipline.

Because all employees at the Orange County Power Authority are at-will employees, the employee or OCPA may terminate the employment relationship at any time, with or without cause, and with or without notice. However, OCPA, at its discretion, may also administer a progressive discipline system. Progressive discipline is not mandatory, and OCPA reserves the right to deviate from any order or form of progressive discipline. Progressive discipline is also inapplicable to staff reductions and layoffs.

1102 Problem Resolution and Complaint Procedure

At some time, employees may have a concern or question about the job, working conditions, or the treatment they may have received. Good-faith complaints and questions are of concern to OCPA and will be addressed to the extent practicable.

Employees are asked to take concerns first to their immediate supervisor, and then to the Chief Executive Officer or their designee, if the supervisor is unable to resolve the conflict.

This procedure, which OCPA believes is mutually beneficial, cannot result in every problem being resolved to the satisfaction of the complainant. However, employee input is valued and all employees should feel free to raise issues of concern, in good faith, without the fear of retaliation.

1200 MISCELLANEOUS POLICIES

1201 Personnel Files

1201.1 Confidential Personnel Files

OCPA maintains a personnel file for each employee. Files are kept for at least three years after separation of employment. A personnel file will contain only material that OCPA deems necessary and relevant or that is required by law. Personnel files are the property of OCPA, and access to the information they contain is restricted to protect employee privacy interests.

1201.2 Notification of Changes

Each employee is responsible to promptly notify OCPA of any changes in their contact and benefits information, including: mailing address; telephone number; persons to contact in an emergency; and number and names of dependents.

1201.3 Access to Applicant or Employee Medical Information

All medical information about an employee or applicant is kept in separate medical files and is treated as confidential. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for Authority business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

1201.4 Employee Access to Personnel File

Inspection of File: A current employee may inspect their own personnel file at reasonable times and at reasonable intervals, within 30 days of a written request. A former employee is entitled to inspect their personnel records one time per year. A current or former employee and/or their representative who wishes to review their personnel file should make a written request to the Chief Executive Officer. The inspection must occur in the presence of the Chief Executive Officer or their designee and: (1) at a location where the employee works and at a time other than the employee's work time; or (2) at another agreed upon location without loss of compensation to the employee.

Copies: A current or former employee is entitled to receive a copy of their personnel records within 30 days after the employer receives a written request. A current or former employee who wishes to receive such a copy should contact the Chief Executive Officer in writing. OCPA may charge a fee for the actual cost of copying.

Representative's Inspection: If the current or former employee wishes to have another person/representative inspect their personnel file, he or she must provide the person/representative with written authorization. The Chief Executive Officer will notify the employee and/or representative of the date, time, and place of the inspection in writing.

No Removal of File Documents: No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.

1201.5 Limitations on Access or Copying of Personnel File

Prior to making a copy of personnel records or allowing inspection, OCPA may redact the names of nonsupervisory employees. Under no circumstances will OCPA provide access or copying of the following categories of personnel file documents: records relating to the investigation of a possible criminal offense; letters of reference; ratings, reports, or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

1202 Limitations on Outside Employment

1202.1 Outside Employment Restrictions

Employees are permitted to engage in outside employment subject to the following restrictions:

a) Any outside employment is secondary to the OCPA employment and shall not interfere with proper performance of OCPA employment. Employees are to report to work on time and ready to work. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside employment causes or contributes to job related problems at OCPA, then the employee will be asked to discontinue outside employment and may be subject to disciplinary action, up to and including termination.
b) Employees shall not be permitted to use OCPA paid time off to perform work for another employer.
c) Employees shall not accept pay or other compensation from anyone for work done during time for which he or she is reimbursed by the OCPA.
d) Employees are prohibited from working for any contractor or company that has a contract with the OCPA, during the period of contracted services for the OCPA.
e) Employees shall not solicit or conduct outside employment during work time or that requires the use of OCPA equipment, facilities, confidential information or materials.

1203 Limitations on Political Activity

1203.1 No Targeted Solicitation of OCPA Officers or Employees

Members of the Board and employees of OCPA may not directly or indirectly solicit political contributions from other employees or Board members unless the solicitation is part of a solicitation made to a significant segment of the public which may incidentally include members of the Board and employees of OCPA.

1203.2 No Political Activity on OCPA Property or During Work Hours

OCPA employees and officials are prohibited from engaging in political activity during working hours or on OCPA property.

1204 Prohibitions on Drugs and Alcohol in the Workplace

1204.1 Purpose and Scope

The purpose of this Policy is to promote a drug and alcohol-free workplace and to eliminate drug and alcohol-related inefficiencies and risks. This Policy applies to all OCPA employees, whether they are on OCPA property, or they are performing OCPA-related business elsewhere, except as this Policy is superseded by federally mandated drug and alcohol policies. Compliance with



this Policy is a condition of employment. Disciplinary action will be taken against those who violate this Policy.

1204.2 Drug- and Alcohol-Free Awareness Program

OCPA's employee assistance provider offers counseling and treatment of drug- or alcohol-related problems. The employee assistance provider has information about: (a) the dangers of drug or alcohol abuse in the workplace; (b) the penalties that may be imposed for drug or alcohol abuse violations; (c) OCPA's Policy of maintaining a drug- and alcohol-free workplace; and (d) any available drug or alcohol counseling, rehabilitation or employee assistance programs.

1204.3 Prohibited Conduct

The following are prohibited conduct:

(a) The manufacture, distribution, sale, dispensation, possession, or use of any controlled substance, narcotic (including marijuana), or prescription drug that has not been lawfully prescribed to the employee in either OCPA workplaces or wherever OCPA business is performed.

(b) Working or being subject to call in if impaired by alcohol or any controlled substance, narcotic (including marijuana), or prescription drug that has not been lawfully prescribed to the employee.

(c) An employee's failure to notify their department head before beginning work when taking medications or drugs, including but not limited to: prescription drugs, over the counter medications, marijuana, or illegal drugs or narcotics which could interfere with the safe and effective performance of duties.

(d) An employee's failure to notify the Chief Executive Officer or their designee of any criminal conviction for a drug violation that occurred in the workplace within five days after such conviction.

(e) An employee's criminal conviction for a drug violation that occurred in the workplace.

1205 Use of OCPA Equipment or Resources

1205.1 Policy and Applicability

OCPA equipment and resources may only be used to conduct OCPA business, except for incidental personal use that is consistent with this Policy. As a result, OCPA equipment and resources are non-public forums. Every employee is required to adhere to this Policy.

1205.2 Authority Equipment or Resources

OCPA equipment or resources means any OCPA-owned or supplied item or resource, including, but not limited to: intellectual property (e.g., photographs, plans, drawings, formulas, customer lists, designs, formulas), vehicles, telephones, cell phones, pagers, tools, machines, supplies, copy machines, facsimile machines, desks, office equipment, computers (including hardware and software), file cabinets, lockers, Wi-Fi, internet, intranet, OCPA's network, data systems, routers, voice mail, servers, and email or voice mail communications stored in or transmitted through OCPA electronic resources or equipment.



1205.3 No Expectation of Privacy

OCPA periodically and without prior notice, monitors, reviews, accesses, or retrieves data from its equipment or resources, including electronic communications and content contained in or transmitted through its networks or electronic resources. Employees must provide OCPA with their usernames or passwords for any OCPA-issued equipment or resource. The existence of passwords or the attempted deletion of electronic files by an employee does not restrict OCPA's access. As a result, employees should have no expectation of privacy in their use of any OCPA equipment or resources.

1205.4 Appropriate Use Only – No Misuse

Employees may only use OCPA equipment or resources in compliance with this Policy. Employees are expected to avoid any use or communication which is unrelated to OCPA business, or that is destructive, wasteful, or illegal. OCPA has discretion to restrict or rescind employee access to OCPA equipment or resources. The following are examples of misuse of equipment or resources:

(a) Any use that violates applicable law and/or OCPA policies, rules or procedures;

(b) Exposing others to material which is offensive, harassing, obscene or in poor taste. This includes information which could create an intimidating, offensive or hostile work environment;

(c) Any use that may create or further a hostile attitude or give offense on the basis of race, color, religion, sex, gender, gender expression, gender identity, national origin, ancestry, citizenship, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, veteran status or any other basis protected by law;

(d) Communication of confidential information to unauthorized individuals within or outside of OCPA;

(e) Unauthorized attempts to access or use OCPA data or break into any OCPA or non-OCPA system using OCPA-owned equipment;

(f) Theft or unauthorized transmission or copying of paper or electronic files or data;

(g) Initiating or sustaining chain/spam letters, e-mail or other unauthorized mass communication;

(h) Misrepresentation of one's identity for improper or illegal purposes;

(i) Personal commercial or business activities (e.g., "for sale" notices, personal ads, etc.);

(j) Transmitting/accessing obscene material and/or pornography;

(k) E-Commerce;

(l) Online gambling;

(m) Installing or downloading unauthorized software or equipment;

(n) Violating terms of software licensing agreements; and

(o) Using OCPA equipment or resources to access and/or use dating web resources, personal social media, or games of any type.

(p) Any unauthorized access to OCPA equipment or resources, including using keys or key cards, using or disclosing the username or password of another person or employee to gain access to their email or other electronic resources, or making OCPA equipment or resources available to others who would otherwise have no authorized access.

(q) Using OCPA equipment or resources to speak on OCPA's behalf without authorization.

1205.5 Authority Email Address Must be Used for Authority Business
OCPA's email system is an official communication tool for Authority business. OCPA establishes and assigns official email addresses to each employee as OCPA deems necessary. Employees must send all OCPA communications that are sent via email to and from their official Authority email address. Employees are prohibited from using their private email address (e.g., Gmail, Yahoo, MSN/Hotmail, etc.) when communicating OCPA business via email. Should an email related to OCPA business be sent to an employee's personal email account, the email should be immediately forwarded to the employee's OCPA email account and responded to accordingly.

1205.6 Incidental Use of OCPA Communications Equipment Permitted
Employees may use OCPA telephones, cell phones, internet access, and e-mail for incidental personal communications provided that the use:

(a) Is kept to a minimum and limited to break times or non-working hours;

(b) Does not interfere or conflict with OCPA operations or the work performance of any Authority employees;

(c) Allows the employee to more efficiently perform OCPA work;

(d) Is not abusive, illegal, inappropriate, or prohibited by this Policy (for example, no social media use, no electronic dating, no gaming); and

(e) Clearly indicates it is for personal use and does not indicate or imply OCPA sponsorship or endorsement.

1206 Policy Against Violence in the Workplace – Zero Tolerance Policy

OCPA recognizes that workplace violence is a concern among employers and employees across the country. OCPA is committed to providing a safe, violence-free workplace. In this regard, OCPA strictly prohibits employees, consultants, customers, visitors, or anyone else on OCPA premises or engaging in OCPA-related activity from behaving in a violent or threatening manner. Moreover, OCPA seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

OCPA believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures for responding to any situation that presents the possibility of violence.

Workplace violence is any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the worksite, ranging from threats and verbal abuse to physical assaults and even homicide, that can affect and involve employees, clients, customers and visitors. If any employee observes or becomes aware of any of any workplace violence related actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify the Chief Executive Officer or their designee immediately. Further, employees should notify the Chief Executive Officer or their designee if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, OCPA will inform the reporting individual of the results of the investigation. To the extent possible, OCPA will maintain the confidentiality of the reporting employee and of the investigation. OCPA may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. OCPA will not tolerate retaliation against any employee who reports workplace violence.

If OCPA determines that workplace violence in violation of this policy has occurred, then OCPA will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, OCPA will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

1207 Appearance Standards

1207.1 Basis for Standards

Appearance standards are highly personal and implicate a variety of laws and constitutional standards. OCPA recognizes a relationship between the type of work performed, workplace safety, level of public contact and personal expression, and seeks to strike a reasonable balance.

These appearance standards are designed to promote OCPA's legitimate and non-discriminatory goals to promote workplace safety and a professional image that is consistent with the employee's job duties and level of public contact.

1207.2 Dress Code

Employees are required to dress appropriately for the jobs they are performing, and clothing should be neat and clean in appearance. Clothing should be free of slogans, pictures, or words that may be offensive or inappropriate.

Visible tattoos may not contain offensive or inappropriate images, words, or other matter and must be free from images or words that are obscene, sexually explicit or offensive, discriminatory as to sex, race, religion, national origin, extremist, and/or gang-related.

Receipt and Acknowledgement of Policies

The Orange County Power Authority requires that each employee sign a statement of receipt acknowledging that he or she has received a copy, or has been provided access to these Policies.

Your signature below acknowledges you have received a copy, or have been given access to the Orange County Power Authority's Policies. It also acknowledges your understanding that you are responsible for reading and becoming familiar with the contents of these Policies and any subsequent revisions to these Policies.

I understand and agree that it is my responsibility to read and familiarize myself with the Policies and procedures contained in this document.

I further understand that my employment is at-will, and neither OCPA nor I have entered into a contract regarding the duration of my employment. I am free to terminate my employment with OCPA at any time, with or without cause. Likewise, OCPA has the right to terminate my employment with or without cause, at the discretion of OCPA. No employee of OCPA can enter into an employment contract for a specified period of time or make any agreement contrary to this Policy without the written approval from the Chief Executive Officer.

I acknowledge that OCPA reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this document or in any other document, except for the Policy of At-will Employment. I further understand that any written changes to these Personnel Policies will be distributed to all employees so that I will be aware of any new policies or procedures. I understand that no oral statements or representations can in any way change or alter the provisions of this document.

I further acknowledge receipt of OCPA's anti-harassment and discrimination policy set forth in these Policies, and I certify that I have read it, understand it, and agree to comply with its terms and conditions.

I understand that any violation of the policy may result in serious disciplinary action, including immediate termination.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.1

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer

Approved By: Joe Mosca, Interim Chief Executive Officer

Subject: RATIFY RATES EFFECTIVE FEBRUARY 20, 2024

Date: March 19, 2024

RECOMMENDED ACTION

Ratify rates effective February 20, 2024.

BACKGROUND

On January 24, 2024, the Board approved the OCPA 2024 rate design, setting OCPA's Basic Choice rates at a 3% discount compared to Southern California Edison's (SCE) equivalent generation rates, establishing Smart Choice rates at 1.0 cent per kWh over Basic Choice rates, and setting the 100% Renewable Choice rates at 1.5 cents per kWh over Basic Choice rates.

ANALYSIS AND DISCUSSION

Due to Calpine's billing system requirements, OCPA's rates became effective on February 20, 2024. The attached February 20, 2024, OCPA rate schedules have been published on the OCPA website. These rates have been communicated to customers on their bills and implemented in the OCPA rates comparison tool, also available on the OCPA website.

FISCAL IMPACT

The Board's ratification of the OCPA rates for February 20, 2024, has no fiscal impact.

ATTACHMENTS

OCPA Rate Schedules Effective February 20, 2024 – Residential and Commercial Customers

Effective: Feb 20, 2024

RESIDENTIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
DOMESTIC					
GENERATION CHARGE ($/KWH)	YEAR-ROUND	$ 0.14304	$ 0.15304	$ 0.15804	All electric usage
TOU-D-4					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.27306	$ 0.28306	$ 0.28806	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.16294	$ 0.17294	$ 0.17794	4pm - 9pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	$ 0.10177	$ 0.11177	$ 0.11677	All other hours
	WINTER MID-PEAK	$ 0.20484	$ 0.21484	$ 0.21984	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.12746	$ 0.13746	$ 0.14246	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.10862	$ 0.11862	$ 0.12362	8am - 4pm, every day
TOU-D-5					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.41454	$ 0.42454	$ 0.42954	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.23083	$ 0.24083	$ 0.24583	5pm - 8pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	$ 0.09304	$ 0.10304	$ 0.10804	All other hours
	WINTER MID-PEAK	$ 0.28932	$ 0.29932	$ 0.30432	5pm - 8pm, every day
	WINTER OFF-PEAK	$ 0.12628	$ 0.13628	$ 0.14128	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.09842	$ 0.10842	$ 0.11342	8am - 5pm, every day
TOU-D-A					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.33079	$ 0.34079	$ 0.34579	2pm - 8pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.13807	$ 0.14807	$ 0.15307	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	SUMMER SUPER OFF-PEAK	$ 0.09721	$ 0.10721	$ 0.11221	10pm - 8am, every day
	WINTER ON-PEAK	$ 0.19643	$ 0.20643	$ 0.21143	2pm - 8pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.10510	$ 0.11510	$ 0.12010	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	WINTER SUPER OFF-PEAK	$ 0.09945	$ 0.10945	$ 0.11445	10pm - 8am, every day
TOU-D-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.50252	$ 0.51252	$ 0.51752	2pm - 8pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.13802	$ 0.14802	$ 0.15302	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	SUMMER SUPER OFF-PEAK	$ 0.04810	$ 0.05810	$ 0.06310	10pm - 8am, every day
	WINTER ON-PEAK	$ 0.18946	$ 0.19946	$ 0.20446	2pm - 8pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.10511	$ 0.11511	$ 0.12011	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	WINTER SUPER OFF-PEAK	$ 0.04921	$ 0.05921	$ 0.06421	10pm - 8am, every day
TOU-D-PRIME					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.35943	$ 0.36943	$ 0.37443	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12780	$ 0.13780	$ 0.14280	4pm - 9pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	$ 0.08528	$ 0.09528	$ 0.10028	All other hours
	WINTER MID-PEAK	$ 0.32459	$ 0.33459	$ 0.33959	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07204	$ 0.08204	$ 0.08704	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.07204	$ 0.08204	$ 0.08704	8am - 4pm, every day
TOU-D-T					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.18125	$ 0.19125	$ 0.19625	12pm - 6pm, Monday - Friday except holidays*
	SUMMER OFF-PEAK	$ 0.16476	$ 0.17476	$ 0.17976	All other hours
	WINTER ON-PEAK	$ 0.13355	$ 0.14355	$ 0.14855	12pm - 6pm, Monday - Friday except holidays*
	WINTER OFF-PEAK	$ 0.12139	$ 0.13139	$ 0.13639	All other hours
TOU-EV-1					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.35228	$ 0.36228	$ 0.36728	12pm - 9pm, every day
	SUMMER OFF-PEAK	$ 0.04769	$ 0.05769	$ 0.06269	9pm -12pm, every day
	WINTER ON-PEAK	$ 0.15535	$ 0.16535	$ 0.17035	12pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.05912	$ 0.06912	$ 0.07412	9pm -12pm, every day

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

Effective: Feb 20, 2024

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	$ 0.15437	$ 0.16437	$ 0.16937	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.14094	$ 0.15094	$ 0.15594	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09783	$ 0.10783	$ 0.11283	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.14627	$ 0.15627	$ 0.16127	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10792	$ 0.11792	$ 0.12292	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.08474	$ 0.09474	$ 0.09974	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00056)	$ (0.00056)	$ (0.00056)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00109)	$ (0.00109)	$ (0.00109)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00111)	$ (0.00111)	$ (0.00111)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 19.52	$ 19.52	$ 19.52	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 5.99	$ 5.99	$ 5.99	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.20)	$ (0.20)	$ (0.20)	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	$ 0.53244	$ 0.54244	$ 0.54744	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.15338	$ 0.16338	$ 0.16838	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.11417	$ 0.12417	$ 0.12917	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.22458	$ 0.23458	$ 0.23958	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.13181	$ 0.14181	$ 0.14681	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.07672	$ 0.08672	$ 0.09172	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00156)	$ (0.00156)	$ (0.00156)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00340)	$ (0.00340)	$ (0.00340)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00344)	$ (0.00344)	$ (0.00344)	All electric usage
TOU-GS-1-ES					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.57409	$ 0.58409	$ 0.58909	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.16883	$ 0.17883	$ 0.18383	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.12164	$ 0.13164	$ 0.13664	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.21343	$ 0.22343	$ 0.22843	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.12282	$ 0.13282	$ 0.13782	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.07242	$ 0.08242	$ 0.08742	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00155)	$ (0.00155)	$ (0.00155)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00340)	$ (0.00340)	$ (0.00340)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00344)	$ (0.00344)	$ (0.00344)	All electric usage
TOU-GS-1-A					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.20121	$ 0.21121	$ 0.21621	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.18923	$ 0.19923	$ 0.20423	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.18268	$ 0.19268	$ 0.19768	All other hours
	WINTER MID-PEAK	$ 0.13888	$ 0.14888	$ 0.15388	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.12658	$ 0.13658	$ 0.14158	All other hours
TOU-GS-1-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.11695	$ 0.12695	$ 0.13195	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.11041	$ 0.12041	$ 0.12541	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.10684	$ 0.11684	$ 0.12184	All other hours
	WINTER MID-PEAK	$ 0.13888	$ 0.14888	$ 0.15388	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.12658	$ 0.13658	$ 0.14158	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 14.32	$ 14.32	$ 14.32	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 4.66	$ 4.66	$ 4.66	8am - 12pm & 6pm - 11pm, Monday - Friday

Effective: Feb 20, 2024

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	$ 0.15000	$ 0.16000	$ 0.16500	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.13822	$ 0.14822	$ 0.15322	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09464	$ 0.10464	$ 0.10964	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.10665	$ 0.11665	$ 0.12165	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10719	$ 0.11719	$ 0.12219	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06417	$ 0.07417	$ 0.07917	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00110)	$ (0.00110)	$ (0.00110)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00242)	$ (0.00242)	$ (0.00242)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00244)	$ (0.00244)	$ (0.00244)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 24.76	$ 24.76	$ 24.76	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 6.50	$ 6.50	$ 6.50	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.57)	$ (0.57)	$ (0.57)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (1.30)	$ (1.30)	$ (1.30)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (1.31)	$ (1.31)	$ (1.31)	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)	$ (0.34)	$ (0.34)	$ (0.34)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.34)	$ (0.34)	$ (0.34)	4pm - 9pm, Monday - Friday
TOU-GS-2-E					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.46476	$ 0.47476	$ 0.47976	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.13822	$ 0.14822	$ 0.15322	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09464	$ 0.10464	$ 0.10964	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.15658	$ 0.16658	$ 0.17158	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10719	$ 0.11719	$ 0.12219	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06417	$ 0.07417	$ 0.07917	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00164)	$ (0.00164)	$ (0.00164)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00365)	$ (0.00365)	$ (0.00365)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00368)	$ (0.00368)	$ (0.00368)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 6.95	$ 6.95	$ 6.95	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 2.69	$ 2.69	$ 2.69	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.23)	$ (0.23)	$ (0.23)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.54)	$ (0.54)	$ (0.54)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.54)	$ (0.54)	$ (0.54)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.06)	$ (0.06)	$ (0.06)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.13)	$ (0.13)	$ (0.13)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.13)	$ (0.13)	$ (0.13)	4pm - 9pm, Monday - Friday
TOU-GS-2-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.11315	$ 0.12315	$ 0.12815	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10691	$ 0.11691	$ 0.12191	8am - 12pm & 6pm - 11pm, Monday - Friday

Effective: Feb 20, 2024

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
	SUMMER OFF-PEAK	$ 0.10349	$ 0.11349	$ 0.11849	All other hours
	WINTER MID-PEAK	$ 0.13389	$ 0.14389	$ 0.14889	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08592	$ 0.09592	$ 0.10092	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 17.16	$ 17.16	$ 17.16	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 5.77	$ 5.77	$ 5.77	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-GS-2-R					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.33983	$ 0.34983	$ 0.35483	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.17021	$ 0.18021	$ 0.18521	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.10349	$ 0.11349	$ 0.11849	All other hours
	WINTER MID-PEAK	$ 0.13389	$ 0.14389	$ 0.14889	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08592	$ 0.09592	$ 0.10092	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00280)	$ (0.00280)	$ (0.00280)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00631)	$ (0.00631)	$ (0.00631)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00635)	$ (0.00635)	$ (0.00635)	All electric usage

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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	$ 0.13982	$ 0.14982	$ 0.15482	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12893	$ 0.13893	$ 0.14393	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09231	$ 0.10231	$ 0.10731	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.10404	$ 0.11404	$ 0.11904	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10457	$ 0.11457	$ 0.11957	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06259	$ 0.07259	$ 0.07759	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00111)	$ (0.00111)	$ (0.00111)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00242)	$ (0.00242)	$ (0.00242)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00244)	$ (0.00244)	$ (0.00244)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 21.24	$ 21.24	$ 21.24	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 7.69	$ 7.69	$ 7.69	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.49)	$ (0.49)	$ (0.49)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (1.14)	$ (1.14)	$ (1.14)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (1.14)	$ (1.14)	$ (1.14)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.18)	$ (0.18)	$ (0.18)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.42)	$ (0.42)	$ (0.42)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.41)	$ (0.41)	$ (0.41)	4pm - 9pm, Monday - Friday
TOU-GS-3-E					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.38148	$ 0.39148	$ 0.39648	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12893	$ 0.13893	$ 0.14393	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09231	$ 0.10231	$ 0.10731	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.15768	$ 0.16768	$ 0.17268	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10457	$ 0.11457	$ 0.11957	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06259	$ 0.07259	$ 0.07759	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00202)	$ (0.00202)	$ (0.00202)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00451)	$ (0.00451)	$ (0.00451)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00456)	$ (0.00456)	$ (0.00456)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 5.97	$ 5.97	$ 5.97	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 3.18	$ 3.18	$ 3.18	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.20)	$ (0.20)	$ (0.20)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.47)	$ (0.47)	$ (0.47)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.47)	$ (0.47)	$ (0.47)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.08)	$ (0.08)	$ (0.08)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.17)	$ (0.17)	$ (0.17)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.17)	$ (0.17)	$ (0.17)	4pm - 9pm, Monday - Friday
TOU-GS-3-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.10816	$ 0.11816	$ 0.12316	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10207	$ 0.11207	$ 0.11707	8am - 12pm & 6pm - 11pm, Monday - Friday

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COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
	SUMMER OFF-PEAK	$ 0.09896	$ 0.10896	$ 0.11396	All other hours
	WINTER MID-PEAK	$ 0.13295	$ 0.14295	$ 0.14795	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08419	$ 0.09419	$ 0.09919	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 14.23	$ 14.23	$ 14.23	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 4.76	$ 4.76	$ 4.76	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-GS-3-R					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.28337	$ 0.29337	$ 0.29837	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.14791	$ 0.15791	$ 0.16291	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.09896	$ 0.10896	$ 0.11396	All other hours
	WINTER MID-PEAK	$ 0.13295	$ 0.14295	$ 0.14795	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08419	$ 0.09419	$ 0.09919	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00237)	$ (0.00237)	$ (0.00237)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00533)	$ (0.00533)	$ (0.00533)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00538)	$ (0.00538)	$ (0.00538)	All electric usage

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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	$ 0.13768	$ 0.14768	$ 0.15268	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12693	$ 0.13693	$ 0.14193	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09108	$ 0.10108	$ 0.10608	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.10269	$ 0.11269	$ 0.11769	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10322	$ 0.11322	$ 0.11822	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06166	$ 0.07166	$ 0.07666	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 22.11	$ 22.11	$ 22.11	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 6.78	$ 6.78	$ 6.78	4pm - 9pm, Monday - Friday
TOU-8-PRI-D					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.13221	$ 0.14221	$ 0.14721	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12212	$ 0.13212	$ 0.13712	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08756	$ 0.09756	$ 0.10256	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.09887	$ 0.10887	$ 0.11387	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09957	$ 0.10957	$ 0.11457	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05955	$ 0.06955	$ 0.07455	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 21.28	$ 21.28	$ 21.28	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 7.97	$ 7.97	$ 7.97	4pm - 9pm, Monday - Friday
TOU-8-SUB-D					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.12405	$ 0.13405	$ 0.13905	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.11490	$ 0.12490	$ 0.12990	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08201	$ 0.09201	$ 0.09701	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.09263	$ 0.10263	$ 0.10763	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09358	$ 0.10358	$ 0.10858	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05599	$ 0.06599	$ 0.07099	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00071)	$ (0.00071)	$ (0.00071)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 23.48	$ 23.48	$ 23.48	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 7.59	$ 7.59	$ 7.59	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.24)	$ (0.24)	$ (0.24)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.08)	$ (0.08)	$ (0.08)	4pm - 9pm, Monday - Friday
TOU-8-SEC-E					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.36462	$ 0.37462	$ 0.37962	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12693	$ 0.13693	$ 0.14193	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09108	$ 0.10108	$ 0.10608	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.14660	$ 0.15660	$ 0.16160	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10322	$ 0.11322	$ 0.11822	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06166	$ 0.07166	$ 0.07666	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 6.21	$ 6.21	$ 6.21	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 2.81	$ 2.81	$ 2.81	4pm - 9pm, Monday - Friday
TOU-8-PRI-E					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.34714	$ 0.35714	$ 0.36214	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12212	$ 0.13212	$ 0.13712	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08756	$ 0.09756	$ 0.10256	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.16797	$ 0.17797	$ 0.18297	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09957	$ 0.10957	$ 0.11457	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05955	$ 0.06955	$ 0.07455	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 5.22	$ 5.22	$ 5.22	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 0.90	$ 0.90	$ 0.90	4pm - 9pm, Monday - Friday
TOU-8-SUB-E					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.37900	$ 0.38900	$ 0.39400	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.11490	$ 0.12490	$ 0.12990	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08201	$ 0.09201	$ 0.09701	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.14833	$ 0.15833	$ 0.16333	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09358	$ 0.10358	$ 0.10858	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05599	$ 0.06599	$ 0.07099	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00091)	$ (0.00091)	$ (0.00091)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 2.23	$ 2.23	$ 2.23	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 1.08	$ 1.08	$ 1.08	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.02)	$ (0.02)	$ (0.02)	4pm - 9pm, Monday - Friday

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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

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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	$ 0.10662	$ 0.11662	$ 0.12162	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10030	$ 0.11030	$ 0.11530	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.09754	$ 0.10754	$ 0.11254	All other hours
	WINTER MID-PEAK	$ 0.12670	$ 0.13670	$ 0.14170	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08417	$ 0.09417	$ 0.09917	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 15.22	$ 15.22	$ 15.22	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 5.00	$ 5.00	$ 5.00	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-8-PRI-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.10273	$ 0.11273	$ 0.11773	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.09629	$ 0.10629	$ 0.11129	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.09400	$ 0.10400	$ 0.10900	All other hours
	WINTER MID-PEAK	$ 0.13076	$ 0.14076	$ 0.14576	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08270	$ 0.09270	$ 0.09770	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 14.98	$ 14.98	$ 14.98	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 4.81	$ 4.81	$ 4.81	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-8-SUB-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.09627	$ 0.10627	$ 0.11127	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.08999	$ 0.09999	$ 0.10499	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.08810	$ 0.09810	$ 0.10310	All other hours
	WINTER MID-PEAK	$ 0.12098	$ 0.13098	$ 0.13598	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.07830	$ 0.08830	$ 0.09330	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00071)	$ (0.00071)	$ (0.00071)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 17.10	$ 17.10	$ 17.10	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 5.54	$ 5.54	$ 5.54	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER ON-PEAK AND MID-PEAK VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.36)	$ (0.36)	$ (0.36)	8am - 11pm, Monday - Friday
TOU-8-SEC-R					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.28147	$ 0.29147	$ 0.29647	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.14288	$ 0.15288	$ 0.15788	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.09754	$ 0.10754	$ 0.11254	All other hours
	WINTER MID-PEAK	$ 0.12670	$ 0.13670	$ 0.14170	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08417	$ 0.09417	$ 0.09917	All other hours
TOU-8-PRI-R					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.27218	$ 0.28218	$ 0.28718	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.13467	$ 0.14467	$ 0.14967	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.09400	$ 0.10400	$ 0.10900	All other hours
	WINTER MID-PEAK	$ 0.13076	$ 0.14076	$ 0.14576	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08270	$ 0.09270	$ 0.09770	All other hours
TOU-8-SUB-R					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.26917	$ 0.27917	$ 0.28417	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12799	$ 0.13799	$ 0.14299	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.08810	$ 0.09810	$ 0.10310	All other hours
	WINTER MID-PEAK	$ 0.12098	$ 0.13098	$ 0.13598	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.07830	$ 0.08830	$ 0.09330	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00113)	$ (0.00113)	$ (0.00113)	All electric usage
TOU-8-SEC-RBU					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.13768	$ 0.14768	$ 0.15268	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12693	$ 0.13693	$ 0.14193	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09108	$ 0.10108	$ 0.10608	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.10269	$ 0.11269	$ 0.11769	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10322	$ 0.11322	$ 0.11822	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06166	$ 0.07166	$ 0.07666	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 22.11	$ 22.11	$ 22.11	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 6.78	$ 6.78	$ 6.78	4pm - 9pm, Monday - Friday

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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	$ 0.13221	$ 0.14221	$ 0.14721	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12212	$ 0.13212	$ 0.13712	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08756	$ 0.09756	$ 0.10256	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.09887	$ 0.10887	$ 0.11387	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09957	$ 0.10957	$ 0.11457	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05955	$ 0.06955	$ 0.07455	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 21.28	$ 21.28	$ 21.28	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 7.97	$ 7.97	$ 7.97	4pm - 9pm, Monday - Friday
TOU-8-SUB-RBU					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.12405	$ 0.13405	$ 0.13905	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.11490	$ 0.12490	$ 0.12990	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08201	$ 0.09201	$ 0.09701	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.09263	$ 0.10263	$ 0.10763	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09358	$ 0.10358	$ 0.10858	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05599	$ 0.06599	$ 0.07099	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00071)	$ (0.00071)	$ (0.00071)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 23.48	$ 23.48	$ 23.48	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 7.59	$ 7.59	$ 7.59	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.24)	$ (0.24)	$ (0.24)	4pm - 9pm, Monday - Friday
	WINTER WEEKDAYS VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.08)	$ (0.08)	$ (0.08)	4pm - 9pm, Monday - Friday

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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	$ 0.40330	$ 0.41330	$ 0.41830	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.15338	$ 0.16338	$ 0.16838	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.12887	$ 0.13887	$ 0.14387	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.22458	$ 0.23458	$ 0.23958	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.14882	$ 0.15882	$ 0.16382	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.07672	$ 0.08672	$ 0.09172	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00156)	$ (0.00156)	$ (0.00156)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00340)	$ (0.00340)	$ (0.00340)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00344)	$ (0.00344)	$ (0.00344)	All electric usage
TOU-EV-8					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.44491	$ 0.45491	$ 0.45991	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.13822	$ 0.14822	$ 0.15322	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.11069	$ 0.12069	$ 0.12569	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.19177	$ 0.20177	$ 0.20677	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.12718	$ 0.13718	$ 0.14218	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06417	$ 0.07417	$ 0.07917	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00279)	$ (0.00279)	$ (0.00279)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00630)	$ (0.00630)	$ (0.00630)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00635)	$ (0.00635)	$ (0.00635)	All electric usage
TOU-EV-9-SEC					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.34387	$ 0.35387	$ 0.35887	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12693	$ 0.13693	$ 0.14193	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.10209	$ 0.11209	$ 0.11709	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.17757	$ 0.18757	$ 0.19257	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.11487	$ 0.12487	$ 0.12987	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06166	$ 0.07166	$ 0.07666	8am - 4pm, every day
TOU-EV-9-PRI					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.31655	$ 0.32655	$ 0.33155	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12212	$ 0.13212	$ 0.13712	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09709	$ 0.10709	$ 0.11209	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.17684	$ 0.18684	$ 0.19184	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10889	$ 0.11889	$ 0.12389	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05955	$ 0.06955	$ 0.07455	8am - 4pm, every day
TOU-EV-9-SUB					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.30790	$ 0.31790	$ 0.32290	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.11490	$ 0.12490	$ 0.12990	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09063	$ 0.10063	$ 0.10563	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.15756	$ 0.16756	$ 0.17256	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10118	$ 0.11118	$ 0.11618	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05599	$ 0.06599	$ 0.07099	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00113)	$ (0.00113)	$ (0.00113)	All electric usage

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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	$ 0.15059	$ 0.16059	$ 0.16559	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.13873	$ 0.14873	$ 0.15373	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09733	$ 0.10733	$ 0.11233	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.12146	$ 0.13146	$ 0.13646	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09998	$ 0.10998	$ 0.11498	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.08777	$ 0.09777	$ 0.10277	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00112)	$ (0.00112)	$ (0.00112)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00248)	$ (0.00248)	$ (0.00248)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00249)	$ (0.00249)	$ (0.00249)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 13.60	$ 13.60	$ 13.60	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 3.08	$ 3.08	$ 3.08	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)	$ (0.42)	$ (0.42)	$ (0.42)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.41)	$ (0.41)	$ (0.41)	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	$ 0.28380	$ 0.29380	$ 0.29880	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.26861	$ 0.27861	$ 0.28361	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09224	$ 0.10224	$ 0.10724	8pm - 5pm, every day
	WINTER MID-PEAK	$ 0.12763	$ 0.13763	$ 0.14263	5pm - 8pm, every day
	WINTER OFF-PEAK	$ 0.10489	$ 0.11489	$ 0.11989	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.09196	$ 0.10196	$ 0.10696	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00119)	$ (0.00119)	$ (0.00119)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00262)	$ (0.00262)	$ (0.00262)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00263)	$ (0.00263)	$ (0.00263)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 13.02	$ 13.02	$ 13.02	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)	$ (0.16)	$ (0.16)	$ (0.16)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.37)	$ (0.37)	$ (0.37)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.37)	$ (0.37)	$ (0.37)	5pm - 8pm, Monday - Friday
	WINTER WIND MACHINE CREDIT ($/kW)	$ (9.76)	$ (9.76)	$ (9.76)	All electric usage

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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	$ 0.46823	$ 0.47823	$ 0.48323	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.13873	$ 0.14873	$ 0.15373	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09733	$ 0.10733	$ 0.11233	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.13806	$ 0.14806	$ 0.15306	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.11319	$ 0.12319	$ 0.12819	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.09904	$ 0.10904	$ 0.11404	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00182)	$ (0.00182)	$ (0.00182)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00405)	$ (0.00405)	$ (0.00405)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00406)	$ (0.00406)	$ (0.00406)	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	$ 0.76839	$ 0.77839	$ 0.78339	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.26861	$ 0.27861	$ 0.28361	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09224	$ 0.10224	$ 0.10724	8pm - 5pm, every day
	WINTER MID-PEAK	$ 0.13860	$ 0.14860	$ 0.15360	5pm - 8pm, every day
	WINTER OFF-PEAK	$ 0.11362	$ 0.12362	$ 0.12862	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.09940	$ 0.10940	$ 0.11440	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00182)	$ (0.00182)	$ (0.00182)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00404)	$ (0.00404)	$ (0.00404)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00406)	$ (0.00406)	$ (0.00406)	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	$ 0.30121	$ 0.31121	$ 0.31621	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.14648	$ 0.15648	$ 0.16148	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.10453	$ 0.11453	$ 0.11953	All other hours
	WINTER MID-PEAK	$ 0.13697	$ 0.14697	$ 0.15197	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.09604	$ 0.10604	$ 0.11104	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	$ 0.11433	$ 0.12433	$ 0.12933	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10690	$ 0.11690	$ 0.12190	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.10453	$ 0.11453	$ 0.11953	All other hours
	WINTER MID-PEAK	$ 0.13697	$ 0.14697	$ 0.15197	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.09604	$ 0.10604	$ 0.11104	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 9.65	$ 9.65	$ 9.65	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 2.95	$ 2.95	$ 2.95	8am - 12pm & 6pm - 11pm, Monday - Friday
	WINTER WIND MACHINE CREDIT ($/kW)	$ (9.76)	$ (9.76)	$ (9.76)	All electric usage

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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	$ 0.13276	$ 0.14276	$ 0.14776	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12252	$ 0.13252	$ 0.13752	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08660	$ 0.09660	$ 0.10160	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.10633	$ 0.11633	$ 0.12133	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10691	$ 0.11691	$ 0.12191	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06385	$ 0.07385	$ 0.07885	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00112)	$ (0.00112)	$ (0.00112)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00245)	$ (0.00245)	$ (0.00245)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00248)	$ (0.00248)	$ (0.00248)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 14.51	$ 14.51	$ 14.51	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 3.13	$ 3.13	$ 3.13	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.22)	$ (0.22)	$ (0.22)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.52)	$ (0.52)	$ (0.52)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.52)	$ (0.52)	$ (0.52)	4pm - 9pm, Monday - Friday
TOU-PA-3-D5					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.23128	$ 0.24128	$ 0.24628	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.21907	$ 0.22907	$ 0.23407	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08601	$ 0.09601	$ 0.10101	8pm - 5pm, every day
	WINTER MID-PEAK	$ 0.10883	$ 0.11883	$ 0.12383	5pm - 8pm, every day
	WINTER OFF-PEAK	$ 0.10943	$ 0.11943	$ 0.12443	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06508	$ 0.07508	$ 0.08008	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00120)	$ (0.00120)	$ (0.00120)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00264)	$ (0.00264)	$ (0.00264)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00268)	$ (0.00268)	$ (0.00268)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 12.25	$ 12.25	$ 12.25	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)	$ (0.19)	$ (0.19)	$ (0.19)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.44)	$ (0.44)	$ (0.44)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.44)	$ (0.44)	$ (0.44)	5pm - 8pm, Monday - Friday
TOU-PA-3-E					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.40282	$ 0.41282	$ 0.41782	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12252	$ 0.13252	$ 0.13752	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08660	$ 0.09660	$ 0.10160	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.14497	$ 0.15497	$ 0.15997	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.11876	$ 0.12876	$ 0.13376	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05347	$ 0.06347	$ 0.06847	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00173)	$ (0.00173)	$ (0.00173)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00389)	$ (0.00389)	$ (0.00389)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00392)	$ (0.00392)	$ (0.00392)	All electric usage

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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	$ 0.58993	$ 0.59993	$ 0.60493	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.21907	$ 0.22907	$ 0.23407	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08601	$ 0.09601	$ 0.10101	8pm - 5pm, every day
	WINTER MID-PEAK	$ 0.15089	$ 0.16089	$ 0.16589	5pm - 8pm, every day
	WINTER OFF-PEAK	$ 0.12348	$ 0.13348	$ 0.13848	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05518	$ 0.06518	$ 0.07018	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00173)	$ (0.00173)	$ (0.00173)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00388)	$ (0.00388)	$ (0.00388)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00392)	$ (0.00392)	$ (0.00392)	All electric usage
TOU-PA-3-A					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.26378	$ 0.27378	$ 0.27878	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12782	$ 0.13782	$ 0.14282	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.09275	$ 0.10275	$ 0.10775	All other hours
	WINTER MID-PEAK	$ 0.12005	$ 0.13005	$ 0.13505	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08849	$ 0.09849	$ 0.10349	All other hours
TOU-PA-3-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.10127	$ 0.11127	$ 0.11627	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.09470	$ 0.10470	$ 0.10970	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.09275	$ 0.10275	$ 0.10775	All other hours
	WINTER MID-PEAK	$ 0.12005	$ 0.13005	$ 0.13505	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08849	$ 0.09849	$ 0.10349	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 10.22	$ 10.22	$ 10.22	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 2.99	$ 2.99	$ 2.99	8am - 12pm & 6pm - 11pm, Monday - Friday

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STREETLIGHT CUSTOMERS

OCPA 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	$ 0.09616	$ 0.10616	$ 0.11116	All electric usage
LS-3					
GENERATION CHARGE ($/KWH)	YEAR-ROUND	$ 0.09628	$ 0.10628	$ 0.11128	All electric usage
AL-2-F					
GENERATION CHARGE ($/KWH)	YEAR-ROUND	$ 0.09628	$ 0.10628	$ 0.11128	All electric usage
AL-2-GF					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.20121	$ 0.21121	$ 0.21621	8am - 4pm, every day
	SUMMER OFF-PEAK	$ 0.09628	$ 0.10628	$ 0.11128	All other hours
	WINTER ON-PEAK	$ 0.13888	$ 0.14888	$ 0.15388	8am - 4pm, every day
	WINTER OFF-PEAK	$ 0.09628	$ 0.10628	$ 0.11128	All other hours
TC-1					
GENERATION CHARGE ($/KWH)	YEAR-ROUND	$ 0.12779	$ 0.13779	$ 0.14279	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.

Effective: Feb 20, 2024

OCPA 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]	$ 0.00561	$ (0.00039)	0.009261
GS-1[2]	$ 0.00561	$ (0.00028)	0.009261
TC-1[3]	$ 0.00561	$ (0.00030)	0.009261
GS-2[4]	$ 0.00561	$ (0.00029)	0.009261
TOU-GS-3[5]	$ 0.00561	$ (0.00029)	0.009261
TOU-8-Sec[6]	$ 0.00561	$ (0.00028)	0.009261
TOU-8-Pri[6]	$ 0.00561	$ (0.00027)	0.009261
TOU-8-Sub[6]	$ 0.00561	$ (0.00026)	0.009261
Small AG[7]	$ 0.00561	$ (0.00029)	0.009261
Large AG[8]	$ 0.00561	$ (0.00029)	0.009261
St. Lighting[9]	$ 0.00561	$ (0.00036)	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.

Effective: Feb 20, 2024

OCPA 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 OCPA 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]	$ 0.00056	2022
GS-1[2]	$ (0.01607)	2021
TC-1[3]	$ (0.01707)	2021
GS-2[4]	$ (0.01684)	2021
TOU-GS-3[5]	$ (0.01635)	2021
TOU-8-Sec[6]	$ (0.01595)	2021
TOU-8-Pri[6]	$ (0.01560)	2021
TOU-8-Sub[6]	$ (0.01474)	2021
Small AG[7]	$ (0.01651)	2021
Large AG[8]	$ (0.01630)	2021
St. Lighting[9]	$ (0.02059)	2021

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.2

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer

Approved By: Joe Mosca, Interim Chief Executive Officer

Subject: APPROVE FISCAL YEAR 2023-24 MID-YEAR BUDGET AMENDMENT

Date: March 19, 2024

RECOMMENDED ACTION

Approve Fiscal Year 2023-24 Mid-Year Operating Budget Amendment, as proposed in Attachment 1.

BACKGROUND

The Board approved the Fiscal Year 2023-24 Annual Operating Budget at its meeting on June 21, 2023. This balanced budget, representing the first full year of operations for OCPA, projected total net revenues of $329.2 million and total expenditures of $288 million, resulting in a net surplus of $41.1 million.

Subsequent developments have prompted considerable adjustments to both operating revenues and energy supply costs, impacting the original budget for FY 2023-24. Specifically, on January 24, 2024, the Board approved the OCPA 2024 rate design, implemented on February 20, 2024. This rate design, which utilizes Southern California Edison's (SCE) generation and Power Charge Indifference Adjustment (PCIA) rates effective January 1, 2024, establishes the OCPA Basic Choice rate plan. Featuring an increased 44% renewable energy content, this plan is offered at a 3% discount compared to SCE's equivalent generation rates. Moreover, the OCPA Smart Choice rate plan, now with a 72% renewable energy content, is priced 1.0 cent per kWh above the Basic Choice plan. The 100% Renewable Choice rate plan is set at 1.5 cents per kWh higher than the Basic Choice plan. A significant increase in market prices for resource adequacy and renewable energy has led to a substantial rise in energy costs. Additional budget adjustments include increases in data manager and utility service fees, as well as reductions in staffing, contract services, marketing & outreach, and general & administrative expenses. These changes are largely attributable to the timing of staff hires, alignment with confirmed costs, and contracted services.

Midway through the year, staff is revising the budget to reflect changes in operating revenues due to the rate adjustments, update the energy supply expenses with the latest market prices and portfolio positions, and amend non-energy operating expenses following recent developments.

FY 2023-24 MID-YEAR OPERATING BUDGET OVERVIEW

The table below summarizes the approved revenue and expense budgets for FY 2023-24 in comparison to the proposed amendments for the FY 2023-24 budget.

($ in thousands) Period Ending Jun 30	Approved Budget FY 2023/24	% of Rev	Mid-Year Budget FY 2023/24	% of Rev	Change $	Change %
REVENUE AND OTHER SOURCES						
Revenue - Electricity Base	300,570		357,409			
Revenue - Smart Choice Premium	4,896		4,582			
Revenue - 100% Renewable Premium	27,875		24,097			
Less: Uncollectible Accounts	(4,167)	(1.3%)	(5,657)	(1.5%)	(1,491)	
Net Revenue - Electricity	329,175	100.0%	380,430	99.5%	51,255	15.6%
Investment and Miscellaneous Income	0	0.0%	1,760	0.5%	1,760	0.0%
Total Net Revenue and Other Sources	329,175	100.0%	382,191	100.0%	53,016	16.1%
EXPENDITURES AND OTHER USES						
CURRENT EXPENDITURES						
Cost of Energy	271,934	82.6%	296,657	77.6%	24,723	9.1%
Data Manager	2,345	0.7%	2,539	0.7%	194	8.3%
Utilities Service Fees	372	0.1%	606	0.2%	234	62.9%
Staffing Costs	6,346	1.9%	3,980	1.0%	(2,366)	(37.3%)
Contract Services	1,721	0.5%	1,716	0.4%	(6)	(0.3%)
Legal Services	675	0.2%	675	0.2%	0	0.0%
Marketing and Customer Enrollment	2,304	0.7%	2,246	0.6%	(59)	(2.5%)
Other G&A	1,086	0.3%	967	0.3%	(119)	(11.0%)
Energy Programs (Transfer to Programs Fund)	750	0.2%	750	0.2%	0	0.0%
	287,533	87.3%	310,134	81.1%	22,601	7.9%
OTHER USES						
Capital Outlay	125	0.0%	100	0.0%	(25)	(20.0%)
Total Other Uses	125	0.0%	100	0.0%	(25)	(20.0%)
DEBT SERVICE						
Interest costs - nonoperating	314	0.1%	463	0.1%	149	47.6%
Finance costs - Principal	68	0.0%	32	0.0%	(35)	(52.1%)
Total Expenditures and Other Uses	288,040	87.5%	310,730	81.3%	22,690	7.9%
Net Income (Surplus/Deficit)	**41,135**	12.5%	**71,461**	18.7%	30,326	73.7%
Key Statistics:						
Total Load (MWh) - Retail	2,584,561		2,589,417			
$/MWh - Net Electricity Sales	$ 127.36		$ 146.92			
Total Load (MWh) - Wholesale	2,739,635		2,744,782			
$/MWh - Cost of Energy	$ 99.26		$ 108.08			
Net Margin ($)	41,135		71,461			
Net Margin %	12.5%		18.7%			

FY 2023-24 MID-YEAR OPERATING BUDGET ANALYSIS

The FY 2023-24 Mid-Year Budget demonstrates financial stability for OCPA. This balanced budget aligns revenues with the 2024 rate design approved by the Board in January 2024 and incorporates the latest power supply projections for energy costs. The anticipated net surplus is now projected at $71.5 million, an increase of $30.3 million over the $41.1 million projected in the original FY 2023-24 Budget.

The detailed mid-year budget adjustments and key assumptions are outlined below:

Net Revenue – Electricity (+$51.3 million)

OCPA's primary revenue source comes from the retail sale of electricity to customers, facilitated through OCPA's generation rates. The proposed mid-year budget for FY 2023-24 reflects a full fiscal year of retail sales to our 32,000 commercial and 202,000 residential customers within the SCE service territory.

The following variables impact the projected revenue for FY 2023-24:

- SCE's generation and PCIA rate update, effective January 1, 2024, resulted in OCPA generation rates being higher than expected. From January through June 2024, SCE's average generation rates are approximately 1.1 cents per kWh higher than originally anticipated, while its average PCIA rates are approximately 0.7 cent per kWh lower than originally anticipated.
- The implementation of the newly approved OCPA 2024 Rate Design, effective February 20, 2024, sets Basic Choice rates at a 3% discount to SCE's equivalent generation rates, with adders of 1.0 cent per kWh for Smart Choice and 1.5 cents per kWh for 100% Renewable Choice rates, respectively.
- A shift in the default rate plan from 100% Renewable Choice to Basic Choice by the City of Huntington Beach, starting January 1, 2024.
- An upward adjustment of the customer sales volume load projection by 4.9 GWH based on OCPA's analysis of customer consumption data.
- An increase in the bad debt provision from 1.25% to 1.75%, effective January 1, 2024, to better cover the potential risk associated with aging receivables.

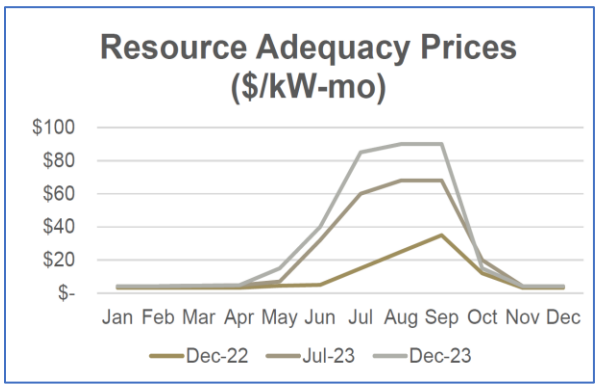
Investment and Miscellaneous Income (+$1.8 million)

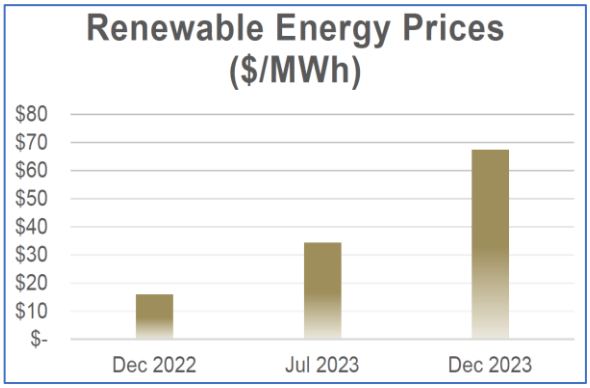
The projected investment income for FY 2023-24 is derived from interest earned on cash reserves held in the FDIC-insured IntraFi Cash Services (ICS) money market account at US Bank. This account provides daily liquidity and complies with OCPA's Investment Policy. Staff monitor the account daily to maximize the interest yield, which is approximately 4.9% APY, without incurring any investment advisor fees.

Cost of Energy (+$24.7 million)

Energy consumption is estimated at 2,745 GWh, including system and distribution system losses of 6%. The energy supply cost primarily consists of two components – Energy and Resource Adequacy (RA). The energy cost component, which includes system energy, eligible renewables, and carbon-free attributes, is estimated at $250.8 million or 84.6% of the total cost of energy. The RA component is forecasted to be $45.8 million or 15.4% of the total cost of energy.

The cost of energy for FY 2023-24 has exceeded the budget, primarily due to a significant increase in market prices for renewable energy. This increase has been partially offset by revenue from the sales of surplus RA. Prices for renewable energy (RE) have surged by 420% year-over-year, with supply remaining very tight in 2024. In a similar vein, summer RA pricing has experienced a nearly 380% increase year-over-year. OCPA purchased more RA than required for its compliance obligations. This surplus was then sold to other load-serving entities, helping them in meeting their compliance obligations and generating revenue for OCPA. The graphics below illustrate the price hikes in the RA and RE markets:





Energy prices are fully hedged against the expected consumption through June 30, 2025. Changes in market prices, forecast accuracy, unusual weather, and regulatory risks are unlikely to cause significant deviations from the current forecast.

For solar customers, OCPA has set the Net Surplus Compensation (NSC) rate at 10% above SCE's NSC rate. The forecasted total payout amount for FY 2023-24 for OCPA's Net Energy Metering (NEM) customers is estimated to be $700k, which is $250k higher than the original budget.

Non-Energy Operating Expenses

OCPA's non-energy operating expenses are categorized into data manager, utility service, staffing, contract services, legal services, marketing & outreach, general & administration, and energy programs. OCPA has actively managed these costs, proposing an overall reduction of $2.1 million (decreasing from 4.7% of revenue to 3.5%). The expense assumptions are outlined as follows:

Data Manager and Utility Service Fees (+$428k)

OCPA contracts with Calpine Energy Solutions for billing data management and call center operations. The fees for billing data management are based on the number of customer meters OCPA serves and the per-meter rates charged by Calpine. The rise in Calpine's service fees is attributed to the bi-monthly enrollment of NEM accounts, which were not accounted for in the original budget for FY 2023-24.

Utility Service Fees, charged by SCE, cover a range of customer billing and administrative services. The increase in these fees results from actual unforeseen costs incurred by SCE.

Staffing Costs (-$2.4 million)
In June 2023, the Board approved 26 full-time and 2 intern positions across the organization for FY 2023-24. Staffing costs include salaries, payroll taxes, benefits, and accrued paid time off for staff, along with the Board-approved 3.8% cost-of-living increase in January 2024. The total staffing costs are projected to be $4 million, or 1% of revenue, as of June 30, 2024. This balance is below the original budget, attributable to the delayed timing of new hires.

Contract Services (-$6k)
OCPA follows industry best practices by initially engaging consultants during the early stages of operations and gradually enhancing its internal staffing capabilities to internalize certain non-industry technical tasks.

Contract Services include the following professional support services:

- Day-to-day accounting, annual financial audit, rate strategies, SCE rate case assessment, HR, executive recruitment, compensation and benefits study, IT, audit advisory services, project management, and banking services.
- Power supply portfolio and risk management, short and long-term energy procurement and contracting, load forecasting, integrated resource planning, scheduling coordination, congestion revenue rights (CRR) purchases and sales, CAISO settlements and reporting, and legislative & regulatory compliance services.

As of June 30, 2024, contract services are forecasted to align with the original budget for FY 2023-24.

Legal Services (No Budget Adjustment)
Legal Services include general counsel and special counsel representation of OCPA, support for power supply procurement transactional and negotiation, involvement in specific regulatory proceedings (e.g., SCE's ERRA Applications, SCE General Rate Case, and other compliance obligations), non-energy contracting support, employment matters, governance and general liability management, clerk support, RA appeal services, and regulatory and legislative advocacy.

As of June 30, 2024, the proposed legal services are forecasted to be the same as the original budget for FY 2023-24.

Marketing and Outreach (-$59k)
As a community-focused public agency, OCPA places a strong emphasis on engaging with its customers. Through various channels, staff actively seeks new opportunities to connect with and cultivate positive relationships with our customers.

Marketing and Outreach services include:

- Maintaining a comprehensive plan to raise awareness about our programs.
- Engaging residential and commercial customers to promote our 100% renewable program and other product offerings.
- Supporting website development and design requirements.

- Building brand and program awareness, minimizing customer opt-outs, maximizing opt-ups to our 100% renewable product, and establishing a framework for long-term community engagement.
- Utilizing direct mailers and covering postage costs for customer enrollment notifications, Joint Rate Comparisons (JRC), Power Content Label (PCL), and obtaining consulting support for strategic outreach and marketing initiatives.

As of June 30, 2024, marketing and outreach costs are projected to be lower than anticipated, primarily due to reduced spending on paid media and advertising. This reduction is partially offset by increased costs for customer notifications.

Other General & Administrative (-$119k)
Other General & Administrative expenses include ordinary business costs such as rent, IT equipment and software, liability insurance, bank fees, office supplies, conferences, travel, business meals, and miscellaneous operational expenses. This category also includes dues for the California Community Choice Association (CalCCA) Membership. CalCCA provides legislative and regulatory support to its members, addressing many of the challenges that face our industry.

As of June 30, 2024, other general & administrative costs are below anticipated levels due to effective cost-control measures.

Energy Programs (No Budget Adjustment)
The design and implementation of energy programs that are relevant and beneficial to OCPA member agencies and customers represent one of the many advantages of a community choice energy program. This approach reflects the reinvestment of revenue back into the communities. For FY 2023-24, there is an anticipated expenditure of $750k on local, community-based programs developed in collaboration with the OCPA Community Advisory Committee.

Non-Operating Expenses
Interest and Finance Costs (+$114k)
Interest and Finance Costs include the repayment of loan principal, associated interest, loan commitment, and fees for the issuance of letters of credit.

As of June 30, 2024, interest and finance costs are higher than anticipated, primarily due to the renewal of letters of credit that were posted as collateral for energy supply.

Capital Outlay (-$25k)
The capital expenditure budget includes a proposed $100k allocation for developing an in-house data analytics platform.

The originally proposed tenant improvement of $225k for OCPA's long-term office will be deferred to the next fiscal year, with the landlord confirming that the timeline for completing tenant improvements is set for mid-August 2024. The cost of tenant improvements will be partially offset by a $200k tenant improvement credit provided by Calpine Energy Solutions.

FISCAL IMPACT

In its first full year of combined commercial and residential operations, the proposed FY 2023-24 Mid-Year Operating Budget projects net revenues of $382.2 million and total operating and non-operating expenses of $310.7 million, leading to a contribution to reserves of $71.5 million. Consequently, the Rate Stabilization Reserve Fund is expected to reach $110 million, representing 35% of total budgetary operating expenditures.

ATTACHMENT

1. Proposed Fiscal Year 2023-24 Mid-Year Operating Budget Amendment

Proposed Fiscal Year 2023-24 Mid-Year Operating Budget Amendment

($ in thousands) Period Ending Jun 30	Approved Budget FY 2023/24	% of Rev	Mid-Year Budget FY 2023/24	% of Rev	Change $	Change %
REVENUE AND OTHER SOURCES						
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Less: Uncollectible Accounts	(4,167)	(1.3%)	(5,657)	(1.5%)	(1,491)	
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Capital Outlay	125	0.0%	100	0.0%	(25)	(20.0%)
Total Other Uses	125	0.0%	100	0.0%	(25)	(20.0%)
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Total Expenditures and Other Uses	288,040	87.5%	310,730	81.3%	22,690	7.9%
Net Income (Surplus/Deficit)	**41,135**	12.5%	**71,461**	18.7%	30,326	73.7%

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.3

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer
Owen Lee, Director of Finance and Data Analytics
Steven Halligan, Regulatory and Legislative Manager

Approved By: Joe Mosca, Interim Chief Executive Officer

Subject: APPROVE ORANGE COUNTY POWER AUTHORITY'S LOAD MANAGEMENT STANDARDS PLAN AND AUTHORIZE STAFF TO SUBMIT PLAN TO THE CALIFORNIA ENERGY COMMISSION

Date: March 19, 2024

RECOMMENDED ACTION

1) Approve Orange County Power Authority's Load Management Standards Plan
2) Authorize Staff to submit this plan to the California Energy Commission and future updates as required by the California Energy Commission.

BACKGROUND

The California Energy Commission (CEC) established Load Management Standards (LMS) in 1982, aiming to enhance electricity demand flexibility by implementing residential load control programs, marginal cost pricing, and time-of-use rates for large commercial and industrial sectors. Over the years, Californian customers across all sectors have been encouraged and sometimes mandated to participate in basic load flexibility programs.

On January 25, 2023, the CEC updated its Load Management Standards regulations necessitating all Load Serving Entities to develop and publish hourly rates and/or programs. This regulatory change aims to balance electricity supply and demand, ensuring reliability, reducing peak demand, and facilitating access to clean and affordable electricity services for Californians.

Under the revised regulations, large community choice aggregators (CCAs), such as Orange County Power Authority (OCPA), must submit a Board-approved LMS compliance plan to the CEC by April 1, 2024. This plan must demonstrate either the adoption of marginal cost-based rates or the provision of programs enabling automated responses to marginal cost signals (termed as "load flexibility programs"), should the former be infeasible or cost prohibitive.

DISCUSSION

The objectives of the California Energy Commission's (CEC) revised Load Management Standards (LMS) align closely with the goals of OCPA and encompass:

- Providing accurate data to customers through a publicly available database regarding current and future time-varying rates.
- Facilitating Demand Response programs and flexible load management by developing and standardizing rate information.
- Ensuring a more precise alignment of marginal wholesale costs with customer rates to promote energy usage when it is most economically advantageous.
- Enhancing customer education and flexible load initiatives by integrating information about new time-varying rates into existing programs.

The OCPA Load Management Standards Plan (attached) details how OCPA's existing and future programs have contributed to these objectives. OCPA staff recommend that the Board adopt an LMS plan that ensures OCPA customers retain access to time-dependent rates and existing and forthcoming load flexibility programs. Currently, the staff does not propose additional hourly marginal cost-based rates. OCPA's current time-of-day rates and load flexibility programs effectively meet the objectives outlined in the LMS regulation.

Since July 2023, OCPA has diligently created and uploaded hourly rate tables for all three products to the CEC's Market Informed Demand Automation Server (MIDAS), in compliance with CEC requirements. These tables, covering the full calendar year for each OCPA TOU rate, are uploaded via the API following CEC guidelines. By April 1, 2024, CEC mandates large CCAs, including OCPA, to include a RIN on customer bills. In compliance with this requirement, OCPA is collaborating with Calpine, OCPA's billing data management service provider, to implement rate identification number (RIN) and QR codes on customer bills starting from April 1, 2024.

In 2024, OCPA is piloting its Summer Readiness program, targeting large energy commercial consumers within its jurisdiction. This program incentivizes voluntary load shifting or reduction among these customers during peak demand days from July to early September. The Summer Readiness program aims to alleviate grid stress and emergencies caused by unexpectedly high energy consumption during the summer.

It's important to note that compliance with the LMS regulation does not diminish the Board's authority as OCPA's rate-making and governing body. OCPA's rates apply solely to the generation component of a customer's bill, while other charges like transmission, delivery, and non-bypassable charges are set and applied by Southern California Edison (SCE). Despite this limitation, OCPA staff fully support the objectives of the LMS regulation.

FISCAL IMPACT

None

ATTACHMENTS

Orange County Power Authority's Load Management Standards Plan

Introduction of Load Management Standard (LMS)

LMS Overview

In 2022, California updated its Load Management Standards (LMS) with amendments aimed at increasing demand flexibility statewide. This supports the state's climate policies and the accelerated adoption of renewable energy technologies. Additionally, the updated LMS will serve as a pivotal regulatory framework with the primary objective of improving the efficiency of Time-of-Use (TOU) electricity consumption. These standards apply to major electricity providers, including investor-owned utilities (IOUs), large publicly-owned utilities, and Community Choice Aggregators (CCAs) that supply over 700 GWh annually.

Under the mandates of the LMS, IOUs and CCAs are required to provide customers with access to rates or programs that offer vital information for optimizing energy consumption. Specifically, CCAs are directed to develop marginal cost-based rates and demand response programs structured according to specified guidelines.

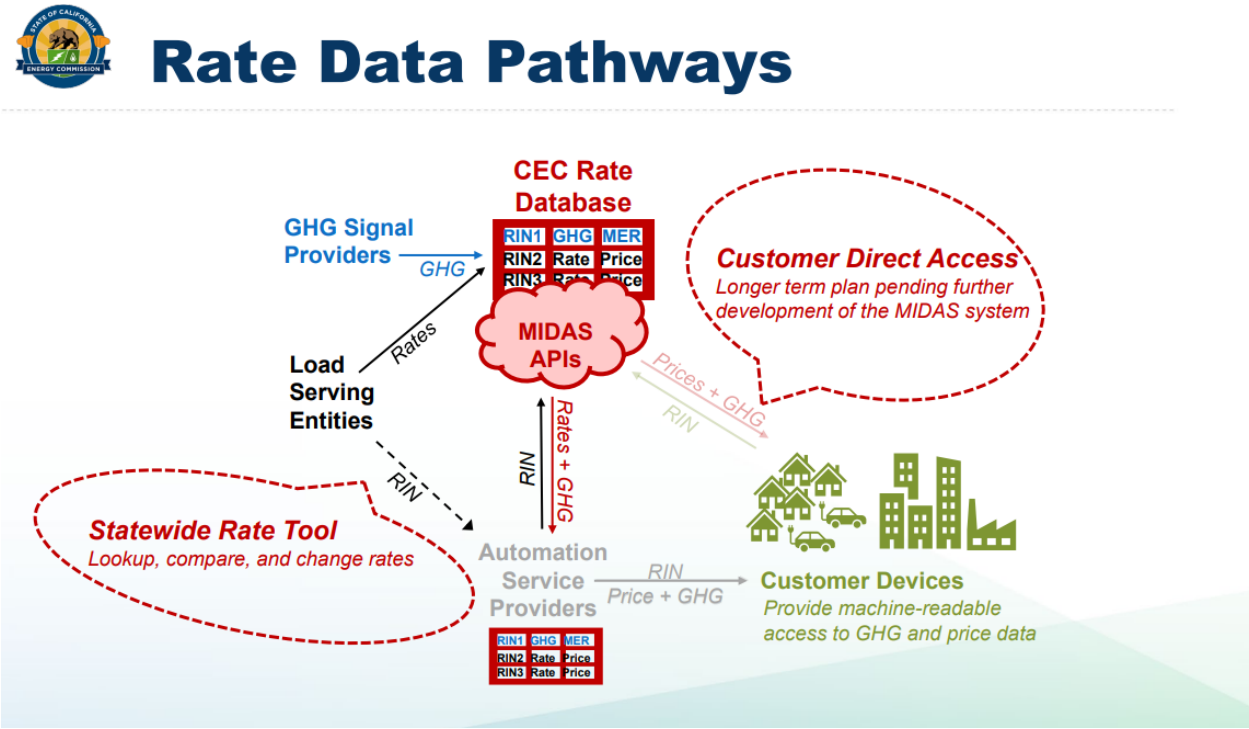
By fulfilling the requirements for the LMS, California Energy Commission (CEC) and participating parties aim to achieve the following goals.

- Reduce Greenhouse Gas Emissions
- Improve Grid Reliability
- Reduce Electrical System Costs
- Increase Customer Choice

LMS Implementation and Operation Summary

Each participating entity is responsible for uploading its time-dependent rates and corresponding Rate Identification Access Numbers (RINs) to the CEC's Market Informed Demand Automation Server (MIDAS). The MIDAS database serves as a central repository for these rates and RINs, providing customers with essential information on time-dependent rates. Subsequently, a user-friendly RIN access tool will be developed by the participating parties, either collaboratively or independently, to enable third parties to assist customers in managing their rate enrollment, with all changes being subject to customer authorization.

Figure 1 (Load Management Standard Implementation by CEC (Docket Numner 23-LMS-01)



LMS Key Areas

The LMS key areas focus on enhancing the efficiency and responsiveness of the energy market through several strategic initiatives:

- Maintain accurate and up-to-date information on time-dependent rates in the publicly available and machine-readable MIDAS rate database for both existing and future rates.
- Establish a standardized tool that provides access to rate information, enabling third-party providers of demand response and load management services to utilize the data.
- Develop and submit dynamic pricing rates based on locational marginal prices, which update hourly to reflect the marginal costs of wholesale electricity procurement.
- Incorporate educational information about newly implemented time-dependent rates and related automation technologies into customer outreach and education initiatives.

LMS Timeline

Date	Milestone
2023 April	Load Management Standards go into effect
2023 July	Upload Existing timedependent rates to MIDAS
2023 - 2024	Submit Compliance Plans
2024 April	Rate Identifiifcation Numbers on Customers Bill
2024 October	Submit Rate Information Access Tool
2025	Submit Load Management Rates and Programs
2026 -2027	Implement Load Management Rates and Programs

Developing Time-Dependent Rates for LMS

The implementation of marginal cost-based electricity pricing, while technically feasible, requires careful consideration of various factors to achieve the desired outcomes envisioned by the LMS. Despite the technological advancements that provide CCAs like Orange County Power Authority (OCPA) with access to essential data on power costs, customer load profiles, and energy consumption patterns across various customer segments, significant steps remain. CCAs, including OCPA, must closely collaborate with energy trading partners and data management experts to facilitate the expedited delivery of hourly variable data, ensuring its accuracy and quality. Understanding the historical correlations within these datasets is crucial for developing cost-effective and appropriate time-dependent rate structures. Regular updates to data operations are vital to reflect changing factors promptly and optimize rate setting accurately. This process will require tight integration with the agency's financial projection. Over the next two years, OCPA is expected to play a significant role in advancing these initiatives to meet the objectives.

OCPA's Current Status

Uploading Hourly Rates to MIDAS Based on Current TOU Rates

Since July 2023, OCPA has diligently created and uploaded hourly rate tables for all three products to MIDAS, in compliance with CEC requirements. These tables, covering the full calendar year for each OCPA TOU rate, are uploaded via the API following CEC guidelines. OCPA has developed internal capabilities to meet these requirements and maintains communication with CEC staff for review. In 2024, the regular uploading task was initially delegated to Calpine, OCPA's billing data management service provider, which also undertook the uploading task for all its CCA customers. However, OCPA will

resume responsibility for this task once the time-dependent rates need to be deployed, ensuring our new rates become effective within a day or less.

Rate Identification Numbers (RIN) on Customer Bills

By April 1, 2024, CEC mandates large CCAs, including OCPA, to include a RIN on customer bills. In compliance with this requirement, OCPA is collaborating with Calpine to implement RIN and QR codes on customer bills starting from April 1, 2024. Furthermore, plans are in place to launch a webpage by October 2024, enabling customers to access their rates using the RIN. Additionally, OCPA is exploring participation in the Statewide Standard Webpage initiative, which is led by California Community Choice Association (CalCCA) and Ava Community Energy.

2024 OCPA Demand Response Program

In 2024, OCPA is piloting its Summer Readiness program, targeting large energy commercial customers within its jurisdiction. This program incentivizes voluntary load shifting or reduction among these customers during peak demand days from July to early September. The Summer Readiness program aims to alleviate grid stress and emergencies caused by unexpectedly high energy consumption during the summer. Participating customers will receive monetary incentives for incremental load reductions achieved, with no penalties for failing to meet reduction targets. Additionally, OCPA has enrolled in Southern California Edison's (SCE) Emergency Load Reduction Program (ELRP), allowing eligible OCPA customers to benefit from SCE's incentives for reducing energy consumption during grid emergencies declared by the California Independent System Operator (CAISO).

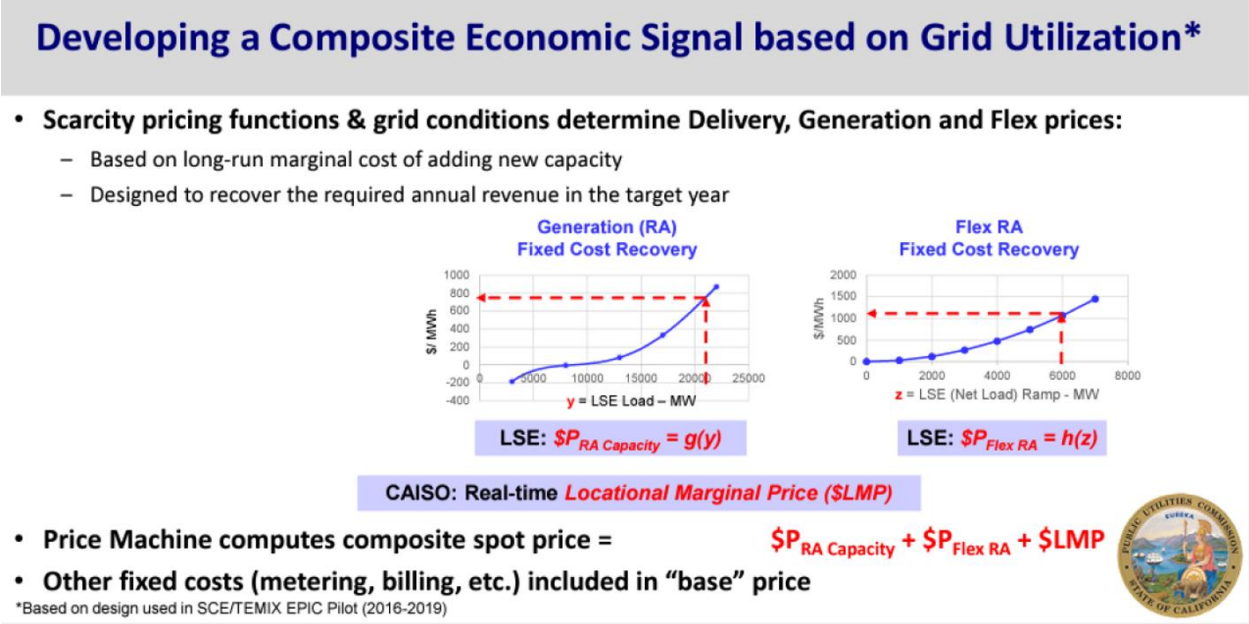
OCPA's Future Projects

OCPA's Time-Dependent Rate Development

By July 1, 2025, qualified CCAs and IOUs are required to submit a dynamic rate for board approval. Subsequently, by July 1, 2027, they must offer their customers the option to voluntarily participate in this rate. The development of dynamically changing rates necessitates ongoing communication regarding cost-effectiveness and technological feasibility, as well as clarity about the expected outcomes, such as load shifting, with the CEC, other utilities, and CCAs.

When establishing dynamic rates, it is essential to consider a variety of factors, both known and unknown. These factors include real-time Locational Marginal Price (LMP) with fixed cost recovery, which impacts Resource Adequacy (RA) costs, and quantifiable Greenhouse Gas (GHG) emission factors that serve as success metrics for the LMS. Additionally, as a financially reliable agency, it is crucial to assess the fiscal impact of customers changing their load shape. Continuous communication with SCE regarding the outcomes of their Dynamic Pricing Pilot, the CEC's expansion plans related to the LMS, and the technological feasibility of these initiatives is paramount for ensuring our future success in rate-setting (see Figure 2).

Figure 2. Developing a Composite Economic Signal based on Grid Utilization



Effectiveness of Developing Time-dependent Rates for OCPA: Perspectives from Grid Reliability and Carbon Emission Goal

As previously discussed, the success criteria for the long-term project with the CEC are twofold:

1. Enhancing grid reliability through voluntary load shifting.
2. Decreasing carbon emissions by shifting load away from peak hours.

Figure 3 illustrates the hourly fluctuations in actual SP 15 prices in late July 2023, while Figure 4 displays the hourly breakdown of energy sources within the CAISO for the year

2020. An analysis of the spike in CAISO's LMP after 4 pm reveals a heavier reliance on conventional energy sources over renewables. This visual representation effectively highlights CEC's dual objectives.

Figure 3. Hourly SCE LMPs in July 2023

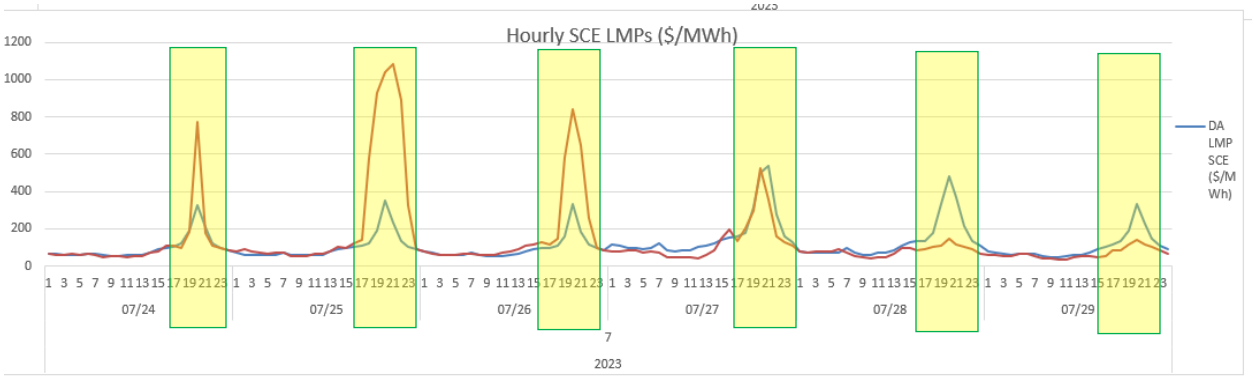
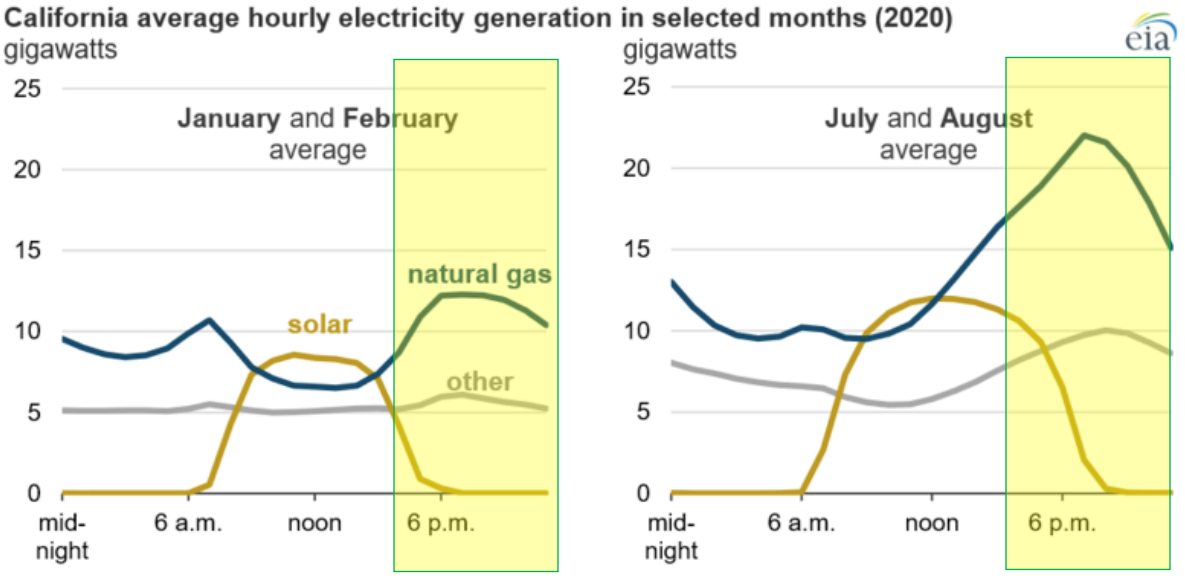


Figure 4. From U.S. Energy Information Administration



Source: U.S. Energy Information Administration, *Hourly Electric Grid Monitor*
Note: Data are for the California region, which includes electric power markets regulated by the California Independent System Operator (CAISO) and other balancing authorities operating largely in California.
Size of this preview: 800 × 436 pixels. Other resolutions: 320 × 174 pixels | 640 × 348 pixels | 1,045 × 569 pixels.

Given SCE's substantial $54 million budget for their Dynamic Rate Pilot, it is crucial for OCPA to thoroughly assess the effectiveness and scope of implementing the LMS application to ensure a meaningful impact on the CEC's initiative. While the CEC

currently mandates only one rate for IOUs and CCAs under the time-dependent (hourly) rate structure, expanding the number of rates could introduce risks, including increased budgetary requirements for potentially marginal gains and added complexity in daily rate management. Additionally, the voluntary nature of participation presents the risk of falling short in achieving the desired contribution to California's objectives. Moreover, balancing budget constraints with the challenges of potential cost recovery and the necessity for robust customer engagement is crucial. As SCE's pilot program serves as one of the models for us to gauge our program's success, we will closely monitor their results to evaluate effectiveness and accurately estimate organizational costs.

OCPA's Efforts to Fortify and Diversify Demand Response

To effectively implement the LMS plan, OCPA will build upon its existing and forthcoming energy programs, such as the Summer Readiness program. OCPA will encourage customers to voluntarily install smart devices and participate in future Demand Response programs. These devices will respond to price signals from the dynamically changing rates, enabling control to shift loads away from peak periods. Additionally, OCPA intends to explore advanced optimization techniques that factor in weather forecasts and grid conditions for more accurate short-term energy forecasts.

OCPA will also engage in discussions with the CEC to align on goals and receive guidance about this LMS initiative, alongside our CCA and IOU partners. Future communications with the CEC will provide a clearer picture of how to achieve our goals in more cost-effective ways. Furthermore, as OCPA plans to create cost-of-service-based rates, we will explore the feasibility of implementing a time-dependent rate setting as part of OCPA's pilot, provided the conditions are met.

Lastly, we will actively participate in the development of a statewide tool for customers to conveniently look up hourly changing rates. This effort will be complemented by further developing our platform to enhance rate visualization for our customers, building upon the statewide tool.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.4

To: Orange County Power Authority Board of Directors

From: Fred Jung, Board Chair
Nicholaus Norvell, Interim General Counsel

Subject: APPOINT CHIEF EXECUTIVE OFFICER AND APPROVE EMPLOYMENT AGREEMENT; UPDATE CHECK SIGNATORIES

Date: March 19, 2024

RECOMMENDATIONS

1. Adopt resolution appointing Joseph Mosca as Chief Executive Officer effective March 19, 2024 and approving execution of an Employment Agreement with Mr. Mosca in substantially the form attached hereto, with non-substantive revisions approved by the Chair and reviewed and approved as to form by the Interim General Counsel.
2. Adopt Resolution designating authorized representatives to sign checks and other disbursements.

BACKGROUND

In summer 2023, Orange County Power Authority (OCPA) retained the services of CPS HR Consulting to conduct a thorough, competitive recruitment process for OCPA's Chief Executive Officer (CEO) position. CPS HR performed a nationwide recruitment process seeking qualified applicants with a mix of public and private experience and a comprehensive understanding of public utilities and energy markets. Of the 126 applications received, reviewed, and evaluated, four candidates interviewed with the full Board of Directors on November 29, 2023, and two candidates participated in follow-up interviews with the Board of Directors on January 24, 2024.

Based on the Board's direction and the parameters established for CEO compensation and benefits, the Board Chair and Interim General Counsel negotiated an Employment Agreement with the selected CEO candidate, Joseph Mosca.

Mr. Mosca has been serving as the Interim CEO of OCPA since June 2023. He was previously the Director of Communications and External Affairs at OCPA. Before joining OCPA, Mr. Mosca was a founding member and the former Chair of the Board of Directors of San Diego Community Power. He has a deep understanding of the California energy sector and local government. Mr. Mosca had also worked for two California utilities, San Diego Gas & Electric and Southern California Gas Company. Additionally, he served as the Mayor of Sierra Madre in Los Angeles County and the Deputy Mayor of Encinitas in San Diego County. During his time as the Deputy Mayor, he was also the President of the San Dieguito Water District. Mr. Mosca holds a Doctor of Law degree and is a member of the California Bar Association.

The proposed CEO Employment Agreement was developed based on similar employment contracts for local public agency executives. Under the agreement, Mr. Mosca will be compensated during his tenure as CEO at an annual salary of $300,000, while receiving the same employment benefits established by the Board of Directors for all C-level executives of OCPA.

The Employment Agreement provides for an initial term of two years and states that the Board of Directors will provide regular performance evaluations, with the first occurring after six months of employment and on an annual basis thereafter.

Update to Check Signatories

In May 2023, the Board of Directors adopted Resolution No. 2023-04, which updated the authorization of specific individuals to act on OCPA's behalf and to authorize OCPA's depository institutions to honor checks written on OCPA accounts when executed by any two of the authorized representatives. For payments not issued from OCPA check stock where a signature is not applicable (such as wires or ACH bill pay) at least two of the authorized representatives are required to document their approval of the invoice or bill prior to payment. With the appointment of Mr. Mosca as CEO, Resolution No. 2023-04 should be replaced effective immediately.

The attached Resolution would identify the following authorized representatives:

Joseph Mosca, Chief Executive Officer
Tiffany Law, Chief Financial Officer
Michael Maher, Treasurer

With the exception of the updated representatives, the Resolution remains consistent with Resolution No. 2023-04.

FISCAL IMPACT

The salary and benefits under the proposed CEO Employment Agreement are within the budgeted amounts in Fiscal Year 2023-24.

ATTACHMENTS

Attachment A: Resolution Appointing CEO and Approving Employment Agreement
Attachment B: Employment Agreement
Attachment C: Resolution Designating Authorized Representatives To Sign Checks And Other Disbursements

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY POWER AUTHORITY APPOINTING A CHIEF EXECUTIVE OFFICER AND AUTHORIZING EXECUTION OF AN EMPLOYMENT AGREEMENT

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 Board of Directors of OCPA desires to appoint Joseph Mosca as Chief Executive Officer and to authorize the execution of an Employment Agreement with Mr. Mosca.

C. Mr. Mosca desires to serve as Chief Executive Officer of OCPA starting on March 19, 2024.

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

Section 1. Joseph Mosca is appointed as the Chief Executive Officer effective March 19, 2024, pursuant to the Employment Agreement attached to the staff report.

Section 2. The Board Chair is authorized to execute the Employment Agreement with Mr. Mosca in substantially the form attached to the staff report, with non-substantive revisions approved by the Chair and reviewed and approved as to form by the Interim General Counsel.

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 March 19, 2024.

_____
Fred Jung, Chair
Orange County Power Authority

ATTEST:

_____
Secretary
Orange County Power Authority

ORANGE COUNTY POWER AUTHORITY
EMPLOYMENT AGREEMENT
(Chief Executive Officer)

This Employment Agreement ("**Agreement**") dated as of March 19, 2024 ("**Effective Date**"), is entered into by and between Orange County Power Authority, a California joint powers authority ("**Authority**" or "**Employer**") and Joseph Mosca ("**Employee**"). Authority and Employee may be referred to herein individually as a "**Party**" and collectively as the "**Parties**." Authority and Employee agree to the following terms and conditions of employment.

1. **TERM.** Employer shall employ Employee for two (2) years, from the Effective Date of this Agreement until March 18, 2026, unless the employment is terminated earlier in accordance with Section 4 of this Agreement.

2. **POSITION AND RESPONSIBILITIES.**

(a) **Position and Duties.** Employee accepts employment with Employer as Chief Executive Officer ("CEO") and shall perform all services appropriate to that position pursuant to Authority's Joint Powers Agreement; any resolutions, bylaws, policies, procedures, rules, or other enactments of the Authority Board of Directors; any directions of the Authority Board of Directors; and as otherwise provided by applicable law or regulation. The CEO's duties include, but are not limited to, those set forth in the position description which appears as Exhibit A, attached hereto. Employee shall devote Employee's best efforts and full-time attention to the performance of Employee's duties. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to Authority. Employee shall receive formal direction as to matters of Authority business only from the Board of Directors.

(b) **Hours of Work.** Employee is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the CEO position. Employee does not have set hours of work as Employee is expected to be available at all times. It is recognized that Employee must devote a great deal of time to the business of the Authority outside of the Authority's customary office hours, and to that end Employee's schedule of work each day and week may vary in accordance with the work required to be performed and in accordance with any specific direction provided by the Authority Board of Directors.

(c) **Outside Activities**.

(i) Employee agrees to devote Employee's full time and attention to the discharge of Employee's duties as Chief Executive Officer, except that this provision shall be construed so as to permit Employee to participate in community service, public service, or non-profit activities which, in the opinion of the Board of Directors, do not constitute a conflict of interest and do not unreasonably interfere with the performance of the Employee's duties as Chief Executive Officer, Authority operations, or Authority's reputation in the community.

(ii) Except upon the prior written consent of the Board of Directors or as stated above in Section 2(c)(i), Employee (during the term of this Agreement) shall not: (A) accept any other employment; or (B) engage, directly or indirectly, in any other business, commercial, or professional activity (whether or not pursued for pecuniary advantage) that is or

may be competitive with Authority that might create a conflict of interest with Authority or that otherwise might interfere with the business and operations of Authority. So that Authority may be aware of the extent of any other demands upon Employee's time and attention, Employee shall disclose in confidence to the Board of Directors the nature and scope of any other business activity in which Employee is or may become engaged during the term of this Agreement (provided, however, that such activity may be subject to public disclosure as required by law or Authority's Conflict of Interest Code). This section shall not be deemed to prohibit passive personal investments.

(d) **Work Product.** Employee agrees that all documents and writings of any type produced in the performance of this Agreement shall be the sole property of Authority including all rights therein of whatever kind and whether arising from common or civil law or equity. Upon termination of this Agreement for any reason all such documents and writings produced in the performance of this Agreement shall be transferred to and become the property of Authority upon its request without additional compensation.

3. **COMPENSATION AND BENEFITS; PERFORMANCE REVIEWS.**

(a) **Base Annual Salary.** In consideration of the services to be rendered under this Agreement, Authority shall pay Employee, as base annual salary, Three Hundred Thousand Dollars ($300,000.00) per year. This amount shall be paid on a pro rata basis pursuant to the procedures regularly established and as they may be amended by Authority in its sole discretion.

(b) **Performance Reviews and Changes in Compensation.**

(i) Performance Reviews. Employee's performance of his duties and responsibilities shall be evaluated by the Board of Directors within six (6) months of the Effective Date and thereafter on or before the one (1) year anniversary of the initial evaluation. Employee will request and schedule such reviews, as appropriate, pursuant to Board of Directors agenda procedures or as otherwise directed by the Board of Directors. The initial and annual performance reviews shall be in accordance with specific criteria developed by the Board of Directors, in consultation with Employee. Said criteria may be added to or deleted as the Board of Directors may from time-to-time determine, in consultation with the Employee. Nothing in this paragraph is intended to limit other evaluations or reviews or to limit the normal communications process between the Board of Directors and Employee. Further, nothing in this paragraph shall be deemed to alter or change the employment status of Employee, nor shall this paragraph be construed as requiring "cause" to terminate this Agreement or the services of Employee hereunder.

(ii) Changes in Compensation. Following or in conjunction with Employee's initial and annual performance reviews, the Board of Directors may, in its sole discretion, review and adjust Employee's compensation and benefits, which may include, but not be limited to: a cost of living adjustment (COLA), a merit increase in base salary, an adjustment based on a review of similar positions at comparable agencies, and/or a merit bonus of up to five percent (5%) of base salary.

(c) **Benefits.** Employee shall be entitled to receive the same type and level of benefits afforded by Authority to other executive staff employees as established from time to time by Authority's Board of Directors, which may include, but not be limited to, health insurance benefits (medical, vision, and dental), retirement benefits, leaves, disability coverage, auto allowance, term

life insurance and/or other benefits as they may be modified or amended from time to time. No statement concerning benefits or compensation to which Employee is entitled shall alter in any way the term of this Agreement, any renewal thereof, or its termination.

4. **NATURE AND TERMINATION OF EMPLOYMENT.**

(a) **At-Will Employment; Termination.** Authority and Employee expressly agree that the employment relationship created by this Agreement is "at-will," that Employee serves at the will and pleasure of the Board of Directors, and Employee may be terminated at any time, with or without cause. Nothing in this Agreement or any statute, ordinance, or rule shall prevent, limit or otherwise interfere with the right of Authority to terminate, without cause or right of appeal or grievance, the services of the Employee at any time. The provisions below apply to termination:

(i) Termination by Authority for Cause. At any time, Authority may immediately terminate this Agreement for cause by providing written notification to the Employee with the basis for the cause. All compensation and benefits shall immediately terminate upon the effective date of any notice of for-cause termination. For the purposes of this Agreement, "cause" shall include, but not be limited to, bribery, theft, embezzlement, conviction of any criminal act involving fraud, malfeasance, or an act of misfeasance, unlawful discrimination, commission of a felony, moral turpitude, material dishonesty related to Employee's duties or the Authority, material violation of the Authority's personnel policies or procedures as discussed in Section 5 herein, or other gross misconduct in the performance of his or her job. Employee shall not be entitled to any severance under this Agreement, as described below in paragraph (ii), if terminated for cause.

(ii) Termination by Authority Without Cause. At any time, Authority may terminate this Agreement without cause. In the event that Employee's employment is terminated without cause, Employee shall be entitled to receive severance pay equal to six (6) months' salary ("**Severance Pay**") in accordance with the provisions of this section. Severance Pay shall be computed based upon Employee's base monthly salary in effect at the time of termination. In exchange for the Severance Pay mentioned above, Employee hereby expressly waives any right he or she may have under any applicable law, Authority policy or otherwise to appeal or grieve the termination. Employee further agrees that payment of Severance Pay is contingent on execution of a severance agreement by Employee including a general waiver of claims consistent with this paragraph and California Civil Code section 1542. The Parties expressly acknowledge and agree that these Severance Pay provisions have been independently negotiated. Acceptance at the time of termination by Employee of the Severance Pay shall operate as a full and complete waiver and release of any and all rights, claims, and/or causes of action which Employee may have, or have had, at any time, in the past or in the future, arising out of Employee's employment by Authority including, but not limited to, claims for wrongful termination with the exception of any claims for worker's compensation benefits or any other claims which cannot be waived under applicable law. If Employee wishes to retain any such rights, Employee must decline to accept the Severance Pay provided by this paragraph. This section is intended to comply with the provisions of California Government Code §§ 53260 and 53261, *et seq.*, and in no event shall Employee be entitled to severance benefits greater than provided for therein.

(b) **Resignation.** In the event that Employee voluntarily resigns Employee's position with Authority, Employee shall provide a minimum of thirty (30) days' notice unless the parties agree otherwise.

5. **AUTHORITY POLICIES AND PROCEDURES.** In addition to the terms and conditions of this Agreement, the terms and conditions of Employee's employment, including additional employment benefits of Employee not specifically provided for in this Agreement, shall be governed by Authority's personnel policies and procedures to the extent not inconsistent with the provisions of the Agreement. In the event of any conflict with an express provision of this Agreement, this Agreement shall control.

6. **STATUTORY REQUIREMENTS**. Pursuant to Government Code section 53243, *et seq.*, which became effective on January 1, 2012, if Employee is convicted of a crime involving an abuse of his office or position, all of the following will apply: (1) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse such amounts paid; (2) if the Authority pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Employee shall be required to fully reimburse such amounts paid; and (3) if the Employee's employment is terminated, any cash settlement related to the termination that the Employee may receive from the Authority shall be fully reimbursed to the Authority. For purposes of this section, "abuse of office or position" means either: (1) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including, but not limited to, a crime described in Titles 5, 6, or 7 of Part 1 of the Penal Code. The provisions of California Government Code Sections 53243 to 53243.4, as those sections now or hereafter exist are hereby incorporated by reference into this Agreement.

7. **PAYMENT OF EXPENSES OF EMPLOYMENT**. Authority shall pay the following usual and customary employment expenses:

(a) **Job-Related Expenses; Professional Development**. Reimbursement for ordinary and necessary job-related expenses incurred on behalf of Authority in accordance with Authority policy and applicable law. Subject to the limitations of applicable law and Authority policy, Authority shall pay or otherwise reimburse Employee for the costs of necessary meetings and functions Employee attends on Authority's behalf, including transportation, registration, meals and hotel accommodations. Employee shall provide appropriate receipts to Authority for any expense reimbursements. Authority shall pay reasonable sums for professional development services or dues and subscriptions for Employee's participation in associations and organizations, which memberships are necessary and desirable for the continued professional development of Employee and for the good of Authority. Notwithstanding the foregoing, the Authority's Board of Directors shall have discretion to establish appropriate amounts, in the annual Authority budget or otherwise, for job-related and professional development expenses and travel costs.

(b) **Fidelity Bonds.** The cost of any fidelity or other bonds required by law for Employee.

(c) **Defense and Indemnity.** Subject to Section 6 of this Agreement, the cost to defend and indemnify Employee to the full extent of the law as provided by the California Government Claims Act (Government Code § 810 *et seq.*) or otherwise. Notwithstanding the foregoing, Authority's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, unless otherwise specifically provided by law. Authority will

determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee and the amount of any settlement or judgment rendered thereon.

8. **NOTICES.** Any notice or other communication under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to Authority or to Employee at the address described below. Employee shall be obligated to notify Authority in writing of any change in address.

(a) Notice to Authority shall be made to the attention of the Chair of Authority's Board of Directors at Authority's then-current principal place of business as identified in a resolution or other enactment of Authority's Board of Directors, as may be amended from time to time.

(b) Notice to Employee shall be made to Employee's then-current address on file with Authority Human Resources.

9. **INTEGRATION.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by Authority. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Employee, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of Authority, now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

10. **AMENDMENTS; WAIVERS.** This Agreement may not be amended except by an instrument in writing, signed by each of the parties. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

11. **SEVERABILITY.** If any provision of this Agreement, or its application to any person, place, or circumstance is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

12. **ATTORNEYS' FEES.** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

13. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed in accordance with the law of the State of California. Employee and Employer agree that venue for any dispute shall be in Orange County, California.

14. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

15. **EMPLOYEE ACKNOWLEDGMENT.** Employee acknowledges that Employee has had the opportunity to consult legal counsel in regard to this Agreement, that Employee has read and understands this Agreement, that Employee is fully aware of its legal effect, and that Employee has entered into it freely and voluntarily and based on Employee's own judgment and not on any representations or promises other than those contained in this Agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have duly executed this Employment Agreement between Orange County Power Authority and Joseph Mosca as of the date first written above.

Dated: _____

_____

Joseph Mosca

Dated: _____

_____

Fred Jung, Chair
Orange County Power Authority

Approval as to Form:

_____

Nicholaus Norvell, Interim General Counsel

EXHIBIT A
Job Description - Chief Executive Officer

The Chief Executive Officer is responsible for the day-to-day operation and management of the Orange County Power Authority ("Authority") and its community choice aggregation ("CCA") program. The Chief Executive Officer may exercise all powers of the Authority except those powers specifically reserved to the Board under the Authority's Joint Powers Agreement, the Authority's bylaws, or other enactments or directions of the Board. Responsibilities of the Chief Executive Officer include:

- **Authority Direction and Supervision.** Oversee all functions of the Authority, including administration, finance, staffing, marketing, public affairs, power planning and procurement, supply operations, local energy programs, and legislative and regulatory affairs; provide administrative direction and supervision to employees, including assigning projects and objectives; conducting performance evaluations; developing, motivating, and training; and, hiring, terminating and disciplining.

- **Board Relations; Implementation of Policies.** Foster and maintain a strong relationship with the Board; approve agendas for presentation to the Board; present briefings, policies, reports, and recommendations to the Board; administer and implement Board-adopted ordinances, resolutions, bylaws, policies, procedures, and other enactments.

- **Contracting.** Enter into and execute contracts, including power purchase agreements and other agreements, in accordance with criteria and policies established by the Board.

- **Internal Leadership.** Provide direction and assistance to staff members, including management team building and training.

- **Customer and Stakeholder Relations.** Interact with Authority customers and stakeholders regarding a variety of issues; interact with the media presenting appropriate information on programs, services, and events.

- **Inter-Agency Relations.** Foster and maintain strong relationships with external agencies, including the Authority member agencies, other local, state, and federal governments, the California Public Utilities Commission, and other key agencies and stakeholders.

- **Recruitment and Development**. Adding member agencies and engaging potential member agencies.

- **Strategies.** Develop and implement Authority strategies in conjunction with other the Authority management staff; approve strategies and communicate to staff.

- **Reports and Correspondence.** Prepare, review, and approve a variety of reports and correspondence.

- **Other.** Perform other duties of a similar nature or level.

RESOLUTION NO. 2024-___

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY POWER AUTHORITY DESIGNATING AUTHORIZED REPRESENTATIVES TO SIGN CHECKS AND OTHER DISBURSEMENTS

A. The Orange County Power Authority ("Authority") is a joint powers authority formed pursuant to the Joint Exercise of Powers Act, Government. Code § 6500 *et seq.*, Public Utilities Code § 366.2, and a Joint Powers Agreement effective on November 20, 2020 ("JPA Agreement").

B. Authority has adopted a Procurement Policy providing administrative procurement practices and a Delegated Contract Authority Policy concerning execution of contracts and related documents, as each may be amended from time to time.

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

Section 1. Authority's depository institutions are instructed to honor checks written on Authority accounts when executed by any two of the following authorized representatives. For payments not issued from Authority check stock where a signature is not applicable (such as wires or ACH bill pay) at least two of the following authorized representatives will document their approval of the invoice or bill prior to payment:

Joseph Mosca, Chief Executive Officer
Tiffany Law, Chief Financial Officer
Michael Maher, Accountant

Section 2. Notwithstanding the above, for checks in the amount of less than $5,000, Authority's depository institutions are instructed to honor checks written on Authority accounts when executed by either:

Joseph Mosca, Chief Executive Officer; or
Tiffany Law, Chief Financial Officer

Section 3. No checks are to be prepared or executed without compliance with applicable Authority policies and procedures and appropriate support documentation for the expense (*e.g.*, purchase order, packing slip, or invoice).

Section 4. Resolution No. 2023-___ and any other similar resolution authorizing persons to sign checks or approve payments on behalf of OCPA, if any, are hereby rescinded.

Section 5. 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 March 19, 2024.

_____
Chair, Board of Directors
Orange County Power Authority

ATTEST:

_____
Secretary
Orange County Power Authority

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.5

To: Orange County Power Authority Board of Directors

From: Saul Viramontes, Management Analyst

Approved By: Joe Mosca, Interim Chief Executive Officer

Subject: APPROVE MANAGED IT SERVICES AGREEMENT WITH SDI PRESENCE LLC

Date: March 19, 2024

RECOMMENDED ACTIONS

Authorize the CEO to execute a two-year Agreement with SDI Presence LLC for Managed IT Services, effective April 1, 2024, through March 31, 2026, including the option for the CEO to extend the Agreement for three additional one-year terms, subject to satisfactory performance, with a total not-to-exceed amount of $387,636, excluding the reimbursement of software subscriptions fees billed by third-party vendors at cost.

BACKGROUND

Staff issued a Request for Proposals (RFP) for Managed IT Services on November 16, 2023. This invitation to submit proposals was extensively distributed to 1,104 potential bidders on BidNet Direct ensuring wide reach and fairness. The RFP was publicly available on the OCPA website, promoting transparency and equal opportunity for all interested parties. On December 5, 2023, OCPA posted our responses to 75 inquiries from potential vendors, demonstrating our commitment to clear communication. By the RFP's closing date, 179 potential vendors had downloaded the document. By December 15, 2023, OCPA received ten (10) proposals in response to the RFP.

After reviewing the proposals, two (2) were disqualified for not meeting minimum requirements. The remaining eight (8) proposals were submitted to the evaluation panel. The panel consisted of two (2) internal OCPA staff and one (1) external staff member from another CCA. The panel qualifications were as follows:

Evaluator 1 – OCPA staff member responsible for managing current IT vendor
Evaluator 2 – OCPA fintech staff member with a detailed understanding of OCPA's current and future needs related to managing and protecting customer data
Evaluator 3 – External CCA staff member serving in a senior IT role

DISCUSSION/ANALYSIS

RFP Process

The RFP Scope of Services included:

1. Endpoint Management – ensuring the OCPA server and all equipment are safe and up to date, and configuring and updating encryption, anti-virus, and anti-malware. Performing backups of user data.
2. Help Desk Support – traditional help desk support to help staff troubleshoot computer issues, install and update software, and emergency support.
3. On-Site Support – eight (8) hours of weekly support in the office to support our Board and Community Advisory Committee meetings and onboarding new staff.
4. Cyber Security – identity management and access control, multi-factor authentication, vulnerability management, securing remote access, network protection, detection and response, disaster recovery and threat management.
5. Vendor Management – managing relationships with third-party vendors for software and technology services.
6. Software – purchasing and maintaining current Microsoft and technical software licenses required for general business and data analytics.

Evaluation Criteria

Criteria	**Weight**
Minimum Qualifications	Pass/Fail
Understanding of the scope of work required by OCPA: • Quality, clarity, and responsiveness of the proposal. • The approach proposed for delivering services.	25%
Consultant expertise, and experience: • Demonstrable skills and qualifications essential for successful execution of OCPA's requirements. • Proven recent experience in delivering comparable services. • Experience and background of the specific personnel appointed to this project.	40%
Commercial Terms (Price) and Compliance with OCPA Standard Professional Services Agreement	35%
Total	**100%**

Vendor Selection

After a thorough evaluation, SDI Presence LLC (SDI) was selected for board consideration and further negotiation. This decision is detailed in Attachment B.

SDI demonstrated one of the two most robust proposals as evaluated by the panel. Their pricing was also among the most competitive in the group. The interview process further set them apart as they articulated the most comprehensive cyber security processes and demonstrated a high level of flexibility and experience managing similar customers. Lastly, they presented a large list of municipal and utility clients, including strong references.

SDI Presence LLC

SDI is an IT consultancy and managed services provider (MSP) with over 25 years of experience serving municipal and corporate customers. SDI delivers strategic managed services, IT consulting, and hybrid infrastructure solutions to optimize technology environments. SDI is a certified Minority Business Enterprise (MBE), with a portfolio of clients that includes some of the nation's largest airports, utilities, commercial real estate portfolios, and government agencies. Currently, SDI provides IT services to various local utility agencies in California, including:

1. Helix Water District
2. Inland Empire Utilities Agency
3. Irvine Ranch Water District
4. Los Angeles Department of Water and Power
5. Moulton Niguel Water District
6. Silicon Valley Clean Water
7. Silicon Valley Power
8. South Orange County Wastewater Authority
9. Southern California Edison

FISCAL IMPACT

We have allocated the Not-to-Exceed (NTE) amounts from April to June 2024 in the FY23/24 Mid-Year Budget. The remaining Year 1 NTE amounts from July 2024 through March 2025 and the NTE for Year 2 will be included in the FY24/25 and FY25/26 Budgets, respectively. Should the contract be extended, the NTEs for Years 3 to 5 will be budgeted in future annual budgets.

ATTACHMENT

Attachment A – Managed IT Services Agreement
Attachment B – Managed IT Services RFP Evaluation Summary

ORANGE COUNTY POWER AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
MANAGED IT SERVICES

This Professional Services Agreement ("**Agreement**") is made and entered into on March 19, 2024, by and between ORANGE COUNTY POWER AUTHORITY, a California joint powers authority ("**Authority**") and SDI Presence LLC, a Delaware limited liability company ("**Consultant**"). Authority and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties**."

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional services required by Authority on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Managed IT Services, is licensed in the State of California, and is familiar with the plans of Authority.

B. Authority desires to engage Consultant to render such professional services for the Managed IT Services ("**Project**") as set forth in this Agreement.

AGREEMENT

1. **Scope of Services and Term.**

1.1 General Scope of Services. Consultant promises and agrees to furnish to Authority all labor and services and incidental and customary work necessary to fully and adequately supply assist the Authority the implementation services necessary for the Project ("**Services**"). The Services are more particularly described in Exhibit A attached hereto, and which are stated in the proposal to Authority. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations.

1.2 Term. The term of this Agreement shall be from April 1, 2024 to March 31, 2026, with the Authority's option to extend for up to three (3) additional one (1) year terms, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

2. **Responsibilities of Consultant.**

2.1 Control and Payment of Subordinates; Independent Consultant. The Services shall be performed by Consultant or under its supervision. Authority retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Authority and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit B attached hereto. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Authority shall respond to Consultant's submittals in a timely manner. Upon request of Authority, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Authority.

2.4 Substitution of Key Personnel. Consultant has represented to Authority that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Authority. In the event that Authority and Consultant cannot agree as to the substitution of key personnel, Authority shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to Authority, or who are determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Authority. The key personnel for performance of this Agreement are as follows:

Phil Danie
Senior Vice President

2.5 Authority's Representative. Authority hereby designates the Chief Executive Officer, or designee, to act as its representative for the performance of this Agreement ("**Authority's Representative**"). Authority's Representative shall have the power to act on behalf of Authority for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than Authority's Representative, or designee.

2.6 Consultant's Representative. Consultant hereby designates **Phil Danie, Senior Vice President,** or his or her designee, to act as its Representative for the performance of this Agreement ("**Consultant's Representative**"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

2.7 Coordination of Services. Consultant agrees to work closely with Authority staff in the performance of Services and shall be available to Authority's staff, consultants and other staff at all reasonable times.

2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub- contractors

shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from Authority, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subcontractors who is determined by Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to Authority, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Authority, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Authority, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

2.10 Insurance.

2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to Authority that it has secured all insurance required under this section, in a form and with insurance companies acceptable to Authority. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to Authority that the subcontractor has secured all insurance required under this section.

2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and

property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

2.10.3 Professional Liability. Consultant shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by Authority to add the following provisions to the insurance policies:

(A) General Liability.

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

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give Authority, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from Authority's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) Authority, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects Authority, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's

scheduled underlying coverage. Any insurance or self-insurance maintained by Authority, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against Authority, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to Authority, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority (if agreed to in a written contract or agreement) before Authority's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(ii) Consultant shall provide Authority at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to Authority at least ten (10) days prior to the effective date of cancellation or expiration.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by Authority, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement. Authority may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(vi) Neither Authority nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to Authority, its directors, officials, officers, employees, agents and volunteers.

2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by Authority. Consultant shall guarantee that, at the option of Authority, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to Authority.

2.10.8 Verification of Coverage. Consultant shall furnish Authority with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to Authority. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by Authority if requested. All certificates and endorsements must be received and approved by Authority before work commences. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

2.10.9 Subcontractor Insurance Requirements. Consultant shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to Authority that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name Authority as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Authority may approve different scopes or minimum limits of insurance for particular subcontractors.

2.10.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3. **Fees and Payments.**

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit C, attached hereto. The total compensation shall not exceed $387,636 (not including reimbursement of Microsoft and software subscriptions billed by third-party vendors at cost) without written approval of Authority's Board of Directors or Chief Executive Officer, as appropriate**.** Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement. The Authority's Chief Executive Officer is authorized to execute any extensions, subject to any limits in Authority policies or, if applicable, in the Board of Directors' action approving this Agreement; the Board shall approve any amendments/extensions exceeding the Chief Executive Officer's authority.

3.2 Payment of Compensation. Consultant shall submit to Authority a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Authority shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Authority.

3.4 Extra Work. At any time during the term of this Agreement, Authority may request that Consultant perform Extra Work. As used herein, "**Extra Work**" means any work which is determined by Authority to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Authority's Representative.

4. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

5. **General Provisions.**

5.1 Termination of Agreement.

5.1.1 Grounds for Termination. Authority may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, in such notice. The effective date of any such termination shall be no less than thirty (30) days from the date of the termination notice letter; provided, however, that the Authority may terminate this Agreement with cause immediately upon notice to Consultant. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Authority, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. "With cause" shall mean a material breach of this Agreement that, in Authority's sole discretion, is not appropriate for an opportunity to cure, or any negligence, recklessness, or willful misconduct by Consultant in or relating to the performance of this Agreement.

5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Authority may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Attn: Sharee L. Wolff, CFO
SDI Presence LLC
6080 Center Dr. 6th Floor
Los Angeles, CA 90045

Authority:

Attn: Joseph M. Mosca, CEO
Orange County Power Authority
15642 Sand Canyon Avenue
P.O. Box 54283
Irvine, CA 92619

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

5.3 Ownership of Materials and Confidentiality.

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

5.3.2 Intellectual Property. In addition, Authority shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("**Intellectual Property**") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

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

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

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

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

5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Authority, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Authority.

5.3.4 Infringement Indemnification. Consultant shall defend, indemnify and hold Authority, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Authority of the Documents & Data, including any method, process, product, or concept specified or depicted.

5.3.5 Third Party Materials. Notwithstanding anything to the contrary in the foregoing and for the purposes of clarity, Consultant, including Consultant's subcontractors and third-party vendors, shall retain ownership of any pre-existing intellectual property used and/or delivered to the Authority in the performance of the Services under this Agreement. To the extent Consultant provides third party licensed software or hardware as part of a deliverable hereunder, Consultant shall pass through to the Authority all rights and title to use such third-party pre-existing intellectual property."

5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

5.6 Indemnification.

5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any failure to comply with any obligations contained in this Agreement or any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Authority, its directors,

officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Authority or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Authority and its directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.

5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County, California.

5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

5.10 Authority's Right to Employ Other Consultants. Authority reserves right to employ other consultants in connection with this Project.

5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of Authority. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to Authority include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.19 Equal Opportunity Employment and Subcontracting. Consultant represents that it is an equal opportunity employer and it shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of applicants, employees, subcontractors, vendors, or suppliers. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Further, Consultant shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation, or to undertake self- insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

5.23 Subcontracting**.** Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Authority. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

ORANGE COUNTY POWER AUTHORITY, a California joint powers authority	**SDI PRESENCE LLC, a Delaware limited liability company**
By : _____	By : _____
Name: _____	Name: _____
Title: _____	Title: _____

ATTEST:

_____
Secretary, Authority Board of Directors

APPROVED AS TO FORM:

_____
General Counsel

EXHIBIT A

SCOPE OF SERVICES

The Consultant has reviewed the Authority's Scope of Services and understands that the Authority desires an experienced and qualified IT managed services partner to provide IT support, Office 365 administration and management, help desk support, cyber security monitoring and management, and special project delivery.

The Scope of Services is intended to ensure the proper operation of the Authority's computer system, equipment, hardware and software, related network infrastructure, and business systems. It is anticipated to include, but not be limited to the following:

ENDPOINT MANAGEMENT

Desktop endpoint management services typically include setup and configuration of desktops; ongoing hardware diagnostics and support of all desktops, printers, and other peripherals; maintenance of operating system and application patch levels in accordance with agreed-upon outage schedules; installation, upgrades, and troubleshooting of software as required; maintenance of accurate hardware and software inventories; performance of minor hardware installations and modifications on IT equipment.

Server endpoint management services typically include the same as desktop endpoints with the addition of administration of server-based file systems to ensure that access to organizational data is secure and available for authorized users/groups, administration of Active Directory, enterprise application support.

The Authority maintains approximately 20 Desktops, Laptops and Tablets in various locations throughout the State. OCPA is requiring the following for endpoints:

- Inventory Control & Reporting
- Warranty Management
- Asset Tracking
- Purchasing new computers and peripherals and advising on specs related to purchases
- Setting up new computers for users with a wide variety of needs
- Patching and compliance for Operating Systems and Installed Applications
- Mobile Device Management
- Endpoint Encryption
- Anti-virus & Anti-malware management and remediation
- Perform risk assessments and testing of data management systems
- Implement and oversee data privacy compliance procedures
- Security Policy Management
- Implement and maintain internal controls, network security and other security systems for computer and telecommunication data, systems, and hardware protection

- Backup and Disaster Recovery products
- Remote Monitoring of hardware and software for errors, warnings, or non-compliance
- Troubleshoot printer/scanning issues; interface with vendors to coordinate repairs

ON-SITE SUPPORT

The Consultant will provide on-site staff support one (1) day per week for a total of eight (8) hours or a schedule agreed upon by the Authority and Consultant. The Consultant will coordinate with the Authority's designated representative regarding scheduling and substitution of personnel. On-site support days are expected to correspond with Board, Committee, and Community Advisory Committee meetings. The updated schedule for the Authority's meetings can be found at https://www.ocpower.org/board-and-committee-meetings/

The Authority's representative will submit a schedule of requested on-site support dates at the beginning of this Agreement term and will submit any requested updates on an as-needed basis. Provided that the Authority provides at least ten (10) calendar day notice, it is the Consultant's responsibility to ensure coverage and schedule an alternate staff person, if needed, and communicate such changes to the Authority's representative.

The Authority reserves the right to request alternate personnel for on-site support based on work requirements and performance expectations related to supporting live public meetings subject to the Brown Act.

HELP DESK SUPPORT

Beginning on the first day of this Agreement, the Consultant will assume full responsibility for the Authority's helpdesk. The Consultant will publish a single call number for accessing the helpdesk and become a single point of contact for all Authority IT-related calls. All Authority incidents will be directed to the helpdesk and all calls will be logged and entered into the ticketing system.

All incidents will be handled and tracked according to the agreed upon event handling SLAs and will follow the Authority's escalation procedures. All tickets will be tracked by the helpdesk agent that received the initial contact. In the event the incident gets escalated elsewhere within the Authority, the helpdesk agent will be accountable for proper closure of any ticket and follow up with the end user. The Consultant will provide detailed reports capturing details such as, speed to answer, time to close tickets, tickets and calls in wait queues, number of open/closed tickets, and root causing analysis. The details of each of these reports will vary and have dependencies on the current PBX and tool capabilities. The Consultant will work with the Authority on ways to minimize the number of tickets and FTEs required to support the helpdesk. This can be accomplished with self-help and FAQ configurations that will give users the ability to be more self-sufficient.

The Consultant will enhance the level of helpdesk and end user services to the Authority by applying experience supporting helpdesk services for numerous public agencies in California

and throughout the United States.

The Authority supports over 15 end users, who use approximately 20 applications. The vendor is expected to provide support in administering the Authority's IT needs. This includes end user support and training, department level systems and capital needs planning, and input into major system enhancements. The Consultant will participate collaboratively with various departments to fulfill service needs and will make recommendations for future purchasing and technology upgrades when advisable. Personnel providing services under this Agreement must be fully qualified to perform the required work.

Help Desk Support must include:

- Service Call Tracking
- Monthly reports on problems, issues, affected users, problem categories
- Application and operating system help desk services for staff
- Manage SharePoint intranet
- Provide technical support and troubleshoots issues as they arise
- Facilitate efficient installation, configuration, upgrade and ongoing usability of computers, peripheral equipment and software within established standards and guidelines
- Analyze and solve Information Technology operating problems
- Guidance and user support pertaining to proper use of Authority applications and systems
- Guidance and user support pertaining to proper response to security concerns such as websites, emails, and application behavior
- Construction of a knowledge base of Support Resolutions and Instructional How-To articles. The platform housing this data, and the data within the platform shall be owned by the Authority.
- Support during Business Hours: Support during business hours must include on-site support as well as phone or remote support as needed to meet the requirements below. Business Hours are Mondays through Fridays from 7:00 a.m. until 5:30 p.m. Holidays are excluded.
- On-site support staff available to assist in user training and orientation on the first day of any newly hired OCPA Employee
- On-site support for Board, Committee, and Community Advisory Committee Meetings, including set-up of all technological and audio-visual needs. Facilitates timely preparation prior to events and continuous support during and thereafter.
- On-site support to rollout new computers/laptops/access for new employees

CYBER SECURITY

The Consultant adheres to a multilayered model to ensure the Authority is following leading and nationally recognized information security frameworks. Notable approaches include, but are not

limited to:

- Identity Management & Access Control via industry-leading multifactor authentication (MFA) solutions
- Vulnerability management and continuous monitoring of all IT systems
- Secure remote access with virtual private network (VPN) tunnels
- Access to internal and client resources following the principle of least privilege
    - Vulnerability management and continuous monitoring of all IT systems
    - Secure remote access with virtual private network (VPN) tunnels
    - Access to internal and client resources following the principle of least privilege

Border Protection

- Internet service provider (ISP) monitoring
- Distributed denial of service (DDoS) Protection
- CISA penetration testing
- Third-party penetration testing
- Email filtering

Network Protection/Firewall Segmentation

- GeoFencing
- Intrusion prevention/detection system (IPS/IDS)
- Malicious address/blacklist blocking
- Threat management/exploit protection
- Layer 7 application control

Extended Detection and Response (XDR)

- Continuous monitoring and automated artificial intelligence (AI) response
- Endpoint anti-virus/anti-malware management
- Phishing email testing and assessment
- URL filtering
- Vulnerability assessment and remediation

Disaster Recovery

- Rapid access to on and off-site data backups
- Encrypted data snapshots on shared data repositories
- Preconfigured server recovery templates and desktop device images
- Rapid software deployment capabilities

Insider Threat Management

- User access controls
- Least privilege
- User training

The Authority has deployed a robust, multilayered approach to security-focused technologies: DNS Security and content filtering, Anti-malware software deployed to all Endpoints, Anti-virus & Security software deployed to Servers, Standard Anti-virus software deployed to Endpoints

and end user training via a Learning Management System (LMS). The Authority will require the Consultant to develop Cyber Security and PCI Compliance plans in partnership with the Authority. The Consultant will be required to:

- Monitor & manage the existing DNS Security and content filtering system
- Monitor & manage the existing Anti-malware system
- Monitor & manage the existing Anti-virus and Security system
- Provide standard Anti-virus software and management of said software to all end-point devices
- Provide a Learning Management System for the Authority's employees, curate the trainings provided to end users

VENDOR MANAGEMENT

The Authority hosts various municipal vendor software applications that require at least one dedicated resource to become proficient in supporting the application's internal operations (application subject matter experts). The Consultant will be required:

- To meet with all Authority application vendors
- To work with vendors in jointly resolving issues or problems with vendor supplied software and to schedule updates and upgrades to provided services
- Monitor vendor provided services and proactively reach out to vendors when and if those services stop working
- To create and curate a Knowledge Base of Problem Resolution and How-To documentation for all line of business applications and for all vendor provided services. The platform housing this data, and the data within the platform shall be owed by the Authority, and the Authority shall retain this information in the event of a severance of services at a future date

SOFTWARE

The Consultant represents that it is a Microsoft Gold Partner meeting Microsoft's high standard of technical performance, service quality, and customer care and that it has numerous employees with Microsoft certifications. The Consultant will support the procurement of Microsoft licensed products by leveraging existing Enterprise Agreements previously negotiated by larger organization(s) to obtain favorable pricing not typically available to smaller local government organizations.

The Authority will purchase several software packages through the Managed IT Services contract. The required software includes but is not limited to:

- Dropsuite Business backup
- LastPass
- Microsoft 365 Business Basic and Standard
- Microsoft 365 Business Voice
- Microsoft 365 Domestic Calling Plan

- Microsoft Entra ID P1
- Microsoft Teams Phone Resource Account
- Microsoft Visio Online Plan 2
- Mimecast with Archiving (M2A)
- Ironscales Core

Substitutions may be allowed. Other software may be required.

ADDITIONAL IT SUPPORT AS NEEDED

For services not described in this Scope of Work and therefore not covered by the Authority's monthly compensation of Consultant, the Authority may request for additional IT support or similar services under Section 3.4 of the Agreement (Extra Work). Such services shall be billed at the hourly rates set forth in Exhibit C.

EXHIBIT B

SCHEDULE OF SERVICES

The Consultant will complete the onboarding process over four (4) weeks as outlined below. All Consultant costs associated with the onboarding process will be included in the one-time Engagement & Transition (E&T) fee of $5,250. The E&T fee is included in the yearly costs described in the Payment Schedule table listed below.

Week 1 (Beginning Monday, April 1, 2024)

- Engage OCPA's staff and current service provider to ensure maximum knowledge transfer
- Evaluate current service provider's remote access and reconfigure in accordance with OCPA's
- preference
- Consult with OCPA representatives/stakeholders to record observed obstacles and identify future
- IT goals and objectives
- Perform discovery scan and produce preliminary hardware/operating system inventory
- Identify highly vulnerable desktop assets and begin emergency risk mitigation planning
- Provide week-one report to the designated OCPA representative that includes:
    - Preliminary observations
    - Preliminary inventory report
    - Request for approval to proceed with desktop emergency risk mitigation actions

Week 2

- Begin desktop emergency risk mitigation actions
- Identify highly vulnerable server assets and begin emergency risk mitigation planning
- Begin deployment of the host-based agent(s) to perform continuous monitoring and improve the
- accuracy of:
    - Hardware inventory and operating system identification
    - Applications and associated versions, patch levels, and document deficiencies
- Provide week-two report to the designated OCPA representative that includes:
    - Progress of desktop emergency risk mitigation actions
    - Updated and expanded preliminary inventory report

Week 3

- Continue the desktop emergency risk mitigation actions
- Continue assessment of server assets and emergency risk mitigation planning
- Evaluate network configuration and security and begin risk mitigation planning
- Continue deployment of the host-based agent(s) to perform continuous monitoring and improve
- the accuracy of inventory
- Provide week-three report to the designated OCPA representative that includes:
    - Progress of emergency risk mitigation actions
    - Updated and expanded preliminary inventory report

- Request for approval to proceed with server asset emergency risk mitigation actions

Week 4

- Continue desktop emergency risk mitigation actions
- Begin server asset emergency risk mitigation actions
- Begin limited assessment of virtualization platform(s)
- Provide month-end report to the designated OCPA representative that includes:
  - Summary of desktop, server, and network risk-mitigation actions
  - Complete inventory report
  - Summary of help desk tickets including response time and final disposition

EXHIBIT C

COMPENSATION BILLING RATES

Monthly Compensation

The Consultant will be compensated $4,862 monthly for an ongoing commitment rate of 11 hours per week consisting of one (1) IT Technician for 8 hours on-site, vCIO for 1 hour per week, and high-level resource staff, inclusive of all positions listed in the Hourly Billing Rates table below for 2 hours per week. On-site support hours will occur between 7:00 am and 9:00 pm based on the Authority's meeting schedules. Requests for on-site support during these hours will not incur additional costs.

The monthly compensation for the Consultant for staff hours is not inclusive of costs to procure Microsoft software licenses which will be passed on to the Authority without any additional markup. The Consultant will provide the additional services to the Authority at the following costs, if applicable:

Item	Cost
Kasyea – Ticketing and Agent	Included at no additional cost
Drop Suit Business Backup	Included at no additional cost
IronScales Core	Included at no additional cost
eMail Filter/Security	Included at no additional cost
Mobile Device Management	Included at no additional cost
Password Management	Included at no additional cost
SentinelOne Endpoint Security Software	$45 per device per year - *additional option
Cloud Object Storage for Storage Snapshots	$28 per TB per month - *additional option
Cloud Backup Storage	$99 per TB per month - *additional option

Payment Schedule (billed monthly)

Year 1	Year 2	Year 3 (optional extension)	Year 4 (optional extension)	Year 5 (optional extension)
$63,594	$61,261	$64,324	$67,540	$70,917

The Payment Schedule table represents annual fixed costs associated with this Agreement inclusive of a 5% annual increase and the E&T fee in Year 1 to cover the onboarding and initial engagement costs of the Consultant.

The total not-to-exceed amount for this Agreement is $$387,636, which includes monthly

compensation for standard services (including potential extensions) and potential compensation for Extra Work, and does not include reimbursement of Microsoft and software subscriptions billed by third-party vendors at cost.

Hourly Billing Rates

Position	Hourly
Technician (Level I)	$74.00
Technician (Level II)	$78.00
Technician (Level III)	$87.00
System Engineer I	$98.00
System Engineer II	$112.00
System Engineer III	$121.00
Software Developer I	$95.00
Software Developer II	$115.00
Software Developer III	$137.00
SQL DBA	$139.00
GIS Analyst	$124.00
Project Manager	$146.00
Network Engineer	$148.00
Certified Security Specialist	$165.00
Software Architect	$167.00
Subject Matter Expert	$185.00
vCIO	$195.00

If the Authority requests Extra Work to be performed by the Consultant, compensation for the augmentation of staff will be paid at the rates listed above.

Annual adjustments to these hourly rates will incorporate a 5% increase, effective upon each anniversary of the Agreement effective date.

Orange County Power Authority

Request for Proposal (RFP) Summary

RFP For: Managed IT Services
RFP No: 23-007
Type of Procurement (Informal Bidding or Formal Bidding): Formal Bidding

Event	Date
Release Request for Proposals	Thursday, November 16, 2023
Questions Submitted to OCPA	Friday, December 1, 2023
OCPA Posts Response to Questions	Wednesday, December 6, 2023
Proposal Deadline	Friday, December 15, 2023
Short Listing and Notification for Interviews	Thursday, January 25, 2024
Interviews	Tuesday, January 30, 2024
Contractor Recommendation/Board Approval	Tuesday, March 19, 2024
Final Negotiations/Contract Execution	Friday, March 29, 2024

Proposers	Technical Evaluation Points (Average)	Cost Evaluation Ranking	Total Points
Vendor 1 - NetForce	1.65	0.35	2.00
Vendor 2 - SMSDatacenter	2.83	1.75	4.58
Vendor 3 - LanceSoftinc	-	-	-
Vendor 4 - Kaygeninc	2.88	1.40	4.28
Vendor 5 - VIPIT	-	-	-
Vendor 6 - Greystone Technology	2.27	1.05	3.32
Vendor 7 - GoldenFive	2.45	1.05	3.50
Vendor 8 - SDIPresence	3.12	1.75	4.87
Vendor 9 - AcornTechnologiesServices	3.12	1.40	4.52
Vendor 10 - Glassbox Technology	1.40	0.70	2.10

Selection and Award Section

Awarded Vendor:	SDI Presence LLC

SDI Presence demonstrated one of the two most robust proposals as evaluated by the panel. Their pricing was also among the most competitive in the group. The interview process further set them apart as they articulated the most comprehensive cyber security processes and demonstrated a high level of flexibility and experience managing similar customers. Lastly, they presented a large list of municipal and utility customers, including strong references.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.6

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer

Subject: MASTER PURCHASE AND SALE AGREEMENT CONFIRMATION LETTER WITH SOUTHERN CALIFORNIA EDISON

Date: March 19, 2024

RECOMMENDED ACTION

1. Approve Master Purchase and Sale Agreement Confirmation with Southern California Edison for Modified Cost Allocation Mechanism (MCAM) procurement obligations.

2. Authorize Interim Chief Executive Officer to execute the Confirmation Letter in substantially similar form with approval as to form by the General Counsel.

BACKGROUND

The Orange County Power Authority ("OCPA") has an opportunity to acquire additional resource adequacy capacity from Southern California Edison Company ("SCE") as a result of a recent decision of the California Public Utilities Commission ("CPUC") which adjusts the allocation mechanism which was adopted in 2022. This process is known as the Modified Cost Allocation Mechanism or "MCAM" and was established in CPUC decision D.22-05-015 and adjusted by CPUC Decision D.23-12-014. The available resource adequacy capacity comes from incremental resource procurement undertaken by SCE pursuant to CPUC order D.19-10-001, which directed load serving entities to acquire new generation and/or storage resources to improve grid reliability. OCPA was not in operation at the time of D.19-10-001 and is not subject to the procurement order. SCE carries the D.19-10-001 procurement obligation associated with customers that are now being served by OCPA. OCPA customers are obligated to pay a share of the cost of these resources through the Power Charge Indifference Adjustment "exit fee" that SCE charges to OCPA customers.

Through the adjustment to the MCAM, OCPA can elect to acquire an additional share of the D.19-10-001 resource adequacy capacity for the benefit of its customers. This is a one-time opportunity, and OCPA does not have discretion to modify the contract amount or duration. Under the contract, the price paid by OCPA will equal the benchmark price for resource adequacy as determined by the CPUC annually as part of the PCIA calculation process. The current resource adequacy benchmark price is below the cost that OCPA can acquire resource adequacy in the market. The current market benchmark price is $15.23, which is lower than the cost at which OCPA can procure resource adequacy.

The delivery term of the supplemental resource adequacy subject to the confirmation begins January 1, 2025 and continues for the life of the contracts held by SCE, which is through September 2041. The notional value of the additional resource adequacy is $12,919,000.

Board authorization is required for this contract in accordance with OCPA's Energy Risk Management Policy due to the tenor exceeding five years.

SCE has established a deadline for executing the supplemental MCAM contracts of March, 22, 2024 for inclusion in an Advice Letter filing to the CPUC to be made by later this year. Staff believes that the supplemental MCAM contract will reduce costs for the OCPA program and recommends the Board authorize the Interim Chief Executive Officer to execute the agreement.

FISCAL IMPACT

The total contract cost is undetermined due to the annual true-up of the contract price in accordance with the CPUC's resource adequacy benchmark price; however, at the current benchmark price of $15.23 per kW-month, the total contract value would equate to $12,919,000.

ATTACHMENT

MCAM Resource Adequacy Confirmation

MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER
BETWEEN
ORANGE COUNTY POWER AUTHORITY
AND
SOUTHERN CALIFORNIA EDISON COMPANY

This confirmation letter including all appendices hereto ("Confirmation") confirms the Transaction between **Orange County Power Authority** ("Counterparty") and **Southern California Edison Company** ("SCE"), each individually a "Party" and together the "Parties", dated as of _____ (the "Confirmation Effective Date") in which Seller agrees to provide to Buyer the right to the Product, as such term is defined in this Confirmation, in the amounts described in this Confirmation. This Transaction is governed by the Edison Electric Institute ("EEI") Master Power Purchase and Sale Agreement between the Parties, effective as of 09/21/2021, along with the Cover Sheet, any amendments and annexes thereto (the "Master Agreement"), and including, the EEI Collateral Annex to the Master Agreement along with the Paragraph 10 to the Collateral Annex between the Parties (such Paragraph 10 and the Collateral Annex are referred to collectively herein as the "Collateral Annex") (the Master Agreement and the Collateral Annex shall be collectively referred to as the "EEI Agreement"). The EEI Agreement and this Confirmation shall be collectively referred to herein as the "Agreement". Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the EEI Agreement, or the CAISO Tariff (defined herein below). To the extent this Confirmation is inconsistent with any provision of the EEI Agreement, this Confirmation shall govern the rights and obligations of the Parties hereunder.

RECITALS

WHEREAS, the California Public Utilities Commission ("CPUC") adopted the Decision On Modified Cost Allocation Mechanism for Opt-Out and Backstop Procurement Obligations, Decision ("D.") 22-05-015, on May 19, 2022 ("Original MCAM Decision");

WHEREAS, the Original MCAM Decision provides load-serving entities with loads that migrated from the investor-owned utilities since November 7, 2019 the option to enter into an agreement with the relevant investor-owned utility that conducted procurement in accordance with D.19-11-016 to purchase a share of the system resource adequacy ("RA") capacity at the Market Price Benchmark calculated in accordance with the provisions of D.19-10-001;

WHEREAS, the CPUC modified the Original MCAM Decision through its adoption of the Decision Granting Petition for Modification on Modified Cost Allocation Mechanism, D.23-12-014, on December 14, 2023 ("Modified MCAM Decision");

WHEREAS, the Modified MCAM Decision allows load-serving entities with loads that migrated from the investor-owned utilities to purchase an additional share of system RA capacity based on the additional load migration in the final 2023 RA year-ahead load forecast;

WHEREAS, Counterparty is a load-serving entity with such migrated loads and desires to enter into this Agreement to purchase its additional eligible system RA share of SCE's D.19-11-016 procurement in accordance with the Modified MCAM Decision; and

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1. TRANSACTION TERMS

1.1 Product; Elections

Product: The Capacity Attributes of the Unit(s) as described in Appendix C and allocated in accordance with Section 2.1, or as provided from Alternate Unit(s) in accordance with Section 2.3.

Flexible Capacity: The Product shall include Flexible Capacity if identified in Appendix B as applicable.

This Confirmation does not convey to Buyer any right to count the Contract Quantity toward Buyer's procurement requirements pursuant to D.19-11-016, D.21-06-035, D.23-02-040, or D.24-02-047.

1.2 Delivery and Receipt of Product

Seller shall sell and deliver to Buyer, and Buyer shall receive and purchase from Seller the Product in the amount of the applicable Contract Quantity for each month of the Delivery Period.

1.3 Delivery Period and Term

(a) Delivery Period. The Delivery Period is as specified in Appendix B of this Confirmation in the row titled "Delivery Period", unless terminated earlier in accordance with the terms of this Agreement; provided, such termination shall not affect or excuse the performance of either Party under any provision of this Agreement that by its terms survives any such termination.

(b) Term. The Term of this Transaction shall commence upon the Confirmation Effective Date and shall continue until the later of (i) the expiration of the Delivery Period or (ii) the date the Parties' obligations under this Confirmation have been satisfied. This Confirmation shall be effective and binding as of the Confirmation Effective Date.

1.4 Contract Quantity

[redacted]

1.5 Flexible Capacity

[redacted]

1.6 Contract Price

[redacted]

ARTICLE 2. DELIVERY OBLIGATIONS

2.1 Seller's Delivery Obligations

Seller shall provide Buyer with the Expected Contract Quantity of Product for each Showing Month consistent with the following:

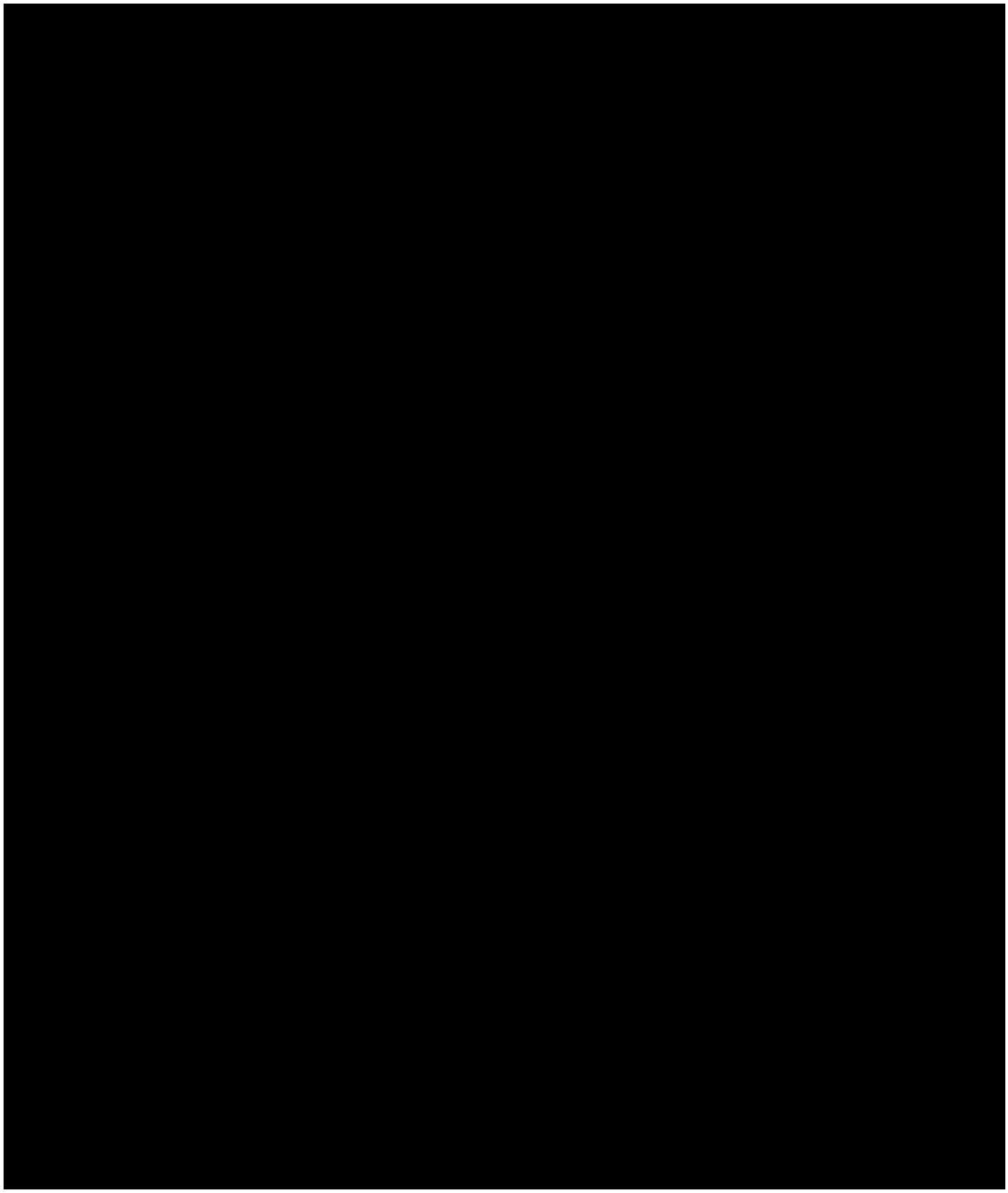
(a) Supply Plan Obligation. Seller shall, on a timely basis, submit, or cause the Unit's SC to submit, (i) Monthly Supply Plans and (ii) Annual Supply Plans (if the Confirmation Effective Date is prior to the year-ahead Compliance Showing Deadline applicable for the Showing Months as specified in Sections 1.4 and 1.5 herein), in accordance with the CAISO Tariff, identifying and confirming the transfer of the Expected Contract Quantity of Product to Buyer for each Showing Month (the "Supply Plan Obligation").

(b) Showing Month Notice. If (i) Seller intends to utilize an Alternate Unit in accordance with Section 2.3 to satisfy its Supply Plan Obligation, or (ii) Seller intends to deliver less than the Contract Quantity of Product for such Showing Month for any reason, then Seller shall, or shall cause the Unit's SC to, submit written notification to Buyer (the "Showing Month Notice"), no later than the Compliance Notification Deadline, identifying (x) such Alternate Unit(s) in accordance with Section 2.3, (y) the Contract Quantity of Product from such Alternate Unit(s), and (z) the total Contract Quantity to be provided on the Showing Month Supply Plan.

(c) Contract Quantity Unit Allocation. Seller may deliver Product from any one or combination of Unit(s) set forth in Appendix C at Seller's sole discretion. Seller shall provide email notice to Buyer's Supply Plan contact, as set forth in Appendix D, no later than the initial Compliance Showing Deadline for

each Showing Month containing the allocation of Contract Quantity by Unit ("Contract Quantity Unit Allocation").

2.2 Adjustments to Contract Quantity



2.3 Seller's Option To Provide Alternate Capacity

Seller may, at no cost to Buyer, provide Buyer with Product from one or more Alternate Units in an amount such that the total amount of Product provided to

Buyer from the Unit and Alternate Units is not more than the Contract Quantity for the applicable Showing Month, provided that in each case:

(a) Seller shall notify Buyer no later than the Compliance Notification Deadline for such Showing Month of its intent to provide Product from and identify alternate units that (i) are accepted by the CAISO, and (ii) otherwise satisfy the requirements of this Agreement ("Alternate Units");

(b) Seller shall, or shall cause the Unit's SC to submit a Monthly Supply Plan and an Annual Supply Plan, as applicable, that includes the Alternate Units, in accordance with the CAISO Tariff, no later than the initial Compliance Showing Deadline for such Showing Month;

(c) if Seller does not comply with the requirements of Sections 2.3(a) and (b) for the applicable Showing Month, then any such Alternate Units shall not be deemed a Unit for purposes of this Confirmation for that Showing Month and Seller shall not receive payment for such Product.

Subject to the satisfaction of the conditions contained in subsections (a) – (c) of this Section 2.3, once Seller has identified in writing any Alternate Units that meet the requirements of this Section 2.3, then any such Alternate Units shall be automatically deemed a Unit for purposes of this Confirmation for that Showing Month.

2.4 Damages for Failure to Provide Capacity

If Seller fails to provide Buyer with the Expected Contract Quantity of Product for any Showing Month, in accordance with Section 2.1 (the "Replacement Obligation"), in each case as applicable, then the following shall apply:

(a) Buyer may, but shall not be required to, replace all or any portion of the Replacement Obligation for the applicable Showing Month with capacity having equivalent Capacity Attributes as the Expected Contract Quantity; provided, if, using commercially reasonable efforts, Buyer is unable to acquire capacity having equivalent Capacity Attributes for any portion of any Showing Month, Buyer may replace such portion of the Replacement Obligation with capacity having Capacity Attributes in excess of the Contract Quantity (the "Replacement Capacity"). Buyer may enter into purchase transactions with one or more parties to purchase Replacement Capacity. Additionally, Buyer may enter into one or more arrangements to repurchase its obligation to sell and deliver capacity to another party, and such arrangements shall be considered the procurement of Replacement Capacity. Buyer shall act in a commercially reasonable manner to minimize damages in procuring any Replacement Capacity.

(b) Seller shall pay to Buyer at the time set forth in Section 4.1 of the Master Agreement, the following damages in lieu of damages specified in Section

4.1 of the Master Agreement: an amount equal to the positive difference, if any, between (i) the sum of (A) the actual cost paid by Buyer for any Replacement Capacity, including any transaction costs and expenses incurred in connection with such procurement, plus (B) each applicable Replacement Capacity Price multiplied by the aggregate amount of Replacement Obligation not purchased by Buyer as Replacement Capacity, for all applicable portions of the applicable Showing Month pursuant to Section 2.4(a), and (ii) the Replacement Obligation, not provided for all applicable portions of the applicable Showing Month times the Contract Price for that month. Buyer's invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount and shall include supporting documentation.

2.5 Indemnities for Failure to Deliver Expected Contract Quantity

Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines, or costs assessed against Buyer by the CPUC or the CAISO, resulting from all or any of the following:

(a) Seller's failure to provide any portion of the Expected Contract Quantity for any portion of the Delivery Period;

(b) Seller's failure to provide a Showing Month Notice for any portion of the Delivery Period;

(c) Seller's or the Unit's SC's failure to timely or accurately submit, or otherwise satisfy its Supply Plan Obligation for any portion of the Expected Contract Quantity or any portion of the Delivery Period; or

(d) any other failure by Seller to perform its obligations under this Confirmation.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines, or costs.

2.6 Buyer's Re-Sale of Product

Buyer may re-sell all or a portion of the Product and any associated rights, in each case, acquired under this Confirmation, in accordance with Applicable Laws and CPUC Decisions ("Resold Product"); provided, with respect to Resold Product that includes the sale of Capacity Attributes that impact Seller's obligations under this Confirmation, Buyer agrees to: (a) notify Seller that such a sale has occurred; (b) provide Seller with the information described in Appendix E; and (c) notify Seller of any subsequent changes to the information in Appendix E with respect to any particular sale; in each case promptly following such sale and in no event later than the initial Compliance Showing Deadline for each Showing Month. Subject to Article 6 below, Seller agrees, and agrees to cause the Unit's SC, to: (i) follow Buyer's instructions with respect to providing such Resold Product to

subsequent purchasers of such Resold Product; and (ii) take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to allow such subsequent purchasers to use such Resold Product.

Seller acknowledges and agrees that with respect to any Resold Product, if Buyer incurs any liability to any purchaser of such Resold Product due to the failure of Seller or the Unit's SC to comply with the terms of this Confirmation, and Seller would have had liability to Buyer under this Confirmation for such failure had Buyer not sold the Resold Product to a subsequent purchaser, then Seller shall be liable to Buyer under this Confirmation, including without limitation, pursuant to Sections 2.4 and 2.5, for the amounts it would have been liable to Buyer for had such Resold Product not been sold to a subsequent purchaser. Buyer acknowledges and agrees that with respect to any Resold Product, if Seller incurs any liability to any purchaser of such Resold Product due to the failure of Buyer to comply with the terms of this Confirmation, and Buyer would have had liability to Seller under this Confirmation for such failure had Buyer not sold the Resold Product to a subsequent purchaser, then Buyer shall be liable to Seller under this Confirmation for the amounts it would have been liable to Seller for had such Resold Product not been sold to a subsequent purchaser.

2.7 CAISO Offer Requirements

Seller shall, or cause each Unit's SC to, schedule with, or make available to, the CAISO the Expected Contract Quantity for each Unit in compliance with the CAISO Tariff, and shall, or shall cause each Unit's SC, owner, or operator, as applicable, to perform all obligations under the CAISO Tariff that are associated with the sale and delivery of Product hereunder. Buyer shall have no liability for the failure of Seller or the failure of any Unit's SC, owner, or operator to comply with such CAISO Tariff provisions, including any penalties, charges or fines imposed on Seller or such Unit's SC, owner, or operator for such noncompliance.

2.8 Unit SC's Substitution Obligation

After the obligation to replace all or any portion of the Expected Contract Quantity transfers from the load serving entity to the Unit's SC for a Showing Month in accordance with the CAISO Tariff, and if the CAISO determines that any portion of the Expected Contract Quantity for any portion of a Showing Month that was shown by Buyer in its Compliance Showings requires outage substitution in accordance with Section 40.9.3.6 of the CAISO Tariff because the Unit, or Alternate Unit, as applicable, is scheduled to take an outage (planned or otherwise) (such amount requiring outage substitution, the "SC Substitute Capacity"), then: (a) Seller shall have no liability under Sections 2.4 or 2.5 with respect to such SC Substitute Capacity; and (b) Seller shall have no liability to Buyer for any costs that are allocated to Buyer by the CAISO for any CPM Capacity procured by the CAISO pursuant to the Capacity Procurement Mechanism and that are related to such SC Substitute Capacity.

ARTICLE 3. PAYMENT

3.1 Monthly Payment

[redacted]

3.2 Allocation of Other Payments and Costs

[redacted]



3.3 Offset Rights

Either Party may offset any amounts owing to it for revenues, penalties, fines, costs reimbursement, or other payments pursuant to Article Six of the Master Agreement against any future amounts it may owe to the other Party.

3.4 Annual True-up of Contract Price

The Parties acknowledge and agree that Monthly Payments made based on the Forecasted Market Price Benchmark shall be subject to an annual true up to the Final Market Price Benchmark in accordance with this Section 3.4.

If the CPUC publishes a Final Market Price Benchmark for a calendar year that differs from the Contract Price invoiced to and paid by the Buyer for the Product for that same calendar year, SCE will recompute all invoices for that calendar year based upon the Final Market Price Benchmark. If the recomputation results in a net amount owed to Seller, any such amount owing shall be separately invoiced to Buyer and paid in accordance with Section 6.2 of the Master Agreement.

If the recomputation results in a net amount owed to Buyer, any such amount owing to Buyer will at Buyer's discretion be (i) netted against amounts owed to

Seller in any subsequent invoice, or (ii) separately invoiced to Seller, in which case Seller must pay the amount owing in accordance with Section 6.2 of the Master Agreement.

Subject to the other terms of this Agreement, no interest shall be paid on the amount of any adjustments due to the publishing of a Final Market Price Benchmark. Each Party's obligation to true up Monthly Payments in accordance with this Section 3.4 shall survive a termination of this Agreement.

ARTICLE 4. OTHER BUYER AND SELLER COVENANTS

4.1 Seller's and Buyer's Duty to Take Action to Allow the Utilization of the Product

Buyer and Seller shall, throughout the Delivery Period: (a) cause the Benefiting Load Serving Entity SCID to be included in all applicable Supply Plans; (b) execute any and all documents or instruments reasonably necessary to ensure Buyer's right to the use of the Contract Quantity for the sole benefit of Buyer or any subsequent purchaser under Section 2.6; and (c) cause all Supply Plans to be filed in conformance with the requirements of the CPUC Filing Guide and the CAISO Tariff. If during the Delivery Period, there is a change to the Benefiting Load Serving Entity SCID, the Parties agree to communicate such changes to each other promptly. The Parties further agree to negotiate in good faith to make necessary amendments, if any, to this Confirmation to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by the CPUC, FERC, CAISO or other Governmental Authority having jurisdiction to administer Compliance Obligations, so as to maintain the benefits of the bargain struck by the Parties on the Confirmation Effective Date.

4.2 Seller's Representations, Warranties and Covenants

(a) Seller represents, warrants and covenants to Buyer that, throughout the Delivery Period:

(i) Seller owns or has the exclusive right to the Product sold under this Confirmation from the Unit(s), and shall furnish Buyer, CAISO, CPUC or other Governmental Authority with such evidence as may reasonably be requested to demonstrate such ownership or exclusive right;

(ii) No portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy Compliance Obligations or analogous obligations in any CAISO or non-CAISO markets, other than pursuant to an RMR Contract between the CAISO and either Seller or the Unit's owner or operator;

(iii) Seller shall comply with Applicable Laws relating to the Product;

(iv) (A) Seller shall, and shall cause the Unit's SC to promptly (and in any event within one (1) Business Day of the time Seller receives notification from the CAISO) notify Buyer in the event the CAISO designates any portion of the Contract Quantity as CPM Capacity and (B) in the event the CAISO makes such a designation Seller shall, and shall cause the Unit's SC to not accept any such designation by the CAISO unless and until Buyer has agreed to accept such designation;

(v) Buyer shall have the exclusive right to offer the Contract Quantity, or any portion thereof, to the CAISO as CPM Capacity and Seller shall not, and shall cause the Unit's SC not to, offer any portion of the Contract Quantity to the CAISO as CPM Capacity or accept any designation of any portion thereof as CPM Capacity;

(vi) The Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, and is under the control of CAISO;

(vii) Seller shall cause the Unit's SC, owner and operator to comply with Applicable Laws relating to the Product;

(viii) Buyer shall have no liability for the failure of Seller or the failure of the Unit's SC, owner, or operator to comply with such CAISO Tariff provisions, including any penalties, charges or fines imposed on Seller or the Unit's SC, owner, or operator for such noncompliance.

(ix) If Seller is the owner of the Unit, the aggregation of all amounts of Capacity Attributes that Seller has sold, assigned or transferred for the Unit does not exceed the Unit NQC or Unit EFC for that Unit;

(x) Seller has notified the SC of the Unit that Seller has transferred the Contract Quantity, including the amount of Flexible Capacity and Inflexible Capacity, to the extent applicable, with respect to each Showing Month to Buyer, and the SC is obligated to deliver the Supply Plans in accordance with the CAISO Tariff and this Confirmation;

(xi) Seller has notified the SC of the Unit that Seller is obligated to cause the Unit's SC to provide to the Buyer, on or prior to the Compliance Notification Deadline, the applicable Expected Contract Quantity of the Unit for such Showing Month, including the amount of Flexible Capacity and Inflexible Capacity, to the extent applicable, that is to be submitted in the Supply Plan associated with this Agreement for the applicable period; and

(xii) Seller has notified the Unit's SC that Buyer is entitled to the revenues set forth in Section 3.2, and such SC is obligated to promptly deliver

those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

(b) Seller represents, warrants and covenants to Buyer that, as of the Confirmation Effective Date, all of the information set forth on Appendix C hereto is true, correct and complete.

4.3 CPUC Approval

(a) No later than April 1, 2024, or a later date if the CPUC extends the deadline for filing the advice letter referenced in Ordering Paragraph 4 of D.23-12-014, SCE shall file with the CPUC the appropriate request for CPUC Approval. SCE shall seek CPUC Approval, including responding to any requests for information related to the request for CPUC Approval. As requested by SCE, Seller shall use commercially reasonable efforts to support SCE in obtaining CPUC Approval. SCE has no obligation to seek rehearing or to appeal a CPUC decision which fails to provide CPUC Approval of this Confirmation or which contains findings required for CPUC Approval with conditions or modifications unacceptable to SCE.

(b) Either Party has the right to terminate this Confirmation on Notice if CPUC Approval has not been obtained or waived by SCE at its sole discretion within forty-five (45) days after SCE files the appropriate request for CPUC Approval ("CPUC Approval Deadline").

(c) If CPUC Approval is not obtained or waived by SCE at its sole discretion prior to the initial Compliance Showing Deadline of a Showing Month within the Delivery Period, then Seller shall not be obligated to submit, or cause the Unit's SC to submit, the Monthly Supply Plan in accordance with the CAISO Tariff, identifying and confirming the transfer of the Expected Contract Quantity of Product to Buyer for the Showing Month.

(d) Failure to obtain CPUC Approval in accordance with this provision will not be deemed to be or cause an Event of Default by either Party. No Settlement Amount or Termination Payment with respect to this Confirmation will be due or owing by either Party upon termination of this Confirmation due solely to failure to obtain CPUC Approval.

ARTICLE 5. CONFIDENTIALITY

Notwithstanding Section 10.11 of the Master Agreement, the Parties agree that: (i) Buyer may disclose the Contract Quantity or any applicable portion of the Contract Quantity, including any amounts of Flexible Capacity and Inflexible Capacity, to the extent applicable, under this Transaction to any Governmental Authority, the CPUC, the CAISO in order to support its Compliance Showings, if applicable; (ii) Seller may disclose the transfer of the Contract Quantity and the applicable Expected Contract Quantity (as well as any amounts of Flexible Capacity and Inflexible Capacity, to the extent applicable) for

each Showing Month under this Transaction to the SC of the Unit in order for such SC to timely submit accurate Supply Plans; (iii) both Parties may disclose the terms and conditions of the Agreement and any and all written or recorded or oral information, data, analyses, documents, and materials furnished or made available by a Party to the other Party in connection with this Agreement (A) in order to comply with any applicable law, order, regulation, ruling, summons, subpoena, exchange rule, or accounting disclosure rule or standard, or to make any showing required by any applicable governmental authority or (B) to the Independent Evaluator; and (iv) Buyer and the Independent Evaluator may disclose the terms and conditions of the Agreement and any and all written or recorded or oral information, data, analyses, documents, and materials furnished or made available by a Party to the other Party in connection with this Agreement to the CAISO, the CPUC, and all divisions thereof, the California Energy Commission, and participants of the Procurement Review Group established pursuant to D.02-08-071 and D.03-06-071; provided, that each disclosing Party shall use reasonable efforts to limit, to the extent possible, the ability of any such applicable Governmental Authority, CAISO, or SC to further disclose such information. In addition, in the event Buyer resells all or any portion of the Contract Quantity to another party, Buyer shall be permitted to disclose to the other party to such resale transaction all such information necessary to effect such resale transaction.

ARTICLE 6. MARKET BASED RATE AUTHORITY

Seller agrees, in accordance with FERC Order No. 697, to, upon request of Buyer, submit a letter of concurrence in support of any affirmative statement by Buyer that this contractual arrangement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR § 35.42. Seller also agrees that it will not, in any filings, if any, made subject to FERC Order Nos. 652 and 697, claim that this contractual arrangement conveys ownership or control of generation capacity from Seller to Buyer.

ARTICLE 7. COLLATERAL REQUIREMENTS

7.1 Counterparty Collateral Requirements

[redacted]

[redacted]

7.2 Current Mark-To-Market Value

[redacted]

7.3 Credit Terms

[redacted]

ARTICLE 8. OTHER

8.1 Declaration of an Early Termination Date and Calculation of Settlement Amounts

The Parties shall determine the Settlement Amount for this Transaction in accordance with Section 5.2 of the Master Agreement, provided that, with respect to this Transaction only, the following language is added at the end of Section 5.2 of the Master Agreement, with any terms which are defined in this Confirmation being used in the Master Agreement with the definitions given to such terms in this Confirmation:

> "If Buyer is the Non-Defaulting Party and Buyer reasonably expects to incur penalties, fines or costs from the CPUC, the CAISO, or any Governmental Authority having jurisdiction, because Buyer is not able to include the applicable Contract Quantity in any applicable Compliance Showing due to Seller's Event of Default, then Buyer may, in good faith, estimate the amount of those penalties or fines and include this estimate in its determination of the Settlement Amount, subject to accounting to Seller when those penalties or fines are finally ascertained. If this accounting establishes that Buyer's estimate exceeds the actual amount of penalties or fines, Buyer shall promptly remit to

Seller the excess amount. The rights and obligations with respect to determining and paying any Settlement Amount or Termination Payment, and any dispute resolution provisions with respect thereto, shall survive the termination of this Transaction and shall continue until after those penalties or fines are finally ascertained."

8.2 No Waiver

The failure of either Party to insist in any one instance upon strict performance of any the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishments of such rights for the future, but the same shall continue and remain in full force and effect. Waiver by either Party of any default of the other Party shall not be deemed a waiver of any other default. Waiver by either Party of any failure to comply with any timeline or deadline by the other Party as provided herein in any instance, shall not be deemed a waiver of any failure to comply with such timeline or deadline in the future, or otherwise establish a course of performance.

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In WITNESS WHEREOF, the Parties have caused this Confirmation to be duly executed as of the Confirmation Effective Date first written:

ORANGE COUNTY POWER AUTHORITY,	**SOUTHERN CALIFORNIA EDISON COMPANY,**
a California joint powers authority	a California corporation.
By:	By:
Name:	Name: William V. Walsh
Title:	Title: Vice President, Energy Procurement & Management
Date:	Date:

APPENDIX A
DEFINED TERMS

"Agreement" has the meaning specified in the introductory paragraph of this Confirmation.

"Alternate Capacity" means Product which Seller has elected to provide to Buyer in accordance with the terms of Section 2.3.

"Alternate Unit" means a generating unit meeting the requirements specified in Section 2.3.

"Annual Supply Plan" has the meaning set forth in the CAISO Tariff.

"Applicable Laws" means the CAISO Tariff and all constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority that apply to either or both of the Parties, the Project, the Unit or the terms of this Agreement.

"Availability Incentive Payments" has the meaning set forth in the CAISO Tariff.

"Availability Standards" has the meaning set forth in the CAISO Tariff.

"Benefiting Load Serving Entity SCID" is as specified in Appendix D.

"Buyer" has the meaning specified in Appendix B.

"Buyer Approved Planned Outage" has the meaning set forth in Section 2.2.

"CAISO" means the California Independent System Operator Corporation, or any successor entity performing the same functions.

"CAISO Control Area" has the meaning set forth in the CAISO Tariff.

"CAISO Controlled Grid" has the meaning as set forth in the CAISO Tariff.

"CAISO Tariff" means the California Independent System Operator Corporation Tariff, Business Practice Manuals (BPMs), Operating Agreements, and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time to time and approved by FERC, if applicable.

"Capacity Attributes" means, with respect to a Unit, any and all of the following, in each case which are attributed to or associated with the Unit at any time throughout the Delivery Period:

(a) resource adequacy attributes, as may be identified from time to time by the CPUC, CAISO, or other Governmental Authority having jurisdiction, that can be counted toward RAR;

(b) resource adequacy attributes or other locational attributes for the Unit related to a Local Capacity Area, as may be identified from time to time by the CPUC, CAISO or other Governmental Authority having jurisdiction, associated with the physical location or point of electrical interconnection of the Unit within the CAISO Control Area, that can be counted toward a Local RAR; and

(c) other current or future defined characteristics, certificates, tags, credits, or accounting constructs, howsoever entitled, including any accounting construct counted toward any Compliance Obligation;

(d) if the Parties have selected Flexible Capacity as being "Applicable", flexible capacity resource adequacy attributes for the Unit, including, without limitation, the amount of Unit EFC and MWs associated with Unit EFC as may be identified from time to time by the CPUC, CAISO, or other Governmental Authority having jurisdiction, that can be counted toward Flexible RAR;

provided further, notwithstanding the foregoing, Capacity Attributes shall exclude intra-month substitution resource adequacy attributes.

"Capacity Procurement Mechanism" has the meaning set forth in the CAISO Tariff.

"Collateral Annex" has the meaning specified in the introductory paragraph of this Confirmation.

"Compliance Notification Deadline" means, for each Showing Month, fifteen (15) Business Days before the Compliance Showing Deadline.

"Compliance Obligations" means the RAR and Local RAR.

"Compliance Showings" means the (a) Local RAR compliance or advisory showings (or similar or successor showings) and (b) RAR compliance or advisory showings (or similar or successor showings), and, if applicable, (c) Flexible RAR compliance or advisory showings (or similar successor showings), in each case, a CPUC Load Serving Entity is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, to the CAISO pursuant to the CAISO Tariff, or to any Governmental Authority having jurisdiction.

"Compliance Showing Deadline" means, for each Showing Month, the Compliance Showing plan submission due date for such Showing Month. For illustrative purposes only, as of the Confirmation Effective Date, the applicable Compliance Showing plan submission due dates are as follows: (A) forty-five (45) days prior to the Showing Month covered by the Supply Plan for the Monthly Supply Plan; and (B) the last Business Day of October that is prior to commencement of the year for the Annual Supply Plan, such dates may be modified by the CAISO from time to time throughout the Term.

"Confirmation" has the meaning specified in the introductory paragraph of this Confirmation.

"Confirmation Effective Date" has the meaning specified in the introductory paragraph of this Confirmation.

"Contract Price" [redacted]

"Contract Quantity" [redacted]

"Contract Quantity Unit Allocation" has the meaning set forth in Section 2.1(c).

"Contracted Amount" means the incremental capacity Seller procured to count towards Seller's procurement obligations in D.19-11-016 as reflected in Appendix C.

"Cover Sheet" has the meaning specified in the introductory paragraph of this Confirmation.

"CPM Capacity" has the meaning set forth in the CAISO Tariff.

"CPUC" means the California Public Utilities Commission.

"CPUC Decisions" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, and any other existing or subsequent decisions, resolutions, or rulings related to resource adequacy, including, without limitation, the CPUC Filing Guide, in each case as may be amended from time to time by the CPUC.

"CPUC Filing Guide" is the document issued annually by the CPUC which sets forth the guidelines, requirements and instructions for load serving entities to demonstrate compliance with the CPUC's resource adequacy program.

"Current Mark-to-Market Value" has the meaning specified in Section 8.2

"Delivery Period" has the meaning specified in Section 1.3(a).

"EEI" has the meaning specified in the introductory paragraph of this Confirmation.

"EEI Agreement" has the meaning specified in the introductory paragraph of this Confirmation.

"Effective Flexible Capacity" has the meaning set forth in the CAISO Tariff.

"Expected Contract Quantity" means, with respect to any Showing Month of the Delivery Period, the Contract Quantity of Product for such Showing Month, including the amount of Contract Quantity of Product that Seller has elected to provide Alternate Capacity, and after giving effect to any reductions to Contract Quantity as specified in Section 2.2 with respect to which Seller has not elected to provide Alternate Capacity.

"Final Market Price Benchmark" means the higher of the final System RA Adder or the final Flexible RA Adder in the "Calculation of the Market Price Benchmarks for the Power Charge Indifference Adjustment Forecast and True Up" (or successor document) published by the CPUC on or about October of each calendar year in accordance with CPUC Decision 19-10-001.

"Flexible Capacity" means, with respect to any particular Showing Month of the Delivery Period, the number of MW of Product set forth in Appendix B under the column titled "Flexible Capacity" which Seller has agreed to provide to Buyer from the Unit(s) as part of the Contract Quantity for such Showing Month, and which such MW of Product are eligible to satisfy a load serving entity's Flexible RAR and which such MW of Product are associated with MW of the Unit that are part of the Unit EFC.

"Flexible RAR" means the flexible capacity requirements established for load serving entities by the CPUC pursuant to the CPUC Decisions, the CAISO pursuant to the CAISO Tariff, or by any other Governmental Authority having jurisdiction and includes any non-binding advisory showings which a load serving entity is to make with respect to flexible capacity.

"Forecasted Market Price Benchmark" means the higher of the forecast System RA Adder or forecast Flexible RA Adder in the "Calculation of the Market Price Benchmarks for the Power Charge Indifference Adjustment Forecast and True Up" (or successor document) published by the CPUC on or about the fourth (4^{th}) quarter of each calendar year in accordance with CPUC Decision 19-10-001.

"Governmental Authority" means any: (a) federal, state, local, municipal or other government; (b) governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and (c) court or governmental tribunal. "Independent Evaluator" has the meaning set forth in CPUC Decision 04-12-048.

"Inflexible Capacity" means, with respect to any particular Showing Month of the Delivery Period, the number of MW of Product set forth in Appendix B under the column titled "Contract Quantity", minus the number of MW of Product set forth in Appendix B under the column titled "Flexible Capacity", which Seller has agreed to provide to Buyer from the Unit as part of the Contract Quantity for such Showing Month, and which such MW of Product are not eligible to satisfy a load serving entity's Flexible RAR and which are Product associated MWs of the Unit that are not part of or outside the Unit EFC. Inflexible Capacity is also known as 'generic capacity'.

"Local Capacity Area" has the meaning set forth in the CAISO Tariff.

"Local RAR" means the local resource adequacy requirements established for load serving entities by the CPUC pursuant to the CPUC Decisions, the CAISO pursuant to the CAISO Tariff, or by any other Governmental Authority having jurisdiction. Local RAR may also be known as local area reliability, local resource adequacy, local resource adequacy procurement requirements, or local capacity requirement in other regulatory proceedings or legislative actions.

"Maintenance Outage" has the meaning set forth in the CAISO Tariff. "Master Agreement" has the meaning specified in the introductory paragraph of this Confirmation.

"Monthly Payment" has the meaning specified in Section 3.1.

"Monthly Supply Plan" has the meaning set forth in the CAISO Tariff.

"MW" means megawatt (or 1,000 kilowatts) of alternating current electric energy generating capacity.

"Net Qualifying Capacity" has the meaning set forth in the CAISO Tariff.

"Next Showing Month" means the next calendar month for which a Compliance Showing will be made.

"Non-Availability Charges" has the meaning set forth in the CAISO Tariff.

"Planned Outage" means a maintenance outage taken by a Unit originally identified in Appendix C, as such maintenance outage is determined by the applicable Unit or Unit SC.

"Product" means the Capacity Attributes of the Unit(s), including any capacity from RMR Contracts for the applicable Unit, or its successor, Capacity Procurement Mechanism, or its successor, and RUC Availability Payments, or its successor; provided that:

(a) Product does not include any right to count the Contract Quantity toward the procurement requirements pursuant to D.19-11-016 or D.21-06-035;

(b) Product does not include any right to the energy or ancillary services from the Unit;

(c) any change by the CAISO, CPUC or other Governmental Authority that defines new or re-defines existing Local Capacity Areas that results in a decrease or increase in the amount of Capacity Attributes related to a Local Capacity Area provided hereunder will not result in a change in payments made pursuant to this Transaction;

(d) the Parties agree that, under this Confirmation, if the CAISO, CPUC or other Governmental Authority defines new or re-defines existing Local Capacity

Areas whereby the Unit subsequently qualifies for a Local Capacity Area, the Product shall include all Capacity Attributes related to such Local Capacity Area;

(e) if the Parties have selected Flexible Capacity as being "Applicable", any change by the CAISO, CPUC or other Governmental Authority that defines new or re-defines existing Flexible RAR, Capacity Attributes related to Flexible RAR, or attributes of the Unit related to Flexible RAR, that results in a decrease or increase in the amount of Capacity Attributes related to Flexible RAR provided hereunder will not result in a change in payments made pursuant to this Agreement; and

(f) if the Parties have selected Flexible Capacity as being "Applicable", the Parties agree that, under this Agreement, if the CAISO, CPUC or other Governmental Authority defines new or re-defines existing Flexible RAR, Capacity Attributes related to Flexible RAR, or attributes of the Unit related to Flexible RAR whereby the Unit, or a portion of the Unit which did not previously qualify to satisfy Flexible RAR, subsequently qualifies to satisfy Flexible RAR, the Product shall include all Capacity Attributes of the Unit related to Flexible RAR, including any Capacity Attributes related to Flexible RAR with respect to any portion of the Unit which previously was not able to satisfy Flexible RAR.

"RAR" means the resource adequacy requirements established for load serving entities by the CPUC pursuant to the CPUC Decisions, the CAISO pursuant to the CAISO Tariff, or by any other Governmental Authority having jurisdiction.

"Replacement Capacity" has the meaning specified in Section 2.4.

"Replacement Capacity Price" means the market price for Product with Capacity Attributes reasonably equivalent to the quantity of Product not provided by Seller under this Confirmation, as determined in the manner upon which market prices are determined under Section 5.2(b) of the Master Agreement. For purposes of this Transaction and Confirmation, the "Replacement Capacity Price" shall be deemed to be the "Replacement Price" as defined in Section 1.51 of the Master Agreement.

"Replacement Obligation" has the meaning specified in Section 2.4.

"Resold Product" has the meaning specified in Section 2.6.

"Resource Category" shall be as described in the annual CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

"RMR Contracts" has the meaning set forth in the CAISO Tariff.

"RUC Availability Bid" has the meaning set forth in the CAISO Tariff.

"RUC Availability Payment" has the meaning set forth in the CAISO Tariff.

"SC" has the meaning set forth in the CAISO Tariff.

"SC Substitute Capacity" has the meaning set forth in Section 2.8.

"Seller" has the meaning specified in Appendix B.

"Seller Supply Agreement" means the agreement between Seller and the project company that owns and operates the Unit(s) identified in Appendix C under which Seller purchased product being sold pursuant to this Confirmation.

"Showing Month" shall be the calendar month of the Delivery Period that is the subject of the Compliance Showing, as set forth in the CPUC Decisions and outlined in the CAISO Tariff. For illustrative purposes only, pursuant to the CAISO Tariff and CPUC Decisions in effect as of the Confirmation Effective Date, the monthly Compliance Showing made in June is for the Showing Month of August.

"Showing Month Notice" has the meaning specified in Section 2.1(b).

"Supply Plan" has the meaning set forth in the CAISO Tariff.

"Supply Plan Obligation" has the meaning specified in Section 2.1(a).

"Term" has the meaning specified in Section 1.3(b).

"Unit EFC" means the Effective Flexible Capacity (in MW) of the Unit. The Parties agree that if the CAISO adjusts the Effective Flexible Capacity of a Unit after the Agreement Effective Date, then for the period in which the adjustment is effective, the Unit EFC shall be deemed the lesser of (i) the Unit EFC as of the Agreement Effective Date, or (ii) the CAISO-adjusted Effective Flexible Capacity.

"Unit EFC Category" shall be as described in the annual CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

"Unit(s)" shall mean the generation assets described in Appendix C (and any Alternate Unit(s)), from which Product is provided by Seller to Buyer.

"Unit NQC" means the Net Qualifying Capacity set by the CAISO for the applicable Unit. The Parties agree that if the CAISO adjusts the Net Qualifying Capacity of a Unit after the Confirmation Effective Date, then for the period in which the adjustment is effective, the Unit NQC shall be deemed the lesser of (i) the Unit NQC as of the Confirmation Effective Date, or (ii) the CAISO-adjusted Net Qualifying Capacity.

APPENDIX B
FLEXIBLE CAPACITY, DELIVERY PERIOD, CONTRACT QUANTITY, CONTRACT PRICE, AND FULL FLOATING INDEPENDENT AMOUNT

The quantities specified in this table will control in the event of a conflict between these values and those in Appendix C. The Parties agree to revise the Appendix C as necessary to ensure that the Contract Quantity and Flexible Capacity are satisfied in full.

Buyer	Orange County Power Authority
Seller	Southern California Edison Company

Flexible Capacity	☒ Applicable	☐ Not applicable
Delivery Period	January 01, 2025 through September 30, 2041, inclusive.	

Start	End	Months	Contract Quantity (MW)	Contract Flexible Capacity (MW)	Contract Price ($/kW-month)[1]
01/01/2025	07/31/2031	79			
08/01/2031	05/31/2034	34			
06/01/2034	07/31/2034	2			
08/01/2034	07/31/2036	24			
08/01/2036	05/31/2037	10			
06/01/2037	07/31/2041	50			
08/01/2041	08/31/2041	1			
09/01/2041	09/30/2041	1			

Initial Full Floating Independent Amount	

[1] Contract Price is the Forecasted Market Price Benchmark ($15.23 for 2024). The Contract Price for each year will reflect the Forecasted Market Price Benchmark which will then be trued up to the Final Market Price Benchmark in accordance with Section 3.4 of this Confirmation.

APPENDIX C
UNIT INFORMATION

Projects / Units	CAISO Resource ID	Resource Type	Delivery Start Date	Delivery End Date	D.19-11-016 Contracted Amount (MW)	CPUC NQC Quantity (MW)[1]	CPUC EFC Quantity (MW)[2]
[redacted]	[redacted]	Energy Storage	10/1/2021	9/30/2041	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Energy Storage	9/1/2021	8/31/2041	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Energy Storage	8/1/2021	7/31/2036	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Energy Storage	8/1/2021	7/31/2036	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Energy Storage	8/1/2021	7/31/2036	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Energy Storage	8/1/2021	7/31/2031	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Energy Storage	8/1/2021	7/31/2036	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Energy Storage	10/1/2022	5/31/2037	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Energy Storage	8/1/2023	7/31/2034	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Energy Storage	6/1/2024	5/31/2034	[redacted]	[redacted]	[redacted]
Total					[redacted]		

[redacted]

APPENDIX D
SUPPLY PLAN INFORMATION

Benefitting load serving entity SCID: **LOCPA**

Counterparty Supply Plan contact information:

Name: John Dalessi

Email: john@pacificea.com

Phone Number: 916-936-3301

SCE Supply Plan contact information[2]:

Email: SCERA@sce.com

Phone Number: 626-302-9274 and 626-201-8875

[2] SCE Contract Manager must also be included on all communications.

APPENDIX E
SUBSEQUENT SALE INFORMATION

Contract Key ID:	
Subsequent sale contract quantity (in MW):	
Subsequent sale delivery period:	
Amount of Inflexible Capacity included in subsequent sale contract quantity (in MW):	
New benefitting load serving entity SC identification number:	

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 11

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer

Subject: CHIEF EXECUTIVE OFFICER'S REPORT

Date: March 19, 2024

Rate Change Update

SCE updated its rates on March 1, 2024, increasing its generation and PCIA rates by 0.1% and 0.9%, respectively. The impact on OCPA rates is -0.01%. Staff are working with Calpine to update the OCPA rates accordingly, and the new rates will become effective on March 20, 2024. Staff will seek board ratification of the 3/20 rate schedules at the 4/30 board meeting.

Update on Regulatory & Legislative Happenings

OCPA continues to engage in the SCE General Rate Case (GRC), 2023 ERRA Review, and 2025 ERRA Forecast Applications. These proceedings ensure CCAs are treated fairly, especially regarding PCIA vintaging.

The deadline to introduce legislation was February 16, and staff continued to comb through the newly introduced bills and flag those that could impact CCA operations. Details of the newly proposed legislation will be presented at a future Board Meeting.

Public Solicitation for Long-Term & Mid-Term Renewable Energy Resources

The RFP for Long-Term & Mid-Term Renewable Energy Resources has been released and publicly posted. In addition to distribution through energy networks, the RFP can be found on our website and was promoted on LinkedIn. The deadline to submit is April 3, 2024. We're looking to build upon our success with the Grace Orchard project by securing more new generation that will help with our energy demand and regulatory responsibilities.

Strategic Plan

Due to scheduling conflicts and April being such an impacted month, the Strategic Plan Workshop will be added to the April Board of Directors meeting. Following our regular meeting, staff will present a status update on the progress of our 2023-2026 Strategic Plan. The workshop will be an opportunity for the Board to provide updated guidance. Following the workshop, a final 2024 revision to the Strategic Plan will be presented for consideration at the May 2024 Board meeting.

New Office Space

This past month we finalized the lease for our new office space located at 15310 Barranca Parkway in Irvine. The tentative move-in date is August 8. We have met with our current landlord and updated them on our progress, we will be finalizing a lease extension for our office space in Park Place in May once we have a better move-in timeline. As you can imagine, the move-in date

depends on an efficient construction and furnishing process. Construction is scheduled to begin on May 8 after the LPA finalizes construction bidding. After construction, furniture is scheduled for late July.

Since this process is dynamic and influenced by many variables, I will use this report and our regular check-ins to keep flagging items for your awareness. Staff are working on finalizing a budget for the move, but this will take some time as our lease has a tenant improvement budget where we can re-allocate any savings to our furniture and other move-related needs. Please submit any questions along the way; we will gladly provide more updates.

OCPA in Sacramento for CalCCA Lobby Days

February's Cal-CCA Lobby Days was a huge success – thanks largely to you and the many local leaders who helped us educate state policymakers and advocate for local control as we move toward a clean energy future.

Here are high-level details from our OCPA-specific engagement:

- Attended 13 meetings (out of 57 total for all CCAs)
    - 9 Legislators
    - 2 Legislative Directors for Legislators
    - Director at the CPUC
    - Governor's Staff
- Covered numerous topics, including:
    - Affordability
        - OCPA offers a plan that costs 3% less than the equivalent SCE generation charge
        - How we can assist with Income Graduated Fixed Charge discussions
        - Current and future programs to help customers
    - OCPA successes and plans
        - In 2022, OCPA purchased 95.6% renewable energy on behalf of over 230,000 customers.
        - The Rate Stabilization Reserves have grown to an impressive $81 million, further demonstrating OCPA's financial resilience.
        - Having ongoing discussions with multiple cities in OC on joining OCPA
    - Opportunities for OCPA to provide support, assistance, and partnerships

Here's some rough stats from Cal-CCA about the combined effort of all 25 CCAs:

- About 70 people in our delegation
- Collectively we attended 57 meetings
- Approximately 70 people attended the reception over the course of the evening including about 25 legislators and legislative staff members

Human Resources Update

Our recruitment for the position of Intern has opened. There are two part-time positions we will staff, and one will be filled initially, and the second will be filled later in the Spring. Internships will last a minimum of six months. Applicants should send a cover letter and resume with at least

three professional references to recruitment@ocpower.org. Applications will be accepted continuously until positions are filled.

The Mercer Compensation Study has been completed and we have received the final report. Staff are analyzing the results and will be reporting on them as well as making recommendations for any movement in salary or benefits based on our comparison with CCA's, public agencies, the energy and utilities industry, and general industry. This information will be included in the April Board packet.

Events & Stakeholder Outreach

Community events and stakeholder meetings are starting to pick up and we are also able to provide more coverage with the recent expansion of the Communications & External Affairs team.

The OCPA team attended the following events and community meetings since our last Board meeting:

City	Event	Date	Time
Fullerton	City Hall on the Go	Saturday, February 24, 2024	10:00 AM - 2:00 PM
Irvine	OCCACC Installation & CNY Ceremony	Sunday, February 25, 2024	5:00 PM - 11:00 PM
Countywide	"Reform & Sustain" Meeting	Tuesday, February 27, 2024	7:00 PM - 8:00 PM
Countywide	Black Chamber Future Leaders Luncheon	Thursday, February 29, 2024	11:00 AM - 1:30 PM
Countywide	Presentation to Save Our Youth - Environmental Careers	Thursday, February 29, 2024	6:30 PM - 8:00 PM
Countywide	LWV Environmental Group - OCPA and IRA Benefits	Wednesday, March 6, 2024	1:30 PM - 2:30 PM
Countywide	Presentation - League of California Cities	Thursday, March 7, 2024	5:30 PM - 6:30 PM
Countywide	2024 State of the County	Wednesday, March 13, 2024	11:30 AM - 1:00 PM
Countywide	Strong Towns OC Social (bike/walk clubs)	Saturday, March 16, 2024	2:00 PM - 4:00 PM

We are looking forward to many opportunities to engage with the community and key stakeholders, including:

City	Event	Date	Time
Irvine	State of the City	Tuesday, March 19, 2024	5:00 PM - 7:00 PM
Irvine	OCPA Presentation to Irvine Rotary Club	Wednesday, March 27, 2024	7:00 PM - 8:30 PM
Buena Park	Spring Eggstravaganza	Saturday, March 30, 2024	8:00 AM - 1:00 PM
Irvine	Induction Stove Workshop	Wednesday, April 3, 2024	6:00 PM - 7:30 PM
Fullerton	State of the City	Thursday, April 4, 2024	11:00 AM - 1:30 PM
Irvine	Earth Day	Saturday, April 13, 2024	11:00 AM - 2:00 PM
Fullerton	Love Fullerton	Saturday, April 20, 2024	8:00 AM - 12:00 PM
Buena Park	Arbor Day in Buena Park	Friday, April 26, 2024	5:00 PM – 6:00 PM
Buena Park	Love Buena Park	Saturday, April 27, 2024	8:00 AM – 12:00 PM

Attachments:

A) Non-Power Supply Contracts In Excess of $50,000 to Under $100,000

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
1	Littler Mendelson, P.C.	2/22/2024-12/31/2025	$ 94,900	Legal advice and counsel in labor and employment matters	