AGENDA

ORANGE COUNTY POWER AUTHORITY
MEETING OF THE BOARD OF DIRECTORS

Tuesday, April 30, 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 and at Sono Calm Goyang, 20 Taegeuk-ro, Goyang-si, Korea. 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: 891 4291 9206

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. COMMITTEE REPORTS

1. COMMUNITY ADVISORY COMMITTEE UPDATE

Recommended Action:
Receive and file.

8. 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 MARCH 19, 2024

Recommended Action:
Approve as submitted.

2. RISK OVERSIGHT COMMITTEE UPDATE

Recommended Action:
Receive and file.

3. REGULATORY AND LEGISLATIVE UPDATE

Recommended Action:
Receive and file.

4. APPROVE UPDATES COMMUNITY ADVISORY COMMITTEE MEMBERSHIP CRITERIA

Recommended Action:
Approve updates to the Community Advisory Committee Membership Criteria, including a proposed attendance policy.

5. AUTHORIZE USE OF VARIOUS TELECONFERENCING OPTIONS UNDER THE BROWN ACT

Recommended Action:
Authorize the Board of Directors and Committee members to use any manner of teleconferencing legally and logistically available under the Brown Act, including teleconferencing under AB 2449 (2022).

6. APPROVE AMENDED POLICY NO. 18, INVESTMENT POLICY

Recommended Action:
Approve Amendment to Policy No. 18, Investment Policy.

9. 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. APPROVE FURNITURE AND INSTALLATION SERVICE AGREEMENT

Recommended Action:
Authorize the CEO to execute agreements with GM Business Interiors for Furniture and Installation Services with a not-to-exceed amount of $250,000, in accordance with OCPA's Procurement Policy regarding Cooperative Agreements.

2. RATIFY RATES EFFECTIVE MARCH 20, 2024

Recommended Action:
Ratify rates effective March 20, 2024.

3. APPROVAL OF OCPA SALARY GRADES AND EMPLOYEE SALARY RANGES, EMPLOYEE BENEFITS PROGRAM UPDATES, AND EMPLOYEE PERSONNEL POLICIES MANUAL UPDATES

Recommended Action:
1. Approve the OCPA Salary Grades and Employee Salary Ranges as proposed in Attachment 1.
2. Approve updates and revisions to the OCPA Employee Benefits Program, as proposed in Attachment 2.
3. Approve modifications to OCPA's Employee Personnel Policies Manual, as specified in Attachment 3.

4. CREATION OF BUDGET AND FINANCE AD-HOC COMMITTEE FOR DEVELOPMENT OF FY2024/25 BUDGET AND 5-YEAR PROJECTION

Recommended Action:
Establish a temporary ad-hoc advisory committee related to development of FY2024/25 Budget and 5-Year Projection and appoint less than a majority of Board members to the committee.

5. FISCAL YEAR 2024/2025 BUDGET FRAMEWORK

Recommended Action:
Receive and File.

10. 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.

11. 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, March 19, 2024

1. CALL TO ORDER

Chair Jung called to order the Regular Meeting of the Orange County Power Authority Board of Directors at 10:01 a.m. on Tuesday, March 19, 2024.

2. PLEDGE OF ALLEGIANCE

Alternate Director Traut led the Pledge of Allegiance.

3. ROLL CALL

Present:	Alt. Director Connor Traut	City of Buena Park
	Director Tammy Kim	City of Irvine
	Vice Chair Kathleen Treseder	City of Irvine
	Chair Fred Jung	City of Fullerton
	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 – None.

7. CLOSED SESSION

Recess to Closed Session

At 10:05 a.m., Chair Jung called on Interim General Counsel Norvell to recess the Board to closed session to discuss Items 7.1, 7.2, and 7.3 on the agenda. Interim General Counsel Norvell announced the Board was recessing to closed session. The following Board Members were present: Kim, Treseder, McKeon, Traut, and Jung. 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

DRAFT

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section § 54956.9(d)(4): One (1) potential case

Reconvene

At 10:29 a.m., the regular meeting of the Orange County Power Authority Board of Directors reconvened with the following present: Directors Traut, McKeon, Kim, Treseder, and Jung.

General Counsel Norvell reported out of closed session that the Board met in Closed Session and discussed Items 7.1, 7.2, and 7.3 as listed on the agenda, and there was no reportable action taken.

8. COMMITTEE REPORTS

1. COMMUNITY ADVISORY COMMITTEE UPDATE

Community Engagement Manager Kraemer provided the report from their March 11, 2023, Committee Meeting.

9. CONSENT CALENDAR

ACTION

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

Approve consent calendar items 9.1 – 9.6.

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

Ayes:	Chair Jung, Director Treseder, Director Kim, Director McKeon, Alt. Director Traut
Noes:	None
Absent:	None

1. MINUTES FOR THE REGULAR BOARD MEETING OF FEBRUARY 20, 2024

Action Taken:
Approved as submitted.

2. REGULATORY AND LEGISLATIVE UPDATE

Action Taken:
Received and filed.

DRAFT

3. MARKETING AND COMMUNICATIONS COMMITTEE UPDATE

Action Taken:
Received and filed.

4. PUBLIC RECORDS ACT REPORT

Action Taken:
Received and filed.

5. APPROVE THE UPDATE TO THE PROCUREMENT POLICY

Action Taken:
Approved the Amendment to Policy No. 1, Procurement Policy.

6. AMENDMENTS TO PERSONNEL POLICIES MANUAL

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

10. REGULAR CALENDAR

1. RATIFY RATES EFFECTIVE FEBRUARY 20, 2024

CFO Law provided a brief summary of this item.

Alt. Director Traut inquired about the factors needed for OCPA to set their own rates instead of indexing from another agency and the timeline for OCPA to be able to set their own rates.

CFO Law stated that there were two factors, first OCPA would need to build sufficient reserves the goal is 50% of total expenditures, and secondly OCPA would need to receive their investment grade credit rating. The timeframe is in Fiscal Year 26/27.

Director Kim made the motion, seconded by Alt. Director Traut to:

Ratify rates effective February 20, 2024.

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

Ayes:	Chair Jung, Director Treseder, Director Kim, Director McKeon, Alt. Director Traut
Noes:	None
Absent:	None

DRAFT

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

CFO Law provided a brief presentation of this item.

Chair Jung thanked staff and the team for the presentation. OCPA staff is lean and the Agency is under budget as anticipated. He was concerned with the rising cost of renewable energy; it increased three times in this fiscal year.

Alt. Director Traut made the motion, seconded by Director Treseder to:

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

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

Ayes:	Chair Jung, Director Treseder, Director Kim, Director McKeon, Alt. Director Traut
Noes:	None
Absent:	None

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

CFO Law provided a brief presentation of this item.

Alt. Director Traut inquired whether the resource adequacy surplus and the surplus from consumption items were being factored into the budget.

Director of Finance & Data Analytics Lee said that fixed and flexed energy during the summer could be factored in the future.

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

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

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

Ayes:	Chair Jung, Director Treseder, Director Kim, Director McKeon, Alt. Director Traut
Noes:	None
Absent:	None

DRAFT

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

Interim General Counsel Nicholaus Norvell provided a summary of this item.

Chair Jung, Director Kim, and Alt. Director Traut congratulated CEO Mosca.

Director Kim made the motion, seconded by Alt. Director Traut to:

1. Adopt Resolution No. 2024-01 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; and
2. Adopt Resolution No. 2024-02 designating authorized representatives to sign checks and other disbursements.

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

Ayes:	Chair Jung, Director Treseder, Director Kim, Director McKeon, Alt. Director Traut
Noes:	None
Absent:	None

5. APPROVE MANAGED IT SERVICES AGREEMENT WITH SDI PRESENCE LLC

Management Analyst Viramontes provided a brief presentation of this item.

Chair Jung stated that SMS Data Center had the same cost evaluation as the recommended vendor yet a lower technical evaluation. What were SMS's technical deficiencies? He also stated his concerns with cyber security and expected them to be addressed in the back end.

Management Analyst Viramontes stated that during the interview process, SDI separated itself from the other two finalists by articulating processes and services responsive to OCPA's needs.

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

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.

DRAFT

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

Ayes:	Chair Jung, Director Treseder, Director Kim, Director McKeon, Alt. Director Traut
Noes:	None
Absent:	None

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

Interim CEO Mosca introduced Pacific Energy Advisors Consultant Kirby Dusel. Mr. Dusel provided a summary of the presentation on this item.

Director Treseder made the motion, seconded by Alt. Director Traut to:

1. Approve Master Purchase and Sale Agreement Confirmation with Southern California Edison for Modified Cost Allocation Mechanism (MCAM) procurement obligations; and
2. Authorize Interim Chief Executive Officer to execute the Confirmation Letter in substantially similar form with approval as to form by the General Counsel.

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

Ayes:	Chair Jung, Director Treseder, Director Kim, Director McKeon, Alt. Director Traut
Noes:	None
Absent:	None

11. STAFF REPORT

CEO Mosca provided several highlights from his agenda staff report. He further reported that the recruitment of the Director of External Affairs and Communications and the Director of Power Resources will proceed and be posted on the website in April.

12. ADJOURNMENT

There being no further business to come before the Board, Chair Jung adjourned the March 19, 2024, Orange County Power Authority Board Regular meeting at 11:18 a.m.

Submitted by:

_____

Pat Jacquez-Nares, Authority Secretary

DRAFT

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 8.2

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Chief Executive Officer
Saul Viramontes, Management Analyst

Subject: RISK OVERSIGHT COMMITTEE UPDATE

Date: April 30, 2024

RECOMMENDED ACTION

Receive and File.

BACKGROUND

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

The ROC has the authority to:

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

As part of its recent audit of OCPA, the State Auditor recommended that the Board consider amending the Energy Risk Management Policy (Policy No. 11) to alter the membership of the ROC to include a limited subset of Board members in a manner that does not violate open meeting requirements of the Brown Act. Following review and discussion with the Interim General

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

ANALYSIS AND DISCUSSION

The Risk Oversight Committee (ROC) met on Thursday, April 8, 2023, at 10:30 AM. Attendees at the ROC meeting included Joe Mosca, CEO, Tiffany Law, CFO, PEA consultants Kirby Dusel and John Dalessi, and Glen Price of Best, Best & Krieger. Fred Jung, Chair of the Board of Directors, and Susan Sonne, Vice Chair of the Board of Directors, attended the ROC meeting but only observed the meeting.

<u>The ROC discussed the following:</u>

- Role of the ROC

- Q2 2024 Risk Management Report Hedge Positions
    - Renewable Energy Positions
    - RPS Compliance for Period 4 (CP4)
    - Resource Adequacy Positions
    - Market Exposure and Risk
    - Counterparty Credit Exposure

There are no Policy violations to report.

The ROC meetings for the 2024 year will take place on the following dates:
- June 6, 2024
- September 5, 2024
- December 5, 2024

FISCAL IMPACT

None

ATTACHMENTS

None

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 8.3

To: Orange County Power Authority Board of Directors

From: Steven Halligan, Regulatory and Legislative Manager

Approved By: Joe Mosca, Chief Executive Officer

Subject: REGULATORY AND LEGISLATIVE UPDATE

Date: April 30, 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 in Spring 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) was released on March 27, 2024. The PD creates a fixed charge ranging from $6-24.15 per month. Comments are due April 16, 2024.

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.

A Proposed Decision was released on March 14, 2024. Reply comments were due April 8, 2024. The PD is on the April 18, 2024 Commission meeting.

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. 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. CAISO hosted a meeting on April 4, 2024 to discus the final proposal posted on March 28, 2024. Comments on the final proposal are due April 18, 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 its 2023 ERRA Compliance application on April 2, 2024. Protests are due May 2, 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, Fred Jung, Board Chair, Joe Mosca, CEO, and Steven Halligan, Regulatory and Legislative Manager, traveled to Washington D.C. in March. The OCPA team joined five additional CCA's and attended 10 meetings with representatives, committees, staff, and federal agencies. This and the trip to Sacramento in February 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.

In the State Legislator the deadline for policy committees to hear bills introduced in their house is April 26, 2024.

After a thorough review of legislation Staff is monitoring 94 pieces of legislation. A complete list of legislation is attached.

AB 817 (Pacheco) - Teleconferencing

This bill, until January 1, 2026, would authorize a subsidiary body, as defined, to use similar alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. In order to use teleconferencing pursuant to this act, the bill would require the legislative body that established the subsidiary body by charter, ordinance, resolution, or other formal action to make specified findings by majority vote, before the subsidiary body uses teleconferencing for the first time and every 12 months thereafter.

Passed Assembly January 25, 2024.

AB 2779 (Petrie-Norris) - Transmission Planning

This bill would require the Independent System Operator, upon approval of each transmission plan, to report to the Public Utilities Commission and to the relevant policy committees of each house of the Legislature any new use of any grid enhancing technology that is deemed reasonable by the Independent System Operator in that plan and the cost or efficiency savings of the deployment of that grid enhancing technology.

In Assembly Appropriations Commitee – on Consent Calendar.

SB 1130 (Bradford) - FERA Expansion

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.

On Appropriations suspense file.

SB 1165 (Padilla) - CEQA Infrastructure

This bill would expand the facilities eligible to be certified pursuant to the provisions described above by the Energy Commission and deemed environmental leadership development projects to include electrical transmission projects. The bill would require an applicant applying for certification of an electrical transmission project to take certain actions, including, among other actions, to avoid or minimize significant environmental impacts in any disadvantaged community.

Set for hearing on April 24, 2024 in Senate Environmental Quality.

FISCAL IMPACT

None

ATTACHMENTS

A) 2024 OCPA Legislative Tracker

OCPA Bill Tracker - 2024 Legislative Session - Updated 4/15/2024

Bill	Author	Topic	Summary	Hearing Date	Location	Past Actions
AB 1829	Patterson	Electricity: certificate of public convenience and necessity: transmission lines	Requires PUC to issue a decision on an application for a certificate of public convenience and necessity within 18 months of the filing of a completed application for building or upgrading transmission		Assembly-Utilities & Energy	
AB 1834	Garcia	POUs and the SRRP	The bill appears to clarify that the identified reliability needs for the POU is determined by the POU and not DWR or CPUC.	24-Apr-24	Assembly-Utilities & Energy	Amended 3/21/24
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.		Senate-Rules	4/4/24: Passed by Assembly floor 70-0 3/20/24: Passed by Asm. Local Government 8-0, ordered to consent calendar
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.		Assembly-Appropriations	Amended 3/18/24 3/13/24: Passed Asm. U&E 13-0 w/ Committee amends
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.		Assembly-Appropriations	4/2/24: Passed by Asm. B&P 18-0 as amended Amended 3/18/24 3/13/24: Passed Asm. U&E 15-0 as amended
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	

Bill	Author	Topic	Summary	Hearing Date	Location	Past Actions
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.		Assembly-Utilities & Energy	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.			4/10/24: Passed Asm. Approps 14-0 Amended 3/14/24 3/12/24: Passed Asm. Privacy & Consumer Protection 10-0 Amended 3/6/24
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 3 years after ceasing to be a member of the Energy Commission. The bill would prohibit a member of the Energy Commission from accepting a gift from an entity subject to regulation by the Energy Commission. By expanding the application of an existing crime, this bill would impose a state-mandated local program.		Assembly-Appropriations	Amended 4/8/24 4/3/24: Passed by Asm U&E 12-2 Amended 3/21/24
AB 2092	Mathis	Energy: small modular reactors: feasibility study	This bill would require the PUC to conduct a feasibility study on the use of small modular reactors, as defined, for energy generation in the state, including, among other things, an evaluation of the benefits of small modular reactors in comparison with other renewable resources used, or planned for use, in the state. 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.		Assembly-Appropriations	Amended 3/18/24 3/13/24: Passed Asm U&E 15-0
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.	17-Apr-24	Assembly-Utilities & Energy	4/3/24 Hearing cancelled at request of author
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	

Bill	Author	Topic	Summary	Hearing Date	Location	Past Actions
AB 2208	Zbur	Offshore wind infrastructure; GO bonds	Creates the CA Ports Development and Offshore Wind Infrastructure Bond Act of 2024 and places $1 billion on the the November 2024 statewide ballot		Assembly-Natural Resources	Amended 3/21/24
AB 2256	Friedman	Net energy metering.	Repeal Net Billing Tariff	17-Apr-24	Assembly-Utilities & Energy	Amended 4/1/24 Amended 3/11/24
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 2292	Petrie-Norris	Electrical transmission facilities: certificates of public convenience and necessity.	Stop PUC from having to consider cost effective alternatives while considering an application for a certificate of public convenience and necessity for an electric transmission facility		Assembly-Appropriations	4/3/24: Passed by Asm. U&E 14-0
AB 2329	Muratsuchi	Low Income Energy Assistance Program - Spot Bill	This bill would require the PUC and Energy Commission to jointly authorize the establishment of the California Affordable Decarbonization Authority as a nonprofit public benefit corporation and to take all necessary measures to create the authority.	17-Apr-24	Assembly-Utilities & Energy	Amended 3/21/24
AB 2331	Gabriel	Voluntary carbon market disclosures	This bill claries the definiton of voluntary carbon offsets by excluding renewable energy certs issues through an accounting system of a governmental rgulatory body, a VPP agreement, or a LCFS credit.	15-Apr-24	Assembly-Natural Resources	Amended 3/21/24
AB 2368	Petrie-Norris	CAISO outage review	Requires CAISO to review any outatge that affects ar least 10% of customers of an entity and report if the outage is due to insufficient procurement of generation resources.	24-Apr-24	Assembly-Utilities & Energy	Amended 3/21/24
AB 2427	McCarty	Curbside EV charging	This bill would require the office to develop a model permitting checklist, model zoning ordinances, and best practices for permit costs and permit review timelines to help local governments permit curbside charging stations as part of the office's development of the Electric Vehicle Charging Station Permitting Guidebook or any subsequent updates. The bill would also require the office to consult with local governments, electric vehicle service providers, and utilities while developing the above-described materials.	22-Apr-24	Assembly-Transportation	4/10/24 Passed by Asm. Local Goverment 9-0 Amended 4/2/24
AB 2453	Villapudua	Weights and measures: electric vehicle chargers and electric vehicle supply equipment	Would authorize a measuring instrument used to measure the amount of electricity transferred from an electric vehicle charger to be used in connection with the sale of electricity as a motor vehicle fuel without first being tested if it is a type approved by the department, is calibrated and sealed by the manufacturer, and is unalterable		Assembly-Privacy & Consumer Protection	
AB 2462	Calderon	Public Utilities Commission: written reports: energy	This bill would require that report to also consider how the adoption of electrification may impact total energy costs borne by consumers, as specified, and contain recommendations that may take longer than 12 months to implement, but could lead to substantial reductions in monthly electricity bills. The bill would also expand the above-described goals to additionally include goals for encouraging beneficial electrification.		Assembly-Appropriations	Amended 4/8/24 4/3/24: Passed by Asm. U&E 16-0 Amended 4/1/24 Amended 3/21/24

Bill	Author	Topic	Summary	Hearing Date	Location	Past Actions
AB 2495	Muratsuchi	Joint agency report; geographic needs	Requires the CPUC, CEC, and CARB to map geographic needs for energy resources and evaluate decarbonization needs from across the economy.	17-Apr-24	Assembly-Utilities & Energy	Amended 4/8/24 Amended 3/21/24
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 or sold online on or after January 1, 2025, or sold in a store on or after January 1, 2026, unless the gas stove bears a label attached in a conspicuous location and, for online sales, unless the internet website prominently posts a warning, that sets forth a specified statement relating to air pollutants that can be released by gas stoves and that is attached to the gas stoves, among other requirements.	23-Apr-24	Assembly-Environmental Safety and Toxic Materials	Amended 4/3/24
AB 2537	Addis	Monitoring offshore wind and CA's ocean	Creates a fund to provide grants to local communities and tribal communities to participate in the planning around offshore wind.	22-Apr-24	Assembly-Natural Resources	Amended 4/10/24 4/8/24 Nat. Resources hearing cancelled at request of author Amended 3/21/24
AB 2559	Petrie-Norris	Local planning: electric vehicle service equipment: permitting delays	Require Go-Biz to create and maintain a website to collect info for delays/denials in permitting of EVSE. Establish working group.	16-Apr-24	Assembly-Jobs, Economic Development, & the Economy	4/10/24 Passed by Asm. Local Goverment 9-0
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.	17-Apr-24	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	
AB 2661	Soria	Electricity: transmission facility planning: water districts	Cost assessment for deploying solar in central valley and incorporate in next CAISO portfolio. Water districts can own and operate solar/storage.	17-Apr-24	Assembly-Utilities & Energy	

Bill	Author	Topic	Summary	Hearing Date	Location	Past Actions
AB 2666	Boerner	IOU rate of return	Requires the IOUs to refund revenues collected in excess of their rate of return, to refund those revenues to its ratepayers.	24-Apr-24	Assembly-Utilities & Energy	Amended 3/21/24
AB 2683	Boerner	PAO and general rate cases	Requires the PAO to advocate for lower rates in every general rate case.		Assembly-Utilities & Energy	Amended 3/21/24
AB 2779	Petrie-Norris	CAISO transmission planning reporting	Requires CAISO tranmission plans to include the new use of grid enhancing technologies deemed reasonable by CAISO in that plan and the cost of efficiecy savings of the deployment of those technologies.	17-Apr-24	Assembly-Utilities & Energy	Amended 3/21/24
AB 2805	Essayli	Electricity: fixed charges: repeal	This bill would repeal income graduated fixed charges.		Assembly-Utilities & Energy	
AB 2815	Petrie-Norris	Clean Transportation Program: electric vehicle charging stations	Would provide grants under the Clean Transportation Program for repairs to EV chargining infrastructure	15-Apr-24	Assembly-Transportation	
AB 2847	Addis	Utility application for cost recovery requirements	his bill would require an electrical corporation's or gas corporation'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 electrical corporation or gas corporation to provide supporting workpapers and calculations for the estimates.		Assembly-Appropriations	4/3/24: Passed by Asm. U&E 13-2 Amended 3/21/24
AB 2891	Friedman	LSE electrical demand forecast	Requires the CEC to develop requirements and standards for load modifying programs. Currently, there are no standards and requirements leaving individual applications for such efforts in the hands of one staff person's opinion at the CEC.	17-Apr-24	Assembly-Utilities & Energy	Amended 3/21/24
AB 2940	Muratsuchi	California Environmental Quality Act: environmental leadership development projects: transmission projects	Defines new transmission projects as "environmental leadership development projects," allowing for a streamlined CEQA process		Assembly-Natural Resources	
AB 2965	Addis	Weights and measures: Department of Food and Agriculture	Spot bill related to Ag/weights & measures		Assembly-Pending Referral	

Bill	Author	Topic	Summary	Hearing Date	Location	Past Actions
AB 3006	Zbur	Offshore wind infrastructure; Workforce needs	Adds offshore wind to the definition of "infrastructure" to the Governor's five year infrastructure plan and directs the CEC and WDB to jointly determine immediate and long-term workforce needs.		Assembly-Appropriations	Amended 4/8/24 4/3/24: Passed by Asm. U&E 16-0 Amended 4/1/24 Amended 3/21/24
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-Utilities & Energy	
AB 3016	Petrie-Norris	Renewable electrical generation facilities: interagency coordination	Go Biz must create and oversee a process for interagency coordination for all state and local agencies with known or likely environmental review or permitting jurisdiction relating to proposed renewable electrical generation facilities		Assembly-Utilities & Energy	
AB 3107	Connelly	Microgrids: study	This bill would require the Energy Commission to conduct a study on the benefits of microgrids for local governments and communities and would require the Energy Commission, on or before January 1, 2027, to submit a report on that study to the Legislature. The bill would repeal its provisions on January 1, 2031.		Assembly-Utilities & Energy	
AB 3111	Calderon	DERs and aggregated DERs: Reporting to CEC	Requires applicants for large new customer-sited solar and storage projects to notify the public and the California Energy Commission (CEC) of the installation and scope of these facilities.		Assembly-Utilities & Energy	4/3/24: Hearing postponed by committee
AB 3130	Quirk-Silva	Public officers; financial interest	Expands the fincial conflict of interest law to include additional family members.		Assembly-Local Government	Amended 4/1/24 Amended 3/21/24
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.	23-Apr-24	Assembly-Environmental Safety & Toxic Materials	4/2/24: Passed by Asm. Judiciary 11-0

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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-Utilities & Energy	
AB 3219	Sanchez	Advanced Clean Fleets: Local Gov	This bill would provide that the requirements of the Advanced Clean Fleets Regulation do not apply to the purchase by a local government of vehicles with a gross vehicle weight rating greater than 8,500 pounds if the price of the zero-emission version of a vehicle is more than an unspecified percentage of the price of a comparable internal combustion engine version of that vehicle.		Assembly-Transportation	Amended 3/11/24
AB 3238	Garcia	Electrical infrastructure; endangered species	Streamlines endangered species under CESA + streamlined CEQA for electrical infrastructure projects	26-Apr-24	Assembly-Water, Parks & Wildlife	Amended 4/8/24 4/3/24: Passed by Asm. U&E 13-1
AB 3246	Garcia	Transmission conductor; technology	This bill would require the commission, on or before January 1, 2026, to update the above-described general order to provide an exemption that would instead authorize an electrical corporation to seek the commission's approval of advanced reconductoring, as defined, of its existing electrical transmission facilities through the commission's informal advice letter process, as specified. The bill would require this advice letter to contain certain information, including, among other information, an estimate of the increased capacity expansion.	17-Apr-24	Assembly-Utilities & Energy	Amended 3/18/24
AB 3247	Irwin	Public Advocate's Office: appointment of the director	Requires the director of the Public Advocate's Office (PAO) to be alternately appointed for 4-year terms by the Speaker of the Assembly and the President pro Tempore of the Senate.	17-Apr-24	Assembly-Appropriations	4/3/24: Passed by Asm. U&E 16-0
AB 3256	Irwin	Memorandum and balancing accounts: reports to the Legislature	Would require the California Public Utilities Commission determine whether investor-owned utility balancing accounts have achieved their intended purpose, and whether future cost increases are justified if the intended purpose has not been achieved.		Assembly-Utilities & Energy	

Bill	Author	Topic	Summary	Hearing Date	Location	Past Actions
AB 3263	Calderon	Electrical corporations: financing orders: wildfire mitigation expenses	This bill would, in addition to expenses related to catastrophic wildfires, authorize the use of a financing order to recover the costs of wildfire mitigation efforts, operational and maintenance expenses related to an electrical corporation's wildfire mitigation plan, wildfire risk mitigation costs, and vegetation management costs and expenses.	24-Apr-24	Assembly-Utilities & Energy	
AB 3269	Essayli	NEM-intent bill	NEM spot bill		Assembly-Pending Referral	
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	
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.	15-Apr-24	Senate-Appropriations	Amended 3/21/24 3/19/24: Passed by Sen. EU&C 17-0 Amended 3/7/24
SB 1006	Padilla	Electricity: transmission capacity: reconductoring and grid enhancing technologies	CPUC must ensure CA on track to deliver specified transmission capacities by certain dates and annually report to Legislature. CPUC must conduct study on cost savings + efficiencies from using reconductoring and other grid enhancing tech to improve grid reliability	16-Apr-24	Senate-Energy, Utilities and Communications	Amended 3/18/24
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.	16-Apr-24	Senate-Energy, Utilities and Communications	

Bill	Author	Topic	Summary	Hearing Date	Location	Past Actions
SB 1054	Rubio	Climate Pollution Reduction in Homes Initiative: natural gas: customer credit	Energy Commission/CPUC supervises the Climate Pollution Reduction in Homes, requiring gas corporations to award grants; use 15% of its revenues to the CPRG in Homes Initiative	22-Apr-24	Senate-Energy, Utilities and Communications	
SB 1062	Dahle	Biomass procurement mandate	Requries IOUs and POUs to procure 125 mw of biomass from facilities that have converted to advanced bioenegy technology facilities.	16-Apr-24	Senate-Energy, Utilities and Communications	Amended 4/3/24
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	
SB 1095	Becker	Cozy Homes clean up act	This bill would also require the department, if necessary, by July 1, 2026, to update rules and regulations that facilitate the use of electricity-powered space and water heating technologies for manufactured homes, mobilehomes, and multifamily manufactured homes when necessary to replace fuel-burning appliances with electric appliances.	15-Apr-24	Senate-Appropriations	Amended 4/8/24 4/4/24: Passed by Sen. Judiciary 11-0 Amended 3/21/24 3/20/24: Passed by Sen. Housing 7-1
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.		Senate-Appropriations	4/8/24- Placed on Suspense file 3/19/24: Passed Sen. EU& C 15-0
SB 1142	Menjivar	Disconnections payment plans	Requires IOUs to offer to customer before disconnection a payment plan of a minimum of 24 months; limits initial IOU ask to 20% of past due bill	22-Apr-24	Senate-Energy, Utilities and Communications	Amended 3/18/24

Bill	Author	Topic	Summary	Hearing Date	Location	Past Actions
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 site, as defined, that includes deployment of an electrical generation and energy storage facility and that meets specified requirements, including, among other things, that deployment of the electrical generation and energy storage facility is capable of providing backup electricity to the multifamily site using renewable energy resources, that the owner of the multifamily site does not increase rent in association with the costs of the deployment's components or lease agreement, that each tenant's electricity costs are less than what the effective fully bundled rate would have been if billed by the relevant load-serving entity, and that the owner bills the nonresidential meters and residential tenants for electricity usage directly, as measured by private submeters installed by the owner for each individual unit at the site, as specified.	16-Apr-24	Senate-Energy, Utilities and Communications	Amended 4/4/24
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. Because these provisions would be part of the Public Utilities Act and a violation of these requirements or a PUC action implementing these requirements would therefore be a crime, the bill would impose a state-mandated local program.	24-Apr-24	Senate-Environmental Quality	3/2/24: Passed Sen. EU&C 15-1
SB 1177	Bradford	Diversity, equity, and inclusion employment plan	This bill would require the above-described entities with annual gross California revenues exceeding $25,000,000, and would require the above-described entities with annual gross California revenues exceeding $15,000,000, but not more than $25,000,000, to include certain information as part of each annual report or data submission described above, including, among other information, data regarding the diversity of contractor or subcontractor workforces, as provided.	15-Apr-24	Senate-Appropriations	Amended 4/9/24 Amended 4/2/24 3/19/24: Passed Sen. EU& C 14-0

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, including, but not limited to, in the San Francisco Bay area and the Sacramento Valley, that advance progress toward resource adequacy goals and the targets of the scoping plan and the California Renewables Portfolio Standard Program. The bill would also require that grants made from any funding received from next generation battery hub programs under its provisions prioritize projects that meet any of the specified conditions, including that the project help reduce costs and increase access to batteries. Prior to the submission of any applications to receive funding from next generation battery hub programs, the bill would require a partnership entered into pursuant to the above-described provisions to adopt a community benefits plan that includes specified elements. The bill would require GO-Biz to submit a report to the relevant budget and policy committees of the Legislature on or before March 1, 2030, and annually thereafter, regarding the status of any partnership entered into pursuant to the above-described provisions.	15-Apr-24	Senate-Business, Professions & Economic Development	Amended 4/3/24
SB 1210	Skinner	Utility connection charges for new construction	This bill would, for new housing construction, require the above-described utilities to publicly post on their internet websites (1) the amount of any charge issued for a service connection, capacity, or other point of connection charge by the housing unit's address, and (2) the schedule of fees for a service connection, capacity, or other point of connection charge, as specified. The bill would, for new housing construction, require each utility to ensure that its internet website allows an applicant for a service connection to, among other things, receive a reasonable estimate regarding when the utility will complete the applicant's service connection. To the extent that this bill imposes new requirements on certain local agencies, the bill would impose a state-mandated local program.	17-Apr-24	Senate-Local Government	Amended 4/9/24 Amended 3/18/24

Bill	Author	Topic	Summary	Hearing Date	Location	Past Actions
SB 1221	Min	Gas corporations: gas distribution infrastructure: zero-emission alternatives	This bill would require each gas corporation, by July 1, 2025, to annually file a map containing certain information, including the location of all potential gas distribution line replacement projects identified in its distribution integrity management plan and other foreseeable gas distribution pipeline replacements. The bill would require the commission, by January 1, 2026, to do various things, including the establishment of criteria and methodology for determining the cost-effectiveness of zero-emission alternatives, as defined, the determination of the appropriate rate of return and recovery period that a gas corporation is eligible to receive their costs to implement zero-emission alternatives, the designation of priority neighborhood decarbonization zones taking into consideration certain factors, and the adoption of a long-term gas distribution system planning process to evaluate and implement zero-emission alternatives for gas distribution line replacement projects and other capital investments in the gas distribution system. The bill would require the commission to evaluate the costs and benefits of thermal energy networks and identify potential implementation barriers. The bill would prohibit a gas corporation from involuntarily laying off employees as a result of the implementation of zero-emission alternatives.	16-Apr-24	Senate-Energy, Utilities and Communications	Amended 3/18/24
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.	22-Apr-24	Senate-Energy, Utilities and Communications	

Bill	Author	Topic	Summary	Hearing Date	Location	Past Actions
SB 1305	Stern	Virtual Power Plants; LSE requirements	This bill would require the PUC, in coordination with the State Energy Resources Conservation and Development Commission and the Independent System Operator, to take specified actions in relation to virtual power plants, as defined. The bill would require the PUC, on or before March 1, 2026, to begin a proceeding to determine targets for each electrical corporation to procure generation from cost-effective virtual power plants, and would require the PUC, on or before October 1, 2026, to finalize its proceeding and issue a decision adopting virtual power plant procurement targets to be achieved by each electrical corporation on or before December 31, 2028, and on or before December 31, 2033. The bill would, upon the PUC adopting virtual power plant procurement targets, require each electrical corporation, beginning January 30, 2028, and each year thereafter, to file a report with the PUC on its progress toward complying with the virtual power plant procurement targets.	22-Apr-24	Senate-Energy, Utilities and Communications	Amended 3/18/24
SB 1311	Stern	Energy: reliability planning assessment: integrated energy policy report	CPUC and CEC must report on process timelines for transmission and grid infrastructure capacity including expected completion dates. Demand forecast in IEPR incorporate weather variability	16-Apr-24	Senate-Energy, Utilities and Communications	
SB 1312	Nguyen	IGFC repeal	Repeal IGFC		Senate-Energy, Utilities and Communications	
SB 1314	Nguyen	IGFC repeal	Repeal IGFC (Urgency Clause)		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.	22-Apr-24	Senate-Energy, Utilities and Communications	

Bill	Author	Topic	Summary	Hearing Date	Location	Past Actions
SB 1351	Padilla	Electricity: state policy	Requires the PUC, CEC, and CARB, in consultation with CAISO and as part of a public process, on or before January 1, 2026, to issue a report to the Legislature that contains a clean energy infrastructure development plan setting out the infrastructure and processes necessary CA to hit policy goals	22-Apr-24	Senate-Energy, Utilities and Communications	Amended 4/10/24
SB 1370	Dahle	Biomass spot bill	Biomass spot bill		Senate-Rules	
SB 1374	Becker	NEM aggregation	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 eligible customer-generators are authorized to elect to aggregate the electrical load, as specified.	22-Apr-24	Senate-Energy, Utilities and Communications	4/2/24: Pulled from Sen. U&E hearing agenda by author Amended 3/18/24
SB 1393	Niello	Advanced Clean Fleets: Appeals Advisory Committee	This bill establishes the Advanced Clean Fleets Regulation (ACF) Appeals Advisory Committee to review appeals of denied requests for exemptions from the requirements of the ACF Regulation.		Senate-Environmental Quality	4/3/24: Failed passage in Sen. EQ, reconsideration granted
SB 1418	Archuleta	Hydrogen fueling stations; permitting	Extends the requirement for local governments to administratively approve hydrogen fueling stations from 2030 to 2035. Also requires all local governments to adopt an ordinance to create streamlined permitting for hydrogen-fueling stations.		Senate-Transportation	Amended 4/8/24 4/3/24 Passed by Sen. Local Government 4-0 Amended 3/18/24
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.	22-Apr-24	Senate-Energy, Utilities and Communications	4/3/24: Passed by Sen. EQ 5-0 Amended 3/20/24
SB 1422	Allen	Death to CFEE Act	Adds additional FPPC reporting requirements for organizations that sponsor travel events.	16-Apr-24	Senate-Elections and Constitutional Amendments	Amended 4/9/24 Amended 3/20/24
SB 1474	Allen	Intervener compensation	Amends the definition of substantion contribution for purposes of being eligible for intervenor compensation and it expands the definition of participant.	22-Apr-24	Senate-Energy, Utilities and Communications	Amended 3/20/24

Bill	Author	Topic	Summary	Hearing Date	Location	Past Actions
SB 1480	Allen	Low-Income Oversight Board: membership and duties.	This bill would expand the membership of the board to 12 members by adding one member selected by the commission who is a representative of a low-income telecommunications provider. The bill would expand the duties of the board to include monitoring and evaluating implementation of all programs provided to low-income telecommunications customers. The bill would require the commission, in conjunction with the board, to ensure that the financial burden, rather than the energy burden, of low-income electricity, gas, water, and telecommunications customers is reduced. The bill would also require the commission, on or before January 1, 2026, to adopt a process by which a consumer enrolled in a commission-administered low-income utility program receives a notification at enrollment providing information about other utility assistance programs for which the consumer may be presumptively eligible, and information about how to apply for those programs. The bill would require the commission to work with the Low Income Oversight Board to develop an outreach strategy to improve enrollment of eligible households across low-income utility assistance programs.	22-Apr-24	Senate-Appropriations	Amended 4/9/24 4/2/24 Passed by Sen. EU&C 13-1
SB 1508	Stern	Energy storage requirements	Directs the CPUC to adopt targets for LSEs to procure cost-effective energy storage systems, including LDS, multiday energy stroage systems, and emerging energy storage technologies.	22-Apr-24	Senate-Energy, Utilities and Communications	Amended 3/18/24
SB 1510	Stern	EV charging permitting	Spot Bill		Senate-Rules	
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.	At the core of this bill is the provision to prohibit an IOU from requiring a contractor to enter into a collectivr bargaining agreement with ANY labor organization as a condition for bidding on contracting work. Essentially, his bill trying to prevent the IOU from forcing a contractor and their workers to change their union representation to be eligible for the bid.		Assembly-Labor & Employment	

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.		Assembly	1/18/2024 In Assembly. Read first time. Held at Desk.
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.	16-Apr-24	Senate-Energy, Utilities and Communications	Amended 3/21/24
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.	23-Apr-24	Senate-Transportation	Amended 3/21/24 3/19/24: Passed by Sen. EU&C 13-0 and re-referred to Rules
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.	16-Apr-24	Senate-Energy, Utilities and Communications	

ORANGE COUNTY POWER AUTHORITY
Staff Report – 8.4

To: Orange County Power Authority Board of Directors

From: Linda Kraemer, Community Engagement Manager

Approved by: Joe Mosca, Chief Executive Officer

Subject: APPROVE UPDATES COMMUNITY ADVISORY COMMITTEE MEMBERSHIP CRITERIA

Date: April 30, 2024

RECOMMENDATION

Approve updates to the Community Advisory Committee Membership Criteria, including a proposed attendance policy.

BACKGROUND

On March 11, 2024, the Community Advisory Committee (CAC) reviewed attendance policies from two other CCAs and, after a discussion, voted to recommend to the board changing CAC policy and procedures to include an attendance policy.

The CAC voted to recommend the following absence policy for CAC members: *If a member has three consecutive absences or four within the year, the name of the CAC member would be submitted to the board for removal.*

On March 19, 2024, the Board heard a recommendation from the CAC. Director Kim requested that for appointed CAC members, the policy include a notification to the appointing Board Member when CAC members have had consecutive absences.

The attached amended Membership Criteria draft is submitted for your consideration and approval. Criteria 1 and 8 have been amended to address the attendance policy.

FISCAL IMPACT

None

ATTACHMENT

Attachment A – Revision to CAC Membership Criteria (Draft 4.30.2024)(Redline)
Attachment B – Revision to CAC Membership Criteria (Draft 4.30.2024)(Clean)

Community Advisory Committee

Membership Criteria

1. The Committee Advisory Committee (CAC) shall be made up of two members from each member agency and two at-large members. Each Board Member shall appoint two members; but, no member agency shall have more than two members. This composition may be revisited by the Board if new member cities are added to the Orange County Power Authority (OCPA). The two at-large appointments shall be selected by the Board via an application process. CAC members may be removed with or without cause by the Board or, if applicable, their appointing Board Member (or his or her successor).

2. The CAC is a Brown Act Committee, and all meetings shall be noticed and held in public spaces.

3. OCPA aims to ensure a wide variety of perspectives and participation on the CAC.

4. Members shall be residents (property owners and/or tenants), business owners, employees or representatives of a community-based organization and/or non-profit organization located within one of the member agencies of OCPA.

5. When reviewing applicants for membership, OCPA staff, and the Board of Directors are to prioritize residents, when feasible, from diverse social, economic, and racial backgrounds that are representatives of all residents within the service territory of OCPA.

6. There shall be two at-large members who shall be required to submit an application and the Board shall make the selection to the Committee.

7. CAC members must be committed to serving on the CAC and attending regular meetings along with the occasional OCPA Board meeting. CAC meetings and times will be determined once the members are approved by the full Board. If a CAC member misses two consecutive meetings or three meetings in a twelve-month period, OCPA staff will notify their appointing Board member (for non-at-large members) or the Chair of the Board (for at-large members). If a CAC member misses three consecutive meetings or four meetings in a twelve-month period, OCPA staff shall place an item on the Board agenda for potential removal of the CAC member.

8. The term for Members will be one-year and there will be a limit of two terms.

~~7.~~9. Meetings of the CAC could rotate throughout the OCPA service territory, if feasible. If technology permits, the meetings shall be broadcast on the local PEG channel run by each member jurisdiction and/or via an online platform.

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ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 8.5

To: Orange County Power Authority Board of Directors

From: Nicholaus Norvell, Interim General Counsel

Approved by: Joe Mosca, Chief Executive Officer

Subject: AUTHORIZE USE OF VARIOUS TELECONFERENCING OPTIONS UNDER THE BROWN ACT

Date: April 30, 2024

RECOMMENDATION

Authorize the Board of Directors and Committee members to use any manner of teleconferencing legally and logistically available under the Brown Act, including teleconferencing under AB 2449 (2022).

BACKGROUND

Following the end of the Governor's declared COVID-19 State of Emergency on February 28, 2023, the Board of Directors returned to fully in-person meetings for both the Board and members of the public, while continuing to provide virtual access as a convenience to the public. With the end of the State of Emergency, the Ralph M. Brown Act generally required California's local public agencies to return to in-person participation for members of legislative bodies, except when teleconferencing was otherwise authorized under the Brown Act.

On February 15, 2023, the Board considered an agenda item discussing the teleconferencing options available to the Board after returning to in-person meetings. The primary teleconferencing options available under the Brown Act are:

1. **Standard Teleconferencing Rules.** One or more Board members may participate by teleconference under the following conditions:
    - the teleconferencing location is noticed on the agenda;
    - an agenda is posted at the teleconference location;
    - the teleconferencing location is accessible to the public and allows the public to attend from that location; and
    - a quorum of members are participating from locations within OCPA's service area.

2. **AB 2449 Teleconferencing.** AB 2449, which took effect on January 1, 2023, amended the Brown Act to provide a new teleconferencing option. AB 2449 can be used when a member of a legislative body has to attend a meeting remotely due to an "emergency" or other reasons supported by "just cause." Under these new rules, a legislative body may hold a

hybrid (partial in-person, partial teleconference) meeting without having to comply with the Standard Brown Act Teleconferencing Rules under certain circumstances. These circumstances are:

- ***Just Cause***. One or more members of the legislative body (but less than a quorum) have notified the body of their need to participate remotely for just cause. Just cause is restricted to: (1) childcare or caregiving needs for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires remote participation; (2) a contagious illness that prevents in-person attendance; (3) a physical or mental disability need; or (4) travel while on official business of the agency or another state or local agency. The legislative body member must notify the legislative body at the earliest opportunity possible, including at the start of a meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the meeting.

- ***Emergency Circumstance***. One or more members of the legislative body (but less than a quorum) experience an emergency circumstance, which is defined as a physical or family medical emergency that prevents in-person attendance, and the member requests to participate remotely. As part of their request, the member must provide a general description of the circumstances relating to their need to appear remotely; however, they are not required to disclose a medical diagnosis, disability or other confidential medical information. The legislative body must then take action on the member's request. The member must make their request to participate remotely as soon as possible, and must make a separate request for each meeting in which they seek to participate remotely. If the request does not allow sufficient time to be placed on the posted agenda for the meeting for which the request is made, the legislative body may take action on it at the beginning of the meeting.

However, there are limitations on the number of times a member may use AB 2449 to participate remotely. Specifically, a member may not participate remotely for "just cause" for more than two meetings in a calendar year and, in general, may not use AB 2449 to participate remotely for more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year (or more than two meetings if the legislative body regularly meets fewer than 10 times per calendar year).

To allow one or more legislative body members to participate remotely under AB 2449, the meeting format and agendas must comply with the following:

- A quorum of the legislative body must meet in-person at a single location within OCPA's boundaries.

- OCPA must use either a two-way audio-visual system or a two-way phone service with live webcasting.

- The agenda must identify a call-in or internet-based access option for the public, along with the in-person meeting location.

- If a disruption to the online meeting occurs, the legislative body may take no further action on agenda items until public access is restored.

- The public must be able to provide comments in real-time. Public comments may not be required to be submitted in advance.

- All votes must be taken by roll call.

In addition, legislative body members participating remotely under AB 2449 must comply with the following requirements during the meeting:

- Before any action is taken, the member(s) must disclose whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any such individuals.

- The member(s) must participate through both audio and visual technology (cameras on).

In February 2023, because of uncertainty about the location(s) of future in-person meetings and concerns about OCPA's ability to provide virtual access to members of the public from the in-person locations, the Board approved an action to only use the Standard Teleconferencing Rules for the foreseeable future. That action has remained in effect since February 2023.

However, since February 2023, OCPA has generally been able to hold in-person meetings that also allow members of the public to participate virtually in a manner that would meet the requirements under AB 2449 if a Board member were to use AB 2449 teleconferencing.

Therefore, staff recommends that the Board authorize the use of all applicable teleconferencing options available under the Brown Act, including AB 2449 teleconferencing, when applicable legal requirements are met.

FISCAL IMPACT

None

ATTACHMENT

None

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 8.6

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer

Approved By: Joe Mosca, Chief Executive Officer

Subject: APPROVE AMENDED POLICY NO. 18, INVESTMENT POLICY

Date: April 30, 2024

RECOMMENDED ACTIONS

Approve Amendment to Policy No. 18, Investment Policy.

BACKGROUND

On April 19, 2023, the Orange County Power Authority (OCPA) Board of Directors approved OCPA Policy No. 18, Investment Policy. Consistent with policy review requirements within the current policy, OCPA staff has conducted an annual review and is presenting a recommendation to the Board of Directors.

DISCUSSION/ANALYSIS

The current policy prescribes a monthly reporting requirement for OCPA's year-to-date investment summary. To streamline OCPA operations, staff recommends changing the reporting frequency to quarterly to align with the Quarterly Treasurer's Report submission timeline.

The proposed revision will ensure timely and comprehensive financial reporting to the Board of Directors.

FISCAL IMPACT

N/A

ATTACHMENT

Attachment A – Proposed revision to Policy No. 18 - Investment Policy (Approved 4.19.2023)

Orange County Power Authority
Policy Number 018: Investment Policy
Approved: 4/19/2023 | Revised:

Purpose

Orange County Power Authority ("OCPA") shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy, in priority order of safety, liquidity and return on investment.

Standard of Care

The standard of prudence to be used by investment officials will be the "prudent investor" standard, which states that, "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

Scope

This Investment Policy applies to all funds and investment activities and financial assets of OCPA. This Policy does not apply to the investment of bond proceeds, which would be governed by any applicable bond documents.

Objectives

The primary objectives, in priority order, of the investment activities of OCPA are:

With respect to all investments:

1. To be in compliance with all Federal, State and local laws as well as all OCPA policies and procedures.
2. All investments of OCPA shall be undertaken in a manner which seeks the preservation of principal.
3. To remain sufficiently liquid to enable OCPA to meet all operating requirements which might be reasonably anticipated.
4. To maximize return consistent with risk limitations identified herein and prudent investment principles.

With respect to short-term cash management objectives:

1. To accelerate receipt of all funds due to OCPA.
2. To accurately monitor and forecast expenditures and revenues, thus enabling OCPA to invest funds to the fullest extent possible.
3. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

DRAFT

Delegation of Authority

Pursuant to Section 53607, the Board hereby delegates responsibility to manage investment funds to the Treasurer of OCPA. The Treasurer of OCPA is the Chief Financial Officer and all powers or authority granted to the Chief Financial Officer in this Policy are exercised in the capacity of the Treasurer. The Treasurer has authority to appoint Deputy Treasurer(s), as Treasurer deems necessary for prompt and genuine discharge of duties, pursuant to Section 53607.

OCPA may engage the services from one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of OCPA's investment portfolio in a manner consistent with the OCPA's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy.

Ethics and Conflict of Interest

The authorized employees involved in the investment process will refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions.

Pursuant to OCPA's Conflict of Interest Code, the authorized employees will disclose any financial interests and investment holdings that could affect the performance of OCPA's portfolio or the individual's judgement or decisions regarding OCPA's portfolio.

Authorized Financial Dealers and Institution

The Chief Financial Officer will maintain a list of approved financial institutions authorized to provide investment services to OCPA. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). A determination should be made to ensure that all approved broker/dealer firms, and individuals covering OCPA, are reputable and trustworthy. In addition, the broker/dealer firms should have the ability to meet all of their financial obligations in dealing with OCPA. The firms, and individuals covering OCPA, should be knowledgeable and experienced in Public Agency investing and the investment products involved. No public deposit shall be made except in a qualified public depository as established by the established state laws. All financial institutions and broker/dealers who desire to conduct investment transactions with OCPA must supply the Chief Financial Officer with the following: audited financial statements, proof of registration with the Financial Industry Regulatory Authority, trading resolution, proof of State of California registration, completed broker/dealer questionnaire, certification of having read the OCPA's investment policy and depository contracts.

An annual review of the financial condition and registrations of qualified bidders will be conducted by the Chief Financial Officer. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which OCPA invests.

If OCPA utilizes an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of OCPA.

Authorized Investments

OCPA is authorized by California Government Code Section 53600 et seq. to invest in the types of securities listed below. A security purchased in accordance with this section shall not have a forward settlement date exceeding 45 days from the time of investment.

Where this section specifies a percentage limitation for a particular security type, that percentage is applicable only on the date of purchase. Credit criteria listed in this section refer to the credit rating at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the Chief Financial Officer will perform a timely review and decide whether to sell or hold the investment.

U.S. Treasury Obligations

United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

U.S. Agency Obligations

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government- sponsored enterprises.

Municipal Obligations

Registered state warrants or treasury notes or bonds of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of California.

Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue- producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

Bonds, notes, warrants or other evidence of indebtedness of a local agency within California, including bonds payable solely out of the revenues from a revenue- producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

Bonds issued by OCPA, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by OCPA or by a department, board, agency, or authority of OCPA.

OCPA is prohibited from investing in any debt issued by member agencies of OCPA who are parties to the OCPA Joint Powers Agreement.

Deposits at Bank(s)

FDIC insured or fully collateralized demand deposit accounts, savings accounts, market rate accounts, time certificates of deposits ("TCDs") and other types of bank deposits in financial institutions located in California. The amount on deposit in any financial institution shall not

exceed the shareholder's equity. To be eligible to receive OCPA's deposits, the financial institution must have received a minimum overall satisfactory rating, under the Community Redevelopment Act, for meeting the credit needs of California Communities in its most recent evaluation. Bank deposits are required to be collateralized as specified under Government Code Section 53630 et seq. The Chief Financial Officer, at his/her discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. OCPA shall have a signed agreement with any depository accepting OCPA's funds per Government Code Section 53649. The maturity of TCDs may not exceed 5 years in maturity. There is no limit on the percentage of the portfolio that may be invested in bank deposits. However, a maximum of 50 percent of the portfolio may be invested in TCDs.
Banks eligible to receive deposits will be federally or state chartered and will conform to Government Code 53635.2.

Placement Service Deposits
Bank deposits placed with a private sector entity that assists in the placement of deposits with eligible financial institutions located in the United States. The full amount of the principal and the interest that may be accrued during the maximum term of each deposit shall at all times be insured by federal deposit insurance. Placement Deposits shall meet all of the requirements of Government Code Section 53601.8. Purchases of placement service deposits may not exceed 50% of OCPA's investment portfolio.

Local Agency Investment Fund (LAIF)
Funds may be invested in the Local Agency Investment Fund ("LAIF"). The LAIF was established by the California State Treasurer for the benefit of local agencies.

Commercial Paper
Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization ("NRSRO"). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or (2):

(1) The entity meets the following criteria: (A) Is organized and operating in the United States as a general corporation. (B) Has total assets in excess of five hundred million dollars ($500,000,000). (C) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by an NRSRO.
(2) The entity meets the following criteria: (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (B) Has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond. (C) Has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days or less. Purchases of eligible commercial paper shall not exceed 40% of OCPA's funds.

Medium Term Notes

Defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or better by an NRSRO. Purchases of medium-term notes shall not exceed 30% of OCPA's funds.

Negotiable Certificates of Deposits

Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the California State Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposits shall not exceed 30% of the OCPA's funds.

Mortgage Pass-Through and Asset-Backed Securities

A mortgage pass-through security, collateralized mortgage obligation, mortgaged backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate or consumer receivable backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Purchase of securities authorized by this subdivision shall not exceed 20% of OCPA's funds.

Supranational Obligations

United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or better by an NRSRO and shall not exceed 30% of OCPA's funds.

Joint Power Authority Pool

Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive, of Government Code 53601. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.
(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive, of Government Code 53601.
(3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

Money Market Funds

Shares of beneficial interest issued by diversified management companies that are Money Market Funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. These funds must either have attained the highest rating/ranking by at least two NRSROs or have retained an investment advisor registered with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars ($500,000,000).

Investments in this category will not exceed 20% of OCPA's funds and no more than 10% may be invested in any one money market fund.

Hedging Program

Staff may examine and recommend to the Board an investment strategy that is consistent with this policy, and which will hedge against revenue loss due to high PCIA or increased prices of natural gas commodity.

Reporting Requirements

The Chief Financial Officer will provide a year-to-date investment summary within the Quarterly Treasurer's Report to the Board of Directors ~~on a monthly basis~~. The summary will show the type of investment, the average balance of funds invested, and average annual percentage yield.

Investment Pools/Mutual Funds

A thorough investigation of the pool/fund is required prior to investing, and on a regular basis. Best efforts will be made to acquire the following information:

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

Collateralization

Collateralization will be required on certificates of deposit. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value for certificates of deposit.

Collateral will always be held by an independent third party with whom OCPA has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained. The right of collateral substitution is granted.

Maturity Limit
Investments will generally not exceed a term of five years unless a shorter maturity is designated herein. To the extent possible, OCPA will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, OCPA will not directly invest in securities maturing more than 5 years from the date of purchase (to the extent permitted under the Government Code) unless the Board of Directors has provided approval at least three months prior to the investment. For purposes of compliance with this section, an investment's term or remaining maturity shall be measured from the settlement date to final maturity. Reserve funds may be invested in securities exceeding 5 years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

Internal Control
The Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to provide reasonable assurance that the assets of OCPA are protected from loss, theft, or misuse.

The Chief Financial Officer or his/her designee shall arrange for an annual audit by an external CPA firm in compliance with the requirements of state law and generally accepted accounting principles as pronounced by the Governmental Accounting Standards Board. As part of the audit, investment transactions will be tested. The annual audit will be an integral part, but not the sole part of management's program of monitoring internal controls.

Safekeeping and Custody
All security transactions, entered into by OCPA shall be conducted on a delivery-versus-payment basis. Securities will be held by a third-party custodian and evidenced by safekeeping receipts.

Performance Standards
OCPA's portfolio shall be structured to achieve a market-average rate of return through various economic cycles, commensurate with the investment risk constraints and the cash flow needs. Investment performance will be calculated on a gross basis before fees and expenses and tracked monthly for internal use and monitoring.

Policy Review
The Investment Policy will be reviewed annually. Any changes to the Investment Policy will be submitted to the Board of Directors for approval.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.1

To: Orange County Power Authority Board of Directors

From: Steven Halligan, Regulatory and Legislative Manager

Approved By: Joe Mosca, Chief Executive Officer

Subject: APPROVE FURNITURE AND INSTALLATION SERVICE AGREEMENT

Date: April 30, 2024

RECOMMENDED ACTIONS

Authorize the CEO to execute agreements with GM Business Interiors for Furniture and Installation Services with a not-to-exceed amount of $250,000, in accordance with OCPA's Procurement Policy regarding Cooperative Agreements.

BACKGROUND

On September 13, 2023, the Orange County Power Authority (OCPA) Board of Directors granted the Chief Executive Officer the authority to negotiate and execute agreements with The Irvine Company (TIC) for office space. An agreement was reached with TIC on February 19, 2024. OCPA is expected to move into the new office space in the summer of 2024.

Since OCPA's inception, the office space that has been leased has been furnished as part of the lease agreement. The new office space requires OCPA to provide all furniture including offices, cubicles, chairs, board room, conference room, reception, and break room furniture. In addition, OCPA will need to separately procure AV systems, related equipment, accessories, appliances, and security systems.

DISCUSSION/ANALYSIS

Staff recommend entering into an agreement with GM Business Interiors utilizing their Regional Cooperative Agreement (RCA). Orange County Power Authority Policy 01 – Procurement Policy section 5.d.v. authorizes the use of RCAs. This agreement was selected after reviewing available RCAs, checking references from various government agencies, visiting showrooms, exploring offerings, and considering costs and construction timeline. This agreement provides OCPA the greatest flexibility while ensuring the greatest cost savings. Utilizing this RCA allows OCPA to select furniture from multiple manufacturers and distributed by GM Business Interiors while enjoying the cost savings afforded by the rates negotiated by larger entities that established the RCA.

This agreement will cover all furniture costs including delivery and installation of offices, cubicles, conference room, reception and Board room. This agreement does not cover other costs expected

with the new office such as Audio/Visual equipment and installation, security systems, appliances, electronics, utilities, and other office supplies, which will be covered under separate contracts.

Staff also explored extensive options to obtain furniture for the new office space including surplus and used furniture. After an extensive search for surplus and used furniture, staff have been unable to locate used furniture suitable for the new office space. Typically used furniture companies do not keep used furniture in stock and thus the timing of obtaining used furniture must align with the move in dates perfectly, and is subject to availability which may not meet the types and quantities needed for the office space. Staff will continue to explore the feasibility of this option, should additional opportunities arise.

GM Business Interiors

GM is the largest MillerKnoll Certified Office Furniture Dealer in Southern California. They offer seating, desks and workspaces, tables, storage and more from a wide range of manufacturers. They offer products from MillerKnoll, Knoll, Herman Miller and more.

GM has an extensive history with public agencies, municipalities, and non-profit organizations. Their first public sector contracts were established in 1991 working with County of Riverside and County of San Bernardino along with the federal government of the United States. Since, GM has become recognized as the largest government dealer in the nation for Herman Miller. They have worked with several county, city, and federal agencies in Southern California including the Counties of Orange, Riverside, and San Bernardino and the cities of Carlsbad and Vista. GM has an office in Irvine and is a Certified Woman and Minority-Owned Business.

The RCA with GM Interiors provides for the purchase, delivery, assembly, set-up and installation of furniture, seating, workstations, and ancillary furnishings including but not limited to offices, conference rooms, training rooms, storage, break areas, collaboration spaces, and more. It also includes design services, space planning services, and project management.

GM Business Interiors guarantees that prices quoted in the RCA are equal to or less than prices quoted to any other local, state or federal government entity for services of equal or lesser scope.

FISCAL IMPACT

The combined Not-to-Exceed (NTE) amount for this contract is $250,000. This NTE amount will be included as a capital expenditure in the FY24/25 Budget.

ATTACHMENT

Attachment A – Agreement with GM Business Interiors
Attachment B – Regional Cooperative Agreement with GM Business Interiors
Attachment C – Original GM Proposal

ORANGE COUNTY POWER AUTHORITY
COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement for Furniture and Installation Services ("Agreement") is entered into as of the First day of May, 2024 by and between the Orange County Power Authority, a California joint powers authority ("Authority") and Gofarth & Marti, DBA GM Business interiors, a Corporation with its principal place of business at 1099 W. La Cadena Drive, Riverside, CA 92501 ("Contractor"). Authority and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement

RECITALS

WHEREAS, on October 19, 2022, the County of Orange awarded a contract to Contractor entitled Regional Cooperative Agreement Contract Number RCA-017-22010154 ("Original Contract") for Free-Standing Modular Furniture and Installation Services pursuant to a competitive solicitation process performed in accordance with the competitive procurement rules applicable to County of Orange; and

WHEREAS, pursuant to the Authority's Procurement Policy, the Authority is authorized to use cooperative purchasing, which includes utilizing contracts awarded by other public agencies when it is in the Authority's best interest to do so; and

WHEREAS, the Original Contract authorizes other agencies to rely upon the terms and conditions established therein, including pricing; and

WHEREAS, the Authority desires to piggyback on the Original Contract entered into between County of Orange and Contractor and procure Furniture and Installation Services on the same terms and conditions set forth therein pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are a part of this Agreement.

2. **Term**. The term of this Agreement shall be from May 1, 2024 to April 30, 2026, unless earlier terminated as provided herein. The Authority reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement. This Agreement may be extended by the Authority for three additional one-year terms upon mutual written consent of the Authority and Contractor.

3. **Incorporation By Reference**. The Scope of Services is attached hereto as Exhibit "A" and incorporated herein by this reference. The Original Contract, including all documents incorporated by reference therein, is attached hereto as Exhibit "B" and incorporated herein by this reference – all references in the Original Contract to "County of Orange" shall be understood to mean the Orange County Power Authority. The Contractor's Proposal is attached hereto as Exhibit

"C" and is incorporated herein by reference. The incorporation of the Original Contract and the Contractor's Proposal as part of this Agreement is subject to the order of precendence set forth below.

4. **Precedence of Agreement Documents**. If there is a conflict between Agreement documents, the document highest in precedence shall control. The precedence shall be:

One:	This Agreement
Two:	The Original Contract
Three:	The Contractor's Proposal

Amendments, supplemental agreements, and approved revisions to the Agreement or any part thereof become a part of this Agreement (Item One) above.

5. **Obligations of the Authority**.

A. The Authority shall be obligated to pay Contractor based upon the unit and/or lump sum prices set forth in the Original Contract and/or the Contractor's Proposal for services authorized by the Authority.

B. Payments to the Contractor shall be made within 45 days after receipt of an original invoice from the Contractor and acceptance of the services by Authority.

C. In no event shall the total amount paid under this Agreement exceed $250,000 unless otherwise agreed to by the parties in writing. Contractor shall not be reimbursed for any expenses unless authorized in writing by Authority.

6. **Obligations of the Contractor**.

A. Contractor shall perform the Scope of Services as required by this Agreement.

B. Contractor shall obey all Federal, State, and local laws, ordinances, and regulations. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Scope of Services is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold Authority, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of the Scope of Services, including any delay, shall be Contractor's sole responsibility and Contractor shall indemnify Authority from liability arising out of the same. It shall be mandatory upon the Contractor and all subcontractors to comply with all applicable California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records

(Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815), contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 and to be registered with the California Department of Industrial Relations shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1771.4, 1725.5 and 1771.1.

C. The Contractor shall keep a tally of the cost for the services ordered by Authority. The Contractor shall not accept work orders from the Authority if the cost for the work will exceed the amount indicated above unless otherwise agreed to by the parties in writing.

7. **Accounting Records**. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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.

8. **Hold Harmless and Indemnification**. To the fullest extent permitted by law, Contractor shall defend, 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 alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, the Authority, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.

9. **Amendments**. Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the Authority and Contractor.

10. **Equal Opportunity Employment and Subcontracting**. Contractor 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, Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

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

12. **Complete Contract**. This Agreement shall constitute the complete Agreement between the parties hereto. No verbal agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such verbal agreement, understanding, or representation be binding upon the parties hereto.

13. **Time of Performance**. Time is of the essence in this Agreement.

14. **Successors and Assigns**. The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

15. **Authority to Execute Contract**. Both Authority and Contractor do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

16. **Insurance**. Contractor shall not commence work for the Authority until it has provided evidence satisfactory to the Authority it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

17. **Jurisdiction and Venue**. Jurisdiction is in the State of California and venue lies in County of Orange

18. **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:

Contractor:

Brian Ogden
9750 Irvine Blvd, Suite 108
Irvine, CA 92618

Authority:

Orange County Power Authority
PO Box 54283
Irvine, CA 92619
Attn: Saul Viramnotes, Management Analyst

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.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR COOPERATIVE PURCHASING AGREEMENT BETWEEN THE ORANGE COUNTY POWER AUTHORITY AND GOFORTH & MARTI, DBA GM BUSINESS INTERIORS

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

ORANGE COUNTY POWER AUTHORITY	GOFORTH & MARTI, DBA GM BUSINESS INTERIORS
By : _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ATTEST:

_____
Secretary, Authority Board of Directors

APPROVED AS TO FORM:

_____
General Counsel

**A corporation requires the signatures of two corporate officers.*

One signature shall be that of the Chairman of Board, the President or any Vice President, and the second signature (on the attest line) shall be that of the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to Authority.

EXHIBIT "A"

SCOPE OF SERVICES

It is the intention of Orange County Power Authority to establish a contract for a complete and comprehensive line of Furniture and Installation Services including, but not limited to, the following categories:

- Systems Furniture: A complete and comprehensive catalog of all systems furniture, lines, and accessories available from the Company;
- Freestanding Furniture: A complete and comprehensive catalog of all case goods, furniture, (including folding and mobile) desks, tables, and accessories not limited to pre-school items available from the Company;
- Seating/Chairs: A complete and comprehensive catalog of office and classroom chairs, tandem seating and other general seating not limited to pre-school items available from the Company;
- Soft Seating: A complete and comprehensive catalog selection of soft seating for areas such as commons, libraries, waiting areas and open learning spaces. Products include, but are not limited to, lounge seating, modular linear seating, tables, and accessories.
- Filing Systems, Storage and Equipment: A complete and comprehensive catalog of filing systems including vertical and lateral files, freestanding file cabinets, bookcases, and equipment and accessories available from the Company;
- Technology Support Furniture: A complete and comprehensive catalog selection of technology support furniture to support technology-based learning environments. Library Furniture: A complete and comprehensive catalog selection of library furniture including shelving.
- Breakroom Furniture: A complete and comprehensive catalog selection of breakroom furniture.
- Audio/Visual Furniture: A complete and comprehensive catalog selection of audio/visual furniture.
- Auditorium/Theater Fixed Seating: A complete and comprehensive catalog selection of auditorium/theater fixed seating and related furniture.
- Modular Walls: A complete and comprehensive catalog selection of modular wall systems.
- Related Products, Support Services and Solutions: Related office interior products and design, "Quick Ship", design and layout, fabric and color design services, installation, systems furniture reconfiguration, assessment tools, professional development, furniture leasing, asset management services, storage, buyback programs, furniture refurb and any other related products and services or solutions offered by the Company.

The not-to-exceed value for this contract is $250,000.

EXHIBIT "B"

ORIGINAL CONTRACT

Attached Behind This Page

EXHIBIT "C"

CONTRACTOR'S PROPOSAL

Attached Behind This Page

EXHIBIT "D"

INSURANCE REQUIREMENTS

1.1 Insurance.

1.1.1 Time for Compliance. Contractor 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, Contractor 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.

1.1.2 Minimum Requirements. Contractor 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 Contractor, its agents, representatives, employees or subcontractors. Contractor 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. Contractor 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.

1.1.3 Professional Liability. Contractor shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim and a $2,000,000 aggregate. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor. "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.

1.1.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor 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 Contractors 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 Contractor or for which the Contractor 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 Contractor'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 Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Contractor 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 Contractor 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 Contractor.

(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) Contractor shall provide Authority at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Contractor 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 Contractor 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. Contractor shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Contractor 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 Contractor, 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 Contractor 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 Contractor or Authority will

withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Authority may cancel this Agreement. Authority may require the Contractor 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.

1.1.5 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.

1.1.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by Authority. Contractor 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 Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

1.1.7 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.

1.1.8 Verification of Coverage. Contractor 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.

1.1.9 Subcontractor Insurance Requirements. Contractor 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 Contractor, Authority may approve different scopes or minimum limits of insurance for particular subcontractors.

1.1.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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.

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REGIONAL COOPERATIVE AGREEMENT
CONTRACT NUMBER RCA-017-22010154
BETWEEN
COUNTY OF ORANGE, COUNTY PROCUREMENT OFFICE
AND
GOFORTH & MARTI, DBA GM BUSINESS INTERIORS
FOR
FREE-STANDING MODULAR FURNITURE AND INSTALLATION SERVICES

This Contract RCA-017-22010154 for Free-Standing Modular Furniture and Installation Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, ("County") and Goforth & Marti, DBA GM Business Interiors with a place of business at 1099 W. La Cadena Dr., Riverside, CA 92501 ("Contractor"), with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B –Pricing and Compensation

Attachment C – Item List/Fees

Attachment D – Subcontractor(s)

RECITALS

WHEREAS, County solicited via a Request for Proposal ("RFP") for Free-Standing Modular Furniture and Installation Services; and

WHEREAS, Contractor responded to RFP and represented that Contractor is qualified to provide Free-Standing Modular Furniture and Installation Services to County; and

WHEREAS, Contractor agrees to provide Free-Standing Modular Furniture and Installation Services to County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, Contractor agrees to accept payment based on the pricing set forth in Pricing and Compensation, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

A. **GOVERNING LAW AND VENUE**: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. **ENTIRE CONTRACT**: This Contract, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

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C. **AMENDMENTS**: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. **TAXES**: Unless otherwise provided herein or by law, the price stated in Attachment C does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

E. **DELIVERY**: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. **ACCEPTANCE/PAYMENT**: Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears pursuant to Attachment B after County's satisfactory acceptance.

G. **WARRANTY**: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and County Indemnitees, as more fully described in Article Z, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFRINGEMENT**: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article Z, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses and attorney's fees.

I. **ASSIGNMENT**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express prior written consent of County. Contractor shall provide County no less than sixty (60) calendar days' written notification of its intent to assign, sell, delegate or otherwise dispose of the rights and obligations of this Contract. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express prior written consent of County shall be void and invalid and shall constitute a material breach of this Contract.

J. **NON-DISCRIMINATION**: In the performance of this Contract, Contractor must comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code. **TERMINATION**: In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to immediately terminate this Contract without

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penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause shall include, but not be limited to, any material breach of contract, any misrepresentation or fraud on the part of Contractor, and any assignment, subcontracting or change of ownership without County's express prior written consent. County's decision to exercise the right to terminate the Contract shall relieve County of all further obligations under this Contract. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligation, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.

K. **TERMINATION**: In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause shall include, but not be limited to, any material breach of contract, any misrepresentation or fraud on the part of Contractor, and any assignment, subcontracting or change of ownership without County's express prior written consent. County's decision to exercise the right to terminate the Contract shall relieve County of all further obligations under this Contract. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligation, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.

L. **CONSENT TO BREACH NOT WAIVER**: Any action or inaction by County or failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to enforce any right or provision contained herein shall not be construed as a waiver or relinquishment by County of its rights hereunder and shall not prevent County from enforcing such provision or right on any future occasion. Further, no term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **INDEPENDENT CONTRACTOR**: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. **PERFORMANCE**: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. **INSURANCE PROVISION**: Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to

begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability (Limits may be increased for Specialty Moving Project	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation and ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 Policy).

Insurance certificates should be emailed to CEOCPOInsurance@ocgov.com

Certificate Holder must state:
County of Orange
c/o: CEO/County Procurement Office
Attn: Insurance
400 W. Civic Center Drive, 5th Floor
Santa Ana, CA 92701

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/County Procurement Office or the department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **CHANGES**: Contractor shall make no changes in the work or perform any additional work without County's express prior written consent.

Q. **CHANGE OF OWNERSHIP/NAME, LITIGATION STATUS, CONFLICTS WITH COUNTY INTERESTS**: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

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County reserves the right to immediately terminate the Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under the Contract.

In addition, Contractor must notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor also must notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor must provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation applies to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. **FORCE MAJEURE**: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract to the extent such delay is caused by any act of God, war, civil disorder, employment strike or other cause beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies to end the delay and minimize the effects of such delay. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of five (5) business days or more.

S. **CONFIDENTIALITY**: All County Data shall be deemed confidential. Contractor must hold all County Data in strict confidence and must maintain the confidentiality of all County Data pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. Contractor must not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose, such County Data to third parties other than employees, agents, or subcontractors who require the County Data for performance of this Contract and will not use such County Data for any purpose other than for performance of this Contract. In addition, Contractor must protect County Data from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to County. This obligation applies to Contractor's employees, agents, and subcontractors.

Contractor must immediately report to County any and all unauthorized disclosures or uses of County Data or suspected or threatened unauthorized disclosures or uses of County Data of which Contractor or Contractor's employees, agents and/or subcontractors are aware or have knowledge or reasonable belief. Contractor acknowledges that any unauthorized publication or disclosure of County Data to others or unauthorized use of County Data may cause immediate and irreparable harm to County. If Contractor should publish, disclose, or use such County Data without authorization, or threaten such action, County is immediately entitled to injunctive relief and any other remedies to which it is entitled under law or equity, without requiring a cure period. Contractor must, in accordance with the more specific requirements contained in Article Z, indemnify, defend, and hold County and County Indemnitees harmless from and against any and all damages, costs, liabilities, and expenses (including without limitation attorneys' fees) relating to or arising from Contractor's unauthorized publication, use, or disclosure of County Data.

T. **COMPLIANCE WITH LAWS**: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article Z, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses

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arising from or related to a violation of such laws.

U. **FREIGHT**: Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

V. **SEVERABILITY**: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **ATTORNEY FEES**: In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear its own attorney's fees, costs and expenses.

X. **INTERPRETATION**: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

Y. **EMPLOYEE ELIGIBILITY VERIFICATION**: Contractor warrants that it is and it will remain in full compliance with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **INDEMNIFICATION**: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. **AUDITS/INSPECTIONS**: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor must maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor

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agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor must include in each subcontract a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

BB. **CONTINGENCY OF FUNDS**: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. **EXPENDITURE LIMIT**: Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. County is not responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS

1 **SCOPE OF CONTRACT:** This Contract, including attachment(s), specifies the contractual terms and conditions by which Contractor will provide Free-Standing Modular Furniture and Installation Services as described in Attachment A, Scope of Work, under a fixed price Contract, as set forth herein.

2 **TERM OF CONTRACT:** This Contract shall commence on **November 15, 2022** and continue for five (5) calendar years from that date, thru **November 14, 2027**, unless otherwise terminated by County. This Contract is not renewable.

3 **AUTHORIZATION WARRANTY:** Contractor represents and warrants that the person executing this Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

4 **BREACH OF CONTRACT:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:

A. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach.

B. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the breach.

C. Terminate the Contract for cause immediately without penalty pursuant to Article K, Termination.

5 **CALIFORNIA PUBLIC RECORDS ACT:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.

6 **CIVIL RIGHTS:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act of 1990; and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7 **CONFLICT OF INTEREST:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

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8 **CONFLICT WITH EXISTING LAW:** Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

9 **CONDITIONS AFFECTING WORK:** Contractor is responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents during or prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract and the Contract expressly provides that County assumes the responsibility.

10 **CONTRACTOR BANKRUPTCY/INSOLVENCY:** If Contractor is adjudged bankrupt or has a general assignment for the benefit of its creditors or if a receiver is appointed on account of Contractor's insolvency, County may immediately terminate this Contract for cause pursuant to Article K, Termination.

11 **CONTRACTOR'S EXPENSE:** Contractor is responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service in the County Civic Center.

12 **CONTRACTOR'S POWER AND AUTHORITY:** Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of County under this Contract.

13 **CONTRACTOR'S PROJECT MANAGER:** Contractor's Project Manager, as specified in Article 32 Notices, will direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld. Contractor's Project Manager and key personnel shall be assigned for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines.

14 **COUNTY'S PROJECT MANAGER:** County's Project Manager, as specified in Article 32 Notices, will act as liaison between County and Contractor during the term of this Contract.

County's Project Manager has the right, in its sole discretion, to require the removal and replacement of Contractor's Project Manager and Contractor personnel from providing services to County under this Contract. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal of Contractor's Project Manager and Contractor personnel within three (3) calendar days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld. County is not required to provide any information, reason or rationale in the event it requires the removal of Contractor's Project Manager or Contractor personnel.

15 **CONTRACTOR'S RECORDS:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from the County of Orange DPA.

16 **CONTRACTOR PERSONNEL – REFERENCE CHECKS:** Contractor warrants that all persons employed to provide services under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character

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standards as demonstrated by background investigation and reference checks coordinated by the department issuing this Contract.

17 **CONTRACTOR WORK HOURS AND SAFETY STANDARDS:** Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.

18 **CONTRACTOR PERSONNEL – UNIFORM/BADGES/IDENTIFICATION:** All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) calendar days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) calendar days prior to any changes to the uniform and/or badges and/or other identification to be worn by employees.

19 **COOPERATIVE CONTRACT - REGIONAL COOPERATIVE AGREEMENT (RCA):** This Contract is a cooperative contract and may be utilized by all County of Orange departments. The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The Contractor is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year. Moreover, subordinate contracts may includes different and/or additional terms if necesssary to comply with Federal, State or other funding requirements.

20 **COUNTY OF ORANGE DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE REQUIREMENTS:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.

21 **COUNTY OF ORANGE LOCAL SMALL BUSINESS PREFERENCE REQUIREMENTS:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Local Small Business Preference requirements at the time this Contract is executed.

22 **DATA – TITLE TO:** All materials, documents, data, reports, information or other materials obtained from County data files or any County medium or furnished by or on behalf of County to Contractor in the performance of this Contract and created, generated or modified by County or by Contractor through the provision of services, including all intellectual property rights in or pertaining to the same, ("County Data") is owned solely and exclusively by County and at all times remains the property of County. To the extent there is any uncertainty as to whether data constitutes County Data, the data in question shall be treated as County Data. Contractor acknowledges and agrees that, as between the Parties, County owns all right, title, and interest in, and all intellectual property rights in and to, all County Data. Such County Data may not be used or copied for direct or indirect use by Contractor, except as required in connection with performance of its duties under this Contract or as specifically directed by County in writing. All County Data, including copies, must be promptly returned to County upon expiration or earlier termination of this Contract.

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23 **DEBARMENT:** Contractor certifies that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. County has the right to terminate this Contract for cause pursuant to Article K, Termination, if Contractor is or becomes the subject of any debarment or pending debarment, declared ineligible or any voluntary exclusion from participation by any state or federal department or agency.

24 **DEFAULT – REPROCUREMENT COSTS:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under this Contract, Contractor will be responsible for paying County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

25 **DRUG-FREE WORKPLACE:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor shall:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

i. The dangers of drug abuse in the workplace;

ii. The organization's policy of maintaining a drug-free workplace;

iii. Any available counseling, rehabilitation and employee assistance programs; and

iv. Penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(a)(3), that every employee who works under this Contract:

i. Will receive a copy of the company's drug-free policy statement; and

ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

D. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

i. Contractor has made false certification, or

ii. Contractor violates the certification by failing to carry out the requirements as noted above.

26 **DISPUTES – CONTRACT:**

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

i. Contractor shall submit to the department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.

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B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor must diligently proceed with the provision of services under this Contract. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If County fails to render a decision within ninety (90) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this Article shall be construed as affecting County's right to terminate the Contract for cause or for convenience as provided in Article K, Termination.

27 **EMERGENCY/DECLARED DISASTER REQUIREMENTS:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing in Attachment C shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and the Contract number.

28 **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

29 **GRATUITIES:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this Article are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

30 **LOBBYING:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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31 **NEWS/INFORMATION RELEASE:** Contractor shall not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and written consent of said news media contact from County through County DPA. Any requests for interviews or information received by the media should be referred directly to County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from County.

32 **NO THIRD-PARTY BENEFICIARIES:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

33 **NOTICES:** Any and all notices, request, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	Goforth & Marti, DBA GM Business Interiors Attn: Steven Easley, Project Manager 1099 W. La Cadena Dr. Riverside, CA 92501 Phone: 909-856-4974 Email: seasley@gmbi.net
County:	County of Orange County Procurement Office Attn: Sharmila Chadrasekharan 400 W. Civic Center Dr., 5th Floor, Santa Ana, CA 92701 Phone: 714-567-7428 Email: Sharmila.Chadrasekharan@ocgov.com

34 **OWNERSHIP OF DOCUMENTS:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.

35 **PREVAILING WAGE (LABOR CODE §1773):**

A. **THRESHOLD REQUIREMENTS FOR PREVAILING WAGES:** Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

B. **WAGE RATES:** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may

be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

C. **APPRENTICESHIP REQUIREMENTS:** The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

D. **REGISTRATION OF CONTRACTOR:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

E. **PREVAILING WAGE AND DIR REQUIREMENT:** Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

i. $25,000 for new construction, alteration, installation, demolition or repair

ii. $15,000 for maintenance

If the project meets or exceeds these amounts, the County and the Contractor are required to register the project with the California Department of Industrial Relations.

F. **PAYROLL RECORDS:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide, in summary:

i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

ii. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.

v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit one hundred dollars ($100), or a higher amount as provided by Section 1776, for each calendar day,

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or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

36 **WORK HOUR PENALTY:** Eight (8) hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars ($25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight (8) hours per day of not less than 1-1/2 times the basic rate of pay.

37. **APPRENTICES:** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

38. **PROMOTIONAL/ADVERTISEMENT:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.

39. **PUBLICATION:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval.

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40. **REPORTS/MEETINGS:** Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager shall meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.

41. **SUBCONTRACTING:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

    In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. County shall look to Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

42. **TERMINATION – ORDERLY:** If County terminates this Contract, Contractor may submit to County a termination claim, if applicable, after receipt of the termination notice. Contractor's claim must be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. County agrees to pay Contractor for all services satisfactorily performed prior to the effective date of the termination that meet the requirements of the Contract according to the compensation provision(s) contained in this Contract; provided, however, that such compensation combined with previously paid compensation must not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party must promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution and performance of this Contract and transfer all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

43. **USAGE:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. Contractor agrees to supply services requested, as needed by County, at rates/prices listed in the Contract, regardless of quantity requested.

44. **USAGE REPORTS:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user department. The usage report shall be in a format specified by the user department and shall be submitted ninety (90) calendar days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

45. **WAIVERS - CONTRACT:** The failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

46. **CONTINGENT FEES**: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

    For breach or violation of this warranty, County has the right to immediately terminate this Contract for cause in accordance with Paragraph K, Termination, and, at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.

47. **COST/PRICE DATA:** At all times during and following the period of Contract performance, County may require Contractor to furnish such cost and pricing data as County deems necessary to assess the reasonableness of Contract pricing, including the reasonableness of changes. Contractor agrees to maintain such records for a minimum of three (3) years after final payment unless a longer period of records retention is stipulated under this Contract or by law.

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48. **LICENSES AND STANDARDS**: Contractor and Contractor's staff must possess all licenses, permits, and accreditations required by the laws of the United States, the State of California, and all other governmental agencies, and such licenses must be current, and in good standing. It is the responsibility, at the expense of Contractor and Contractor's staff, to procure and maintain all required licenses, permits, and accreditations throughout the term of the Contract.

49. **TRANSPORTATION CHARGES**: Prices quoted shall include transportation charges governed by the minimum rate tariff established by the Public Utilities Commission (PUC) of the state of California. Should the prices be affected by any action of the PUC, the County of Orange will, with 30 days notice and submission of proper evidence thereof by the Contractor, make the necessary price adjustment during the term of this Contract.

50. **SUBSTITUTIONS:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

51. **STATE FUNDS:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit**.**

52. **TAXPAYER ID NUMBER:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing**.**

53. **ORDER DATES**: Orders may be placed during the term of the Contract even if delivery may not be made until the term of the Contract. Order dates take precedence over delivery dates. The Contractor must clearly identify the order date on all invoices to County.

54. **PARKING FOR DELIVERY SERVICES**: The County of Orange will not provide free parking for delivery services.

55. **PRECEDENCE**: The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.

56. **PROJECT SCHEDULE**: The services performed under this Contract shall be done in accordance with the approved project schedule incorporated herein which may be revised at the option of the County with the Contractor's concurrence. The Contractor shall be responsible for schedule adherence as outlined herein.

57. **DEFAULT - EQUIPMENT, SOFTWARE OR SERVICE**: In the event any equipment, software or service furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therein, the County may reject same, and it shall become the duty of the Contractor to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment, software or service with others conforming to such specifications, provided that should the Contractor fail, neglect or refuse to do so, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price specified in this Contract and the actual cost to the County.

    In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

    In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor agreed to supply under this Contract shall be borne and paid for by the Contractor.

    The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

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58. **DELIVERY LOCATION – NO LOADING DOCK**: Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.

59. **AMERICANS WITH DISABILITIES ACT (ADA)**: Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 22; California Government Code, Sections 11135 et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

GOFORTH & MARTI, DBA GM BUSINESS INTERIORS

* If Contractor is a corporation, signatures of two (2) specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

Laurinda P. Easley	President
Print Name	Title
DocuSigned by: Laurinda P. Easley 4A9D2EE52A7C421...	10/18/2022
Signature	Date

Stephen L. Easley	Principal/Chief Operating Officer
Print Name	Title
DocuSigned by: Stephen L. Easley DFCDE73362BB436...	10/18/2022
Signature	Date

****

COUNTY OF ORANGE A political subdivision of the State of California

Lara Seto	DPA
Print Name	Title
DocuSigned by: Lara Seto A1817311A2EA4E5...	10/19/2022
Signature	Date

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ATTACHMENT A
SCOPE OF WORK

I. Introduction:

County is comprised of 22 Agencies/Departments and over 17,500 employees located throughout Orange County. County's core businesses are public safety, public works, construction management, public health and safety, emergency management, environmental protection, regional planning, public assistance, social services and aviation

County has a need for Free-Standing Modular Furniture and Installation Services. Contractor is to provide Free-Standing Modular Furniture and Installation Services on an as needed basis and usage is not guaranteed.

County is interested in contractors capable of providing local, state and national coverage. It is County's intent to procure the services of the most qualified firm(s). In order to ensure adequate coverage of the requirements of various using Departments throughout the Orange County, multiple contract awards will be made.

This scope of work defines the basic services required as well as some of the specific campaigns for which services will be required.

Individual subordinate contracts will be executed by participating County Departments and non-County public agencies on an as needed basis.

Contractor shall be required to meet in Orange County at County's discretion and shall be required to manage separate contracts, as well as the ability to set-up separate accounts and invoice each County of Orange user-department separately.

II. Definitions:

A. Authorized Dealer: A furniture reseller that is authorized by a Manufacturer to distribute and/or resell their products

B. Base of Design: A specific range of manufacturer's product, design, color, and style that is approved by the County.

C. CAD Drawing: Computer-Aided Design drawing that conveys the architectural design of the materials, processes and dimensions of the space plan. The purpose of a CAD Drawing is to ensure that all compliances are met for a project (e.g. ADA requirements, aisle space, seismic bracing, etc.).

D. Catalog/Manufacturer Retail Price List: Catalog/Retail Price list published by a furniture manufacturer.

E. Consulting/Design Services: Contractor shall conduct site visit to determine functionality and current office aesthetics, workplace productivity, design intent, ergonomics, and environmental concerns; provide layout/floor plan/CAD drawing under established budget communicating any and all cost savings methods; assist with selecting materials and finishes; create specifications and prepare preliminary and final proposal for County approval.

F. Contractor Project Manager: Verify delivery and installation schedule; process and track orders, attend meeting and oversee delivery and installation; complete punch list in a timely manner communicating any delays in writing to ensure on-time completion of furniture project.

G. County Project Manager: County department assigned project lead responsible for coordinating furniture projects.

H. D-34 Classification: Contractor's State License Board (CSLB) requirement for Contractor and/or subcontractors to maintain valid and current licensing classification status to perform installations of prefabricated and modular office systems per the California Code of Regulations, Division 8, Title 16, Article 3. Classification. Contractor is responsible for providing a current and valid copy of the D-34 classification license prior to award and must maintain said license during the entire Contract term.

I. E-Catalog: Contractor shall have available a list of products, including description and/or photo and prices published in an electronic document form on the internet.

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J. Floorplan/Layout: A diagram, usually to scale, showing a view from above of the relationship between the physical layout of Systems and Free-Standing Modular Furniture objects with interior walls, hallways, windows and door locations.

K. Inside Delivery: Deliveries made to a building or warehouse that will be the end destination of the ordered product. If the deliveries are to be made in a secure area, the contractor will make efforts to contact the location to arrange delivery. Contractor is to dispose of all packaging from the project location.

L. Installation: Installation of Systems and Free-Standing Modular Furniture that require a D34 classification license to install products/equipment.

M. Lead Ship Time: Quantity of time between product order and product ship time from manufacturer.

N. Manufacturer's Warranty: Preprinted written warranty published by each individual manufacturer for a particular product and specifically endorsed by manufacturer to the County.

O. New Products: Items that have not previously been incorporated into another project or facility.

P. Pre-Qualified Product Specifications: Where a specific manufacturer's product is named as the "Basis of Design", to establish the significant quantities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics.

Q. Products: Items purchased using this RFP for installation on to county facilities. The term "product" includes the terms "material," "equipment," "systems," and terms of similar intent.

R. Reconfiguring: To re-arrange the elements or setting of current furniture configurations to meet the changing needs of the County, which shall include consulting and design services and updated floor plan/layout/CAD drawings.

S. Showroom: Designated location where Contractor displays products for viewing and demonstration purposes.

T. Special Warranty: Written warranty required by or incorporated into this Contract, either to extend the time limit provided by manufacturer's warranty or to provide more rights for the County.

U. Standard Range: Where specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, the County will select color, pattern, or texture from manufacturer's product line that will be determined at a later date and should not include premium items.

V. Free-Standing Modular Furniture and Installation Services: Under this Contract, Free-Standing Modular Furniture and Installation Services is defined as the efficient production, delivery and installation of furniture, related products and subsequent services that meets or exceeds all County, State and Federal requirements.

III. Contractor Requirements:

Contractor must perform all free-standing furniture, modular furniture systems and installation services to meet Cal-OSHA regulations, Department of Industry, Federal, State, and all other applicable laws and regulations, including but not limited to all fire and safety codes.

IV. Contractor's Responsibilities:

At County's request, Contractor shall be responsible in providing the services described below:

A. Quote Process

1. Contractor shall provide quotes on all projects and shall receive written confirmation, in a way of a Subordinate Contract or Purchase Order, prior to starting on any project.

2. Quotes for any project must be provided directly to the requesting County Departments as soon as possible or within one (1) business day from initial call/e-mail/meet.

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3. Quotes shall be coordinated and approved directly by each individual Department. All Department shall follow County Procurement Guidelines. No further approval from CPO is required.

4. All quotes submitted to County must include as minimum, but not limited to: (1) Date, (2) Department Name, (3) Requestor's Full Name and Phone Number, (4) Details of the Project (5) Manufacturer's current and published catalog suggested retail list price, applicable percentage discount and the County's price, (6) Total price of Project and (7) Estimated date of delivery and completion of project.

5. All quotes shall be invoiced separately and shall be sent directly to each requesting County Department.

6. County Departments shall be responsible to submit a copy of the quote with invoice at the time of invoice payment.

7. County Departments are not required to post quotes on Online Bidding System.

B. **Services**

1. Services include the purchase, delivery, assembly, set-up and installation furniture's, seating, workstations, ancillary furnishings including but not limited to offices, conference rooms, training rooms, storage, break areas, collaboration spaces, etc.

2. Damage/Insurance Claims: Responsibility for filling and handling of any insurance claims with any freight company lies with the Contractor

3. Delivery and Installation: Contractor will be responsible for coordinating all routine and complex deliveries with department County Project Manager.

4. Defective/Damaged Products/Missing Parts: Contractor shall notify County of defective/damaged/missing part products prior to delivery and place such products on re-order. Contractor shall notify County of lead time on re-ordered products.

5. Existing Facility with Showroom: County may request to visit Contractor Showroom for viewing and demonstration of products

C. **Product**

1. Catalog/Manufacturer Retail Price List: Contractor shall provide catalogs and manufacturer's retail price list at no cost to the County, as requested by County. Contractor shall provide updated catalogs that include price lists thirty (30) days in advance of being effective for County's approval. County prefers catalogs to be available in e-catalog format. During the contract period, Contractor shall provide updated catalogs and manufacturer's price list at no cost to County when they become available.

2. Household Furniture: Contractor shall be required to provide quotes for household furniture (i.e., sofas, chairs and ottomans) that are available by manufacturer catalog as needed.

3. Missing Parts: At County's request, Contractor shall provide usable and good quality loaner furniture for County's use until missing parts are received and successfully installed to the satisfaction of the County.

4. Order Size: Contractor may not require a minimum quantity and/or cost per order. Contractor agrees to supply Contract items. As needed by County, at quoted discount regardless of size or order.

5. Quality of Furniture: All products must show first class workmanship in all phases of construction and shall be free from sharp edges, paint sags, etc., must be resistant to wear and ADA Compliant or merchandise will be rejected at contractor's expense.

6. Sample Products: The County may request that chair samples be available to requesting agencies/departments for a period of up to (30) days for evaluation purposes at no cost to the County and be picked up by the Contractor upon completion of the evaluation.

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7. Contractor must provide written instructions, demonstration video and/or virtual videoconference to show staff the use of applicable items such as adjustable seating, adjustable keyboard supports, adjustable height tables, monitor arms, etc. Contractor must also provide training to all users for all user-adjustable products at the County's request.

D. **Lead Ship Time**

1. Quick Ship Program: The Contractor shall inform County Departments of available items from the various manufacturers' quick ship program and their lead/ship time.

2. Lead Ship Time: Upon order placement, Contractor shall notify County of ship time for order placed.

3. Manufacturer/Factory Delays: Contractor shall notify County of any manufacturer/factory delays. County reserves the right to cancel orders due to manufacturer/factory delays, if it is in the best interest of the County. The County may elect to cancel order and seek equivalent product from another course. The Contractor shall be held liable for price difference and the County may seek damages.

4. Partial Shipments: Partial shipments will not be accepted by the County unless authorizes by the County Project Manager.

E. **Warehouse/Storage and Inventory Services**

1 Warehousing: Contractor(s) shall have the capacity to provide storage for office furniture ordered by the County when a project delay occurs. The Contractor(s) must provide warehousing at no cost to the County for a minimum of thirty (30) days. If warehousing is still required after 30 days, warehousing charges shall be billed/invoiced according to Attachment C – Fees/Pricing

2 Contractor shall offer warehouse/storage services for safekeeping of County property in a depository or guard space available in a warehouse managed by Contractor.

3 Contractor's warehouse/storage facility shall meet all current codes, including fire and safety codes and must have a 24-hour alarm services and closed-circuit video surveillance.

4 Contractor shall either own or lease a warehouse and shall have access throughout the day. This warehouse facility must be separate from other tenants, secured and have the required fire sprinklers. This facility shall be for the storage of all County property or other goods at the request of County.

5 Contractor shall only provide warehouse/storage services at the request of authorized County Coordinators. Warehouse/storage charges shall be billed at the rates set forth in Attachment C – Fees/Pricing and if needed these shall be adjusted accordingly (Daily, weekly, etc.)

6 Contractor shall bill for warehouse/storage facility based on the fees set forth in Attachment C – Fees/Pricing.

7 Contractor shall have available a warehouse person at Contractor's warehouse/storage facility ready to provide County Coordinator assistance when needing an inventory item report list.

8 Contractor may be required to provide an inventory list of items stored in warehouse at the request of County. A quote of how many hours must be presented and approved by County Coordinator prior to start of project.

9 Contractor shall bill for inventory services at the rates set on Attachment C – Fees/Pricing, under Warehouse person hourly rates. Time shall start upon start of inventory and be rounded to the nearest 1/4 hour. No minimum hour billing shall be allowed for inventory count.

10 County may choose to participate during an inventory count at Contractor's warehouse facility as an observant if requested by authorized County personnel. Contractor shall designate a warehouse person to work and coordinate visit with County Coordinator. Time clock shall start when County Coordinator arrives at facility and ends when leaving facility.

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11 Contractor shall provide inventory list within three (3) business days of initial request by County Coordinator. County reserves the right to request for an updated inventory list as needed throughout the term of this Contract.

12 Contractor's inventory list shall include as minimum, but not be limited to: (1.) Department Name, (2.) Name and Phone Number of Requestor asking for Inventory, (3.) Date of Storage, (4.) Type of Storage (Vault, Pallet, Open Storage), (5.) Name and phone number of person asking for Inventory, (6.) Quantities for each item description, (7.) Each item description in detail, including colors, sizes (measurements) and item materials, (8.) Listing of any other small office items (connectors, fans, etc.), (9.) Total number of calendar days in storage and (10.) Storage address/location. County reserves the right to request additional information at to meet Department needs, at County Coordinator's request.

13 Contractor shall be responsible to retrieve inventory from storage at the request of County Coordinator. When inventory is requested by County Coordinator, Contractor shall pull items no later than three (3) business days from initial request, unless other arrangements are made with County Coordinator.

F. **Warranty**

Contractor must provide warranty information when providing quotes for any and all products.

G. **Warranty-Chairs**

All seating purchased against this Contract will bear a permanent, non-removable label attached under the seat indicating the manufacturer, model number of the chair, date of manufacturer completion date, date of order and warranty at time of seating.

County reserves the right to revise, remove or add additional requirements/responsibilities.

H. **Installation/Assemble**

1. Installation services shall include all material tools and labor necessary for acceptance of materials from carrier at ordering departments.
2. Any damage to County property incurred by Contractor will be repaired at the Contractors' expense and any repairs will not be accepted unless approved by County.
3. If installation is required during evening and weekend hours, at times normally considered "overtime" as provided under state law, Contractor shall provide a hourly charge and the total estimated time of completion before work is too be done.
4. Product ordered must be uncrated, assembled (as applicable) and ready for delivery.
5. Contractor shall pre-inspect furniture for quality, damages and/or completeness or order prior to scheduling delivery.
6. Contractor is responsible for the disposal of all packaging materials from products ordered by the County off and on County site.
7. Uncrating at location of delivery will not allowed unless authorized by County Project Manager in writing.
8. Furniture shall be delivered blanket wrapped, unwrapped, assembled, set in place, wiped clean of all fingerprints and function demonstrated to County Project Manager and/or designee(s).
9. Contractor shall notify County of any missing parts or manufacturer defects. County will not accept any defective products or products with missing parts.
10. Contractor will be completely responsible for all damages that may occur during delivery and installation. Factory direct shipping/delivery will not be accepted by County. Contractor shall endure delivery site is left in a clean and orderly manner after installation is complete.
11. The County will not take title until installation is complete and to the satisfaction of the County.

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I. **Adjustment, Cleaning & Protection**

Contractor must ensure

1. Installation in progress and adjoining materials in place must be cleaned and protected during handling and installation.
2. Contractor is responsible for ensuring the removal of any soiled spots caused by installation of furnishings.
3. All trash and debris must be removed and disposed each day of installation in an appropriate manner.
4. Upon completion, Contractor shall thoroughly clean up areas as mutually agreed with County Project Manager.

J. **Reconfiguration/Re-upholstery of Existing County Furniture**

At a minimum, Contractor shall provide reconfiguration services for existing office furniture, which may include de-installing or reinstalling of furniture located on the same floor, between floors, or in different County buildings, but not be limited to:

1. Contractor shall conduct field study for site measurements. Identify conditions of site for obstructions of columns, switches, HVAC vents, etc., validate site condition with design and provide a drawing to County as specified per requirements and provide County with direct access to designer(s).
2. Contractor shall review drawing for completeness, accuracy, and proper application of product. Review plan to determine quantity of each panel connection, hinge, two-way, three-way, or four-way connection.
3. Coordinate with County representative for electrical, phone and data installation, and other trades as necessary.
4. Contractor shall coordinate delivery of product to the job sites and schedule with the County representative time of installation.
5. When working on reconfiguration projects, Contractor shall have the ability to match (manufacturer, style, etc.) and purchase additional product(s) to complete the reconfiguration project faultlessly.
6. Contractor shall offer re-upholstery services to the County. If and when requested by the County, Contractor shall inspect condition of items(s) and prepare a written quote for re-upholstery to include all labor, materials, and any other fees necessary to re-upholster the items requested

K. **Ergonomic Products**

Contractors shall offer manufacturers that provide furniture that is ergonomically adjustable and prevents injury to users of its furniture. The manufacturer shall have substantial research and resources to support ergonomics product design and provide access to information and resources for users on the adjustments of its furniture (i.e. in-house ergonomist, etc.).

L. **Rebates**

1. Contractor shall provide rebates to County based on Attachment C, VIII Rebates. A percentage volume rebate based on County's Net Sales during each annual period, to be paid as a separate transaction.
2. Contractor agrees to extend rebate offers on sales completed through a third-party project, where the deliverables and services are for the County of Orange.
3. Contractor shall issue a check at the end of each year, within sixty (60) calendar days after the end of each Annual period for the term of the Contract, unless other arrangements are made between Contractor and County RCA Administrator. The check shall be payable to "**County of Orange**"

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and sent to: County of Orange, County Procurement Office 400 W. Civic Center Drive, 5th Floor, Santa Ana, CA 92701.

4. Contractor shall provide an annual detailed report listing each County Department's name, delivery orders and listing corresponding expenditures and any other additional information as required with the rebate check throughout the term of this Contract.

M. **Design Services**

1. For all County furniture orders, the design labor dollars required to program and development new furniture plans, furniture colors, materials and finishes, furniture specifications, and subsequent project management required to facilitate a well-managed and efficient jobsite installation will be priced separately the cost of the furniture.

2. Contractor shall provide precise electrical needs and exact number of electrical circuits required for proper operations of electrical equipment to be used within the furniture.

3. Contractor shall provide County with direct access to designer(s).

4. Contractor shall provide specific list of furniture components (including name, model, quantity and dimension) in each design(s); e.g. list of panel tiles, connectors, caps, etc. per particular workstation designs.

N. **Space Planning Services**

1. In the event that a qualified office furniture Contractor may offer additional design services, an hourly design rate shall be offered and negotiated with the Contractor, by the County.

2. Additional design services would include, but not be limited to feasibility studies, space plan conceptual modeling, full building finish schedules to include paint schedules, wall finishes, flooring, tile, carpeting, cove base, wall-covering, reflective ceiling plans, reconfiguration planning, move management and technology planning.

3. The qualified Contractor shall have employees that are certified interior designers with National Council for Interior Design Qualification (NCIDQ) or Certified Interior Designer Requirements (CCIDC) certifications with licenses and/or 4-year architectural degrees.

O. **Special Project Management**

1. Contractors shall provide project management for future Special Furniture Projects, in coordination with Contractor's Architects identified by the County for a Building Retrofit, of which furnishings is a subset. County desires a partnership, allowing for flexibility and responsiveness during periods involving construction efforts.

2. Contractors shall be responsible for inventorying, refurbishing, designing, space-planning, moving, storing, matching, ordering, validating designs do not obstruct any items listed in Sections E and J. 1, receiving, transporting, delivering, staging, installing, and inspecting furnishings, as indicated, and as needed, throughout the duration of the specific project.

3. Contractor shall provide a dedicated project team for the duration of this project.

P. **Delivery Instructions**

1. There are numerous locations throughout the County that require delivery inside and outside the various County Departments. Contractor will be required to make deliveries throughout the County of Orange as required by department. Each County Department is responsible to notify Contractor of delivery locations at time of ordering.

2. Contractor shall be responsible for any parking fees. County will not provide free parking for delivery services, parking fees will not be reimbursed, and parking passes will not be issued.

3. All deliveries must be made and coordinated directly with the requesting County Department to meet the Department's needs and hours of operation as each Department may have different service needs due to facility organization and/or hours of operation.

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Q. **Contractor Support Team**

1. Contractor shall provide a support team capable of handling all ordering and related customer service. Contractor guarantees that the County Procurement Office will be satisfied with the sales representation for the account and will replace anyone on the team that does not meet the approval of County Procurement Office.

2. Contractor shall maintain at contractor's expense, a telephone answering system, which, at a minimum provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. (PST) and an email address to place all requests/orders, as well as a contact name and number for after-hours/24-hour access number for emergency orders. Any changes in Account Representative or After-Hours Account Representative shall be notified in writing to County, County Procurement Buyer listed under Articles 32-Notices.

V. Products/Systems/Modular Furniture Requirements:

A. Selection:

Selected Contractor(s) will provide systems/modular furniture that includes, but it's not limited to:

1. Product by a major manufacturer that meets all Occupational Safety and Health Administration (OSHA) standards and regulations, all Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, and all Underwriters Laboratory (UL) requirements.
2. Compliance with specific building and fire code restrictions.
3. Meet all ADA (American Disability Act)/Section 504 requirements of design for all County buildings installations.
4. Multiple options available including materials, finishes, designs, sizes, functions, etc.
5. Provide ergonomically designed systems.
6. High quality steel lateral files, shelving and storage in various widths and heights.
7. Accessories such as paper management, keyboard trays, pencil drawers and other work tools.
8. Standard and Quick Ship Lead Times

B. Products Minimum Requirements:

All Contractor's shall clearly demonstrate how the proposal products line meets or exceeds the following requirements in their proposal.

1. **Systems/Modular Furniture**

   i. The complete catalog of all systems/modular furniture, lines, and accessories available from the Contractor, to include all types of panel based modular componentry which can be customized to accommodate multiple workspace designs and applications. Systems should ideally include data, voice, and electrical cabling management systems within the system in a racetrack either at the top of the panel or along the bottom of the panel. All pieces of a system should be interchangeable to allow for design and remodel alterations at a future date. All electrical outlets and circuitry must be UL (Underwriters' Laboratories) listed and CSA (Canadian Standards Association) certified.

   ii. This description covers office systems/modular furniture designed to provide comprehensive office furniture environments through the ability to form a variety of workstation configurations. The systems/modular furniture shall consist of connecting, structural panels with provisions for mounting a wide range of furniture components, panel supported and/or freestanding work surfaces and drawer pedestals meeting the requirements specified herein.

   iii. All panels and components shall be of a design, material, and workmanship to withstand hard, daily usage over an extended life with a minimum of maintenance and repair. All panels shall stand erect and rest firmly on their bases to assure safety, good appearances,

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and provide for a stationary work position. All panels shall be plumb and level. Panels and components shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without penetration or demarcation or the use of floor fasteners so as to allow for reconfiguration without any floor patching.

iv. The Contractor shall certify that the items offered, or functionally similar items that will interface with the system offered under the Contract, shall remain available for a period of ten (10) years from date of award.

v. Contractor shall warrant their product against defects in materials and workmanship for a period of two (2) years from date of shipment.

vi. Panels offered under this description shall include acoustical and non-acoustical, safety glazed, open, tackable, electrified and non-electrified with raceways. Wire management provisions shall be field convertible from powered to non-powered. Fabric is to be mid-grade or better.

vii. All panels offered shall have a maximum smoke development rating of 150 and a maximum flame spread rating of 25 when tested as specified herein. The fabric covering shall be flame resistant.

viii. Acoustical panels shall have a Noise Reduction Co-efficient (NRC) of approximately 0.85 and a Sound Transmission Class (STC) of approximately 40. 9. Panels shall be available in a variety of nominal heights and widths ranging from 28" to 80" high and 12" to 72" wide.

ix. Panel raceways shall be designed to provide distribution of electrical, data, and communications cables in one or more raceways that are an integral part of the panel. The raceway(s) shall be totally accessible from both sides of the panel through the use of covers that are hinged or operable without the use of tools.

- The electrical power distribution system shall be an integral component of the systems/modular furniture.
- All electrical system components shall be CSA approved.
- Power shall be supplied from the building wiring system to the systems/modular furniture through base or ceiling feeds.
- In addition to the power distribution system, the raceway system shall be capable of containing both data and communication cabling equivalent to eight 25-pair category 5 awg (American Wire Gauge) 24 cables without interference from raceway electrical system.

x. The panel system shall be capable of connecting in a variety of configurations including connection of panels of differing heights and connection of two, three, or four panels from a single point.

xi. The system shall provide for suspending components at varying heights on both sides of the panel. The system shall provide precise alignment of adjacent panels and shall include leveling glides to compensate for uneven floors. A minimum 3/4" adjustment range is required. When placed on a level surface with the glides fully retracted the maximum distance between the panel and the floor shall be 1 inch.

xii. The furniture system shall include work surfaces that are panel supported and/or freestanding. When panel supported and freestanding surfaces are offered, they shall be of similar construction and appearance and shall allow the integration of both types within a workstation.

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xiii. Top surfaces shall be high-pressure plastic laminate. The top shall be balanced to resist warping, and the underside shall be smoothly finished. Edges shall be vinyl T-molding or self-edge. When self-edging is used, the corners shall be eased.

xiv. The system shall include a variety of work surface depths between 18" and 30" and widths between 30" and 72". Dimensions outside these ranges are also acceptable but shall be compatible with panel widths. The furniture system shall include drawer pedestals or individual drawer units that can form pedestals. Types may include surface mounted, freestanding and mobile pedestals. Freestanding and mobile pedestals shall be designed to allow use beneath a work surface. Finish options for drawer fronts to be metallic paint or wood veneer.

xv. Drawer types shall include pencil or personal drawers, box drawers, and file drawers.

xvi. Pedestals shall be available with locks or locking devices. Units may be gang locks or may be individual drawer locks.

xvii. The furniture system shall include shelves and cabinets ranging from 2'-0" to 6'-0" widths (minimum). Cabinets shall be provided with a receding door or may be formed from a shelf and separate top and door assembly. Cabinet locks shall be available.

xviii. Panel supported lateral files and file bins may be offered. Free standing lateral files specifically designed to be used beneath a work surface may be included. Panel supported lateral files and file bins may be offered. Free standing lateral files specifically designed to be used beneath a work surface may be included.

xix. The furniture systems/modular shall include task lighting. As a minimum, task lights shall be capable of mounting beneath a shelf or cabinet. Articulated arm, task lights which are panel mounted, ambient lights and under counter or panel mounted lights are also acceptable. Variable intensity or adjustable task lights are also acceptable. All lights offered shall be CSA approved. Task lights shall have individual on/off switches and shall be equipped with a diffusion lens to provide glare free light. Lights shall be shielded to prevent direct viewing of the lamp or bulb at eye level from a seated position.

xx. The Contractor shall provide, as an integral part of the systems/modular furniture product line, paper management items. These items shall be used for the sorting and organization of letter, legal, ADP printout sized paper and rolled drawings "A" through "E" sheet sizes. These items may be suspended by rails attached to the panel and/or provided as inserts to the pedestal drawers, overhead storage bins, and lateral file drawers.

xxi. All dimensions, shapes, etc. illustrated are to describe the typical range of a workstation and components that the County expects to procure. Specific orders shall be placed with the Contractor for those items from his contract that will meet the actual needs of the project.

xxii. Only those components available under the Contractor's current systems/modular furniture product line shall be offered.

xxiii. The various components (work surfaces, shelves, storage drawers, etc.) shall be positioned in a task related manner within easy reach of station occupant(s). Sufficient panels shall be provided to effectively house the specified components and to facilitate the indicated tasks. Any components not shown in the illustrations, which are needed to conform to the manufacturer's recommendations for installation shall be included.

xxiv. Include complete catalogs of all case goods, furniture lines, and accessories available from the Contractor to include all types of case goods; such as freestanding conventional desks and credenzas and matching pedestals (freestanding) with various drawer and accessory configurations. Included also in this group are computer desks, stationary tables, mobile tables, occasional tables, mobile pedestals, fax/printer stands, screens, cable management devices, mobile filing cabinets, and other innovative/mobile storage cabinets. The complete catalog of all filing systems/modular, freestanding filing cabinets, equipment and

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accessories available from the Contractor; to include all types of vertical files, lateral files, high-density storage files, freestanding pedestals, lockers, storage cabinets, and specialized storage. All products offered for this category shall be deemed of commercial grade and must meet or exceed ANSI/BIFMA standards for durability and performance.

xxv. All products in the vertical, lateral, high-density storage, and pedestal products must include interlock devices (allowing only a single drawer to be open at one time, precluding the possibility of the unit becoming dis-weighted and tipping over unexpectedly), single locking mechanisms (locking all drawers and doors with one lock), and tectonic devices (to preclude the unit tipping over during earthquakes).

xxvi. All products in this category must be ANSI/BIFMA rated for commercial grade performance characteristics, functionality, durability and longevity of performance.

2. **Seating**

i. The County requires that all seating offered on contract must have a minimum of five (5) years parts and labor warranty and (10) year minimum on all moving/stationary hard surfaces. The complete catalog of chairs and other seating available from the Contractor; to include desk and task chairs, group/conference room chairs, executive chairs. This category shall also include lounge seating, reception seating, side seating, and stacking seating. Labor is included with repairs.

- All Chairs must meet a minimum weight acceptance of 250 lb. minimum and have at least five (5) spoke base.
- All Task/Office Chair backs are to be Ratchet (no post) height adjustment, offer optional adjustment for angle and extra lumbar support.
- All Task/Office Chair seat pan with depth and tilt adjustment.
- All Task/Office Chair arms will have height adjustment, offer optional adjustments for adjusting away from seat pan, adjustment for forward/backward, swivel and quick disconnect from chairs.

ii. All desk/task chairs must meet or exceed OSHA program standards. Meet or exceed ANSI (American National Standards Institute) General and Office Ergonomics Standards. Meet or exceed BIFMA (Business Institutional Furniture Manufactures Association) G1-2013 Ergonomics Standards.

iii. Loaner chairs must be offered for a minimum of thirty (30) days. The chair will be brought to that particular site for the employee to sample and picked up by the Contractor upon completion of the evaluation.

VI. County Responsibilities:

A. County Departments shall be responsible for creating their own subordinate contracts against this RCA.

B. Each County Department shall appoint a County Project Manager for each project and/or service order.

C. County Departments shall be responsible for creating and amending their subordinate Contracts and add or delete facility locations or change hours of operation at a given location at any time during the term of the Contract.

D. Regarding delivery, each Subordinate Contract against this RCA will establish their location delivery and billing addresses directly with the Contractor.

E. County shall assist the Contractor in obtaining data, including system access, as needed to assist Contractor.

F. The County reserves the right to obtain competitive bids on any material or service and to utilize the data provided under this Contract relative to necessary materials and services.

G. County Project Manager shall ensure Contractor has necessary access to service locations and facilities.

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H. County shall answer questions related to various County procedures as needed.

I. County reserves the right to revise, remove or add requirements as needed.

VII. Security Requirements:

The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operational policies and may be required to pass a background check for security clearance prior to their employment on a project. Each Department covered under this Contract has separate security requirements in which clearance for each Department must be met. Clearance lists are not shared between Departments. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Contractors and their employees shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

A. The Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.

B. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.

C. Security Clearance forms shall be submitted at least thirty (30) days prior to the start of work or prior to the use of any person subsequent to the start of work.

D. Said Security Clearance forms shall be thoroughly and accurately complete whether submitted electronically (Sheriff) or on paper (Probation). Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

E. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.

F. The County, John Wayne Airport, the Probation Department and the Sheriff's Department do not provide a reason clearance is denied as that is confidential.

G. The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

1. Do not give names or addresses to internees.
2. Do not receive any names or addresses from internees.
3. Do not disclose the identity of any internee to anyone outside the facility.
4. Do not give any materials to internees.
5. Do not receive any materials from internees (including materials to be passed to another individual or internee).

**Failure to comply with these requirements is a criminal act and can result in criminal prosecution.*

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H. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

I. All vehicles parked on-site shall be locked and thoroughly secured at all times.

J. All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All or misplaced equipment or materials shall be reported immediately to the (a.) security staff or Control in secured detention facilities or (b.) the escort or Control in Sheriff's facilities.

K. Personnel shall not smoke or use profanity or other inappropriate language while on-site.

L. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.

M. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e. transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

N. Contractor's employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

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ATTACHMENT B
PRICING AND COMPENSATION

I. COMPENSATION: This is a fixed fee Contract between County and Contractor for Free-Standing Modular Furniture and Installation Services as provided in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County has no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Articles "C" – Amendments and "P" – Changes of County's General Terms and Conditions.

II. PRICING: PAYMENT TERMS: Payment will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to County. Invoices will be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

III. INVOICE INSTRUCTIONS: Contractor shall provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor must leave an invoice with each delivery. Each invoice must have a number and must include the following information:

a. Contractor's name and address
b. Contractor's remittance address, if different from (a), above
c. Name of County department
d. Contract number must be referenced on all invoices
e. Service date(s) – Month of Service
f. Service description, including the classification time is being billed as applicable
g. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
h. Total

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Please send invoices according to the instructions by each Department.

IV. FIRM DISCOUNT AND PRICING STRUCTURE: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County du ring the term of this Contract not otherwise specified and provided for within this Contract.

V. PRICE INCREASE/DECREASES: No price increases will be permitted during the first year of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to request such adjustment. Any price increases require prior written approval by the County. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating

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price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed

VI. **CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

VII. **ELECTRONIC FUNDS TRANSFER:** The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the DPA.

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ATTACHMENT C
ITEM LIST/FEES

I. FURNITURE

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ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	AO1/AO2-Panels/Components	Herman Miller	6-8 Weeks	67.73%	67.73%
2.	Burdick Group	Herman Miller	6-8 Weeks	37.33%	37.33%
3.	Canvas Channel/Dock	Herman Miller	6-8 Weeks	68.27%	68.27%
4.	Canvas Group	Herman Miller	6-8 Weeks	68.27%	68.27%
5.	Canvas Metal Storage	Herman Miller	6-8 Weeks	68.27%	68.27%
6.	Canvas Wood Storage	Herman Miller	6-8 Weeks	68.27%	68.27%
7.	Canvas Office Landscape Metal Desk	Herman Miller	6-8 Weeks	68.27%	68.27%
8.	Canvas Private Office	Herman Miller	6-8 Weeks	68.27%	68.27%
9.	Canvas Wall	Herman Miller	6-8 Weeks	68.27%	68.27%
10.	Canvas Vista	Herman Miller	6-8 Weeks	68.27%	68.27%
11.	Co/Struc	Herman Miller	6-8 Weeks	41.03%	41.03%
12.	Energy Distribution	Herman Miller	6-8 Weeks	66.73%	66.73%
13.	Ergo Comp Furniture	Herman Miller	6-8 Weeks	36.72%	36.72%
14.	Ethospace	Herman Miller	6-8 Weeks	67.73%	67.73%
15.	Generic	Herman Miller	6-8 Weeks	65.78%	65.78%
16.	Healthcare Action Lab	Herman Miller	6-8 Weeks	41.03%	41.03%
17.	Layout Studio	Herman Miller	6-8 Weeks	40.59%	40.59%
18.	Textiles	Herman Miller	6-8 Weeks	66.33%	66.33%

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ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
19.	Autostrada	Knoll	6-8 Weeks	67.67%	67.67%
20.	Antenna	Knoll	6-8 Weeks	67.67%	67.67%
21.	COT	Knoll	6-8 Weeks	67.67%	67.67%
22.	Currents	Knoll	6-8 Weeks	67.67%	67.67%
23.	Dividends	Knoll	6-8 Weeks	67.67%	67.67%
24.	Reff	Knoll	6-8 Weeks	67.67%	67.67%
25.	KBench	Knoll	6-8 Weeks	67.67%	67.67%

II. FREE-STANDING/MODULAR/CASE GOODS FURNITURE

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Accessories	Herman Miller	6-8 Weeks	69.23%	69.23%
2.	AGL Tables	Herman Miller	6-8 Weeks	35.10%	35.10%
3.	Commend	Herman Miller	6-8 Weeks	56.98%	56.98%
4.	Compass	Herman Miller	6-8 Weeks	41.65%	41.65%
5.	Eames Tables	Herman Miller	6-8 Weeks	63.10%	63.10%
6.	Eames Stone & Outdoor Tables	Herman Miller	6-8 Weeks	47.45%	47.45%
7.	Everywhere	Herman Miller	6-8 Weeks	62.48%	62.48%
8.	Headway Tables	Herman Miller	6-8 Weeks	62.21%	62.21%
9.	Healthcare Carts	Herman Miller	6-8 Weeks	5.84%	5.84%
10.	Healthcare Casework	Herman Miller	6-8 Weeks	35.29%	35.29%
11.	Innovative Products	Herman Miller	6-8 Weeks	36.72%	36.72%

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ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
12.	International Collection	Herman Miller	6-8 Weeks	44.69%	44.69%
13.	Intersect Portfolio	Herman Miller	6-8 Weeks	43.69%	43.69%
14.	Lighting	Herman Miller	6-8 Weeks	67.23%	67.23%
15.	Modern Classics	Herman Miller	6-8 Weeks	39.79%	39.79%
16.	Mora	Herman Miller	6-8 Weeks	46.15%	46.15%
17.	Motia	Herman Miller	6-8 Weeks	60.33%	60.33%
18.	Nelson Basic Cabinet Series	Herman Miller	6-8 Weeks	35.10%	35.10%
19.	Nelson Lighting	Herman Miller	6-8 Weeks	37.10%	37.10%
20.	Nelson Tables	Herman Miller	6-8 Weeks	37.10%	37.10%
21.	Nevi Link Height Adj Bench Nevi Sit to Stand Tables	Herman Miller	6-8 Weeks	58.95%	58.95%
22.	Nevi Sit to Stand Tables	Herman Miller	6-8 Weeks	58.95%	58.95%
23.	OE1 Boundary	Herman Miller	6-8 Weeks	56.27%	56.27%
24.	OE1 Micro Packs	Herman Miller	6-8 Weeks	58.42%	58.42%
25.	OE1 Storage	Herman Miller	6-8 Weeks	56.27%	56.27%
26.	OE1 Tables & Benching	Herman Miller	6-8 Weeks	58.42%	58.42%
27.	Overlay	Herman Miller	6-8 Weeks	42.45%	42.45%
28.	Plex	Herman Miller	6-8 Weeks	35.80%	35.80%
29.	Prospect	Herman Miller	6-8 Weeks	46.45%	46.45%
30.	Public	Herman Miller	6-8 Weeks	44.69%	44.69%

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ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
31.	Q Tables	Herman Miller	6-8 Weeks	55.96%	55.96%
32.	Renew Link	Herman Miller	6-8 Weeks	62.30%	62.30%
33.	Renew Tables	Herman Miller	6-8 Weeks	62.30%	62.30%
34.	Islands	Knoll	6-8 Weeks	49.23%	49.23%
35.	K Base	Knoll	6-8 Weeks	67.17%	67.17%
36.	K Screen	Knoll	6-8 Weeks	68.52%	68.52%
37.	K Stand	Knoll	6-8 Weeks	66.52%	66.52%
38.	Knoll Extra	Knoll	6-8 Weeks	53.76%	53.76%
39.	Knoll Studio	Knoll	6-8 Weeks	46.69%	46.69%
40.	Muuto	Knoll	6-8 Weeks	18.71%	18.71%
41.	Pixel Tables	Knoll	6-8 Weeks	49.49%	49.49%
42.	Propeller	Knoll	6-8 Weeks	48.34%	48.34%
43.	Rockwell Unscripted	Knoll	6-8 Weeks	46.73%	46.73%
44.	Template	Knoll	6-8 Weeks	67.52%	67.52%
45.	Tone	Knoll	6-8 Weeks	68.52%	68.52%
46.	All	Bernhardt	12-14 Weeks	34.19%	34.19%
47.	All	BRC	12-14 Weeks	57.96%	57.96%
48.	All	Coalesse	12-14 Weeks	37.72%	37.72%
49.	All	Creative Wood	12-14 Weeks	35.84%	35.84%
50.	All	Deskmakers	8-10 Weeks	52.44%	52.44%

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ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
51.	All	Enwork	8-10 Weeks	56.74%	56.74%
52.	All	ERG	8-10 Weeks	40.12%	40.12%
53.	All	Falcon Products	8-10 Weeks	38.59%	38.59%
54.	All	Forms & Surfaces	12-14 Weeks	Quote	Quote
55.	All	Fulbright	8-10 Weeks	43.55%	43.55%
56.	Casegoods, Tables, Seating	Geiger	12-14 Weeks	39.58%	39.58%
57.	Axon, Domino	Geiger	12-14 Weeks	32.22%	32.22%
58.	All	Global Furniture	8-10 Weeks	40.79%	40.79%
59.	All	Halcon	12-14 Weeks	29.49%	29.49%
60.	Casegoods & Tables	Haskell	12-14 Weeks	33.79%	33.79%
61.	Lateral-Verticals	HBF	12-14 Weeks	33.79%	33.79%
62.	Systems/Peds	Hon	6-8 Weeks	47.36%	47.36%
63.	All	Hon	6-8 Weeks	47.36%	47.36%
64.	All	Hon	6-8 Weeks	47.36%	47.36%
65.	All	In2Design	8-10 Weeks	39.92%	39.92%
66.	All	Janus et Cie	12-14 Weeks	40.79%	40.79%
67.	All	Kannoa	12-14 Weeks	Quote	Quote
68.	All	Krug	8-10 Weeks	43.55%	43.55%
69.	All	Landscape Forms	12-14 Weeks	Quote	Quote
70.	All	Malik	12-14 Weeks	34.79%	34.79%

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ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
71.	All	Maverick	6-8 Weeks	48.53%	48.53%
72.	All	National	8-10 Weeks	52.36%	52.36%
73.	All	Naughtone	8-10 Weeks	40.10%	40.10%
74.	All	Nemschoff	8-10 Weeks	44.10%	44.10%
75.	All	Neocase	12-14 Weeks	32.79%	32.79%
76.	All	Nevers	12-14 Weeks	42.10%	42.10%
77.	All	Nevins	12-14 Weeks	42.35%	42.35%
78.	All	Nienkamper	12-14 Weeks	40.79%	40.79%
79.	All	Nucraft	12-14 Weeks	43.55%	43.55%
80.	All	OFS	8-10 Weeks	50.62%	50.62%
81.	All	Prismatique	12-14 Weeks	33.79%	33.79%
82.	All	Sauder	12-14 Weeks	33.79%	33.79%
83.	All	Smart Desks	12-14 Weeks	33.79%	33.79%
84.	All	SmartSpace	12-14 Weeks	40.79%	40.79%
85.	All	Surface Works	12-14 Weeks	41.08%	41.08%
86.	All	Three H	12-14 Weeks	49.56%	49.56%
87.	All	Tropitone	12-14 Weeks	Quote	Quote
88.	All	Versteel	8-10 Weeks	39.69%	39.69%
89.	All	Virco	8-10 Weeks	49.81%	49.81%
90.	All	Vitra	8-10 Weeks	33.72%	33.72%

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ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
91.	All	Watson	12-14 Weeks	44.74%	44.74%
92.	All	WCI Outdoor	12-14 Weeks	40.79%	40.79%
93.	All	West Coast Industries WCI	12-14 Weeks	38.04%	38.04%
94.	All	West Coast Industries WCI	12-14 Weeks	38.04%	38.04%

III. FILING/FILING SYSTEMS FURNITURE

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	C-Style Overhead	Herman Miller	6-8 Weeks	64.28%	64.28%
2.	Keys/Locks	Herman Miller	6-8 Weeks	68.23%	68.23%
3.	Meridian Towers	Herman Miller	6-8 Weeks	48.60%	48.60%
4.	Meridian Laterals	Herman Miller	6-8 Weeks	52.47%	52.47%
5.	Meridian Pedestals	Herman Miller	6-8 Weeks	48.60%	48.60%
6.	Meridian Storage Cases/Bookcases	Herman Miller	6-8 Weeks	48.60%	48.60%
7.	Meridian Unity Lateral File	Herman Miller	6-8 Weeks	48.60%	48.60%
8.	Quadrant Storage Towers	Herman Miller	6-8 Weeks	55.96%	55.96%
9.	Tu Laterals	Herman Miller	6-8 Weeks	60.89%	60.89%
10.	Tu Pedestals	Herman Miller	6-8 Weeks	60.89%	60.89%
11.	Tu Storage	Herman Miller	6-8 Weeks	60.89%	60.89%
12.	Tu Towers	Herman Miller	6-8 Weeks	60.89%	60.89%
13.	Tu Wood Cases	Herman Miller	6-8 Weeks	60.89%	60.89%
14.	Tu Wood Credenzas	Herman Miller	6-8 Weeks	60.89%	60.89%

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ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
15.	Tu Wood Cubbies	Herman Miller	6-8 Weeks	60.89%	60.89%
16.	Tu Wood Laterals	Herman Miller	6-8 Weeks	60.89%	60.89%
17.	Tu Wood Peds	Herman Miller	6-8 Weeks	60.89%	60.89%
18.	Tu Wood Towers	Herman Miller	6-8 Weeks	60.89%	60.89%
19.	Anchor	Knoll	6-8 Weeks	68.02%	68.02%
20.	Calibre	Knoll	6-8 Weeks	57.60%	57.60%
21.	Quoin	Knoll	6-8 Weeks	68.02%	68.02%
22.	All	Aurora	8-10 Weeks	27.65%	27.65%
23.	All	Fire-King	8-10 Weeks	40.79%	40.79%
24.	All	Korden	8-10 Weeks	43.55%	43.55%
25.	All	Lyon Workspace	8-10 Weeks	9.25%	9.25%
26.	All	Magnuson Group	12-14 Weeks	26.65%	26.65%
27.	All	Marathon	12-14 Weeks	Quote	Quote
28.	All	McMurray Stern	12-14 Weeks	Quote	Quote
29.	All	Memo	12-14 Weeks	37.60%	37.60%
30.	All	MergeWorks	12-14 Weeks	40.79%	40.79%
31.	All	RichardsWilscox-	12-14 Weeks	38.92%	38.92%
32.	All	Spacesaver	12-14 Weeks	Quote	Quote
33.	All	SpaceStor	12-14 Weeks	40.79%	40.79%
34.	All	Western Pacific	12-14 Weeks	40.79%	40.79%

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IV. SEATING FURNITURE

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Aeron Chairs	Herman Miller	6-8 Weeks	50.26%	50.26%
2.	American Leather	Herman Miller	6-8 Weeks	35.10%	35.10%
3.	Aside	Herman Miller	6-8 Weeks	47.65%	47.65%
4.	Caper	Herman Miller	6-8 Weeks	47.87%	47.87%
5.	ColourFrom Sofa Group	Herman Miller	8-10 Weeks	35.10%	35.10%
6.	Cosm	Herman Miller	6-8 Weeks	48.65%	48.65%
7.	Eames Molded Plastic & Wire	Herman Miller	8-10 Weeks	40.29%	40.29%
8.	Eames Aluminum	Herman Miller	8-10 Weeks	37.60%	37.60%
9.	Eames Lounge & Classical	Herman Miller	8-10 Weeks	37.33%	37.33%
10.	Eames Tandem	Herman Miller	8-10 Weeks	37.30%	37.30%
11.	Embody	Herman Miller	6-8 Weeks	46.81%	46.81%
12.	Goetz Sofa	Herman Miller	8-10 Weeks	34.80%	34.80%
13.	Hay	Herman Miller	8-10 Weeks	43.24%	43.24%
14.	Keyn	Herman Miller	6-8 Weeks	42.63%	42.63%
15.	Limerick	Herman Miller	6-8 Weeks	44.92%	44.92%
16.	Lino	Herman Miller	6-8 Weeks	47.42%	47.42%
17.	Magis	Herman Miller	6-8 Weeks	37.72%	37.72%
18.	Mirra 2	Herman Miller	6-8 Weeks	50.02%	50.02%
19.	Naughtone	Herman Miller	8-10 Weeks	40.10%	40.10%
20.	Portrait	Herman Miller	6-8 Weeks	33.62%	33.62%

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ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
21.	Pronta	Herman Miller	6-8 Weeks	45.92%	45.92%
22.	Sayl	Herman Miller	6-8 Weeks	48.65%	48.65%
23.	Setu	Herman Miller	6-8 Weeks	46.81%	46.81%
24.	Stools	Herman Miller	6-8 Weeks	35.80%	35.80%
25.	Striad	Herman Miller	8-10 Weeks	37.60%	37.60%
26.	Swoop	Herman Miller	8-10 Weeks	40.44%	40.44%
27.	Valor	Herman Miller	6-8 Weeks	43.10%	43.10%
28.	Verus	Herman Miller	6-8 Weeks	48.65%	48.65%
29.	Whisk	Herman Miller	6-8 Weeks	43.10%	43.10%
30.	Chadwick	Knoll	6-8 Weeks	56.41%	56.41%
31.	Generation	Knoll	6-8 Weeks	56.41%	56.41%
32.	Life	Knoll	6-8 Weeks	56.41%	56.41%
33.	ReGeneration	Knoll	6-8 Weeks	56.41%	56.41%
34.	Remix	Knoll	6-8 Weeks	56.41%	56.41%
35.	Toboggan	Knoll	6-8 Weeks	56.41%	56.41%
36.	K. Lounge	Knoll	8-10 Weeks	50.23%	50.23%
37.	K.Task	Knoll	6-8 Weeks	50.49%	50.49%
38.	Ollo	Knoll	6-8 Weeks	51.58%	51.58%
39.	MultiGen	Knoll	6-8 Weeks	53.58%	53.58%
40.	Moment	Knoll	6-8 Weeks	51.49%	51.49%

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ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
41.	All	9 to 5 Seating	6-8 Weeks	51.46%	51.46%
42.	All	Aceray	12-14 Weeks	33.79%	33.79%
43.	All	Allermuir	8-10 Weeks	37.55%	37.55%
44.	All	Allseating	6-8 Weeks	48.99%	48.99%
45.	All	American Seating	8-10 Weeks	39.79%	39.79%
46.	All	Arcadia	8-10 Weeks	47.71%	47.71%
47.	All	Arconas	12-14 Weeks	40.98%	40.98%
48.	All	Borgo	12-14 Weeks	33.79%	33.79%
49.	All	Cab Deco	12-14 Weeks	26.65%	26.65%
50.	All	Cabot Wrenn	12-14 Weeks	33.79%	33.79%
51.	All	Campbell Contract	12-14 Weeks	33.79%	33.79%
52.	All	Cape Contract	12-14 Weeks	33.79%	33.79%
53.	All	Carolina	8-10 Weeks	49.91%	49.91%
54.	All	Cramer	12-14 Weeks	40.79%	40.79%
55.	All	Cumberland	12-14 Weeks	33.79%	33.79%
56.	All	Dauphin	12-14 Weeks	37.94%	37.94%
57.	All	Davis	12-14 Weeks	34.79%	34.79%
58.	All	Dedon	12-14 Weeks	Quote	Quote
59.	All	ECD	12-14 Weeks	54.06%	54.06%
60.	All	Encore	8-10 Weeks	53.22%	53.22%

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ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
61.	All	Faustino's	6-8 Weeks	46.92%	46.92%
62.	All	H Contract	12-14 Weeks	33.79%	33.79%
63.	All	Hightower	12-14 Weeks	27.65%	27.65%
64.	Seating	Hon	6-8 Weeks	47.36%	47.36%
65.	Seating	Humanscale	6-8 Weeks	51.72%	51.72%
66.	Side Seating	Humanscale	6-8 Weeks	43.72%	43.72%
67.	All	JSI	8-10 Weeks	39.92%	39.92%
68.	All	Kusch Co	8-10 Weeks	33.79%	33.79%
69.	All	La Z Boy	8-10 Weeks	36.94%	36.94%
70.	All	Leland	12-14 Weeks	33.79%	33.79%
71.	All	Lesro	8-10 Weeks	41.92%	41.92%
72.	All	Martin Brattrud	12-14 Weeks	36.39%	36.39%
73.	All	Nemschoff	8-10 Weeks	44.10%	44.10%
74.	All	Norix	12-14 Weeks	32.79%	32.79%
75.	All	OCI-Sitwell	8-10 Weeks	47.39%	47.39%
76.	All	Office Master	8-10 Weeks	38.79%	38.79%
78.	All	RFM Seating	8-10 Weeks	49.37%	49.37%
79.	All	Sandler	8-10 Weeks	35.29%	35.29%
80.	All	Segis	8-10 Weeks	35.29%	35.29%
81.	All	Sit On It	6-8 Weeks	51.12%	51.12%

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ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
82.	All	Sitmatic	6-8 Weeks	47.92%	47.92%
83.	All	Source International	8-10 Weeks	40.10%	40.10%
84.	All	Spec Furniture	8-10 Weeks	36.79%	36.79%
85.	All	Stylex	8-10 Weeks	35.29%	35.29%
86.	All	Tenjam	12-14 Weeks	40.79%	40.79%
87.	All	Tuohy	12-14 Weeks	35.21%	35.21%
88.	All	Via	6-8 Weeks	49.39%	49.39%
89.	All	Westin-Nielsen	12-14 Weeks	33.79%	33.79%
90.	All	Wieland	12-14 Weeks	38.79%	38.79%
91.	All	Zoom	12-14 Weeks	45.45%	45.45%

V. LIBRARY/LOBBY AND OTHER FURNITURE

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Exclave Performance Gear	Herman Miller	6-8 Weeks	44.50%	44.50%
2.	Formwork	Herman Miller	6-8 Weeks	43.69%	43.69%
3.	Intent	Herman Miller	6-8 Weeks	44.92%	44.92%
4.	Objects	Herman Miller	6-8 Weeks	35.10%	35.10%
5.	All	Agati	8-10 Weeks	27.65%	27.65%
6.	All	APCO Signage	8-10 Weeks	Quote	Quote
7.	All	Appenx	6-8 Weeks	44.52%	44.52%

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ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
8.	All	Art Design Resources	6-8 Weeks	Quote	Quote
9.	All	BuzziSpace	8-10 Weeks	29.65%	29.65%
10.	All	Claridge	8-10 Weeks	30.92%	30.92%
11.	All	Clarus	8-10 Weeks	24.79%	24.79%
12.	All	Connectrac	6-8 Weeks	13.10%	13.10%
13.	All	Egan Visual	6-8 Weeks	27.79%	27.79%
14.	All	Environamics	8-10 Weeks	Quote	Quote
15.	All	Framery	8-10 Weeks	Quote	Quote
16.	All	Frasch Acoustical	8-10 Weeks	49.16%	49.16%
17.	All	Games for Fun	8-10 Weeks	Quote	Quote
18.	All	Ghent	6-8 Weeks	40.79%	40.79%
19.	All	GMBI DIV13DIRTT	6-8 Weeks	Quote	Quote
20.	All	Great American Art	8-10 Weeks	Quote	Quote
21.	All	Gressco	12-14 Weeks	Quote	Quote
22.	Task Lights	Humanscale	6-8 Weeks	55.14%	55.14%
23.	All	Keilhauer	12-14 Weeks	40.79%	40.79%
24.	All	Kimball	8-10 Weeks	44.96%	44.96%
25.	All	Koncept Lighting	6-8 Weeks	40.79%	40.79%
26.	All	Krueger Intl KI	6-8 Weeks	38.04%	38.04%
27.	All	Lawrence Metal	6-8 Weeks	15.38%	15.38%
28.	All	Lencore	6-8 Weeks	Quote	Quote

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ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
29.	All	LightCorp	6-8 Weeks	45.32%	45.32%
30.	All	Loftwall	6-8 Weeks	36.51%	36.51%
31.	All	Nook	6-8 Weeks	Quote	Quote
32.	All	Oscar Industries	6-8 Weeks	Quote	Quote
33.	All	Peter Pepper	6-8 Weeks	35.79%	35.79%
34.	All	Safco	6-8 Weeks	39.72%	39.72%
35.	All	Starin	6-8 Weeks	Quote	Quote
36.	All	Take Form	6-8 Weeks	9.11%	9.11%
37.	All	Tate Access Floors	6-8 Weeks	Quote	Quote
38.	All	Tuuci	8-10 Weeks	33.79%	33.79%

VI. ERGONOMIC FURNITURE

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ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Thrive Global	Herman Miller	6-8 Weeks	53.28%	53.28%
2.	Thrive Portfolio	Herman Miller	6-8 Weeks	50.83%	50.83%
3.	Thrive Portfolio CBS	Herman Miller	6-8 Weeks	50.83%	50.83%
4.	All	GMBI Elevate	3-4 Weeks	64.25%	64.25%
5.	All	ESI	6-8 Weeks	51.83%	51.83%
6.	Cable Management	Humanscale	6-8 Weeks	54.59%	54.59%
7.	CPU Holders	Humanscale	6-8 Weeks	62.32%	62.32%
8.	Ergo Accessories	Humanscale	6-8 Weeks	56.25%	56.25%
9.	HA Counterbalance	Humanscale	6-8 Weeks	47.41%	47.41%

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ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
10.	HA Electric	Humanscale	6-8 Weeks	56.93%	56.93%
11.	HA Worktable Electric	Humanscale	6-8 Weeks	54.04%	54.04%
12.	Keyboard Tray Systems	Humanscale	6-8 Weeks	60.66%	60.66%
13.	Monitor Arms & Access Rails	Humanscale	6-8 Weeks	63.40%	63.40%
14.	Sit/Stand Portable	Humanscale	6-8 Weeks	40.79%	40.79%
15.	Tech Products	Humanscale	6-8 Weeks	54.04%	54.04%
16.	All	Ideas At Work	6-8 Weeks	54.01%	54.01%
17.	All	Right Angle Products	6-8 Weeks	42.85%	42.85%
18.	All	Workrite	6-8 Weeks	45.63%	45.63%

VII. ADDITIONAL/SPECIAL SERVICES PRICES BELOW

A. Reconfiguration and Labor Charges:
*Charge for reconfiguring any manufacturer's furniture at the request of the County or in storage including installation and disassemble of furniture. The labor cost shall be billed separate from Design Services and Project Management charges. Express in dollar per hour charge. INCLUDE PREVAILING WAGES

	REGULAR HOURS MONDAY - FRIDAY 8:00 AM TO 5:00 PM (PST)	AFTER HOURS MONDAY - FRIDAY 5:01 PM - 7:59 AM (PST)	SATURDAY ALL DAY	SUNDAY & HOLIDAYS ALL DAY
PREVAILING WAGE PER HOUR	$49.00	$59.00	$59.00	$69.00
NON-PREVAILING WAGE PER HOUR	$43.00	$53.00	$53.00	$63.00

*This shall only apply when reconfiguring existing County furniture.

B. Design Services: Design charge for the purchase of new furniture or reconfigured furniture. Express in dollars per hour charge. INCLUDE PREVAILING WAGES

	REGULAR HOURS MONDAY - FRIDAY 8:00 AM TO 5:00 PM (PST)	**AFTER HOURS MONDAY - FRIDAY** 5:01 PM - 7:59 AM (PST)	**SATURDAY ALL DAY**	**SUNDAY & HOLIDAYS ALL DAY**
PREVAILING WAGE PER HOUR	$55.00	$55.00	$55.00	$55.00
	REGULAR HOURS MONDAY – FRIDAY 8:00 AM TO 5:00 PM (PST)	**AFTER HOURS MONDAY - FRIDAY** 5:01 PM - 7:59 AM (PST)	**SATURDAY ALL DAY**	**SUNDAY & HOLIDAYS ALL DAY**
NON-PREVAILING WAGE PER HOUR	$55.00	$55.00	$55.00	$55.00

C. Space Planning: Charge for space planning including any architectural designing and blueprinting. Expressed in dollars per hour per charge. INCLUDE PREVAILING WAGES

	REGULAR HOURS MONDAY - FRIDAY 8:00 AM TO 5:00 PM (PST)	**AFTER HOURS MONDAY - FRIDAY** 5:01 PM - 7:59 AM (PST)	**SATURDAY ALL DAY**	**SUNDAY & HOLIDAYS ALL DAY**
PREVAILING WAGE PER HOUR	$75.00	$75.00	$75.00	$75.00
NON-PREVAILING WAGE PER HOUR	$75.00	$75.00	$75.00	$75.00

D. Special Project Management: Charge for managing a special project, including but not limited to Planning, Expediting, Installing, and Inventorying.

	REGULAR HOURS MONDAY - FRIDAY 8:00 AM TO 5:00 PM (PST)	**AFTER HOURS MONDAY - FRIDAY** 5:01 PM - 7:59 AM (PST)	**SATURDAY ALL DAY**	**SUNDAY & HOLIDAYS ALL DAY**
PREVAILING WAGE PER HOUR	$75.00	$75.00	$75.00	$95.00
NON-PREVAILING WAGE PER HOUR	$75.00	$75.00	$75.00	$95.00

E. Warehouse Cost: Contractor is to provide warehousing at no additional cost to County for a minimum of thirty (30) days. If warehousing is still required after 30 days, Contractor shall list warehousing cost per day, per vault, per pallet, or per square foot.

WAREHOUSING FEES (AFTER 30-DAYS) PER DAY, PER VAULT, PER PALLET, PER SQUARE "FT"	WAREHOUSEMAN HOURLY RATE (AFTER 30-DAYS)
$95.00 PER BAY 12 X 4 X 6=288 CU FT	$39.00

F. Additional Product/Services

At the request of Agency/Department(s), Contractor shall submit a written quote for requested goods/services, to include but not be limited to:

1. Express Shipping *

2. Other Custom Related Services

***Delivery shall be coordinated between requesting department(s) and Contractor.*

VIII. REBATES

Contractor shall provide rebates based on the breakdown listed below on an annual basis throughout the term of this Contract. Reference Attachment A - Scope of Work, Section IV – Contractor's Responsibilities, # L – Rebates.

ITEM NO	AGGREGATE TOTAL	REBATE %
1.	Purchases from $1.00 to $999,999.99	1.00%
2.	Purchases exceeding $1,000,000.00	2.00%
3.	Purchases exceeding $2,00,000.00	3.00%
4.	Purchases exceeding $3,500,000.00 or more	4.00%

Herman Miller will provide rebates based on the breakdown listed below to the County on an annual basis upon County purchases of Herman Miller products. This rebate is not for Knoll or other MillerKnoll owned product brands, only Herman Miller products.

ITEM NO	AGGREGATE TOTAL	REBATE %
2.	Purchases of Herman Miller exceeding $1,000,000.00	1.00%
3.	Purchases of Herman Miller exceeding $2,500,000.00	3.00%
4.	Purchases of Herman Miller exceeding $4,000,000.00 or more	5.00%

IX. MISCELLANEOUS

Contractor shall provide a quote for items not listed under Attachment A, Scope of Work shall not to exceed $1,000.00 per item.

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Miscellaneous items not listed in the Contract, may be purchased off this Contract. Contractor will provide requesting department with quote and process order once the County department has authorized the order in writing.

Prices shall include all costs, but not limited to, overhead, all necessary labor, transportation, freight, delivery and/or shipping/handling fees, fuel/fuel surcharges, mileage, storage, self-imposed fees and any other costs necessary to provide the item/s requested.

In addition to the commodity requirements and all other terms and conditions provided herein, Contractor shall satisfy the following billing/invoicing procedures for miscellaneous items not named specifically on this attachment. Failure to follow these procedures fully may delay payment of miscellaneous items.

A. An authorized County Department staff member will contact the Contractor to obtain a written quote for any items needed that are not listed above or are of a different quantity than specified.

B. An authorized County Department staff must obtain a quote for items on the Contract if purchased in different quantities than listed on the Contract.

C. Contractor to include all charges in the quote including but not limited to; initial set-up fees and/or color matching fees, rush charges (if applicable) and shipping charges.

D. If the authorized County Department staff member finds the quote satisfactory, the authorized staff member will sign the quote and email or fax it back to the vendor authorizing the purchase. The Contractor under no circumstance shall release or deliver any miscellaneous items without a written quote signed by an authorized County Department staff member, in their possession.

E. Contractor must attach with the invoice a copy of the matching quote with the authorized County Department staff member signature.

F. The agency/department shall certify on the invoice that the prices are per the signed quote.

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ATTACHMENT D
SUBCONTRACTOR(S)

Listed below are subcontractor(s) anticipated to perform services specified in Attachment A. Deletion, substitution, or addition of subcontractor(s) in any given project function shall be allowed only with prior written approval of the County Project Manager

Corporate Name & Corporate Address	Local Office Address*	Contact Name & Telephone Number	Project Function (Division of Work/Trade)	Contractor License Number	DIR Registration Number	DBE If Yes, enter DBE Certification Number	SBA If Yes, enter DUNNS Certification Number	Age of Firm (Years)
NA								

(* If more than one local address, please use a separate sheet)

September 2nd, 2022

County of Orange
CEO/County Procurement Office
1300 S. Grand Ave
Santa Ana, CA 92705
RFP#017-2266501-SC
Attn: Sharmila Chadrasekharan

Dear Mr. Stewart & Ms. Savant,

G|M Business Interiors considers it an honor to be considered again for the County of Orange Systems & Free-Standing Modular Furniture and Installation Service Contract. As a current contract holder for the past 5 years, we have been very fortunate to partner with most of your departments on creating cost effective and higher performing workspaces to support your valuable team members within the County.

We believe there are six key reasons G|M has been and will continue to be a valued partner to the County of Orange:

- Past Performance: G|M has been completing projects for the County of Orange for the past 15 years. As a contract holder for the past 5, G|M has supported many departments by helping the County capitalize on their investment in Herman Miller products with great service and a product that can grow and change with the County's needs. Highlighted by the County of Orange Super Block project (1,633 workstations), there has not been a project too big or too small for us to support with our County Micro-Teams. We've included testimonials from a variety of G|M clients that will attest to our overall performance and executional capabilities.

- Vertically Integrated: G|M prides itself on being one of the only 100% vertically integrated dealerships in California. All employees involved with the County of Orange are G|M Employees from our lead Account Executives to all of our Installation and Service Team members. This benefits the County tremendously by having team members with experience and knowledge not only in our industry, but with the County facilities to complete the job right and fast.

- Ability to Support: G|M will have (4) full Micro-Teams implemented to support the County Orange contract. In addition, we have our fully functioning Showroom & Distribution Center located in Irvine with the ability to support the County with our Client Services team and independent fleet of Service vehicles.

- Experience: G|M has supported all vertical markets in Southern California since becoming a Herman Miller dealer in 1989. But if one market had to stand out over the years, it would be Local Government. Working with countless Cities and (4) major Counties in SoCal, we have the experience to support you. G|M has had contracts with County of Riverside & County of San Bernardino for over 30 years and with County of Orange & County of San Diego over the past 5. Separating support by our departments has been critical to that success and we know the format and structure not just to place orders for you, but provide service to your existing purchase to ensure you get the return on investment you desire.

- Rebate: G|M is providing tiered rebates as our previous contract as shown on page 57. A new addition for this contract is Herman Miller is now offering rebates of 1%, 3% and 5% on Herman Miller branded product only based on purchases as shown on page 58. If the County purchased $4,000,000 of Herman Miller product, you will receive a $200,000 rebate at the end of the contract year.

- More Choice: As you can see from our current contract, we are able to bring hundreds of options of choice to the County Departments by all the manufacturers we can provide on contract. Now we have added a major addition by being able to provide Knoll & it's aligned brands. This is a differentiator from 5 years ago and only an added benefit to the County of Orange.

Our overall approach is this; we want to continue to "*Elevate your Workplace" ™*, not to just supply equipment. It continues to be our goal and mission to deliver our expertise regarding ergonomics, sustainability, workplace knowledge, and on-going daily services to truly be a partner of value to support the County of Orange. Being a local, minority-Woman Owned business located in Irvine, we take great pride in the partnership we've created and look forward to the great things we can accomplish together in the years ahead! We very much appreciate the opportunity to continue our partnership with the County of Orange.



Lauri Easley
President | CEO



Jason Stierl
Corporate Vice President



Stephen L. Easley
Principal | COO

REQUEST FOR PROPOSAL

County of Orange
CEO/County Procurement Office
1300 S. Grand Ave
Santa Ana, CA 92705

PROPOSALS MUST BE RECEIVED ON OR BEFORE

August 31, 2022
BY 2:00 PM (PST)

RFP NUMBER
017-2266501-SC

File Folder No: **2266501**

INSTRUCTIONS:

1. **SUBMIT AND UPLOAD ELECTRONIC COPY OF PROPOSAL VIA PERISCOPE HOLDINGS.**
2. **RETURN THIS PAGE, SIGNED, WITH PROPOSAL**
3. **ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP#017-2266501-SC**
4. **QUESTIONS SHOULD BE POSTED VIA PERISCOPE HOLDINGS BEFORE THE CLOSE OF THE QUESTIONS AND ANSWERS PERIOD.**

DATE: August 10, 2022

COVER PAGE

REQUEST FOR PROPOSALS (RFP)

The County of Orange, through the County Executive Office/County Procurement Office, (hereinafter referred to as "County"), is soliciting proposals from qualified firms (hereinafter referred to as "Respondent" or "Respondents") to provide Free-Standing Modular Furniture and Installation Services. The awarded contract (hereinafter referred to as "Contract") will be a fixed fee contract between County and the selected Respondent(s) (hereinafter referred to as "Contractor" or "Contractors" in Section III) to provide Free-Standing Modular Furniture and Installation Services , in accordance with the terms and conditions set forth in the Model Contract, including Attachments, provided herein as Section III Model Contract.

This Request for Proposals is set out in the following format:

SECTION I. Introduction and Instructions to Respondents

SECTION II. Response Requirements

SECTION III. Model Contract

ALL QUESTIONS/REQUESTS FOR CLARIFICATION ARE DUE: AUGUST 17, 2022, 2:00 P.M. PACIFIC TIME

All questions and clarifications related to this RFP must be directed to Sharmila Chadrasekharan, County Deputy Purchasing Agent (hereinafter referred to as "DPA"), via County's online bid system at https://www.periscopeholdings.com; RFP: 017-2266501-SC. (For assistance, please contact Periscope Holdings Vendor Support at: 800-990-9339 Option 1 or via email at source-support@periscopeholdings.com)

Respondents are not to contact other County personnel with any questions or clarifications concerning this RFP. The County Procurement Office will provide all official communication concerning this RFP. Any County response relevant to this RFP other than through or approved by the County Procurement Office is unauthorized and will be considered invalid.

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED HEREIN.

Goforth & Marti DBA: G|M Business Interiors		95-2091271
Respondent/Company Legal Name (as it appears on W-9)		**FED ID Number**
1099 West La Cadena Drive, Riverside, CA 92501		
Postal Address Laurie Easley	Laurinda P. Easley, President/CEO/Secretary	09/07/2022
Authorized Signature*	**Title**	**Date**
Laurie Easley	Laurinda P. Easley, President/CEO/Secretary	09/07/2022
Authorized Signature*	**Title**	**Date**

If Respondent is a corporation, two (2) **signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If Respondent's officer holds dual title, Respondent's officer must sign this instrument twice; each time indicating his or her office title, that qualifies under the above-described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.*

RETURN THIS SHEET WITH YOUR RESPONSE

Addendum #3
to
RFP-017-2266501-SC
Free-Standing Modular
Furniture and Installation
Services

Date: August 29, 2022

TO ALL RESPONDENTS

This addendum forms part of the Request for Proposal (RFP) documents and in case of a conflict between specifications and this addendum; the addendum shall govern.

The following changes and clarifications shall be made to the RFP documents:

CHANGES:

1. Section I., Introduction and Instruction to Respondents, II. Proposed Time Schedule, RFP Closing Date has been amended in its entirety as follows:

DATE	ACTION
09/12/2022	RFP Closing Date and Time – 2:00 PM Pacific Time

2. Section I, V. Evaluation Process and Criteria, #1. Written Total Points Table has been amended and replaced in its entirety as follows:

Written Total Points: 1,000

CRITERIA	DESCRIPTION	MAX POINTS
I.	Qualification and Related Experience/Technical Expertise	300
II.	Key Personnel/Proposed Staffing	100
III.	Ability to Perform Services	200
IV.	Organization/Completeness of Response	150
V.	Degree of Compliance with the County Model Contract	150
VI.	Cost Proposal - Discounts off List	50
VII.	Cost Proposal - Rebate Percentage	50

3. A fully revised Part 3, Respondent's Proposal, has been attached and incorporated herein.
4. Attachment D, Subcontractor(s) shall be added to the Model Contact of the RFP incorporated attached and incorporated herein.
5. Section III, Model Contract, Article 37 "Price Increase/Decrease" has been deleted.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ACKNOWLEDGEMENT: THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL. PLEASE INSERT IN YOUR PROPOSAL RESPONSE REQUIREMENTS, PART 1- COMPLIANCE STATEMENTS, FOLLOWING THE COVER LETTER.

I have read and understand and agree to this addendum, and I am submitting a proposal in response to this solicitation.

Date: 09/07/2022 Company Name: Goforth & Marti DBA: G|M Business Interiors

Laurinda Easley	Laurinda P. Easley, President/CEO/Secretary	
*Authorized Signature	Name	Title
Laurinda Easley	Laurinda P. Easley, President/CEO/Secretary	
*Authorized Signature	Name	Title

If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

PART 1:
COMPLIANCE CERTIFICATIONS

(COMPLETE THIS SECTION AND SUBMIT AS PART 1 OF PROPOSAL)

I. **COVER PAGE/EXECUTIVE SUMMARY:** All Proposals must be accompanied by a cover letter of introduction and executive summary of the Proposal. The cover letter must be signed by person(s) with authority to bind Respondent. If Respondent is a corporation, then two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation. An unsigned or improperly signed Proposal submission is grounds for rejection of the Proposal and disqualification from further participation in this RFP process. All Proposals shall include in this Part 1, the Cover Page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

II. **VALIDITY OF PROPOSAL:** County requires that all Proposals be valid for at least three hundred sixty-five (365) calendar days from the RFP Closing Date. Proposals not valid for at least three hundred sixty-five (365) calendar days from the RFP Closing Date will be considered non-responsive. Respondent shall state the length of time for which the submitted Proposal shall remain valid below.

Respondent hereby certifies that Respondent's Proposal is valid for three hundred sixty-five (365) calendar days from the RFP Closing Date.

(365 Calendar days) Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

Validity of Proposal (in days) (Signature required)

III. **CERTIFICATION OF UNDERSTANDING:** County assumes no responsibility for any understanding or representation made by any of its officers, employees or agents during or prior to the execution of any Contract resulting from this solicitation unless:

A. Such understanding or representations are expressly stated in the Contract; and,

B. The Contract expressly provides that County therefore assumes the responsibility.

Representations made but not expressly stated and for which liability is not expressly assumed by County in the Contract shall be deemed only for the information of Respondent.

By signing below, Respondent certifies that such understanding has been considered in this response.

Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

(Signature required)

IV. **MINIMUM QUALIFICATIONS:** Respondent hereby certifies that it meets all minimum qualifications set forth above in Section II of this RFP.

Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

(Signature Required)

V. **CERTIFICATE OF INSURANCE:** Respondent hereby certifies Respondent's willingness and ability to provide the required insurance coverage and certificates as set forth in Section III, Model Contract by signing below (see Model Contract, Article O. Insurance Provision).

Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

(Signature required)

VI. **CONFLICT OF INTEREST:**

Respondent must certify either item a or item b by signing below:

A. Respondent certifies current/past financial, business or other relationship(s) with County exist/existed as follows:

i. Disclose any financial, business or other relationship with the County of Orange, any other entity that the Orange County Board of Supervisors governs*, or any Orange County Board member, officer or employee, which could affect or influence award of the contract for the services Respondent proposes to provide.

(Signature required)

OR

B. Respondent certifies that no relationships exist/existed as outlined in item a. above.

Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

(Signature required)

*Orange County Board of Supervisors govern: All Assessment Districts, All Community Facilities Districts, All Reassessment Districts, Housing and Community Development Commission, Housing Successor Agency to the Orange County Development Agency, In-Home Supportive Services Public Authority, Industrial Development Authority For Orange County, Local Redevelopment Authority Marine Corp Air Station (MCAS) El Toro, Orange County Financing Authority, Orange County Flood Control District, Orange County Housing Authority, Orange County Housing Authority Acting As the Housing Successor Agency, Orange County Public Financing Authority, Orange County Special Financing Authority, South Orange County Public Financing Authority, and the Successor Agency to the Orange County Development Agency

VII. **LITIGATION:**

Respondent must certify either item a or item b by signing below:

A. Respondent certifies current/past litigation as follows:

i. Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent, or any company that holds a controlling interest in Respondent, against the County of Orange in the past seven (7) years.

ii. Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against the County of Orange in the past seven (7) years.

(Signature required)

OR

B. Respondent certifies that there are no current/past litigation as outlined in item a. above.

Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

(Signature required)

VIII. NAME/OWNERSHIP CHANGES:

Respondent must certify either item a or item b by signing below:

A. Respondent certifies past company name changes and/or ownership changes, for Respondent's firm and any proposed subcontractor firm, as follows:

i. Respondent shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.

ii. Respondent shall provide detailed information regarding any company ownership changes (including legal business names) in the past seven (7) years.

_____

(Signature required)

OR

B. Respondent certifies that there are no past company name changes or ownership changes as outlined in item a. above.

Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

(Signature required)

IX. STATEMENT OF COMPLIANCE:

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP.

Respondent must certify either item a or item b by signing below:

A. This response is in strict compliance with this RFP including but not limited to, the terms and conditions set forth in Section III - Model Contract and its Attachments, and no exceptions thereto are proposed.

Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

(Signature required)

OR

B. This response is in strict compliance with this RFP including but not limited to, the terms and conditions set forth in Section III - Model Contract and its Attachments, except for those proposed exceptions expressly listed in a separate attachment hereto.

_____

(Signature required)

i. Attachment for each proposed exception must include:
   1. The RFP page number and section of the provision Respondent is taking exception to;
   2. The complete provision Respondent is taking exception to;
   3. The suggested rewording by way of tracked changes (Microsoft Word Format);
   4. Reason(s) for submitting the proposed exception;
   5. Any impact the proposed exception may have on the services to be provided.

X. NON-COLLUSION FORM:

Each Respondent must execute the Exhibit III, Non-Collusion Affidavit contained in the RFP as Exhibit III and submit it with the Proposal.

The County of Orange may require that the Respondent, before awarding any subcontract, secure Non-Collusion Declarations from proposed Subcontractors. The County of Orange does not conduct business with Respondents who engage in the act of Collusion. A "Yes" answer may preclude you from moving forward in the RFQ Process. **Respondent must certify both questions below:**

A. Has your firm ever initiated discussions with competing consulting firms about the payment structure of an existing or potential future contract with the County of Orange? **Respondent must select one (1). If Respondent selects Yes answer, Respondent must provide a brief explanation below.**

☐ Yes

Reason for Collusion: _____

(Additional space on next page)

Reason for Collusion Continued:

_____
_____
_____
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_____

☒ No

B. If not, has your firm participated in any discussions with competing firms in an effort to influence the payment structure for existing or potential County contracts? **Respondent must select one (1)**

☐ Yes

Provide names of competing firms:

_____
_____
_____
_____

☒ No

Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

(Signature required)

Client#: 164812 GMBUSIN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kris Hughes	
EPIC Insurance Midwest 560 5th Street, Suite 202 Grand Rapids, MI 49504	PHONE (A/C, No, Ext): -	FAX (A/C, No):
	E-MAIL ADDRESS: certificatesgrr@epicbrokers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURED Goforth & Marti Inc. dba GM Business GM Business Interiors 1099 W. La Cadena Dr. Riverside, CA 92501	INSURER B : New Hampshire Insurance Company	23841
	INSURER C : Hiscox Insurance Company Inc.	10200
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	5180177	03/01/2022	03/01/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	2961606	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	80756387 (CA)	03/01/2022	03/01/2023	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) N / A If yes, describe under DESCRIPTION OF OPERATIONS below			WC014122637	03/01/2022	03/01/2023	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab			ANE405372522	03/01/2022	03/01/2023	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Orange, its elected and appointed officials, officers, employees, agents are named as additional insured (on a primary and non-contributory basis) with respects to General Liability and Auto Liability as required by written contract; A Waiver of Subrogation is issued in favor of certificate holder with respects to General Liability, Auto Liability and Workers' Compensation as required by written contract; All policies contain a 30 day notice of cancellation (10 days for non-pay) subject to policy terms and conditions; GL additional insured endorsements include ongoing and completed operations.

CERTIFICATE HOLDER	CANCELLATION
County of Orange c/o CEO/County Procurement Office Attn: Insurance 400 W. Civic Center Drive, 5th Floor Santa Ana, CA 92701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David J. Hop

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EXHIBIT III

NON-COLLUSION AFFIDAVIT

(To be executed by proposer and submitted with proposal)

State of California)

)

County of Riverside)

Representative Laurinda P. Easley, being first duly sworn, deposes

(Name)

and says that he or she is President/CEO/Secretary of

(Title)

Goforth & Marti DBA: G|M Business Interiros, the party/proposer making the foregoing proposal.

(Firm/Vendor)

Representative affirms each of the following:

1. Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
2. Proposal is genuine and not collusive or a sham.
3. Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal.
4. Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to put in a sham bid.
5. Proposer has not directly or indirectly induced or solicited anyone to refrain from submitting a proposal.
6. Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer or proposal.
7. Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of its own proposal price, or of that of any other proposer.
8. Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to secure any advantage against the public body awarding the contract.
9. Proposer has not, directly or indirectly, submitted his or her proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay, any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham proposal.
10. All statements contained in the proposal are true.

NON-COLLUSION AFFIDAVIT (CONTINUED)

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



(Signature)

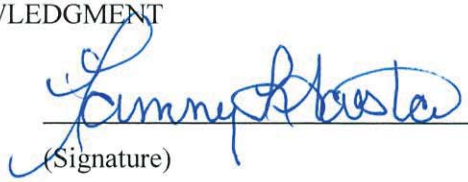
Subscribed at:

Riverside	Riverside	California
(City)	(County)	(State)

on September 7th , 2022

NOTARY TO AFFIX SEAL

AND CERTIFICATE OF ACKNOWLEDGMENT



(Signature)

944352	C61 & D34	03/31/2024
(State License No.)	(Classification)	(Exp. Date)

1099 West La Cadena Drive

(Address)

Riverside, CA 92501

(City, State, Zip Code)

(800)686-6583	(951) 684-0837
(Telephone)	(Fax)

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of California
County of Riverside } ss.

On this the 7 day of September, 2022, before me,
Day *Month* *Year*

Tammy Acosta, the undersigned Notary Public,
Name of Notary Public

personally appeared Laurinda Puanani Easley,
Name(s) of Signer(s)

☐ personally known to me – **OR** –

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

TAMMY ACOSTA
Notary Public - California
Riverside County
Commission # 2329045
My Comm. Expires Jun 24, 2024

Place Notary Seal/Stamp Above

Signature of Notary Public

Tammy Acosta

June 24, 2024

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

©2018 National Notary Association


dca
DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE
License Number 944352
Entity CORP
Business Name GOFORTH & MARTI
Classification(s) C61/D34
Expiration Date 03/31/2024
www.cslb.ca.gov
CSLB

Home CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 944352

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/19/2022 7:37:47 PM

Business Information

GOFORTH & MARTI
1099 WEST CADENA DRIVE
RIVERSIDE, CA 92501
Business Phone Number:(800) 686-6583

Entity Corporation
Issue Date 03/11/2010
Expire Date **03/31/2024**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D34 - PREFABRICATED EQUIPMENT

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.
Bond Number: 16079176
Bond Amount: $15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual STEPHEN LAWRENCE EASLEY certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 05/01/2015

Workers' Compensation

This license has workers compensation insurance with the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
Policy Number:80756387
Effective Date: 03/01/2022
Expire Date: 03/01/2023
Workers' Compensation History

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PART 2:
COMPANY PROFILE & REFERENCES

(COMPLETE THIS FORM AND SUBMIT AS PART 2 OF PROPOSAL)

Company Legal Name: Goforth & Marti DBA: G|M Business Interiors

Company Legal Status (corporation, partnership, sole proprietor, etc.): Corporation

Business Address: 110 W. A Street, Suite 140, San Diego CA 92101 Mailing Address: 1099 W La Cadena Drive Riverside, CA 92501

Website Address: www.gmbi.net

Telephone Number: (800) 686-6583 Facsimile Number: (951) 684-0837

Email Address:

Length of time the firm has been in business: 77 years Length of time at current location: 15 years in San Diego, 20 years in Riverside, 2 years in Irvine

Is your firm a sole proprietorship doing business under a different name? ____ Yes ✔ No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated? ✔ Yes ____ No If yes, State of Incorporation: California

Federal Taxpayer ID Number 95-2091271 *D-U-N-S® No. 00-960-8555

County requires a valid D-U-N-S® number prior to Contract Award. If needed, Respondent may obtain one at no cost at www.dnb.com. If Respondent is unable to provide/obtain a D-U-N-S® number, please indicate so in the proposal response.

Regular business hours: Monday through Friday, 8am to 5pm

Regular holidays and hours when business is closed: 8am to 5pm

Contact person in reference to this solicitation:

Telephone Number: (800) 686-6583 Facsimile Number: (951) 684-0837

Email Address:

Contact person for accounts payable: Julie Face

Telephone Number: (800) 686-6583 Facsimile Number: (951) 684-0837

Email Address: ar@gmbi.net

Name of Project Manager: Bobby Dillon

Telephone Number: (619) 894-3202 Facsimile Number: (951) 684-0837

Email Address: rdillon@gmbi.net

In the event of an emergency or declared disaster, the following information is required:

Name of contact during non-business hours: Rocky Caldera

Telephone Number: (800) 686-6583 Facsimile Number: (951) 684-0837

Email Address: rcaldera@gmbi.net Cell or Pager Number: (909) 856-5007

PART 2:

COMPANY PROFILE & REFERENCES (CONTINUED)

(COMPLETE THIS FORM AND SUBMIT AS PART 2 OF PROPOSAL)

REFERENCES: Submit the company names, addresses, telephone numbers, contact names, contract effective dates, contract amount, and brief contract descriptions of at least three (3) clients (preferably three different clients) for whom comparable projects with similar scope of work to this RFP have been completed or submit letters from your references which include the requested information. These references must be verifiable. *****Cannot be from the County of Orange or more than one from the same entity*****

Company Name: Becton, Dickinson & Co (BD) Telephone Number: (858) 617-1510

Contact Name(s): Joyce Olsen Email: joyce.olsen@bd.com

Address: 3750 Torrey View Ct, San Diego, CA 92130

Contract Effective Dates: 2012 Contract Amount: $16,177.908.00

Brief Contract Description: Office furniture, systems furniture, medical specialty furniture, ancillary items, DIRTT, seating, storage & filing, design services, space planning, reconfigure services, delivery & installation services.

Company Name: County of San Bernardino Telephone Number: (909) 387-2060

Contact Name(s): Leo Gomez and/or Cody Leslie Email: lgomez@pur.sbcounty.gov

Address: 777 E. Rialto Avenue, San Bernardino, CA 92415

Contract Effective Dates: 1993 Contract Amount: $133,764,938.00

Brief Contract Description: Office furniture, systems furniture, medical specialty furniture, ancillary items, DIRTT, seating, storage & filing, design services, space planning, reconfigure services, delivery & installation services.

Company Name: City of Riverside Telephone Number: (951) 826-5927

Contact Name(s): Christina Guerrero Email: cguerrero@riversideca.gov

Address: 3900 Main Street, Riverside, CA 92522

Contract Effective Dates: 1998 Contract Amount: $16,251,765.00

Brief Contract Description: Office furniture, systems furniture, medical specialty furniture, ancillary items, DIRTT, seating, storage & filing, design services, space planning, reconfigure services, delivery & installation services.

Number of projects the Prime has completed in Orange County 213

Testimonial	Company
I am pleased to submit this commendation letter for G/M Business Interiors (G/M) I have had the pleasure of working with the G/M Team for over 10 years on dozens of large projects for several large Counties, including Orange County and Riverside County. Repeatedly, G/M has proven to be a great resource for any type of interior (and sometimes exterior) furnishing project. Besides their product lines being top notch, reliable and backed by an outstanding warranty policy, their Team is their greatest resource. They are always very professional and have, at many times, gone out of their way to make sure that all details, even the smallest of details that none of our staff noticed during the scoping phase, are addressed and handled promptly. I have found it a privilege to work with many members of the G/M team. Within that team, it's worth noting that one of G/M's Executive Account Managers, Ms. Clarissa White has been exceptionally outstanding to work with. Despite dealing with some large and complex projects with unique circumstances on scope, budget and schedule etc., every single project I've worked with Ms. White on, she has happily extended me the same outstanding service level and professionalism that I have experienced with G/M over the past 10 years. Beyond G/M's ability to understand our needs, vision, and expectations, we are typically provided with comprehensive diagrams, samples, and suggestions by their team of professional design experts. In addition to their expertise, they have always been very flexible and willing to work around our typical 24/7 business model and collaborate seamlessly with our Architectural-Engineering and Contractor teams on projects. This collaboration has led to many projects' successful and timely completion, with furnishings typically being the final and crowning jewel of most of those renovation projects. G/M's team of installers are extremely courteous, professional and ready for the job every time. As with most big projects, minor change requests inevitably come up from end-users and some adjustments need be made, in those scenarios, G/M's staff becomes instrumental in our success by providing solutions, and personally overseeing the entire furnishing process from start to finish. In our last major renovation project, G/M's communication was consistent, detailed, and professional. Their team removed all outgoing furniture, installed all of the offices' new furniture and cubicles' workstations quickly and with no interruption to our day-to-day business operations. G/M's continual ability to deliver products and services at a very high level is why we continue to entrust their team with the design, procurement and installation of furnishings on large projects as the Riverside Sheriff's Office (RSO) has on the furnishing of our newest Sheriff's station, the Lake Mathews Station which is expected to open early 2023. During a recent visit to one G/M's Showrooms, I noticed the following quote from G/M's President, Mr. Steven Easley written on one of the walls in the office. 'Greatness requires a passionate team who trust, love and respect one another while embracing their game plan. Our caring G/M Team Members make the difference, always going above and beyond, raising the bar' The quote helped shed light on how G/M's leadership is able to develop and ensure a culture of greatness that customers like RSO can benefit from. I appreciate the great services provided by G/M and we will continue to use them when they are able to meet our ongoing workspace needs. Kind Regards, Remon Tadrous	Riverside County Sheriff's Department

Testimonial	Company
I am writing this letter to recommend the services of Goforth & Marti to you. During the past 25 years our organization has been working with Goforth & Marti on numerous different kinds of projects. The company offers high quality services. We can say that we have always been satisfied by their work. One of the multi-million-dollar projects we worked on pointed out the concern for quality and attention to detail that the company has. From the systems furniture designs in addition to the furniture's functional role, Goforth & Marti has been able to provide us with product and a workplace for our employees to enjoy for many, many years. Overall, we are deeply grateful to Steve Easley and the entire Goforth & Marti team for all the outstanding work they have provided over the years to our community, clients and staff. I highly recommend Goforth & Marti Business Interiors Regards, Sean Lowe	RivCoDCSS (Riverside County Department of Child Support Services)
I am a fiscal specialist as County of San Bernardino Probation and work closely with G/M. Our department has over 15 locations and G/M has done everything from full new furniture design and builds to daily ergo appointments and always comes thru for us as the partner we can count on. G/M well deserves our referral Thanks Nicholas Ornelas	County of San Bernardino Probation
I want to express my thanks to you and everyone involved in this project. Your whole team worked so hard on this project for us for months! I am so grateful to have such a great working relationship with the G/M staff. I have said this many times before, I am always impressed at the level of professionalism G/M staff has and the willingness to do your absolute BEST. I want to let you know that when I met the whole Homicide team at the location to show them their new work space, they were all absolutely flabbergasted! What G/M did for Homicide was beyond anything they expected. I wish I could have taken a picture of their faces as they walked through their new work space. It was like looking a young children on Christmas morning! Pure happiness. Respectfully, Priscilla Luis	San Bernardino County Sheriff's Department
I am 1000% pleased…From the initial design process, the quick and efficient purchasing process, and the professional and friendly install, G|M indeed elevated our workplace. The materials are beautiful and everyone involved in the project has been so helpful. I'm always happy to work with you and your team. Thanks for everything! Vanessa Nash	Riverside County Sheriff's Department

Testimonial	Company
I manage Facilities projects from the Fleet Installation, Engineering, & Logistics Department (FIELD) at NAVWAR and want to express my appreciation for three GMBI employees that provided extraordinary support to my projects in FY21. FY21 was a difficult year with COVID and resulting supply chain issues across the board. I have never experienced anything like it. Herman Miller was scrambling to get new furniture delivered on time, and on my end we had 5 jobs that needed new furniture installed and costed by 9/30. Your folks set the bar high. I've been managing Facilities project for almost four years and have yet to deal with anyone more professional and easier to work with than the current GMBI team. The easy communication, prompt responses, and high competence levels makes my life easier and I appreciate you guys and all you do for us. There was an incredible amount of goodwill created in FY21 by the actions of Andrew, Samantha, and Bryan. Thank you! Gary Swaggerty	NAVWAR
I would like to take a moment to compliment your team on our move. We were scheduled for bright and early at 7:30 a.m. on 9/16/2021. When I arrived at 7:28, your team was already there with a smile on their faces and ready to tackle the job at hand. They asked great questions, were careful with our items and very organized. What I really appreciated was their helpful attitude and desire to be a tight team. They worked together in ways that remind me of a pit crew on a racing team. Organized, helpful and communicative. These men were serious about their job while friendly with each other and myself. It is rare to see a group of gentlemen so kind and thoughtful to not just the customer but also with each other. Respectfully, Charlene M. Hood	County of Riverside
I would like to express my deepest thanks for you and your team work, it has been a fantastic job and I can't thank your team for the effort it has put into our project. Your installation team went above and beyond , they made all the last minutes changes I asked for with smiley faces and they were more than amazing. I enjoyed working with each one of them. The installer team leaders were awesome and I really can't thank them enough for all the hard work and for all for the added items they made it happen for me. Your efforts were much appreciated. Please feel free to contact me if you have any further questions. Thanks & Best Regards Marian Michael	County of San Bernardino, Project Management Division
I just wanted to thank all of you for an outstanding job welcoming people back to campus, today and over the past several months. It hasn't gone unnoticed! Your support of our employees and urgency to get things done has been outstanding and much appreciated by me, and our leadership. It is a pleasure to work with you and your teams, every day. Please pass this along to the teams that have worked throughout the Reintegration and share my gratitude. Again, much appreciated! Michele C. Borunda, CFM	San Diego Gas & Electric

Testimonial	Company
As we finish today we are Majority Complete with Furniture at LLUMC CTP!!! Here are some stats: • There are 1,487 rooms with Furniture • The Building is 16 Stories Tall and 1 Million SF • We spent $5,607,719.56 with GMBI • We started the Anchored Clinical Products in August 2020 and the Main Furniture deliveries on January 4th 2021. That's 60 straight days!!! • We received at least 1 semi-truck delivery per day, often times two and one day we received 3! I'd like to give a BIG shout out to the Entire GM Team – all of you worked so hard through all of this…Thank You for your support, your attention to detail and your major efforts in getting this job done. Thank you. Victoria Dalton, CID, EDAC	Loma Linda University Hospital Children's Tower

MAJOR ON-GOING CLIENT CONTRACTS + REFERENCES
Updated March 9, 2022

COUNTY OF RIVERSIDE

G|M Client Since:	1990	Reference Contact:	Suzanna Hinckley	Scope of Work:	Systems Furniture, freestanding desking, files, tables, seating design, delivery & installation
Sales from Inception:	$149,388,335		Assistant Director		
Sales Last 3 Years:	$26,360,202		(951) 955-4937		
				Pct of Work by G|M:	100%
Highlights:	Over 200 Projects Completed	Address:	Co of Riverside Purchasing		
	Contracts since 1990		2980 Washington Street		
	Locations: 200 over Riv County		Riverside, CA 92504		

COUNTY OF SAN BERNARDINO

G|M Client Since:	1993	Reference Contact:	Leo Gomez	Scope of Work:	Systems Furniture, freestanding desking, files, tables, seating design, delivery & installation
Sales from Inception:	$133,764,938		Cody Leslie		
Sales Last 3 Years:	$24,442,219		(909-387-2060		
			lgomez@pur.sbcounty.gov	Pct of Work by G|M:	100%
Highlights:	Over 120 Projects Completed	Address:	Purchasing Department		
	Locations: 180 in SB County		777 E Rialto Ave		
			San Bernardino, CA 92415		

US NAVY

GSA

G|M Client Since:	2001	Reference Contact:	Gary McGrath	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$90,628,403		NAVWAR Facilities Operations		
Sales Last 3 Years:	$11,729,918		gary.mcgrath@navy.mil		
			(619) 309-9499 P	Pct of Work by G|M:	100%
Highlights:	All SD Naval Medical Centers	Address:	4301 Pacific Highway		
	(NMC), Camp Pendleton,		San Diego, CA 92110		
	SPAWAR				

NAVAL INFORMATION WARFARE SYSTEMS COMMAND (NAVWAR) / SPACE AND NAVAL WARFARE SYSEMS COMMAND (SPAWAR)

GSA

G|M Client Since:	2008	Reference Contact:	Gary Swaggerty	Scope of Work:	Systems Furniture, freestanding desking, files, tables, seating design, delivery & installation
Sales from Inception:	$59,178,260		Facilities Project Manager		
Sales Last 3 Years:	$10,748,681		gary.e.swaggerty.civ@us.navy.mil		
			(619) 309-9499 P	Pct of Work by G|M:	100%
Highlights:	2000 Workstations	Address:			
	200 Private Offices				
	Moves, Adds & Changes				

MAJOR ON-GOING CLIENT CONTRACTS + REFERENCES
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SAN DIEGO GAS & ELECTRIC

G|M Client Since:	2012	Reference Contact:	Linda Jacobs	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$48,529,219		Real Estate Planning Manager		
Sales Last 3 Years:	$13,972,581		(619) 676-9156		
			ljacobs1@sdge.com	Pct of Work by G|M:	100%
Highlights:	Awarded Multi-5 Year Contracts	Address:	8326 Century Park Court	Notes:	Certified Dealer Network Client
	Herman Miller Systems		San Diego, CA 92123		
	Group Work Products				
	Moves, Adds + Changes				

COUNTY OF RIVERSIDE, DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)

G|M Client Since:	1990	Reference Contact:	Bryson Arnold	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$32,333,830		Facilities Group		
Sales Last 3 Years:	$3,052,634				
			(951) 358-3959	Pct of Work by G|M:	100%
Highlights:	32 Buildings Completed	Address:	10281 Kidd Street		
			Riverside, CA 92503		

SCRIPPS HEALTH

G|M Client Since:	2009	Reference Contact:	Tim Jacoby	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, seating, delivery and installation and all applicable services
Sales from Inception:	$38,181,303		Corp. VP of Facilities Design & Construction		
Sales Last 3 Years:	$10,934,382		jacoby.timothy@scrippshealth.org		
			(858) 678-7007	Pct of Work by G|M:	100%
Highlights:	San Diego / La Jolla	Address:	10130 Sorrento Valley Road		
	Encinitas		San Diego, CA 92121		
	Oceanside				
	Chula Vista				

NAVAL MEDICAL CENTER SAN DIEGO

GSA

G|M Client Since:	2007	Reference Contact:	Srdjan Trgo	Scope of Work:	Systems Furniture, Freestanding Desks, Files, Tables, Seating, Design, Delivery & Installation.
Sales from Inception:	$27,224,726		srdjan.trgo.civ@mail.mil		
Sales Last 3 Years:	$1,607,839		(619) 532-7556		
				Pct of Work by G|M:	100%
Highlights:	1,228 Provider Offices	Address:	34800 Bob Wilson Drive		
	600 Exam Rooms		San Diego, CA 92134		
	All Public Spaces				
	All San Diego County Clinics				

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LOS ANGELES AIR FORCE BASE

GSA

G|M Client Since:	2005	Reference Contact:	Dennis Hass	Scope of Work:	Design, CID Package, specification of all furniture and design related items, SAMS & CBSC buildings, delivery and installation
Sales from Inception:	$26,272,877		Contracting Officer		
Sales Last 3 Years:	$1,275,226		dennis.hass@losangeles.af.mil		
			(310) 653-6119 P	Pct of Work by G|M:	100%
Highlights:	Three Buildings	Address:	61st ABG/RO		
	3,000 Offices & Workstations		2420 Vela Way		
			El Segundo, CA 90245		
	Chula Vista				

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI)

G|M Client Since:	1999	Reference Contact:	Glenn Fearon	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$30,399,198		Project Manager		
Sales Last 3 Years:	$8,563,241		gfearon@esri.com		
			(909) 793-2853	Pct of Work by G|M:	100%
Highlights:	16 Locations Nationwide	Address:	380 New York Street		
	Canada		Redlands, CA 92373		

US CITIZEN'S & IMMIGRATION SERVICES

GSA

G|M Client Since:	2010	Reference Contact:	Denise Vazquez	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, seating, delivery and installation and all applicable services
Sales from Inception:	$35,449,337		denise.l.vazquez@uscis.dhs.gov		
Sales Last 3 Years:	$13,043,971		(949) 360-2205		
				Pct of Work by G|M:	100%
Highlights:	San Juan Puerto Rico, Honolulu	Address:	24000 Avila Road	Notes:	Certified Dealer Network Client
	San Jose, Laguna Niguel, Reno		Suite 3106D		
	San Fernando, Las Vegas, NV		Laguna Niguel, CA 90012		
	Phoenix, AZ, Irving, TX				

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SUPERIOR COURT OF CALIFORNIA

G|M Client Since:	1994	Reference Contact:	David Gonzales	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$23,158,688		Facilities Group		
Sales Last 3 Years:	$4,320,901		dgonzales@courts.sbcounty.gov		
			(909) 708-8742	Pct of Work by G|M:	100%
Highlights:	15 Buidling Project Completed	Address:	172 W Third Street		
			San Bernardino, CA 92415		

CITY OF RIVERSIDE

G|M Client Since:	1998	Reference Contact:	Christina Guerrero	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$16,251,765		Facilities		
Sales Last 3 Years:	$449,421		cguerrero@riversideca.gov		
			(951) 826-5927	Pct of Work by G|M:	100%
Highlights:	Five Buildings Completed	Address:	3900 Main Street		
	Major City Hall Renovation		Riverside, CA 92522		
	Orange Square/Gateway Projects				

LOMA LINDA UNIVERSITY MEDICAL CENTER

G|M Client Since:	2000	Reference Contact:	Laura Rojo	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$20,612,116		Supply Chain Dev. Specialist		
Sales Last 3 Years:	$10,327,891		lrojo@llu.edu		
			(909) 558-4390	Pct of Work by G|M:	100%
Highlights:	New Towers, Remodels,	Address:	11370 Anderson Street		
	Off-Site Office Buildings		Loma Linda, CA 92354		

ILLUMINA, INC.

G|M Client Since:	2012	Reference Contact:	Fernando Parra	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$15,301,443		Facilities Director		
Sales Last 3 Years:	$4,440,943		fparra@illumina.com		
			(858) 336-7899	Pct of Work by G|M:	100%
Highlights:	Bridgespace	Address:	Headquarters		
	Building 6 Ancillary		5200 Illumina Way		
	i3 Campus: 3 Buildings		San Diego, CA 92122		
	Change Management Services				

MAJOR ON-GOING CLIENT CONTRACTS + REFERENCES
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SHARP HEALTHCARE

G|M Client Since:	2008	Reference Contact:	Eric Brown	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, seating, delivery and installation and all applicable services
Sales from Inception:	$21,496,597		VP Facilities & Development		
Sales Last 3 Years:	$9,389,409		(800) 827-4277		
			eric.brown2@sharp.com	Pct of Work by G|M:	100%
Highlights:	San Diego	Address:	8695 Spectrum Center Blvd		
	Coronado		San Diego, CA 92123		
	La Mesa				
	Chula Vista				

BECTON DICKINSON (BD)

G|M Client Since:	2012	Reference Contact:	Joyce Olsen	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, seating, delivery and installation and all applicable services
Sales from Inception:	$16,177,908		Facilities Director		
Sales Last 3 Years:	$7,189,871		joyce.olsen@bd.com		
			(858) 617-1510		
Highlights:	Chicago/Minneapolis/Middleton	Address:	3750 Torrey View Court	Pct of Work by G|M:	100%
	San Diego		San Diego, CA 92130	Notes:	Certified Dealer Network Client
	Dublin				
	Creedmore				
	San Antonio				

CALIFORNIA BAPTIST UNIVERSITY

G|M Client Since:	2002	Reference Contact:	Jamie Gannaway	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$8,798,616		Project Coordinator II		
Sales Last 3 Years:	$544,146		jgannaway@calbaptist.edu		
			(951) 552-8599	Pct of Work by G|M:	100%
Highlights:	Six Buildings Completed	Address:	8432 Magnolia Avenue		
	Event Center		Riverside, CA 92504		

CITY OF SAN DIEGO

G|M Client Since:	2011	Reference Contact:	Karen Johnson	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$8,515,497		kkjohnson@sandiego.gov		
Sales Last 3 Years:	$3,784,304		(619) 236-6191		
				Pct of Work by G|M:	90%
Highlights:	Engineering	Address:	1200 Third Avenue		
	Water Department		Suite 1700		
	Streets Division		San Diego, CA 92101		
	Development Services				

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KAISER PERMANENTE

G|M Client Since:	2009	Reference Contact:	Jo Ann Orendain	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$10,487,540		FEP2 Specialist		
Sales Last 3 Years:	$3,749,253		(951) 739-4741		
			Jo.Ann.Orendain@kp.org	Pct of Work by G|M:	100%
Highlights:	Redlands, Pasadena, Santa Ana	Address:	1301 California Street		
	Ontario, Fontana, Oakland		Redlands, CA 92374		
	Irvine, Corona, Downey				
	Garden Grove, Riverside				
	San Marcos				

EDWARDS AIR FORCE BASE

GSA

G|M Client Since:	1997	Reference Contact:	Kenneth F. Green	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$6,425,980		NH-III, MBA, DAF		
Sales Last 3 Years:	$550,739		kenneth.green.12@us.af.mil		
			(661) 277-3992	Pct of Work by G|M:	100%
Highlights:	CBSC Bldg	Address:	225 N. Rosamond Blvd.		
	Anechoic Chamber		Building 3500		
	Medical Clinic/F-22		Edwards AFB, CA 93560		
	Joint Strike Fighter (2) Bldgs				

CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

G|M Client Since:	2008	Reference Contact:	Kathy Hine	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$5,190,625		Space & Relocation		
Sales Last 3 Years:	$705,459		kahine@csupomona.edu		
				Pct of Work by G|M:	100%
Highlights:	New Library	Address:	3801 W Temple Avenue		
	eAssets Client		Pomona, CA 91768		

LOMA LINDA VETERANS AFFAIRS HOSPITAL

GSA

G|M Client Since:	2001	Reference Contact:	Calvin O. Evans	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$4,855,290		Project Manager		
Sales Last 3 Years:	$838,163		Calvin.Evans@va.gov		
			(909) 825-7084	Pct of Work by G|M:	100%
Highlights:	Hospital Remodel	Address:	11201 Benton Street		
	GSA Contracts since 2004		Loma Linda, CA 92357		

TANDEM DIABETES CARE

G|M Client Since:	2008	Reference Contact:	Nichole Alvarado	Scope of Work:	Systems Furniture, freestanding desking, files, tables, seating design, delivery & installation
Sales from Inception:	$5,172,762		Supervisor, Corp. Space Planning		
Sales Last 3 Years:	$2,706,751		naguinaga@tandemdiabetes.com		
			(858) 255-6513	Pct of Work by G|M:	100%
Highlights:		Address:	11045 Roselle Street, Suite 150		

			San Diego, CA 92121		

INLAND REGIONAL CENTER

G|M Client Since:	2004	Reference Contact:	Sandra Guzman	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$3,476,485		Executive Assistant		
Sales Last 3 Years:	$352,337		sguzman@inlandrc.org		
			(909) 890-3416	Pct of Work by G|M:	100%
Highlights:	Two Buildings	Address:	1365 S Waterman Avenue		
			San Bernardino, CA 92408		

CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

G|M Client Since:	2011	Reference Contact:	Jon Nissen	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$3,014,027		Facilities Management		
Sales Last 3 Years:	$287,385		jnissen@csudh.edu		
			(310) 243-2754	Pct of Work by G|M:	100%
Highlights:	New Library	Address:	1000 E Victoria Street		
	eAssets Client		Carson, CA 90747		

HUB INTERNATIONAL

G|M Client Since:	2006	Reference Contact:	Danna Baker	Scope of Work:	Space planning, assisted design team with fabric and finish selections, assisted contractor with power/data locations, delivery and installation all applicable services.
Sales from Inception:	$4,699,583		danna.baker@hubinternational.com		
Sales Last 3 Years:	$741,856		(951) 779-8611		
				Pct of Work by G|M:	100%
Highlights:	Herman Miller Action Office 2	Address:	3390 University Avenue		
	Mirra 2 Task Chairs		3rd Floor		
	National Clever Offices		Riverside, CA 92501		
	Ancillary Furniture				

PITZER COLLEGE

G|M Client Since:	2012	Reference Contact:	Mark Crawbuck	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$1,756,115		Facilities Manager		
Sales Last 3 Years:	$381,949		(909) 607-3147		
			mark_crawbuck@pitzer.edu	Pct of Work by G|M:	100%
Highlights:	Claremont Colleges	Address:	10500 North Mills, McConnell 13		
			Claremont, CA 91711		

PFIZER

G|M Client Since:	2012	Reference Contact:	Xavier Porlas	Scope of Work:	Moves, Adds & Changes and installation as required.
Sales from Inception:	$3,067,128		Facilities Director		
Sales Last 3 Years:	$1,290,900		(858) 622-3242		
			xavier.porlas@pfizer.com	Pct of Work by G|M:	100%
Highlights:	Moves, Adds + Changes	Address:	10777 Science Center Drive		
	Awarded 3-5 Year Contract		San Diego, CA 92121		

PART 3:
RESPONDENT'S PROPOSAL

(COMPLETE THIS SECTION AND SUBMIT AS PART 3 IN THE THIRD SECTION OF PROPOSAL)

I. QUALIFICATION AND RELATED EXPERIENCE/TECHNICAL EXPERTISE

This section of the Proposal will establish the ability of Respondent to satisfactorily perform the required work by reasons of experience in performing services of a similar nature, demonstrated competence in the services to be provided, strength and stability of the team, staffing capability, workload, record of meeting schedules on similar projects, and supportive client reference. **As part of its response to the following: Respondent should justify how the minimum qualifications/requirements of Scope of Services have been satisfied.**

A. Respondent shall provide brief profile of the firm, including the name, a brief history, description of your firm, types of services offered.

1. The year founded

With humble roots dating back to 1944, G|M Business Interiors first got its start as a small office equipment supplier in San Bernardino, CA. Arrowhead Office Equipment was a one-stop-shop for customers office equipment needs.

2. Form of the organization (corporation, partnership, sole proprietorship)

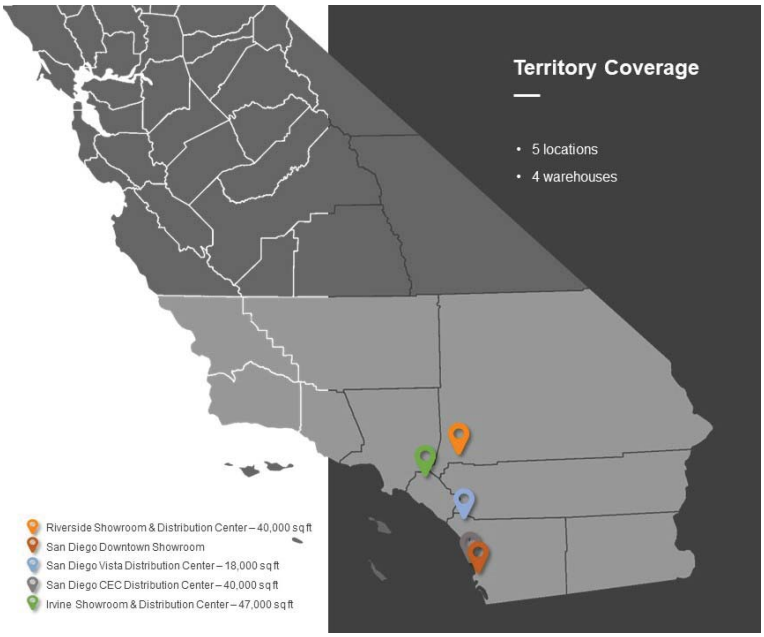
In April 1960, the business was incorporated as Goforth & Marti. In 1987, it was purchased by William F. Easley.
In 1989, William's son, Stephen L Easley, noticed a serious need for a more passionate, educated, and professional office furniture dealer in the project delivery ecosystem. He envisioned an organization that embraced design and that could better serve clients by creating excellent projects and controlling all steps of the service process with in-house professionally trained team members. Steve joined the firm as President, and the Contract Interiors division was re-named G|M Business Interiors, a division of Goforth & Marti, also becoming a Herman Miller dealership.

3. Number of employees

G|M currently employs (260) team members, (55) service vehicles, (4) major warehouses and (5) locations, comprising over 115,000 sq ft in Southern California. We have demonstrated our ability to distribute products throughout Southern California for over 30 years under current ownership.

4. Size and location of offices

In 2003, G|M Business Interiors expanded and relocated its operation from San Bernardino to Riverside, opening a new 36,000 sq ft facility. Four years later, G|M opened an additional showroom in downtown San Diego and a warehouse in Sorrento Valley. This was followed by two expansions of the San Diego Showroom as well as a 40,000 square foot Client Experience Center in Sorrento Valley. In 2018, a new member was welcomed to the G|M family, DIV13, a DIRTT partner. DIV13's mission to create custom prefabricated interior spaces is harmonious with G|M's mission to create exciting workspaces that promote happiness, health, and higher performance. In 2020, G|M Business Interiors continues expanding throughout the Southern California market and has opened a new 47,000 sq ft location in Irvine, CA and another 18,000 sq ft. distribution center in Vista, CA.



Physical locations:

CEC Client Experience Center (40,000 sq ft)
Warehouse
5950 Nancy Ridge Drive
Suite 300
San Diego, CA 92121

G|M San Diego Showroom (13,250 sq ft)
110 West A Street (110 Plaza Building)
Suites 140 + 150 + 225
San Diego, CA 92101

G|M Distribution Center (18,000 sq ft)
1359 Keystone Way
Vista, CA 92081

G|M Riverside (37,000 sq ft)
1099 West La Cadena Drive
Riverside, CA 92501

G|M Irvine (47,000 sq ft)
9750 Irvine Blvd
Suite 108
Irvine, CA 92618

5. Staff and technical capabilities and the type of services that the Respondent is qualified to perform, including any discipline where the Respondent has special expertise.

G|M has an extensive history with public agencies, municipalities, and non-profit organizations. Our first public sector contracts were established in 1991 working with County of Riverside and County of San Bernardino along with the Federal Government of the United States. Since, G|M has become recognized as the largest government dealer in the nation for Herman Miller. We have worked with almost every county, city, and Federal agency in Southern CA.

In addition to County contracts, G|M has its own Federal Government contracts and possesses an extremely high past performance record. Being a Federal Contractor, we are held to the highest of standards not only for performance but for diversity in the workplace.

G|M's Federal Tax ID Number is 95-2091271, we are registered with the Department of Industrial Relations and our DIR ID Number is 1000001979, we also have Business Licenses for many cities and counties in Southern California and copies can be provided at any time per request.

G|M possesses Contractors State License# 944352 with C-61 and D-34 Classifications. This license expires 03/31/2018.

G|M uses 55 service vehicles that employ several technologies for tracking and safety including Teletrac and Lytx software. These vehicles are US DOT registered (CA# 0176269, US DOT# 1076152) as required and utilize safety equipment and processes.

All G|M vehicle delivery drivers carry G|M smartphones and/or tablets and are able to communicate with all G|M team members.

G|M only offers products which are HCAI, ANSI and BIFMA certified to limit the County of Orange product liability and safety concerns. Note: often times a County Supervisor may ask why he cannot buy a $299 leather chair from a big box store and the operative answer is those low-priced items are intended for minimal home/residential use and are not graded nor have they passed ANSI/BIFMA testing for commercial grade use. If a County employee were to be injured on a non-compliant product, the County could be found liable. Many website purchased items fall under this issue. Buyers should beware any products not authorized through County Purchasing under contract.

We employ several software systems to develop a furniture layout and product specifications.

- CET
- AutoDesk: AutoCAD
- Revit Architecture from AutoDesk
- 3ds Studio Max
- CAP 20/20

6. Describe the Respondent's experience in performing work of a similar nature to that solicited in this RFP.

The County of Orange departments are currently managed by (4) G|M MicroTeams. These dedicated teams have supported the county in striving to be a high-quality model government agency that delivers services to the community in ways that demonstrate; excellence, leadership, stewardship, and Innovation for the past 7 years.
Each MicroTeam includes an Account Manager who is your one point of contact. Your Account Manager is responsible for your overall happiness with our team and leads their Job Captain (JC), Designer, Project Manager (PM), and Punchlist & Customer Service Manager to project success. Your Account Manager is responsible for communicating your needs & goals to everyone at G|M and ensuring that resources are deployed to accomplish those goals.
Our MicroTeams organize weekly meetings to maintain a high level of daily communication to discuss their progress on projects. Our software enables everyone in the Company to track design work orders, quotation progress and orders that have been placed. Alerts are programmed to go out to notify the team of critical order checkpoints such as acknowledgement checks and that product has been received into the warehouse. Project Managers assist the MicroTeam with all orders that are (10) workstations equivalent or more.
Communication within the MicroTeam is supported by the JC receiving their Account Manager's e-mails. This ensures responsiveness to you even if your Account Executive is in a meeting. The rest of your team includes our Information Technology Integrator, who will ensure all computer programs, such as e-Asset are integrated into our system for you. Our Scheduling Manager will handle all order distribution and scheduling and our Customer Service Specialist will handle warranty items, punchlist completion and service requests.
Additionally, we currently employ 45 individuals (companywide) who possess a minimum of a four-year interior design or architectural degree. Our design team members work in a variety of departments as a team to achieve exceptional results.

As one of the top contract furniture dealerships in the region with locations in Riverside, San Diego and Irvine, G|M serves more than 10 Southern California Counties and countless organizations seeking a business partner that will aide them in elevating their workplace

7. Describe Respondent's availability to perform requested services on County projects. Include experience with other governmental agencies in California.

As previously stated, G|M has held County government contracts since 1991 starting with County of Riverside. In these last 31 years, G|M has been fortunate to be the primary vendor of choice for many counties, cities and federal agencies and have gained immeasurable experience working with every department within these organizations. This experience is invaluable but also teaches us that while many function similarly, no two are the same and should never be treated in a cookie cutter fashion. G|M has been a contract holder for County of Orange for the past 5 years.

Respondent(s) shall narrate the services Respondent is proposing, in bullet form, in the order listed below.

Required Services:

8. Assembly and Installation Services

G|M is vertically integrated, employing G|M trained team members we manage our responsiveness, workload, and the quality of our services. Our G|M Promise includes the premise of service excellence by thinking like our client and utilizing our vertical integration to custom tailor services for each individual client. G|M goes above and beyond in providing outstanding services by scheduling installers who are experienced on your project and providing continuity by scheduling those same installers on your next project. This helps our clients save time and money through efficiency. We provide exceptional installation services, G|M punch-list stickers, key boxes, wood kits for wood desking, vacuuming and clean furniture that is leveled, fully set-up and polished.

We recycle all waste and keep our jobsites neat, orderly, and clean.

G|M has always understood that our true purpose is to do what it takes to help our clients create the workplace they deserve. Great, all-encompassing service is paramount to attaining these goals. We believe that we must first walk in your shoes to truly understand your needs before we can think like you. We take great pride in doing our absolute best to happily provide all services our clients need, including:

- Furniture Planning and Specification for Office, Clinical and Educational Environments
- Project Management for all Local Projects which are defined by complex orders and or client needs that include (10) or more office/workstations in concert or workstations that require electrical planning.
- Furniture Assembly and Installation
- Move Projects Large and Small, Adds and Changes of any brand of furniture
- Reconfigurations of any brand of systems furniture
- Refurbishment, Refinishing and Re-Upholstery
- Re-Use of Client's Assets, e-Asset Management, Furniture Warehousing and Long-term Storage
- Modular Wall System Installation
- High Density Filing Systems and Specialized Storage
- Flooring Specification
- Wallcoverings
- Window Coverings and Cubical Curtains
- Wayfinding/Signage
- Project Accessories Planning such as Sound Masking, Clock Systems, Planters, Magazine Racks, Coat Hooks,
- Visual Communications, Lighting and Display Cases
- Artwork Services

9. Design Services

Being vertically integrated, G|M employs a team of 30 Designers that we call our Workplace Excellence (WE) Team. These in-house designers, almost all with (4) year design degrees are ready to serve. Our We Team embraces the first part of our G|M Promise which is to "Elevate the Workplace". Each WE Team member is trained to not only specify furniture and electronically place it in drawings but to challenge the status quo and ensure the design will solve the problems our clients face: creating a workplace that creates happiness, is healthy, and allows our clients to be higher performing. Happiness comes from less disruptions, having a place for everything you need and fostering better communication and support. Health is derived from the understanding and application of ergonomic principles in the work environment from using the correctly adjusted seating, to work surfaces that are properly height positioned for keyboarding to handedness, reach and vision. Higher performance comes from successfully addressing all workplace departmental and individual logistics, work adjacencies addressed and minimizing the sheer effort required to travel and communicate about the office.

10. Space Planning Services

G|M: Workplace Excellence Team Design and Specification Process:

Discovery: This phase may be defined through consultation, in which case a WE team member, and the Account Executive will meet with the client to discuss and identify the vision, mission, goals and criteria for the project as it pertains to each department within the facility. During the discovery sessions we will identify the workstyles, collaborative needs, tools associated with each role and understand the activities workers engage in throughout the day to move work forward. Through our understanding of the space needs, workstyles, and ratio of collaborative to individual work we can develop designs for supportive work settings. The G|M Electronic Customer Questionnaires may also be developed, administered, and dispersed to different departments and their staff to amass and evaluate space requirements for workstation typical development if so desired by the client. This phase will also include site documentation: field measurement and identification of all existing conditions such as electrical outlets, light switches, thermostats, sill heights, ceiling heights and all site conditions.

- Design Development: The information gathered during discovery will be applied to develop circulation diagrams, setting diagrams, furniture space plans, color scheme concepts, and material options to be presented and reviewed by the client. Revisions to the design will be made based on client feedback until all elements are approved and designed through scale drawings, material samples, renderings, and mockups as required.
- Interior Design and Furniture Standards: Upon completion of design development, drawings will include panel heights, widths, electrical base in-feed locations, outlets, work surfaces, components, finish locations (fabrics, paints, and carpets), 3D drawings and 3D renderings from multiple views illustrating all work settings with the approved color scheme applied. An accurate Bill of Materials of all furniture/design components will be derived directly from the final drawings and finish selections to develop cost estimates.
- Beyond the bill of materials, product masters will be developed to illustrate the furniture standards (manufacturer, fabric and finish, department, and location within the facility) for the project and will be used by all parties in conjunction with final drawings, renderings, and all required environmental compliance documentation to exhibit the design intent.
- The documents will serve as reference for all future furniture order "add on" or reconfigures. Product Masters will be printed for client sign off. All project information will be provided in printed and electronic format.
- Reconfigures and Future Furniture Orders: AutoCAD drawing files and inventory of existing furniture will be updated as each reconfigure/add on occurs. All future furniture orders will be specified according to the bill of materials developed in the previous phase to maintain standards for future growth and flexibility.
- Practices, Codes, and Methods: Furniture space plans will be circumspectly designed to at least meet minimum clearances, exiting requirements, occupancy loads, and seismic provisions. Drawings will be reviewed carefully by the G|M Workplace Excellence Manager and Quality Control Leader to ensure, design and specification accuracy as well as compliance with all codes and regulations that apply.

11. Special Project Management

Your Project Manager will become a valued part of your project team and will attend construction meetings, double check all field measurements, mark for special electrical locations and coordinate all jobsite activities with GM & any trade partners supporting the County of Orange.

12. Product/System Furniture

We provide a full range of products and services to support the entire office landscape. We represent over 500 furniture manufacturers that fulfill needs surrounding all areas of your office, our main line for systems furniture being Herman Miller and Knoll.

Herman Miller and Knoll offer the most varied portfolio of workstation platforms to support the broadest possible range of work

activities. Many of the furniture, storage, work surface, table, and work tool products are designed to be incorporated functionally and aesthetically into several of our systems product lines.
Compatible fabrics, finishes, and materials can be blended among several different systems within the same installation. Ergonomic products like Thrive Portfolio, height adjustable tables like Renew and Tone, table collections such as Eames, Everywhere, Rockwell, Antenna, and Dividends blend with our workstation product lines, providing greater flexibility in meeting individual worker needs.
Herman Miller and Knoll offer a wide variety of systems furniture, seating, tables, and storage for your workplace. Our products are designed to work together, functionally, and aesthetically, offering virtually endless office design possibilities. Finish and fabric compatibility among product lines allows you to combine product choices throughout the entire workplace to support individual and group work requirements.
Following are some of the primary workspaces, seating, tables, and storage product lines we offer. To see our complete product line offering, visit us at www.hermanmiller.com and www.knoll.com.
Workstations and Collaborative Furniture

- Action Office® System

Over the past half-century, two things have remained constant: Work continues to change and Action Office makes it simple for you to manage that change. From the introduction of computers to new understandings of the importance of choice and variety in the workplace, Action Office has helped individuals and organizations adapt.

- Canvas Office Landscape™

Canvas Office Landscape is an adaptive solution for creating human centered workplaces. Consisting of a concise set of elements, Canvas simplifies the creation of varied settings to support the activities of individuals and groups. Its elements combine harmoniously in many ways, so Canvas can address the widest possible range of workplace needs.

- Ethospace® System

Ethospace is a frame-and-tile system that offers organizations design choices. Dozens of tile options let you define—and redefine—how your workplace looks and performs, while steel frames provide ample capacity for power and data, and support hanging storage and work surfaces. Updated and expanded regularly since it was first introduced, Ethospace gives organizations the flexibility and durability to meet the shifting demands of work.

- Dividends Horizon®

Dividends Horizon provides spatial impact with a clean aesthetic for both the open plan and enclosed spaces. Easily reconfigurable, workstation elements and freestanding furniture can also be reimagined to address future change

- Antenna Workspaces®

Antenna Design's imaginative user-centered approach to the workplace celebrates functional simplicity with honest materials and seamless technology integration. Broad planning capabilities, including a range of spine-based planning opportunities, live up to today's standard for flexible, inclusive spaces that accommodate multiple work modes.

- Reff Profiles™

Reff Profiles™ complements architectural spaces to support multiple work modes. From private offices to reception and administrative support areas as well as open plan and meeting spaces, Reff Profiles creates a cohesive workplace experience.

13. Delivery and Coordination of Service

G|M Business Interiors continually utilizes technology, part of our G|M Promise to demonstrate our desire to be efficient and transparent. This begins during the ordering of products and continues through to the delivery and coordination of services. Each order will launch email correspondence several times throughout the process; order entry, factory acknowledgement, receipt confirmation (product has arrived in the warehouse), and lastly, scheduled delivery confirmation. G|M receives shipment notifications in advance from our manufacturers and upon the receipt of those notifications; our Installation Scheduling Manager will begin to contact the designated POC to schedule a day and timeframe that is convenient for them. This ensures that our clients will receive their product as fast as possible with little to no delay in lead time. On the day of the delivery, our client POC will receive a courtesy delivery email from our system that highlights which one of our Service technicians will be making the delivery with his photo and the time of the delivery. Our G|M Service Technicians are Team Members you can trust…to install properly to code and install any brand of furniture that you have ordered.

With the Herman Miller Performance System (HMPS), our partner manufacturer, Herman Miller, started their lean focus in manufacturing—making exactly what customers need, cutting waste, and improving quality and safety scores. It's been such a success that they can tell you the day and time your furniture will arrive within 2 hours of order entry. Your products will arrive on time, error-free, and be right over 99% of the time. That success has prompted Herman Miller to start applying lean principles beyond the shop floor, including their dealers. By taking a lean approach, Herman Miller's dealers reduced installation time for customers by 40% and overall costs by 25%. As a dealer, G|M Business Interiors has implemented the HMPS process of furniture installation utilizing lean methods of movement and task action steps to eliminate redundancy. Following these prescribed processes G|M Business Interiors has reduced our installation time on a workstation by 2 hours on average, saving our client's money on labor costs. We are a continuous improvement company, and we strive to be a "category of one" company. G|M also utilizes the A3 Continual Improvement worksheet where a problem is identified, and a process improvement plan is devised and implemented.

14. Reconfiguration of Existing County Furniture

Our 70+ years of experience in the intricacies of proper disassembly, wrapping, blanketing and transportation of furniture, allows us to perform moves, adds and changes with the highest skill and confidence. Due to the care and concern taken while handling your move, these services ensure your investment will still be worth 100% of its value after completion. To provide additional value, G|M also has a team in place to take inventory of existing product to provide fast and reliable Re-Configuration and Re-Use services when purchasing new product is not desired or feasible. Re-using assets is key to a long-life product cycle. G|M embraces the opportunity to help you re-use assets and is a key differentiator when you are selecting an office furniture dealer to support your needs.

15. Re-upholstery of Existing County Furniture

G|M has long standing working relationships with various re-upholstery professionals throughout Southern California and has completed many extensive re-upholstery projects for large theaters, government meeting halls, libraries, and private industry clients. Re-upholstery services are available for all seating, fabric systems tiles/panels and tack boards.

16. Ergonomics

Most companies know that an ergonomic task chair and properly aligned work surface will result in fewer workers compensation claims, but the study and evolution of ergonomics, and its vast health benefits, does not stop there. Are you versed on the positive effects of "posture-fit" seating, lighting, acoustics, monitor adjustability and proper posture can have on personal wellness?

G|M will identify activities and building functions that would benefit from the application of ergonomics in the selection of appropriate furnishings, equipment, and education. We will actively consult current ergonomics standards and guidelines relevant to the tasks that will be performed in the building, carefully considering the three branches of ergonomics; physical, cognitive, and social, making careful considerations during the planning process to support the user's needs.

17. Optional Services: Respondent may list any online tracking system(s) currently used at Respondent(s) firm capable of tracking customer orders with real-time status updates and/or notification methods and provide a brief description of how it may be utilized by County personnel (This is optional).

Our proprietary operating software "elev8" has been developed to make our communication with our customers natural and seamless. Our workflow is patterned to keep our staff informed about what they need to do for our customers. All input elements are completely accessible by our customers.

Orders are managed and e-mail notifications are generated and sent to our customers, keeping you quietly & politely informed of your order's progress. All documents related to each, and every order are web accessible on our secure, password protected website. Our technology is proprietary and can be adapted to our client needs.

We leverage many technology resources such as:

o Custom Online Request Portal - saves time and provides data for CRM search ability and order tracking

o Web-Based Planning Questionnaire – a proprietary performance-based programming tool that helps us gather information on how work is being performed in relation to organizational goals.

o ePortfolio – proprietary software that enables us to provide multiple product options and budgets within minutes.

o Visualization Tools – Z-Axis, 3D StudioMax & Oculus – our customer will receive drawings, realistic renderings, and potentially virtual reality visualization tools to assist in design, finish, and product selections.

o MyWindow Client Portal - Our client portal provides each client access to order information, tracking and documents in a simple web search format. This is truly where the transparency is provided with up-to-date information on all orders available immediately. Clients will also enjoy links to project specific documentation, various G|M publications, websites, ePortfolio and eAssets accounts.

o PlanGrid – This project management platform is utilized to provide real-time updates and seamless file synching for all documents pertaining to product design and installation. PlanGrid replaces paper blueprints, bringing the benefits of version control to project managers, and is a collaborative platform for sharing project information like field markups, progress photos and punchlist tracking.

All manufacturer acknowledgements are also electronically stored within our system. Having this information within one central system enables us to coordinate deliveries seamlessly and efficiently. We can avoid many additional costs, including double handling due to product arriving to the site too early and the site not being ready, or product not arriving on time and delaying your move in.

11. Other: Respondent shall list any other services/goods that are available. In this section, Respondent(s) must describe additional information related to the services listed in this RFP that Respondent considers relevant/important in evaluating Respondent(s) proposed services.

Note: Respondent shall identify any other requirements for County-furnished equipment, materials, facilities, or County support that shall be necessary to implement the project. County reserves the right to accept or reject any and all requests/requirements for County-Supplied Items and assistance.

G|M will be happy to present our extensive array of on-line services to the County of Orange in one-on-one meetings in person.



Warehousing and Asset Management:

G|M's proprietary asset management program, eAssets (above), is described as "your personal inventory management and eProcurement system". This program was designed to provide vital, detailed asset information required by today's cost-conscious clients. This information helps you make better, more proactive decisions regarding the status and usage of office furniture assets.
Our proprietary bar-coded asset management system was designed to collect, maintain, and report current, accurate data. The use of bar-code technology also greatly increases the speed and accuracy of inventory data collection and provides on-demand asset reporting to answer specific asset-related questions.
In addition to detailed asset management, eAssets also boasts the eProcurement (also above) function, which allows our clients to either purchase from a catalog of standard items or to create budgets for future project planning.

Additional Refurbishment Services

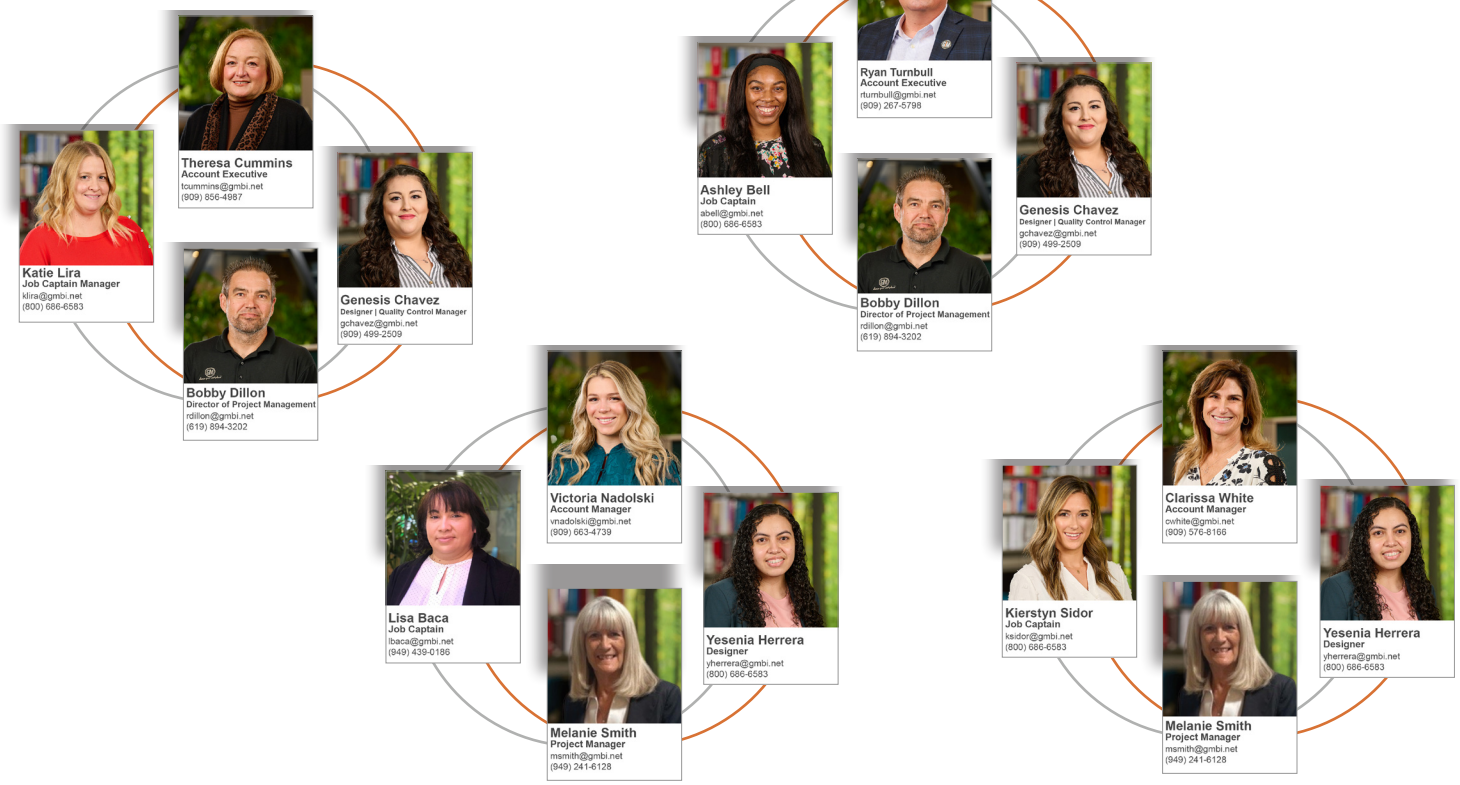
For electrostatic or powder coating metal painting needs, G|M uses trusted partners who have proven track records. Items can be painted on or off-site depending on jobsite conditions and the client's preference. For small touch-ups on metal items such as filing cabinets, painted metal chair frames/legs and systems components, G|M stocks a library of Herman Miller and Knoll touch up paint.
Other refurbishment services available through our alliance partners are wood refinishing, re-laminating work surfaces, window treatment cleaning and glass repair. For more common repair requests, G|M maintains fully stocked service vans with basic parts required and has four full time service technicians. If you have an emergency, we are equipped to perform quickly and thoroughly!

II. KEY PERSONNEL/PROPOSED STAFFING

This section of the Proposal should establish the qualifications of the proposed staff to provide the services noted in the Scope of Work. Respondent shall:

A. Provide the names of key staff, titles, and current staff who may be assigned to Services, including resumes, licenses and certifications held by those individuals, years of related experience, and length of time with the firm. The key personnel information shall be sufficient to provide confirmation to the County that the firm has adequate staff and the ability to assist in Services as needed.

County of Orange
Project & Sales Support



Architecture and Engineering	Theresa Cummins
Assessor	Theresa Cummins
Auditor Controller	Theresa Cummins
Auditor-Controller	Theresa Cummins
Board of Supervisors/Building 14 + 16	Victoria Nadolski
Boards, Commissions & Committees	Theresa Cummins
CEO Office	Theresa Cummins
Child Support Services	Theresa Cummins
Clerk of the Board	Theresa Cummins
Clerk-Recorder	Theresa Cummins
Community Resources	Clarissa White
County Counsel	Theresa Cummins
Dana Point Harbor	Victoria Nadolski
District Attorney	Theresa Cummins
Emergency Operations CTR	Clarissa White
Employee Retirement Systems	Theresa Cummins
Executive Office	Theresa Cummins
Historic Courthouse	Ryan Turnbull
Probation	Clarissa White
Probation	Clarissa White
Probation	Clarissa White
Procurement	Theresa Cummins

Procurement Office	Theresa Cummins
Public Defender	Ryan Turnbull
Public Works	Victoria Nadolski
Public Works	Victoria Nadolski
Publishing Services	Theresa Cummins
Purchasing	Theresa Cummins
Real Estate Services	Theresa Cummins
Registrar of Voters	Theresa Cummins
Research & Development	Theresa Cummins
Risk Management	Theresa Cummins
Sheriff Training Division	Clarissa White
Sheriff	Clarissa White
Sheriff	Clarissa White
Sheriff Coroner	Clarissa White
Sheriff Coroner	Clarissa White
Social Services Agency	Ryan Turnbull
Superior Court	Ryan Turnbull
Treasurer-Tax Collector	Ryan Turnbull
Veterans Affairs	Theresa Cummins
Volunteer & Intern	Victoria Nadolski
Waste + Recycling	Victoria Nadolski
Water District	Victoria Nadolski

*All teams are comprised of 100% G|M Business Interiors employees

THERESA CUMMINS
ACCOUNT EXECUTIVE

Listen carefully to my clients to understand their needs and provide integrated workplace solutions and services that will help a dynamic organization thrive.

To continually expand my knowledge in the field of design.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Irvine, CA
Account Executive, 1991-Present

Bill Davis Design Group | Salt Lake City, UT
Interior Designer, 1982-1991

EDUCATION

Cal Poly Pomona
BA Interior Design
Pomona, CA
1984

Fashion Institute of Design and Merchandising
Interior Design
Los Angeles, CA
1982

Cajon High School
San Bernardino, CA
1979

PROJECT EXPERIENCE

CSU Long Beach
Inland Regional Center
County of Orange Healthcare
County of Orange Public Works
County of Orange Social Services
County of Orange Sheriff
County of San Bernardino Sheriff
County of San Bernardino DA
County of San Bernardino Environmental Health



800.686.6583
909.856.4987
tcummins@gmbi.net
www.gmbi.net

G|M Business Interiors
9750 Irvine Blvd, Suite 108
Irvine, CA 92618

elevate your workplace™

LISA BACA
JOB CAPTAIN

Become an asset with G|M Business Interiors and to continue to grow with the company and gain knowledge to become a professional pro assisting clients.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Irvine, CA
Job Captain, 2022-Present
Purchasing Assistant, 2019-2022

Aidarex Pharmaceuticals | Corona, CA
Lead Pharmacy Technician, 2012-2019

MTGL Inc. | Riverside, CA
Accounting Clerk, 2008-2010

EDUCATION

Everest College
Ontario, CA
Pharmacy Tech.
2011

Southington High School
Southington, CT
1994

PROJECT EXPERIENCE

County of Orange
County of Riverside
County of San Bernardino
Loma Linda University
RUHS
Irvine Company



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949.439.0186
lbaca@gmbi.net
www.gmbi.net

G|M Business Interiors
9750 Irvine Blvd, Suite 108
Irvine, CA 92618

elevate your workplace™

VICTORIA NADOLSKI
ACCOUNT MANAGER

I want to consistently strive to grow and learn to be able to provide the most functional and aesthetically pleasing tailored space to an individual's needs and culture.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Irvine, CA
Account Manager, 2019-Present

G|M Business Interiors | Riverside, CA
Designer, 2017-2019

EDUCATION

The Art Institute of California
B.S. Interior Design
2016

South Hills High School
West Covina, CA
2010

PROJECT EXPERIENCE

Loma Linda University
California Baptist University
Cal Poly University, Pomona
Cal State Univeristy of Los Angeles
City of Fontana
County of Orange Super Block
City of Yorba Linda
County of Orange Sheriff
County of Orange Community Resources
County of Riverside
Orange County Credit Union
Riverside Unified School District
San Diego State University
Val Verde Unified School District
Yucaipa Valley Water District



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909.663.4739
vnadolski@gmbi.net
www.gmbi.net

G|M Business Interiors
9750 Irvine Blvd, Ste. 108
Irvine, CA 92618

elevate your workplace™

KATIE LIRA
JOB CAPTAIN MANAGER

To provide excellent customer service and build strong customer relationships by being responsive and reliable.

To continually improve my product knowledge so I can always provide the best solutions for our clients.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Riverside, CA
Job Captain Manager, 2021-Present
Job Captain Co-Manager, 2017-2021
Account Manager, 2016-2017
AMA Operations Manager, 2014-2016
Account Manager Administrator, 2007-2014
Receptionist, 2006-2007

Action Onsite | Calimesa, CA
Administrative Assistant, 2005-2006

EDUCATION

Canyon Springs High School
Moreno Valley, CA
2004

PROJECT EXPERIENCE

California State University, Dominguez Hills
California Baptist University
City of Fontana
City of Redlands
County of Riverside Dept. of Mental Health
County of Riverside Dept. of Public Services
County of Orange Social Services
County of Orange Super Block
Riverside Community College
Loma Linda University
USCIS
Los Angeles AFB



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909.831.3805
klira@gmbi.net
www.gmbi.net

G|M Business Interiors
1099 W La Cadena Dr
Riverside, CA 92501

elevate your workplace™

CLARISSA WHITE
ACCOUNT MANAGER

Continue to be an active team player for G | M Business Interiors and participate in the company's vision, goals and growth.

To develop the most efficient, accurate, creative and knowledgeable solution for every customer.

PROFESSIONAL EXPERIENCE

G | M Business Interiors | Irvine, CA
Account Manager, 2013-Present

EDUCATION

Cal Poly San Luis Obispo
BS Interior Design
San Diego Obispo, CA

Yuba City High School
Yuba City, CA

PROJECT EXPERIENCE

County of Orange Sheriff
County of Orange Healthcare Agency
County of Orange Public Works
County of Orange Probation
County of Orange Human Resources
County of Orange John Wayne Airport
County of Orange Community Resources
Corona-Norco Unified School District
California State University, Dominguez Hills
Hoag Hospital



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KIERSTYN SIDOR
JOB CAPTAIN

To always conduct myself in a professional manner while responding promptly to all customer needs via email/phone call in a positive attitude. To understand the inner working of G | M and all its departments so I can further better myself in all aspects of this company.

PROFESSIONAL EXPERIENCE

G | M Business Interiors | Riverside, CA
Job Captain, 2015-Present

USI Consulting | Redlands, CA
Administrative Assistant, 2015

Fleur Salon | Yucaipa, CA
Manager/Personal Assistant, 2013-2015

EDUCATION

California State University of San Bernardino
B.A. Liberal Studies
San Bernardino
2013

Redlands East Valley
Redlands, CA
2009

PROJECT EXPERIENCE

County of Orange Healthcare Agency
County of Orange Social Services
Cal State Long Beach
U.S. District Courts
State Compensation Insurance Funding
St. Joseph
County of San Bernardino Human Services
County of San Bernardino Museum
USCIS
Los Angeles Airforce Base
County of San Bernardino Fire



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RYAN TURNBULL
ACCOUNT EXECUTIVE

Manage a project team that provides superior customer service and communication which exceeds client expectations.

To enhance the culture, function, aesthetics and overall well-being of work environments.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Riverside, CA
Account Executive, 2008-Present

Yocum Business Furnishings | Riverside, CA
Account Manager, 2006-2008

American Furniture Systems | Riverside, CA
Account Manager, 2003-2006

EDUCATION

Whittier College
BA Business Administration
Whittier, CA
1999

Don Bosco Technical Institute
Rosemead, CA
1995

PROJECT EXPERIENCE

USCIS
US District Courts
US Customs & Immigration Services
Los Angeles AFB
Federal Drug Administration
Department of Justice
City of Los Angeles
County of San Bernardino Human Services
County of Orange Social Services
State Compensation Insurance Fund



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ASHLEY BELL
JOB CAPTAIN

To have efficient and thorough communication with the members on my microteam by communicating on a consistent basis.

To enhance and build strong customer relationships by providing excellent customer service to clients.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Riverside, CA
Job Captain, 2016-Present

Pittsburg State Student Rec. Center | Pittsburg, KS
Information Services Assistant, 2015

YMCA Star Aquila Volleyball Club | Pittsburg, KS
CO-Head Coach, 2013-2015

EDUCATION

Pittsburg State University
BA Communications
Pittsburg, KS
2015

Perris High School
Perris, CA
2011

PROJECT EXPERIENCE

Altura Credit Union
Loma Linda University Medical Center
County of Riverside Department of Mental Health
County of Riverside Human Resources
Edwards Air Force Base
County of San Bernardino Fire
County of San Bernardino Board of Supervisors
County of San Bernardino Public Defender
HUB International
Inland Regional Center



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GENESIS CHAVEZ

DESIGNER | QUALITY CONTROL MANAGER

To always provide exceptional, thorough, and organized service for my teammates, our client, and management.

To always strive for greatness and learn all I can to be able to be a great asset to myself, our clients, and G|M.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Riverside, CA
Quality Control Manager, 2019-Present
Designer, 2017-2019

Papa Johns | Fontana, CA
Assistant Manager, 2014-2016

The Cosmetics Company Store | Ontario, CA
Key Holder, 2013-2017

EDUCATION

The Art Institute of California
BS Interior Design
San Bernardino, CA
2017

AB Miller High School
Fontana, CA
2012

PROJECT EXPERIENCE

County of San Bernardino Sheriff
County of Orange Healthcare Agency
City of Indio
City of Riverside
Riverside Unified School District
The Winston School
Val Verde Unified School District
Hoag Hospital
County of Riverside Superior Courts
County of Riverside Mental Health



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YESENIA HERRERA

DESIGNER

To design a space that will be functional, aesthetically pleasing and well-suited to our client's needs.

To continue to grow with G|M Business Interiors while absorbing all product knowledge to provide the best solutions for our clients.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Riverside, CA
Designer, 2017-Present
Digital Marketing Librarian, 2016-2017

EDUCATION

The Art Institute of California
BS Interior Design
San Bernardino, CA
2016

Rialto High School
Rialto, CA
2012

PROJECT EXPERIENCE

Animal Emergency Clinic
California State University, Long Beach
Chaffey Federal Credit Union
City of Riverside
City of Rosemead
County of Orange Community Resources
County of Orange Healthcare Agency
County of Orange Social Services Agency
County of San Bernardino Auditor-Controller
County of San Diego Sheriff
County of Riverside Superior Courts
Inland Empire Liver Foundation
Riverside Unified School District
San Manuel Band of Mission Indians
RGP



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BOBBY DILLON
PROJECT MANAGER

I take pride in providing the best customer service I can every day. It's important to me to be a trusted advisor to my customers. In order to become a trusted advisor, I make constant improvement a part of my daily life. Everyday is an opportunity to be better than the day before.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Irvine, CA
Director of Project Management
Project Manager, 2021-2022

Hoag Presbyterian Hospital | Newport Beach, CA
Senior Logistics Specialists, 2013-2021

Tangram Interiors | Santa Fe Springs, CA
Project Manager, 1994-2012

EDUCATION

Lakewood High School
Lakewood, CA
1994

PROJECT EXPERIENCE

Hoag Irvine Labor and Delivery Unit
Hoag Newport Coast Urgent Care
Hoag Acute Rehabilitation
Hoag James Irvine Surgery Center to COVID patient care center
Verizon Thousand Oakes Headquarters
Scan Healthcare
Bank of America



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MELANIE SMITH
PROJECT MANAGER

My goal is to provide a successful, on-time project by being proactive and listening to the client's needs.

I find each project is unique and provides not only an opportunity to build on past experience, but to learn and grow.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Irvine, CA
Project Manager, 2022-Present

Western Office | Los Angelese, CA
Project Manager, 2012-2022

Tangram Interiors | Santa Fe Springs, CA
Project Manager, 1995-2003

EDUCATION

University of California, Irvine
Bachelors of Fine Arts
Irvine, CA

PROJECT EXPERIENCE

Disney Studios, Burbank
Automobile Club of Southern California, Costa Mesa
Delta Dental, Washington
UCLA Medical Center, Los Angeles
Adaptive Biotechnologies, Seattle WA
Pitchbook Data - Seattle, San Francisco, New York, London
Milbank LLP, Los Angeles
Mitchell Silberberg & Knupp, Los Angeles



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B. Identify subcontractors (if any) that will be assigned to perform services listed in the Scope of Services – see Attachment D, Subcontractor(s).

III. AVAILABILITY TO PERFORM SERVICES

This section should include such items as; statement of commitment of ability/availability to perform Services to the County, proposed methods of approaching/completing Services, identification/ acknowledgement of adequate staff, resource allocations, and other solutions by the Respondent to provide/accomplish Services to the County as described in Attachment A, Scope of Work of the Model Contract.

Based on our response in Part 3, we commit to our ability and availability to perform services to the County.

IV. ORGANIZATION/COMPLETENESS OF RESPONSE

V. DEGREE OF COMPLIANCE WITH THE COUNTY'S MODEL CONTRACT

Respondents submitting exceptions to the County Model Contract in Section III of this RFP.

G|M agrees that it can meet all County expectations, contract terms, compliance, conditions, attachments, exhibits and terms at the 100% level. G|M has never failed to complete any contract and are proud of our track record and successful past performance.

VI. COST PROPOSAL

Respondents are to complete and submit Attachment C - Fees/Pricing of the Model Contract.

1. Pricing Schedule breakdown:

   - I. Furniture
   - II. Free-standing/Modular/Case Goods Furniture
   - III. Filing/Filing Systems Furniture
   - IV. Seating Furniture
   - V. Library, Lobby and Other Furniture
   - VI. Ergonomic Furniture
   - VII. Additional/Special Pricing Schedule

   The method of scoring will be based off the "Discount Off List". Using the average percentage, in this method, the proposal with the highest average percentage discount receives the maximum points allowed for this criterion. All other proposals receive a percentage of the points available based on their average percentage relationship to the highest average percentage discount proposal.

2. Rebate

   Respondent shall state any additional rebates offered based on aggregate yearly sales during the contract term, per calendar year.

   The method of scoring will be based on the average rebates offered.

ATTACHMENT C
FEES/PRICING

I. Submit current catalog off list prices. The contract prices for goods under this contract will be the price derived by multiplying the list price by a standard discount.

All pricing shall include labor and Freight costs.
Total volume for all categories last year was approximately $7.9 million.*

**Based on all current County Systems/Free-Standing/Filing Systems/Seating and Installation Service contracts.*

Manufacturers	**Percentage discount for Manufacturer's Price List**	
Herman Miller/Knoll	Discount off of list	See Below %
	Quick Ship	See Below %

If there is a different discount for any other series of furniture for the manufacturer listed above, please list the name of the different series and the discount that applies if different. If offering more than on manufacture, please include a pricing schedule for each manufacture. *Use additional sheets if needed.*

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	AO1/AO2-Panels/Components	Herman Miller	6-8 Weeks	**67.73%**	**67.73%**
2.	Burdick Group	Herman Miller	6-8 Weeks	**37.33%**	**37.33%**
3.	Canvas Channel/Dock	Herman Miller	6-8 Weeks	**68.27%**	**68.27%**
4.	Canvas Group	Herman Miller	6-8 Weeks	**68.27%**	**68.27%**
5.	Canvas Metal Storage	Herman Miller	6-8 Weeks	**68.27%**	**68.27%**
6.	Canvas Wood Storage	Herman Miller	6-8 Weeks	**68.27%**	**68.27%**
7.	Canvas Office Landscape Metal Desk	Herman Miller	6-8 Weeks	**68.27%**	**68.27%**
8.	Canvas Private Office	Herman Miller	6-8 Weeks	**68.27%**	**68.27%**
9.	Canvas Wall	Herman Miller	6-8 Weeks	**68.27%**	**68.27%**
10.	Canvas Vista	Herman Miller	6-8 Weeks	**68.27%**	**68.27%**
11.	Co/Struc	Herman Miller	6-8 Weeks	**41.03%**	**41.03%**
12.	Energy Distribution	Herman Miller	6-8 Weeks	**66.73%**	**66.73%**
13.	Ergo Comp Furniture	Herman Miller	6-8 Weeks	**36.72%**	**36.72%**
14.	Ethospace	Herman Miller	6-8 Weeks	**67.73%**	**67.73%**
15.	Generic	Herman Miller	6-8 Weeks	**65.78%**	**65.78%**
16.	Healthcare Action Lab	Herman Miller	6-8 Weeks	**41.03%**	**41.03%**
17.	Layout Studio	Herman Miller	6-8 Weeks	**40.59%**	**40.59%**
18.	Textiles	Herman Miller	6-8 Weeks	**66.33%**	**66.33%**
19.	Autostrada	Knoll	6-8 Weeks	**67.67%**	**67.67%**
20.	Antenna	Knoll	6-8 Weeks	**67.67%**	**67.67%**
21.	COT	Knoll	6-8 Weeks	**67.67%**	**67.67%**
22.	Currents	Knoll	6-8 Weeks	**67.67%**	**67.67%**
23.	Dividends	Knoll	6-8 Weeks	**67.67%**	**67.67%**
24.	Reff	Knoll	6-8 Weeks	**67.67%**	**67.67%**
25.	KBench	Knoll	6-8 Weeks	**67.67%**	**67.67%**

ATTACHMENT C (CON'T)
RESPONDENT FEES

PRICING SCHEDULE –FREE-STANDING/MODULAR/CASE GOODS FURNITURE

II. Submit current catalog off list prices. The contract prices for goods under this contract will be the price derived by multiplying the list price by a standard discount.

All pricing shall include labor and Freight costs.

Total volume for all categories last year was approximately $7.9 million. *

**Based on all current County Systems/Free-Standing/Filing Systems/Seating and Installation Service contracts.*

Manufacturers	**Percentage discount for Manufacturer's Price List**	
Various	Discount off of list	See Below %
	Quick Ship	See Below %

If there is a different discount for any other series of furniture for the manufacturer listed above, please list the name of the different series and the discount that applies if different. If ordering more than one manufacture, please include a pricing schedule for each manufacturer. *Use additional sheets if needed.*

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Accessories	Herman Miller	6-8 Weeks	**69.23%**	**69.23%**
2.	AGL Tables	Herman Miller	6-8 Weeks	**35.10%**	**35.10%**
3.	Commend	Herman Miller	6-8 Weeks	**56.98%**	**56.98%**
4.	Compass	Herman Miller	6-8 Weeks	**41.65%**	**41.65%**
5.	Eames Tables	Herman Miller	6-8 Weeks	**63.10%**	**63.10%**
6.	Eames Stone & Outdoor Tables	Herman Miller	6-8 Weeks	**47.45%**	**47.45%**
7.	Everywhere	Herman Miller	6-8 Weeks	**62.48%**	**62.48%**
8.	Headway Tables	Herman Miller	6-8 Weeks	**62.21%**	**62.21%**
9.	Healthcare Carts	Herman Miller	6-8 Weeks	**5.84%**	**5.84%**
10.	Healthcare Casework	Herman Miller	6-8 Weeks	**35.29%**	**35.29%**
11.	Innovative Products	Herman Miller	6-8 Weeks	**36.72%**	**36.72%**
12.	International Collection	Herman Miller	6-8 Weeks	**44.69%**	**44.69%**
13.	Intersect Portfolio	Herman Miller	6-8 Weeks	**43.69%**	**43.69%**
14.	Lighting	Herman Miller	6-8 Weeks	**67.23%**	**67.23%**
15.	Modern Classics	Herman Miller	6-8 Weeks	**39.79%**	**39.79%**
16.	Mora	Herman Miller	6-8 Weeks	**46.15%**	**46.15%**
17.	Motia	Herman Miller	6-8 Weeks	**60.33%**	**60.33%**
18.	Nelson Basic Cabinet Series	Herman Miller	6-8 Weeks	**35.10%**	**35.10%**
19.	Nelson Lighting	Herman Miller	6-8 Weeks	**37.10%**	**37.10%**
20.	Nelson Tables	Herman Miller	6-8 Weeks	**37.10%**	**37.10%**
21.	Nevi Link Height Adj Bench	Herman Miller	6-8 Weeks	**58.95%**	**58.95%**
22.	Nevi Sit to Stand Tables	Herman Miller	6-8 Weeks	**58.95%**	**58.95%**
23.	OE1 Boundary	Herman Miller	6-8 Weeks	**56.27%**	**56.27%**
24.	OE1 Micro Packs	Herman Miller	6-8 Weeks	**58.42%**	**58.42%**
25.	OE1 Storage	Herman Miller	6-8 Weeks	**56.27%**	**56.27%**

ATTACHMENT C (CON'T)
RESPONDENT FEES

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
26.	OE1 Tables & Benching	Herman Miller	6-8 Weeks	58.42%	58.42%
27.	Overlay	Herman Miller	6-8 Weeks	42.45%	42.45%
28.	Plex	Herman Miller	6-8 Weeks	35.80%	35.80%
29.	Prospect	Herman Miller	6-8 Weeks	46.45%	46.45%
30.	Public	Herman Miller	6-8 Weeks	44.69%	44.69%
31.	Q Tables	Herman Miller	6-8 Weeks	55.96%	55.96%
32.	Renew Link	Herman Miller	6-8 Weeks	62.30%	62.30%
33.	Renew Tables	Herman Miller	6-8 Weeks	62.30%	62.30%
34.	Islands	Knoll	6-8 Weeks	49.23%	49.23%
35.	K Base	Knoll	6-8 Weeks	67.17%	67.17%
36.	K Screen	Knoll	6-8 Weeks	68.52%	68.52%
37.	K Stand	Knoll	6-8 Weeks	66.52%	66.52%
38.	Knoll Extra	Knoll	6-8 Weeks	53.76%	53.76%
39.	Knoll Studio	Knoll	6-8 Weeks	46.69%	46.69%
40.	Muuto	Knoll	6-8 Weeks	18.71%	18.71%
41.	Pixel Tables	Knoll	6-8 Weeks	49.49%	49.49%
42.	Propeller	Knoll	6-8 Weeks	48.34%	48.34%
43.	Rockwell Unscripted	Knoll	6-8 Weeks	46.73%	46.73%
44.	Template	Knoll	6-8 Weeks	67.52%	67.52%
45.	Tone	Knoll	6-8 Weeks	68.52%	68.52%
46.	All	Bernhardt	12-14 Weeks	34.19%	34.19%
47.	All	BRC	12-14 Weeks	57.96%	57.96%
48.	All	Coalesse	12-14 Weeks	37.72%	37.72%
49.	All	Creative Wood	12-14 Weeks	35.84%	35.84%
50.	All	Deskmakers	8-10 Weeks	52.44%	52.44%
51.	All	Enwork	8-10 Weeks	56.74%	56.74%
52.	All	ERG	8-10 Weeks	40.12%	40.12%
53.	All	Falcon Products	8-10 Weeks	38.59%	38.59%
54.	All	Forms & Surfaces	12-14 Weeks	Quote	Quote
55.	All	Fulbright	8-10 Weeks	43.55%	43.55%
56.	Casegoods, Tables, Seating	Geiger	12-14 Weeks	39.58%	39.58%
57.	Axon, Domino	Geiger	12-14 Weeks	32.22%	32.22%
58.	All	Global Furniture	8-10 Weeks	40.79%	40.79%
59.	All	Halcon	12-14 Weeks	29.49%	29.49%
60.	Casegoods & Tables	Haskell	12-14 Weeks	33.79%	33.79%
61.	Lateral-Verticals	HBF	12-14 Weeks	33.79%	33.79%
62.	Systems/Peds	Hon	6-8 Weeks	47.36%	47.36%
63.	All	Hon	6-8 Weeks	47.36%	47.36%
64.	All	Hon	6-8 Weeks	47.36%	47.36%
65.	All	In2Design	8-10 Weeks	39.92%	39.92%
66.	All	Janus et Cie	12-14 Weeks	40.79%	40.79%
67.	All	Kannoa	12-14 Weeks	Quote	Quote
68.	All	Krug	8-10 Weeks	43.55%	43.55%
69.	All	Landscape Forms	12-14 Weeks	Quote	Quote

ATTACHMENT C (CON'T)
RESPONDENT FEES

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF	QUICK SHIP OFF
70.	All	Malik	12-14 Weeks	**34.79%**	**34.79%**
71.	All	Maverick	6-8 Weeks	**48.53%**	**48.53%**
72.	All	National	8-10 Weeks	**52.36%**	**52.36%**
73.	All	Naughtone	8-10 Weeks	**40.10%**	**40.10%**
74.	All	Nemschoff	8-10 Weeks	**44.10%**	**44.10%**
75.	All	Neocase	12-14 Weeks	**32.79%**	**32.79%**
76.	All	Nevers	12-14 Weeks	**42.10%**	**42.10%**
78.	All	Nevins	12-14 Weeks	**42.35%**	**42.35%**
79.	All	Nienkamper	12-14 Weeks	**40.79%**	**40.79%**
80.	All	Nucraft	12-14 Weeks	**43.55%**	**43.55%**
81.	All	OFS	8-10 Weeks	**50.62%**	**50.62%**
82.	All	Prismatique	12-14 Weeks	**33.79%**	**33.79%**
83.	All	Sauder	12-14 Weeks	**33.79%**	**33.79%**
84.	All	Smart Desks	12-14 Weeks	**33.79%**	**33.79%**
85.	All	SmartSpace	12-14 Weeks	**40.79%**	**40.79%**
86.	All	Surface Works	12-14 Weeks	**41.08%**	**41.08%**
87.	All	Three H	12-14 Weeks	**49.56%**	**49.56%**
88.	All	Tropitone	12-14 Weeks	**Quote**	**Quote**
89.	All	Versteel	8-10 Weeks	**39.69%**	**39.69%**
90.	All	Virco	8-10 Weeks	**49.81%**	**49.81%**
91.	All	Vitra	8-10 Weeks	**33.72%**	**33.72%**
92.	All	Watson	12-14 Weeks	**44.74%**	**44.74%**
93.	All	WCI Outdoor	12-14 Weeks	**40.79%**	**40.79%**
94.	All	West Coast Industries WCI	12-14 Weeks	**38.04%**	**38.04%**

ATTACHMENT C (CON'T)
RESPONDENT FEES
PRICING SCHEDULE –FILING/FILING SYSTEMS FURNITURE

III. Submit current catalog off list prices. The contract prices for goods under this contract will be the price derived by multiplying the list price by a standard discount.

All pricing shall include labor and Freight costs.

Total volume for all categories last year was approximately $7.9 million.*

*Based on all current County Systems/Free-Standing/Filing Systems/Seating and Installation Service contracts.

Manufacturers	**Percentage discount for Manufacturer's Price List**	
Various	Discount off of list	See Below %
	Quick Ship	See Below %

If there is a different discount for any other series of furniture for the manufacturer listed above, please list the name of the different series and the discount that applies if different. If ordering more than one manufacture, please include a pricing schedule for each manufacturer. *Use additional sheets if needed.*

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	C-Style Overhead	Herman Miller	6-8 Weeks	**64.28%**	**64.28%**
2.	Keys/Locks	Herman Miller	6-8 Weeks	**68.23%**	**68.23%**
3.	Meridian Towers	Herman Miller	6-8 Weeks	**48.60%**	**48.60%**
4.	Meridian Laterals	Herman Miller	6-8 Weeks	**52.47%**	**52.47%**
5.	Meridian Pedestals	Herman Miller	6-8 Weeks	**48.60%**	**48.60%**
6.	Meridian Storage Cases/Bookcases	Herman Miller	6-8 Weeks	**48.60%**	**48.60%**
7.	Meridian Unity Lateral File	Herman Miller	6-8 Weeks	**48.60%**	**48.60%**
8.	Quadrant Storage Towers	Herman Miller	6-8 Weeks	**55.96%**	**55.96%**
9.	Tu Laterals	Herman Miller	6-8 Weeks	**60.89%**	**60.89%**
10.	Tu Pedestals	Herman Miller	6-8 Weeks	**60.89%**	**60.89%**
11.	Tu Storage	Herman Miller	6-8 Weeks	**60.89%**	**60.89%**
12.	Tu Towers	Herman Miller	6-8 Weeks	**60.89%**	**60.89%**
13.	Tu Wood Cases	Herman Miller	6-8 Weeks	**60.89%**	**60.89%**
14.	Tu Wood Credenzas	Herman Miller	6-8 Weeks	**60.89%**	**60.89%**
15.	Tu Wood Cubbies	Herman Miller	6-8 Weeks	**60.89%**	**60.89%**
16.	Tu Wood Laterals	Herman Miller	6-8 Weeks	**60.89%**	**60.89%**
17.	Tu Wood Peds	Herman Miller	6-8 Weeks	**60.89%**	**60.89%**
18.	Tu Wood Towers	Herman Miller	6-8 Weeks	**60.89%**	**60.89%**
19.	Anchor	Knoll	6-8 Weeks	**68.02%**	**68.02%**
20.	Calibre	Knoll	6-8 Weeks	**57.60%**	**57.60%**
21.	Quoin	Knoll	6-8 Weeks	**68.02%**	**68.02%**
22.	All	Aurora	8-10 Weeks	**27.65%**	**27.65%**
23.	All	Fire-King	8-10 Weeks	**40.79%**	**40.79%**
24.	All	Korden	8-10 Weeks	**43.55%**	**43.55%**
25.	All	Lyon Workspace	8-10 Weeks	**9.25%**	**9.25%**

ATTACHMENT C (CON'T)
RESPONDENT FEES

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
26.	All	Magnuson Group	12-14 Weeks	**26.65%**	**26.65%**
27.	All	Marathon	12-14 Weeks	**Quote**	**Quote**
28.	All	McMurray Stern	12-14 Weeks	**Quote**	**Quote**
29.	All	Memo	12-14 Weeks	**37.60%**	**37.60%**
30.	All	MergeWorks	12-14 Weeks	**40.79%**	**40.79%**
31.	All	RichardsWilscox-	12-14 Weeks	**38.92%**	**38.92%**
32.	All	Spacesaver	12-14 Weeks	**Quote**	**Quote**
33.	All	SpaceStor	12-14 Weeks	**40.79%**	**40.79%**
34.	All	Western Pacific	12-14 Weeks	**40.79%**	**40.79%**

ATTACHMENT C (CON'T)
RESPONDENT FEES
PRICING SCHEDULE –SEATING FURNITURE

IV. Submit current catalog off list prices. The contract prices for goods under this contract will be the price derived by multiplying the list price by a standard discount.

All pricing shall include labor and Freight costs.

Total volume for all categories last year was approximately $7.9 million. *

**Based on all current County Systems/Free-Standing/Filing Systems/Seating and Installation Service contracts.*

Manufacturers	**Percentage discount for Manufacturer's Price List**	
Various	Discount off of list	See Below %
	Quick Ship	See Below %

If there is a different discount for any other series of furniture for the manufacturer listed above, please list the name of the different series and the discount that applies if different. If ordering more than one manufacture, please include a pricing schedule for each manufacturer. *Use additional sheets if needed.*

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Aeron Chairs	Herman Miller	6-8 Weeks	**50.26%**	**50.26%**
2.	American Leather	Herman Miller	6-8 Weeks	**35.10%**	**35.10%**
3.	Aside	Herman Miller	6-8 Weeks	**47.65%**	**47.65%**
4.	Caper	Herman Miller	6-8 Weeks	**47.87%**	**47.87%**
5.	ColourFrom Sofa Group	Herman Miller	8-10 Weeks	**35.10%**	**35.10%**
6.	Cosm	Herman Miller	6-8 Weeks	**48.65%**	**48.65%**
7.	Eames Molded Plastic & Wire	Herman Miller	8-10 Weeks	**40.29%**	**40.29%**
8.	Eames Aluminum	Herman Miller	8-10 Weeks	**37.60%**	**37.60%**
9.	Eames Lounge & Classical	Herman Miller	8-10 Weeks	**37.33%**	**37.33%**
10.	Eames Tandem	Herman Miller	8-10 Weeks	**37.30%**	**37.30%**
11.	Embody	Herman Miller	6-8 Weeks	**46.81%**	**46.81%**
12.	Goetz Sofa	Herman Miller	8-10 Weeks	**34.80%**	**34.80%**
13.	Hay	Herman Miller	8-10 Weeks	**43.24%**	**43.24%**
14.	Keyn	Herman Miller	6-8 Weeks	**42.63%**	**42.63%**
15.	Limerick	Herman Miller	6-8 Weeks	**44.92%**	**44.92%**
16.	Lino	Herman Miller	6-8 Weeks	**47.42%**	**47.42%**
17.	Magis	Herman Miller	6-8 Weeks	**37.72%**	**37.72%**
18.	Mirra 2	Herman Miller	6-8 Weeks	**50.02%**	**50.02%**
19.	Naughtone	Herman Miller	8-10 Weeks	**40.10%**	**40.10%**
20.	Portrait	Herman Miller	6-8 Weeks	**33.62%**	**33.62%**
21.	Pronta	Herman Miller	6-8 Weeks	**45.92%**	**45.92%**
22.	Sayl	Herman Miller	6-8 Weeks	**48.65%**	**48.65%**
23.	Setu	Herman Miller	6-8 Weeks	**46.81%**	**46.81%**
24.	Stools	Herman Miller	6-8 Weeks	**35.80%**	**35.80%**
25.	Striad	Herman Miller	8-10 Weeks	**37.60%**	**37.60%**

ATTACHMENT C (CON'T)

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
26.	Swoop	Herman Miller	8-10 Weeks	40.44%	40.44%
27.	Valor	Herman Miller	6-8 Weeks	43.10%	43.10%
28.	Verus	Herman Miller	6-8 Weeks	48.65%	48.65%
29.	Whisk	Herman Miller	6-8 Weeks	43.10%	43.10%
30.	Chadwick	Knoll	6-8 Weeks	56.41%	56.41%
31.	Generation	Knoll	6-8 Weeks	56.41%	56.41%
32.	Life	Knoll	6-8 Weeks	56.41%	56.41%
33.	ReGeneration	Knoll	6-8 Weeks	56.41%	56.41%
34.	Remix	Knoll	6-8 Weeks	56.41%	56.41%
35.	Toboggan	Knoll	6-8 Weeks	56.41%	56.41%
36.	K. Lounge	Knoll	8-10 Weeks	50.23%	50.23%
37.	K.Task	Knoll	6-8 Weeks	50.49%	50.49%
38.	Ollo	Knoll	6-8 Weeks	51.58%	51.58%
39.	MultiGen	Knoll	6-8 Weeks	53.58%	53.58%
40.	Moment	Knoll	6-8 Weeks	51.49%	51.49%
41.	All	9 to 5 Seating	6-8 Weeks	51.46%	51.46%
42.	All	Aceray	12-14 Weeks	33.79%	33.79%
43.	All	Allermuir	8-10 Weeks	37.55%	37.55%
44.	All	Allseating	6-8 Weeks	48.99%	48.99%
45.	All	American Seating	8-10 Weeks	39.79%	39.79%
46.	All	Arcadia	8-10 Weeks	47.71%	47.71%
47.	All	Arconas	12-14 Weeks	40.98%	40.98%
48.	All	Borgo	12-14 Weeks	33.79%	33.79%
49.	All	Cab Deco	12-14 Weeks	26.65%	26.65%
50.	All	Cabot Wrenn	12-14 Weeks	33.79%	33.79%
51.	All	Campbell Contract	12-14 Weeks	33.79%	33.79%
52.	All	Cape Contract	12-14 Weeks	33.79%	33.79%
53.	All	Carolina	8-10 Weeks	49.91%	49.91%
54.	All	Cramer	12-14 Weeks	40.79%	40.79%
55.	All	Cumberland	12-14 Weeks	33.79%	33.79%
56.	All	Dauphin	12-14 Weeks	37.94%	37.94%
57.	All	Davis	12-14 Weeks	34.79%	34.79%
58.	All	Dedon	12-14 Weeks	Quote	Quote
59.	All	ECD	12-14 Weeks	54.06%	54.06%
60.	All	Encore	8-10 Weeks	53.22%	53.22%
61.	All	Faustino's	6-8 Weeks	46.92%	46.92%
62.	All	H Contract	12-14 Weeks	33.79%	33.79%
63.	All	Hightower	12-14 Weeks	27.65%	27.65%
64.	Seating	Hon	6-8 Weeks	47.36%	47.36%
65.	Seating	Humanscale	6-8 Weeks	51.72%	51.72%
66.	Side Seating	Humanscale	6-8 Weeks	43.72%	43.72%
67.	All	JSI	8-10 Weeks	39.92%	39.92%
68.	All	Kusch Co	8-10 Weeks	33.79%	33.79%
69.	All	La Z Boy	8-10 Weeks	36.94%	36.94%
70.	All	Leland	12-14 Weeks	33.79%	33.79%

ATTACHMENT C (CON'T)

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
71.	All	Lesro	8-10 Weeks	**41.92%**	**41.92%**
72.	All	Martin Brattrud	12-14 Weeks	**36.39%**	**36.39%**
73.	All	Nemschoff	8-10 Weeks	**44.10%**	**44.10%**
74.	All	Norix	12-14 Weeks	**32.79%**	**32.79%**
75.	All	OCI-Sitwell	8-10 Weeks	**47.39%**	**47.39%**
76.	All	Office Master	8-10 Weeks	**38.79%**	**38.79%**
78.	All	RFM Seating	8-10 Weeks	**49.37%**	**49.37%**
79.	All	Sandler	8-10 Weeks	**35.29%**	**35.29%**
80.	All	Segis	8-10 Weeks	**35.29%**	**35.29%**
81.	All	Sit On It	6-8 Weeks	**51.12%**	**51.12%**
82.	All	Sitmatic	6-8 Weeks	**47.92%**	**47.92%**
83.	All	Source International	8-10 Weeks	**40.10%**	**40.10%**
84.	All	Spec Furniture	8-10 Weeks	**36.79%**	**36.79%**
85.	All	Stylex	8-10 Weeks	**35.29%**	**35.29%**
86.	All	Tenjam	12-14 Weeks	**40.79%**	**40.79%**
87.	All	Tuohy	12-14 Weeks	**35.21%**	**35.21%**
88.	All	Via	6-8 Weeks	**49.39%**	**49.39%**
89.	All	Westin-Nielsen	12-14 Weeks	**33.79%**	**33.79%**
90.	All	Wieland	12-14 Weeks	**38.79%**	**38.79%**
91.	All	Zoom	12-14 Weeks	**45.45%**	**45.45%**

ATTACHMENT C (CON'T)
RESPONDENT FEES
PRICING SCHEDULE –LIBRARY, LOBBY AND OTHER FURNITURE

V. Submit current catalog off list prices. The contract prices for goods under this contract will be the price derived by multiplying the list price by a standard discount.

All pricing shall include labor and Freight costs.

Total volume for all categories last year was approximately $7.9 million. *

**Based on all current County Systems/Free-Standing/Filing Systems/Seating and Installation Service contracts.*

Manufacturers	**Percentage discount for Manufacturer's Price List**	
Various	Discount off of list	See Below %
	Quick Ship	See Below %

If there is a different discount for any other series of furniture for the manufacturer listed above, please list the name of the different series and the discount that applies if different. If ordering more than one manufacture, please include a pricing schedule for each manufacturer. *Use additional sheets if needed.*

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Exclave Performance Gear	Herman Miller	6-8 Weeks	**44.50%**	**44.50%**
2.	Formwork	Herman Miller	6-8 Weeks	**43.69%**	**43.69%**
3.	Intent	Herman Miller	6-8 Weeks	**44.92%**	**44.92%**
4.	Objects	Herman Miller	6-8 Weeks	**35.10%**	**35.10%**
5.	All	Agati	8-10 Weeks	**27.65%**	**27.65%**
6.	All	APCO Signage	8-10 Weeks	**Quote**	**Quote**
7.	All	Appenx	6-8 Weeks	**44.52%**	**44.52%**
8.	All	Art Design Resources	6-8 Weeks	**Quote**	**Quote**
9.	All	BuzziSpace	8-10 Weeks	**29.65%**	**29.65%**
10.	All	Claridge	8-10 Weeks	**30.92%**	**30.92%**
11.	All	Clarus	8-10 Weeks	**24.79%**	**24.79%**
12.	All	Connectrac	6-8 Weeks	**13.10%**	**13.10%**
13.	All	Egan Visual	6-8 Weeks	**27.79%**	**27.79%**
14.	All	Environamics	8-10 Weeks	**Quote**	**Quote**
15.	All	Framery	8-10 Weeks	**Quote**	**Quote**
16.	All	Frasch Acoustical	8-10 Weeks	**49.16%**	**49.16%**
17.	All	Games for Fun	8-10 Weeks	**Quote**	**Quote**
18.	All	Ghent	6-8 Weeks	**40.79%**	**40.79%**
19.	All	GMBI DIV13DIRTT	6-8 Weeks	**Quote**	**Quote**
20.	All	Great American Art	8-10 Weeks	**Quote**	**Quote**
21.	All	Gressco	12-14 Weeks	**Quote**	**Quote**
22.	Task Lights	Humanscale	6-8 Weeks	**55.14%**	**55.14%**
23.	All	Keilhauer	12-14 Weeks	**40.79%**	**40.79%**
24.	All	Kimball	8-10 Weeks	**44.96%**	**44.96%**
25.	All	Koncept Lighting	6-8 Weeks	**40.79%**	**40.79%**

ATTACHMENT C (CON'T)
RESPONDENT FEES

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
26.	All	Krueger Intl KI	6-8 Weeks	**38.04%**	**38.04%**
27.	All	Lawrence Metal	6-8 Weeks	**15.38%**	**15.38%**
28.	All	Lencore	6-8 Weeks	**Quote**	**Quote**
29.	All	LightCorp	6-8 Weeks	**45.32%**	**45.32%**
30.	All	Loftwall	6-8 Weeks	**36.51%**	**36.51%**
31.	All	Nook	6-8 Weeks	**Quote**	**Quote**
32.	All	Oscar Industries	6-8 Weeks	**Quote**	**Quote**
33.	All	Peter Pepper	6-8 Weeks	**35.79%**	**35.79%**
34.	All	Safco	6-8 Weeks	**39.72%**	**39.72%**
35.	All	Starin	6-8 Weeks	**Quote**	**Quote**
36.	All	Take Form	6-8 Weeks	**9.11%**	**9.11%**
37.	All	Tate Access Floors	6-8 Weeks	**Quote**	**Quote**
38.	All	Tuuci	8-10 Weeks	**33.79%**	**33.79%**

ATTACHMENT C (CON'T)
RESPONDENT FEES
PRICING SCHEDULE – ERGONOMIC FURNITURE

VI. Submit current catalog off list prices. The contract prices for goods under this contract will be the price derived by multiplying the list price by a standard discount.

All pricing shall include labor and Freight costs.

Total volume for all categories last year was approximately $7.9 million. *

**Based on all current County Systems/Free-Standing/Filing Systems/Seating and Installation Service contracts.*

Manufacturers	**Percentage discount for Manufacturer's Price List**	
Various	Discount off of list	See Below %
	Quick Ship	See Below %

If there is a different discount for any other series of furniture for the manufacturer listed above, please list the name of the different series and the discount that applies if different. If ordering more than one manufacture, please include a pricing schedule for each manufacturer. *Use additional sheets if needed.*

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Thrive Global	Herman Miller	6-8 Weeks	**53.28%**	**53.28%**
2.	Thrive Portfolio	Herman Miller	6-8 Weeks	**50.83%**	**50.83%**
3.	Thrive Portfolio CBS	Herman Miller	6-8 Weeks	**50.83%**	**50.83%**
4.	All	GMBI Elevate	3-4 Weeks	**64.25%**	**64.25%**
5.	All	ESI	6-8 Weeks	**51.83%**	**51.83%**
6.	Cable Management	Humanscale	6-8 Weeks	**54.59%**	**54.59%**
7.	CPU Holders	Humanscale	6-8 Weeks	**62.32%**	**62.32%**
8.	Ergo Accessories	Humanscale	6-8 Weeks	**56.25%**	**56.25%**
9.	HA Counterbalance	Humanscale	6-8 Weeks	**47.41%**	**47.41%**
10.	HA Electric	Humanscale	6-8 Weeks	**56.93%**	**56.93%**
11.	HA Worktable Electric	Humanscale	6-8 Weeks	**54.04%**	**54.04%**
12.	Keyboard Tray Systems	Humanscale	6-8 Weeks	**60.66%**	**60.66%**
13.	Monitor Arms & Access Rails	Humanscale	6-8 Weeks	**63.40%**	**63.40%**
14.	Sit/Stand Portable	Humanscale	6-8 Weeks	**40.79%**	**40.79%**
15.	Tech Products	Humanscale	6-8 Weeks	**54.04%**	**54.04%**
16.	All	Ideas At Work	6-8 Weeks	**54.01%**	**54.01%**
17.	All	Right Angle Products	6-8 Weeks	**42.85%**	**42.85%**
18.	All	Workrite	6-8 Weeks	**45.63%**	**45.63%**

ATTACHMENT C (CON'T)
RESPONDENT FEES
PRICING SCHEDULE – ADDITIONAL/SPECIAL SERVICES

VII. Submit additional/special services prices below.

A. Reconfiguration and Labor Charges:*Charge for reconfiguring any manufacturer's furniture at the request of the County or in storage including installation and disassemble of furniture. The labor cost shall be billed separate from Design Services and Project Management charges. Express in dollar per hour charge. INCLUDE PREVAILING WAGES

	REGULAR HOURS MONDAY - FRIDAY 8:00 AM TO 5:00PM (PST)	**AFTER HOURS** MONDAY - FRIDAY 5:01 PM - 7:59 AM (PST)	**WEEKEND/HOLIDAY** ALL DAY (PST)
PREVAILING WAGE PER HOUR	**$49.00**	**$59.00**	**$59.00/$69.00**
NON-PREVAILING WAGE PER HOUR	**$43.00**	**$53.00**	**$53.00/$63.00**

*This shall only apply when reconfiguring existing County furniture.

B. Design Services: Design charge for the purchase of new furniture or reconfigured furniture. Express in dollars per hour charge. INCLUDE PREVAILING WAGES

	REGULAR HOURS MONDAY - FRIDAY 8:00 AM TO 5:00PM (PST)	**AFTER HOURS** MONDAY - FRIDAY 5:01 PM - 7:59 AM (PST)	**WEEKEND/HOLIDAY** ALL DAY (PST)
PREVAILING WAGE PER HOUR	**$55.00**	**$55.00**	**N/A**
NON-PREVAILING WAGE PER HOUR	**$55.00**	**$55.00**	**N/A**

C. Space Planning: Charge for space planning including any architectural designing and blueprinting. Expressed in dollars per hour per charge. INCLUDE PREVAILING WAGES

	REGULAR HOURS MONDAY - FRIDAY 8:00 AM TO 5:00PM (PST)	**AFTER HOURS** MONDAY - FRIDAY 5:01 PM - 7:59 AM (PST)	**WEEKEND/HOLIDAY** ALL DAY (PST)
PREVAILING WAGE PER HOUR	**$75.00**	**$75.00**	**N/A**
NON-PREVAILING WAGE PER HOUR	**$75.00**	**$75.00**	**N/A**

D. Special Project Management: Charge for managing a special project, including but not limited to Planning, Expediting, Installing, and Inventorying.

	REGULAR HOURS MONDAY - FRIDAY 8:00 AM TO 5:00PM (PST)	AFTER HOURS MONDAY - FRIDAY 5:01 PM - 7:59 AM (PST)	WEEKEND/HOLIDAY ALL DAY (PST)
PREVAILING WAGE PER HOUR	**$75.00**	**$75.00**	**$75.00/$95.00**
NON-PREVAILING WAGE PER HOUR	**$75.00**	**$75.00**	**$75.00/$95.00**

E. Warehouse Cost: Respondent is to provide warehousing at no additional cost to County for a minimum of thirty (30) days. If warehousing is still required after 30 days, Respondent shall list warehousing cost per day, per vault, per pallet, or per square foot.

WAREHOUSING FEES (AFTER 30-DAYS) PER DAY, PER VAULT, PER PALLET, PER SQUARE "FT"	WAREHOUSEMAN HOURLY RATE (AFTER 30-DAYS)
$95.00 PER BAY 12 X 4 X 6 =288 CU FT	**$39.00**

F. Additional Product/Services

At the request of Agency/Department(s), Respondent shall submit a written quote for requested goods/services, to include but not be limited to:

a) Express Shipping *

b) Other Custom Related Services

Delivery shall be coordinated between requesting department(s) and Respondent.

2. Rebates

Respondent shall state any additional rebates offered based on aggregate yearly sales during the contract term, per calendar year. Payment of rebate shall be determined after award. For example:

A. G|M Rebate:

ITEM NO	AGGREGATE TOTAL	REBATE %
1.	Purchases from $1.00 to $999,999.99	1.00%
2.	Purchases exceeding $1,000,000.00	2.00%
3.	Purchases exceeding $2,00,000.00	3.00%
4.	Purchases exceeding $3,500,000.00 or more	4.00%

G|M REBATE HISTORY
Customer Sales Statistics: County of Orange
(Based on Invoicing 11/15/2017 through 11/14/2021)

Contract Period	Description	Rebate Amount
2017-18	Co of Orange Rebate for FY Period 11/15/2017 to 11/14/2018	$ 118,203.52
2018-19	Co of Orange Rebate for FY Period 11/15/2018 to 11/14/2019	$ 354,699.13
2019-20	Co of Orange Rebate for FY Period 11/15/2019 to 11/14/2020	$ 885,532.20
2020-21	Co of Orange Rebate for FY Period 11/15/2020 to 11/14/2021	$ 61,251.66
	Total Rebates:	**$ 1,419,686.51**

B. Herman Miller Branded Product Rebate:

Herman Miller will provide the following rebate to the County on an annual basis upon County purchases of Herman Miller products. This rebate is not for Knoll or other MillerKnoll owned product brands, only Herman Miller:

ITEM NO	AGGREGATE TOTAL	REBATE %
A.	County purchases of Herman Miller exceeding $1,000,000	1.00%
B.	County purchases of Herman Miller exceeding $2,500,000	3.00%
C.	County purchases of Herman Miller exceeding $4,000,000	5.00%

VIII. Miscellaneous:

Contractor shall provide a quote for items not listed under Attachment A, Scope of Work shall not to exceed $TBD per item.
Miscellaneous items not listed in the Contract, may be purchased off this Contract. Contractor will provide requesting department with quote and process order once the County department has authorized the order in writing.

Prices shall include all costs, but not limited to, overhead, all necessary labor, transportation, freight, delivery and/or shipping/handling fees, fuel/fuel surcharges, mileage, storage, self-imposed fees and any other costs necessary to provide the item/s requested.

In addition to the commodity requirements and all other terms and conditions provided herein, Contractor shall satisfy the following billing/invoicing procedures for miscellaneous items not named specifically on this attachment. Failure to follow these procedures fully may delay payment of miscellaneous items.

i. An authorized County Department staff member will contact the Contractor to obtain a written quote for any items needed that are not listed above or are of a different quantity than specified.

ii. An authorized County Department staff must obtain a quote for items on the Contract if purchased in different quantities than listed on the Contract.

iii. Contractor to include all charges in the quote including but not limited to; initial set-up fees and/or color matching fees, rush charges (if applicable) and shipping charges.

iv. If the authorized County Department staff member finds the quote satisfactory, the authorized staff member will sign the quote and email or fax it back to the vendor authorizing the purchase. The Contractor under no circumstance shall release or deliver any miscellaneous items without a written quote signed by an authorized County Department staff member, in their possession.

v. Contractor must attach with the invoice a copy of the matching quote with the authorized County Department staff member signature.

vi. The agency/department shall certify on the invoice that the prices are per the signed quote.

ATTACHMENT D
SUBCONTRACTOR(S)

Listed below are subcontractor(s) anticipated to perform services specified in Attachment A. Deletion, substitution, or addition of subcontractor(s) in any given project function shall be allowed only with prior written approval of the County Project Manager

Corporate Name & Corporate Address	Local Office Address*	Contact Name & Telephone Number	Project Function (Division of Work/Trade)	Contractor License Number	DIR Registration Number	DBE If Yes, enter DBE Certification Number	SBA If Yes, enter DUNNS Certification Number	Age of Firm (Years)
MCMURRAY STERN, LLC 15511 Carmenita Road Santa Fe Springs, CA 90670		Dave Cagle (760) 333-3179	SHELVING & RACKING INSTALLATION	1041651	1000791831	N/A		42 YEARS
MOXIEBUILT, INC. 8563 TAY WAY SACRAMENTO, CA 95826	8524 HAMILTON AVENUE HUNTINGTON BEACH, CA 92646	Paul Eckhardt (714) 477-4497	DIRTT Interior Installation	1065842	1000709594	N/A		2 YEARS
MARATHON BUSINESS SOLUTIONS, INC 13821 Newport Ave #105 Tustin, CA 92780		BENNY SAPUTO (562)883-3216	SHELVING & RACKING INSTALLATION	861896	1000024454	N/A		17 YEARS

(* If more than one local address, please use a separate sheet)

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.2

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer

Approved: Joe Mosca, Chief Executive Officer

Subject: RATIFY RATES EFFECTIVE MARCH 20, 2024

Date: April 30, 2024

RECOMMENDED ACTION

Ratify rates effective March 20, 2024.

BACKGROUND

The rate design of the Orange County Power Authority (OCPA) depends on Southern California Edison's (SCE) generation rates and the Power Charge Indifference Adjustments (PCIA). In January 2024, the Board approved the OCPA 2024 rate design. This design includes Basic Choice rates set at a 3% discount to SCE's equivalent generation rates, Smart Choice rates set at 1.0 cent per kWh greater than Basic Choice rates, and 100% Renewable Choice rates set at 1.5 cents per kWh greater than Basic Choice rates.

On June 1, 2023, SCE filed its annual Energy Resource Recovery Account (ERRA) Forecast application with the California Public Utilities Commission (CPUC). The annual ERRA Forecast application updates SCE's bundled generation and PCIA rates based on market forecasts for the following year and balancing account true-ups accrued in the current year. On December 28, 2023, SCE filed an advice letter to update its electric rates effective January 1, 2024, to reflect the final ERRA Forecast and related balancing accounts.

On February 27, 2024, SCE filed an advice letter to again, update its electric rates, effective March 1, 2024. The March 2024 update was filed to reflect SCE's new cost of capital approved by the CPUC. The impact of this SCE rate update on OCPA rates is minimal, at approximately -0.01%.

ANALYSIS AND DISCUSSION

Due to Calpine's billing system requirements, OCPA's rates became effective on March 20, 2024. The attached March 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 March 2024 rates has no fiscal impact.

ATTACHMENTS

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

Effective: Mar 20, 2024

RESIDENTIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
DOMESTIC					
GENERATION CHARGE ($/KWH)	YEAR-ROUND	$ 0.14302	$ 0.15302	$ 0.15802	All electric usage
TOU-D-4					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.27413	$ 0.28413	$ 0.28913	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.16274	$ 0.17274	$ 0.17774	4pm - 9pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	$ 0.10132	$ 0.11132	$ 0.11632	All other hours
	WINTER MID-PEAK	$ 0.20526	$ 0.21526	$ 0.22026	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.12740	$ 0.13740	$ 0.14240	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.10850	$ 0.11850	$ 0.12350	8am - 4pm, every day
TOU-D-5					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.41706	$ 0.42706	$ 0.43206	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.23124	$ 0.24124	$ 0.24624	5pm - 8pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	$ 0.09244	$ 0.10244	$ 0.10744	All other hours
	WINTER MID-PEAK	$ 0.29056	$ 0.30056	$ 0.30556	5pm - 8pm, every day
	WINTER OFF-PEAK	$ 0.12615	$ 0.13615	$ 0.14115	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.09826	$ 0.10826	$ 0.11326	8am - 5pm, every day
TOU-D-A					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.33103	$ 0.34103	$ 0.34603	2pm - 8pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.13805	$ 0.14805	$ 0.15305	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	SUMMER SUPER OFF-PEAK	$ 0.09714	$ 0.10714	$ 0.11214	10pm - 8am, every day
	WINTER ON-PEAK	$ 0.19649	$ 0.20649	$ 0.21149	2pm - 8pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.10505	$ 0.11505	$ 0.12005	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	WINTER SUPER OFF-PEAK	$ 0.09938	$ 0.10938	$ 0.11438	10pm - 8am, every day
TOU-D-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.50300	$ 0.51300	$ 0.51800	2pm - 8pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.13800	$ 0.14800	$ 0.15300	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	SUMMER SUPER OFF-PEAK	$ 0.04796	$ 0.05796	$ 0.06296	10pm - 8am, every day
	WINTER ON-PEAK	$ 0.18952	$ 0.19952	$ 0.20452	2pm - 8pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.10505	$ 0.11505	$ 0.12005	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	WINTER SUPER OFF-PEAK	$ 0.04908	$ 0.05908	$ 0.06408	10pm - 8am, every day
TOU-D-PRIME					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.35971	$ 0.36971	$ 0.37471	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12777	$ 0.13777	$ 0.14277	4pm - 9pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	$ 0.08518	$ 0.09518	$ 0.10018	All other hours
	WINTER MID-PEAK	$ 0.32482	$ 0.33482	$ 0.33982	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07193	$ 0.08193	$ 0.08693	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.07193	$ 0.08193	$ 0.08693	8am - 4pm, every day
TOU-D-T					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.18129	$ 0.19129	$ 0.19629	12pm - 6pm, Monday - Friday except holidays*
	SUMMER OFF-PEAK	$ 0.16477	$ 0.17477	$ 0.17977	All other hours
	WINTER ON-PEAK	$ 0.13352	$ 0.14352	$ 0.14852	12pm - 6pm, Monday - Friday except holidays*
	WINTER OFF-PEAK	$ 0.12135	$ 0.13135	$ 0.13635	All other hours
TOU-EV-1					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.35256	$ 0.36256	$ 0.36756	12pm - 9pm, every day
	SUMMER OFF-PEAK	$ 0.04755	$ 0.05755	$ 0.06255	9pm -12pm, every day
	WINTER ON-PEAK	$ 0.15535	$ 0.16535	$ 0.17035	12pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.05899	$ 0.06899	$ 0.07399	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: Mar 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	$ 0.15441	$ 0.16441	$ 0.16941	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.14096	$ 0.15096	$ 0.15596	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09779	$ 0.10779	$ 0.11279	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.14630	$ 0.15630	$ 0.16130	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10789	$ 0.11789	$ 0.12289	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.08467	$ 0.09467	$ 0.09967	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00055)	$ (0.00055)	$ (0.00055)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00108)	$ (0.00108)	$ (0.00108)	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	$ 19.54	$ 19.54	$ 19.54	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 6.00	$ 6.00	$ 6.00	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	$ 0.53297	$ 0.54297	$ 0.54797	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.15342	$ 0.16342	$ 0.16842	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.11415	$ 0.12415	$ 0.12915	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.22471	$ 0.23471	$ 0.23971	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.13181	$ 0.14181	$ 0.14681	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.07665	$ 0.08665	$ 0.09165	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	$ 0.57468	$ 0.58468	$ 0.58968	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.16889	$ 0.17889	$ 0.18389	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.12163	$ 0.13163	$ 0.13663	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.21354	$ 0.22354	$ 0.22854	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.12282	$ 0.13282	$ 0.13782	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.07235	$ 0.08235	$ 0.08735	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-A					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.20131	$ 0.21131	$ 0.21631	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.18930	$ 0.19930	$ 0.20430	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.18275	$ 0.19275	$ 0.19775	All other hours
	WINTER MID-PEAK	$ 0.13890	$ 0.14890	$ 0.15390	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	$ 0.11694	$ 0.12694	$ 0.13194	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.11039	$ 0.12039	$ 0.12539	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.10682	$ 0.11682	$ 0.12182	All other hours
	WINTER MID-PEAK	$ 0.13890	$ 0.14890	$ 0.15390	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.12658	$ 0.13658	$ 0.14158	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 14.34	$ 14.34	$ 14.34	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 4.66	$ 4.66	$ 4.66	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
TOU-GS-2-D					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.15002	$ 0.16002	$ 0.16502	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.13824	$ 0.14824	$ 0.15324	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09460	$ 0.10460	$ 0.10960	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.10662	$ 0.11662	$ 0.12162	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10716	$ 0.11716	$ 0.12216	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06408	$ 0.07408	$ 0.07908	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	$ 24.78	$ 24.78	$ 24.78	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 6.51	$ 6.51	$ 6.51	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.56)	$ (0.56)	$ (0.56)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (1.29)	$ (1.29)	$ (1.29)	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	$ 0.46517	$ 0.47517	$ 0.48017	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.13824	$ 0.14824	$ 0.15324	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09460	$ 0.10460	$ 0.10960	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.15661	$ 0.16661	$ 0.17161	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10716	$ 0.11716	$ 0.12216	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06408	$ 0.07408	$ 0.07908	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	$ 6.96	$ 6.96	$ 6.96	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	$ 0.11313	$ 0.12313	$ 0.12813	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10689	$ 0.11689	$ 0.12189	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	$ 0.10347	$ 0.11347	$ 0.11847	All other hours
	WINTER MID-PEAK	$ 0.13390	$ 0.14390	$ 0.14890	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08586	$ 0.09586	$ 0.10086	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 17.18	$ 17.18	$ 17.18	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 5.78	$ 5.78	$ 5.78	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-GS-2-R					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.34007	$ 0.35007	$ 0.35507	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.17025	$ 0.18025	$ 0.18525	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.10347	$ 0.11347	$ 0.11847	All other hours
	WINTER MID-PEAK	$ 0.13390	$ 0.14390	$ 0.14890	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08586	$ 0.09586	$ 0.10086	All other hours
	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

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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	$ 0.13985	$ 0.14985	$ 0.15485	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12893	$ 0.13893	$ 0.14393	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09227	$ 0.10227	$ 0.10727	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.10401	$ 0.11401	$ 0.11901	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10455	$ 0.11455	$ 0.11955	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06251	$ 0.07251	$ 0.07751	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)	$ (0.00241)	$ (0.00241)	$ (0.00241)	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	$ 21.27	$ 21.27	$ 21.27	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 7.70	$ 7.70	$ 7.70	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	$ 0.38185	$ 0.39185	$ 0.39685	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12893	$ 0.13893	$ 0.14393	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09227	$ 0.10227	$ 0.10727	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.15772	$ 0.16772	$ 0.17272	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10455	$ 0.11455	$ 0.11955	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06251	$ 0.07251	$ 0.07751	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00201)	$ (0.00201)	$ (0.00201)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00450)	$ (0.00450)	$ (0.00450)	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	$ 0.10815	$ 0.11815	$ 0.12315	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10204	$ 0.11204	$ 0.11704	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	$ 0.09893	$ 0.10893	$ 0.11393	All other hours
	WINTER MID-PEAK	$ 0.13296	$ 0.14296	$ 0.14796	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08414	$ 0.09414	$ 0.09914	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 14.25	$ 14.25	$ 14.25	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	$ 0.28359	$ 0.29359	$ 0.29859	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.14794	$ 0.15794	$ 0.16294	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.09893	$ 0.10893	$ 0.11393	All other hours
	WINTER MID-PEAK	$ 0.13296	$ 0.14296	$ 0.14796	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08414	$ 0.09414	$ 0.09914	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00236)	$ (0.00236)	$ (0.00236)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00532)	$ (0.00532)	$ (0.00532)	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	$ 0.13769	$ 0.14769	$ 0.15269	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12693	$ 0.13693	$ 0.14193	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09103	$ 0.10103	$ 0.10603	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.10266	$ 0.11266	$ 0.11766	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10319	$ 0.11319	$ 0.11819	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06157	$ 0.07157	$ 0.07657	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 22.14	$ 22.14	$ 22.14	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	$ 0.13222	$ 0.14222	$ 0.14722	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12213	$ 0.13213	$ 0.13713	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08752	$ 0.09752	$ 0.10252	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.09884	$ 0.10884	$ 0.11384	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09954	$ 0.10954	$ 0.11454	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05947	$ 0.06947	$ 0.07447	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 21.31	$ 21.31	$ 21.31	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 7.98	$ 7.98	$ 7.98	4pm - 9pm, Monday - Friday
TOU-8-SUB-D					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.12407	$ 0.13407	$ 0.13907	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.11491	$ 0.12491	$ 0.12991	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08197	$ 0.09197	$ 0.09697	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.09261	$ 0.10261	$ 0.10761	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09356	$ 0.10356	$ 0.10856	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05592	$ 0.06592	$ 0.07092	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	$ 23.51	$ 23.51	$ 23.51	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 7.60	$ 7.60	$ 7.60	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	$ 0.36495	$ 0.37495	$ 0.37995	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12693	$ 0.13693	$ 0.14193	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09103	$ 0.10103	$ 0.10603	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.14662	$ 0.15662	$ 0.16162	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10319	$ 0.11319	$ 0.11819	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06157	$ 0.07157	$ 0.07657	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 6.22	$ 6.22	$ 6.22	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	$ 0.34744	$ 0.35744	$ 0.36244	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12213	$ 0.13213	$ 0.13713	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08752	$ 0.09752	$ 0.10252	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.16804	$ 0.17804	$ 0.18304	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09954	$ 0.10954	$ 0.11454	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05947	$ 0.06947	$ 0.07447	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 5.23	$ 5.23	$ 5.23	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	$ 0.37933	$ 0.38933	$ 0.39433	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.11491	$ 0.12491	$ 0.12991	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08197	$ 0.09197	$ 0.09697	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.14838	$ 0.15838	$ 0.16338	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09356	$ 0.10356	$ 0.10856	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05592	$ 0.06592	$ 0.07092	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	$ 1.09	$ 1.09	$ 1.09	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	$ 0.10659	$ 0.11659	$ 0.12159	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10027	$ 0.11027	$ 0.11527	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.09750	$ 0.10750	$ 0.11250	All other hours
	WINTER MID-PEAK	$ 0.12670	$ 0.13670	$ 0.14170	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08412	$ 0.09412	$ 0.09912	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 15.24	$ 15.24	$ 15.24	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 5.01	$ 5.01	$ 5.01	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-8-PRI-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.10271	$ 0.11271	$ 0.11771	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.09626	$ 0.10626	$ 0.11126	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.09397	$ 0.10397	$ 0.10897	All other hours
	WINTER MID-PEAK	$ 0.13077	$ 0.14077	$ 0.14577	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08265	$ 0.09265	$ 0.09765	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 15.00	$ 15.00	$ 15.00	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 4.82	$ 4.82	$ 4.82	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-8-SUB-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.09624	$ 0.10624	$ 0.11124	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.08996	$ 0.09996	$ 0.10496	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.08807	$ 0.09807	$ 0.10307	All other hours
	WINTER MID-PEAK	$ 0.12100	$ 0.13100	$ 0.13600	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.07826	$ 0.08826	$ 0.09326	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	$ 17.13	$ 17.13	$ 17.13	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 5.55	$ 5.55	$ 5.55	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	$ 0.28167	$ 0.29167	$ 0.29667	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.14289	$ 0.15289	$ 0.15789	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.09750	$ 0.10750	$ 0.11250	All other hours
	WINTER MID-PEAK	$ 0.12670	$ 0.13670	$ 0.14170	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08412	$ 0.09412	$ 0.09912	All other hours
TOU-8-PRI-R					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.27239	$ 0.28239	$ 0.28739	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.13469	$ 0.14469	$ 0.14969	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.09397	$ 0.10397	$ 0.10897	All other hours
	WINTER MID-PEAK	$ 0.13077	$ 0.14077	$ 0.14577	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08265	$ 0.09265	$ 0.09765	All other hours
TOU-8-SUB-R					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.26936	$ 0.27936	$ 0.28436	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12801	$ 0.13801	$ 0.14301	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.08807	$ 0.09807	$ 0.10307	All other hours
	WINTER MID-PEAK	$ 0.12100	$ 0.13100	$ 0.13600	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.07826	$ 0.08826	$ 0.09326	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	$ 0.13769	$ 0.14769	$ 0.15269	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12693	$ 0.13693	$ 0.14193	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09103	$ 0.10103	$ 0.10603	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.10266	$ 0.11266	$ 0.11766	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10319	$ 0.11319	$ 0.11819	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06157	$ 0.07157	$ 0.07657	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 22.14	$ 22.14	$ 22.14	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	$ 0.13222	$ 0.14222	$ 0.14722	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12213	$ 0.13213	$ 0.13713	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08752	$ 0.09752	$ 0.10252	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.09884	$ 0.10884	$ 0.11384	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09954	$ 0.10954	$ 0.11454	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05947	$ 0.06947	$ 0.07447	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 21.31	$ 21.31	$ 21.31	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 7.98	$ 7.98	$ 7.98	4pm - 9pm, Monday - Friday
TOU-8-SUB-RBU					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.12407	$ 0.13407	$ 0.13907	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.11491	$ 0.12491	$ 0.12991	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08197	$ 0.09197	$ 0.09697	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.09261	$ 0.10261	$ 0.10761	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09356	$ 0.10356	$ 0.10856	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05592	$ 0.06592	$ 0.07092	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	$ 23.51	$ 23.51	$ 23.51	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 7.60	$ 7.60	$ 7.60	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	$ 0.40366	$ 0.41366	$ 0.41866	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.15342	$ 0.16342	$ 0.16842	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.12886	$ 0.13886	$ 0.14386	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.22471	$ 0.23471	$ 0.23971	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.14884	$ 0.15884	$ 0.16384	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.07665	$ 0.08665	$ 0.09165	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	$ 0.44529	$ 0.45529	$ 0.46029	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.13824	$ 0.14824	$ 0.15324	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.11067	$ 0.12067	$ 0.12567	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.19187	$ 0.20187	$ 0.20687	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.12717	$ 0.13717	$ 0.14217	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06408	$ 0.07408	$ 0.07908	8am - 4pm, every day
	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)	$ (0.00630)	$ (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	$ 0.34416	$ 0.35416	$ 0.35916	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12693	$ 0.13693	$ 0.14193	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.10205	$ 0.11205	$ 0.11705	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.17764	$ 0.18764	$ 0.19264	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.11485	$ 0.12485	$ 0.12985	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06157	$ 0.07157	$ 0.07657	8am - 4pm, every day
TOU-EV-9-PRI					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.31682	$ 0.32682	$ 0.33182	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12213	$ 0.13213	$ 0.13713	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09706	$ 0.10706	$ 0.11206	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.17690	$ 0.18690	$ 0.19190	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10888	$ 0.11888	$ 0.12388	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05947	$ 0.06947	$ 0.07447	8am - 4pm, every day
TOU-EV-9-SUB					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.30815	$ 0.31815	$ 0.32315	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.11491	$ 0.12491	$ 0.12991	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09060	$ 0.10060	$ 0.10560	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.15763	$ 0.16763	$ 0.17263	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10117	$ 0.11117	$ 0.11617	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05592	$ 0.06592	$ 0.07092	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00113)	$ (0.00113)	$ (0.00113)	All electric usage

Effective: Mar 20, 2024

AGRICULTURE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-2-D					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.15062	$ 0.16062	$ 0.16562	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.13875	$ 0.14875	$ 0.15375	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09729	$ 0.10729	$ 0.11229	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.12145	$ 0.13145	$ 0.13645	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09994	$ 0.10994	$ 0.11494	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.08772	$ 0.09772	$ 0.10272	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00113)	$ (0.00113)	$ (0.00113)	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	$ 13.62	$ 13.62	$ 13.62	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	$ 0.28398	$ 0.29398	$ 0.29898	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.26877	$ 0.27877	$ 0.28377	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09219	$ 0.10219	$ 0.10719	8pm - 5pm, every day
	WINTER MID-PEAK	$ 0.12764	$ 0.13764	$ 0.14264	5pm - 8pm, every day
	WINTER OFF-PEAK	$ 0.10487	$ 0.11487	$ 0.11987	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.09191	$ 0.10191	$ 0.10691	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	$ 13.03	$ 13.03	$ 13.03	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

Effective: Mar 20, 2024

AGRICULTURE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-2-E					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.46870	$ 0.47870	$ 0.48370	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.13875	$ 0.14875	$ 0.15375	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09729	$ 0.10729	$ 0.11229	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.13805	$ 0.14805	$ 0.15305	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.11316	$ 0.12316	$ 0.12816	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.09898	$ 0.10898	$ 0.11398	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	$ 0.76917	$ 0.77917	$ 0.78417	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.26877	$ 0.27877	$ 0.28377	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09219	$ 0.10219	$ 0.10719	8pm - 5pm, every day
	WINTER MID-PEAK	$ 0.13859	$ 0.14859	$ 0.15359	5pm - 8pm, every day
	WINTER OFF-PEAK	$ 0.11359	$ 0.12359	$ 0.12859	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.09936	$ 0.10936	$ 0.11436	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00181)	$ (0.00181)	$ (0.00181)	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	$ 0.30146	$ 0.31146	$ 0.31646	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.14651	$ 0.15651	$ 0.16151	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.10450	$ 0.11450	$ 0.11950	All other hours
	WINTER MID-PEAK	$ 0.13694	$ 0.14694	$ 0.15194	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.09600	$ 0.10600	$ 0.11100	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	$ 0.11431	$ 0.12431	$ 0.12931	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10687	$ 0.11687	$ 0.12187	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.10450	$ 0.11450	$ 0.11950	All other hours
	WINTER MID-PEAK	$ 0.13694	$ 0.14694	$ 0.15194	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.09600	$ 0.10600	$ 0.11100	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 9.66	$ 9.66	$ 9.66	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 2.96	$ 2.96	$ 2.96	8am - 12pm & 6pm - 11pm, Monday - Friday
	WINTER WIND MACHINE CREDIT ($/kW)	$ (9.76)	$ (9.76)	$ (9.76)	All electric usage

Effective: Mar 20, 2024

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	$ 0.13278	$ 0.14278	$ 0.14778	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12252	$ 0.13252	$ 0.13752	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08656	$ 0.09656	$ 0.10156	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.10631	$ 0.11631	$ 0.12131	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10689	$ 0.11689	$ 0.12189	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06378	$ 0.07378	$ 0.07878	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)	$ (0.00244)	$ (0.00244)	$ (0.00244)	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	$ 14.53	$ 14.53	$ 14.53	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	$ 0.24368	$ 0.25368	$ 0.25868	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.23075	$ 0.24075	$ 0.24575	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08238	$ 0.09238	$ 0.09738	8pm - 5pm, every day
	WINTER MID-PEAK	$ 0.10883	$ 0.11883	$ 0.12383	5pm - 8pm, every day
	WINTER OFF-PEAK	$ 0.10942	$ 0.11942	$ 0.12442	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06501	$ 0.07501	$ 0.08001	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00114)	$ (0.00114)	$ (0.00114)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00250)	$ (0.00250)	$ (0.00250)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00255)	$ (0.00255)	$ (0.00255)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 13.93	$ 13.93	$ 13.93	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)	$ (0.22)	$ (0.22)	$ (0.22)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.49)	$ (0.49)	$ (0.49)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.49)	$ (0.49)	$ (0.49)	5pm - 8pm, Monday - Friday
TOU-PA-3-E					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.40319	$ 0.41319	$ 0.41819	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12252	$ 0.13252	$ 0.13752	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08656	$ 0.09656	$ 0.10156	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.14499	$ 0.15499	$ 0.15999	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.11875	$ 0.12875	$ 0.13375	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05337	$ 0.06337	$ 0.06837	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)	$ (0.00388)	$ (0.00388)	$ (0.00388)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00392)	$ (0.00392)	$ (0.00392)	All electric usage

Effective: Mar 20, 2024

AGRICULTURE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-3-E5					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.65127	$ 0.66127	$ 0.66627	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.23075	$ 0.24075	$ 0.24575	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08238	$ 0.09238	$ 0.09738	8pm - 5pm, every day
	WINTER MID-PEAK	$ 0.15092	$ 0.16092	$ 0.16592	5pm - 8pm, every day
	WINTER OFF-PEAK	$ 0.12348	$ 0.13348	$ 0.13848	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05509	$ 0.06509	$ 0.07009	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	$ 0.26397	$ 0.27397	$ 0.27897	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12784	$ 0.13784	$ 0.14284	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.09272	$ 0.10272	$ 0.10772	All other hours
	WINTER MID-PEAK	$ 0.12002	$ 0.13002	$ 0.13502	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08845	$ 0.09845	$ 0.10345	All other hours
TOU-PA-3-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.10125	$ 0.11125	$ 0.11625	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.09467	$ 0.10467	$ 0.10967	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.09272	$ 0.10272	$ 0.10772	All other hours
	WINTER MID-PEAK	$ 0.12002	$ 0.13002	$ 0.13502	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.08845	$ 0.09845	$ 0.10345	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 10.23	$ 10.23	$ 10.23	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 3.00	$ 3.00	$ 3.00	8am - 12pm & 6pm - 11pm, Monday - Friday

Effective: Mar 20, 2024

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	$ 0.09607	$ 0.10607	$ 0.11107	All electric usage
LS-3					
GENERATION CHARGE ($/KWH)	YEAR-ROUND	$ 0.09619	$ 0.10619	$ 0.11119	All electric usage
AL-2-F					
GENERATION CHARGE ($/KWH)	YEAR-ROUND	$ 0.09619	$ 0.10619	$ 0.11119	All electric usage
AL-2-GF					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.20131	$ 0.21131	$ 0.21631	8am - 4pm, every day
	SUMMER OFF-PEAK	$ 0.09619	$ 0.10619	$ 0.11119	All other hours
	WINTER ON-PEAK	$ 0.13890	$ 0.14890	$ 0.15390	8am - 4pm, every day
	WINTER OFF-PEAK	$ 0.09619	$ 0.10619	$ 0.11119	All other hours
TC-1					
GENERATION CHARGE ($/KWH)	YEAR-ROUND	$ 0.12778	$ 0.13778	$ 0.14278	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: Mar 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: Mar 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]	$ 0.00077	2022
GS-1[2]	$ (0.01592)	2021
TC-1[3]	$ (0.01691)	2021
GS-2[4]	$ (0.01669)	2021
TOU-GS-3[5]	$ (0.01621)	2021
TOU-8-Sec[6]	$ (0.01580)	2021
TOU-8-Pri[6]	$ (0.01546)	2021
TOU-8-Sub[6]	$ (0.01461)	2021
Small AG[7]	$ (0.01636)	2021
Large AG[8]	$ (0.01616)	2021
St. Lighting[9]	$ (0.02040)	2021

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.3

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer
Owen Lee, Director of Finance & Data Analytics
Gabriele Friedman, Senior Human Resources Analyst

Approved By: Joe Mosca, Chief Executive Officer

Subject: APPROVAL OF OCPA SALARY GRADES AND EMPLOYEE SALARY RANGES, EMPLOYEE BENEFITS PROGRAM UPDATES, AND EMPLOYEE PERSONNEL POLICIES MANUAL UPDATES

Date: April 30, 2024

RECOMMENDED ACTION

1. Approve the OCPA Salary Grades and Employee Salary Ranges as proposed in Attachment 1.
2. Approve updates and revisions to the OCPA Employee Benefits Program, as proposed in Attachment 2.
3. Approve modifications to OCPA's Employee Personnel Policies Manual, as specified in Attachment 3.

BACKGROUND

On December 21, 2021, the Board adopted the OCPA Personnel Policies Manual and authorized the OCPA Employee Benefits Program for non-executive employees. On January 11, 2022, the Board extended this authorization to include executive employees in the OCPA Personnel Policies Manual and the OCPA Employee Benefits Program.

On December 13, 2022, the Board approved the first OCPA Employee Salary Ranges. The maximum salary (control point) was generally benchmarked against the mid-point salary value from the Clean Power Alliance's (CPA) 2020 salary survey, which was conducted by Mercer, a leading Human Resources and Compensation consulting firm. This benchmarking also took into account variations in job responsibilities.

In August 2023, OCPA, in collaboration with four other Community Choice Aggregators (CCAs) - Central Coast Community Energy, San Diego Community Power, Sonoma Clean Power, and Peninsula Clean Energy - engaged Mercer for a special project: the CCA 2023 Custom Compensation Survey Study. The purpose of this study was to analyze and update OCPA's Employee Salary Ranges and Benefits Program to ensure competitiveness across CCAs and various industries. This effort aims to attract and retain talented staff. In early February 2024, Mercer finalized their survey study report for OCPA. It is important to note that OCPA salaries were initially determined based on another CCA's 2020 mid-point salary level. Due to inflation and shifts in the current job market, salaries have increased significantly in recent years. It is now an employee-driven market, and finding and retaining qualified candidates, especially for more technical positions, has become particularly challenging. Moreover, retaining our dedicated and hardworking team members is crucial, as the time and cost of training and replacing them are significant, resulting in a loss of experience and productivity. Given these factors, it is imperative

that OCPA adjusts its salary ranges according to the latest market trends to maintain its competitive edge.

ANALYSIS AND DISCUSSION

OCPA is committed to delivering high levels of renewable energy and impactful programs at competitive rates. Overseeing annual net revenues exceeding $382 million, OCPA adeptly manages the market risks inherent in the sector. The agency's agility is a testament to its proficiency in navigating the complexities of the ever-evolving energy industry, marked by intricate political and regulatory landscapes. This dynamic capability is bolstered by OCPA's strategic analysis of over 250 million rows of hourly data from extensive datasets, derived from more than 260,000 meters annually. With a focus on efficiency and expertise, OCPA operates with a highly specialized, compact team. For the fiscal year 2023/24, the amended staffing expenses, including benefits, are projected to account for merely 1% of net revenue, illustrating the agency's lean operational model. Notably, OCPA is free from the burden of long-term pension liabilities.

Mercer's Key Methodology

The study covers 39 roles within 8 functional areas. With the exception of executive roles, each functional area comprises levels of Director, Manager, and Professional, with the latter including Expert, Senior, Intermediate, and/or Entry levels. The functional areas covered are:

1. Executive
2. Customer Service/Care
3. Finance
4. Human Resources/Administration
5. Marketing/Program Management
6. Power
7. Regulatory Affairs
8. Technology/Data

The scope for executive roles includes industry, size (0.5x to 2.0x revenue), and geography. Non-executive roles are scoped based on industry and geography, without considering size.

Comparison of OCPA with four markets:

1. CCAs – Analysis based on customer data from the six participating CCAs[1].
2. General Industry – Utilization of survey data published by Mercer.
3. Energy/Utilities – Utilization of survey data published by Mercer.
4. Public Sector – Utilization of survey data published by Mercer.

Compensation market data comprises:

1. Base salary.
2. Total Cash Compensation (TCC), including base salary and short-term incentives, such as bonuses.
3. Benefits, covering retirement savings, health group plans, paid leave, and life and disability insurance coverage.

Mercer's Benchmarking Assessment Summary – Base Salary and TCC

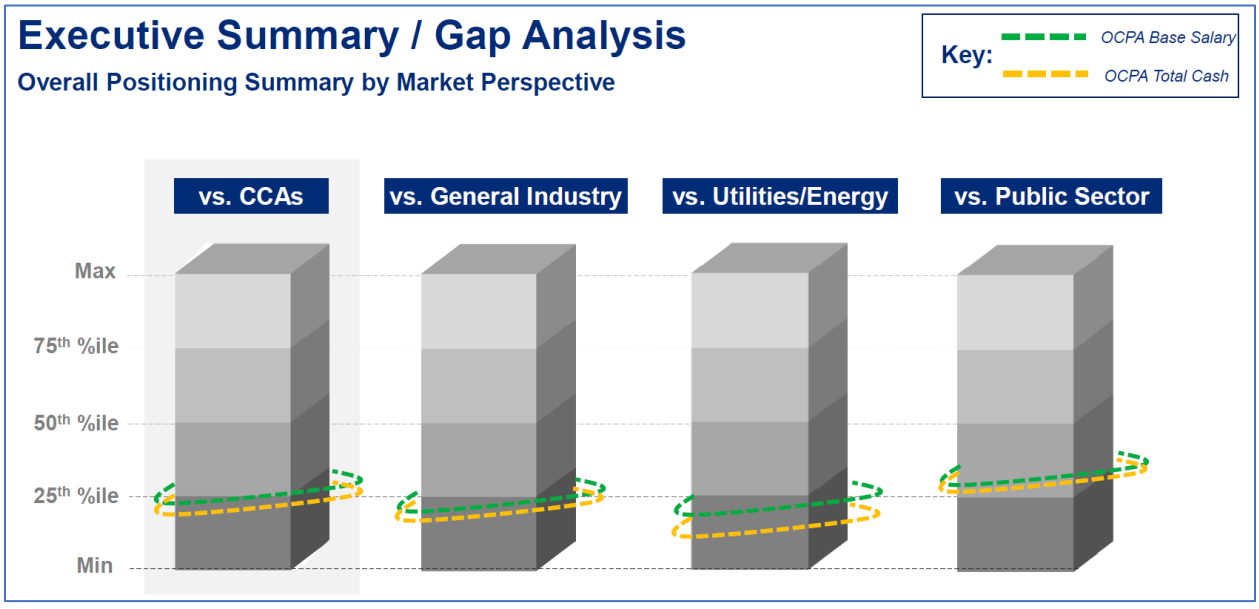
Mercer benchmarked 15 OCPA positions, comparing OCPA's compensation to market data. This data is customized to each employee's actual roles and responsibilities, which may be scoped slightly lower or above the defined market parameters. Complete results of the compensation

[1] Central Coast Community Energy, San Diego Community Power, Sonoma Clean Power, Peninsula Clean Energy, Clean Power Alliance, and Ava Community Energy.

portion of the study are provided in Mercer's CCA 2023 Custom Compensation Survey Study (Attachment 5).

- **CCAs:** On average, OCPA's base salary and TCC fall slightly below the 25th percentile compared to other CCAs. Variation exists by functional area, job, and individual employee, which may be justified by differences in experience, qualifications, or performance.
- **General Industry:** Similar to the CCAs market, OCPA's base salary and TCC fall slightly below the 25th percentile compared to other general industry entities. While the base salary is competitive for most functional areas, OCPA's overall base salary is 15-20% below the market median, primarily due to below-market executive pay. Its TCC is also less competitively positioned.
- **Energy/Utilities:** OCPA's base salary and TCC fall substantially below the 25th percentile compared to other entities within the energy/utilities sector. The base salary is 15-20% below the market median, and its TCC is less competitively positioned.
- **Public Sector:** OCPA's base salary and TCC are slightly above the 25th percentile compared to other public sector entities. Despite OCPA's base salary being at or above the market for most functional areas, its overall base salary is 15-20% below the market median, primarily due to below-market executive pay.

The chart below summarizes the benchmarking results, clearly showing that OCPA struggles to compete for talent, with its base salary and TCC predominantly placing around the 25th percentile across four markets.



OCPA's Proposed Salary Grades and Ranges

Establishing OCPA's Salary Grades ensures equitable and transparent compensation, with each position assigned to a specific salary grade. This strategy enhances recruitment and retention by offering clear career progression paths. It simplifies salary administration and aligns with market standards, thereby motivating employees with clear advancement opportunities and performance incentives, supporting OCPA's objectives and growth.

Following the review of Mercer's survey study and feedback from Mercer's Advisor, OCPA's proposed salary range methodology is outlined as follows:

- The high end, or maximum, of the salary range is determined by the highest 50th percentile of TCC from appropriate industry benchmarks, excluding exceptionally high or outlier benchmarks.
- The low end, or minimum, of the salary range[2] is based on the CPA's 2023 Salary Range Spread percentages, with C-level and Power Director positions at 70%, Directors at 56%, and Manager/Professional at 44%.
- To maintain morale, staff proposed maintaining the current board-approved maximum salary level for six roles whose current salary maximum exceeds Mercer's proposed maximum for these roles.
- The proposed ranges utilize TCC benchmarks from appropriate industries instead of base salary benchmarks, thus eliminating the need to design a short-term incentive or bonus structure.
- Mercer's Median Deviation Summary data is utilized for the existing 15 OCPA positions.
- Mercer's Compensation Market data is utilized for vacant or future OCPA positions.

This methodology establishes a framework for equitable and consistent compensation decisions. It recognizes the unique expertise of many OCPA employees and facilitates career advancement opportunities. Specifically tailored to meet OCPA's requirements, this flexible and sustainable structure supports the agency's growth and transformation.

The chart below shows the proposed 33 salary grades, including their ranges, salary range spreads, and the appropriate industry benchmarks, as derived from Mercer's survey study results. Currently, 21 of these salary grades are in use (highlighted in yellow), leaving 12 salary grades available for future positions. A detailed chart, including the board-approved 26 full-time equivalents (FTEs) for FY2023/24, is included in the attached Proposed OCPA Salary Grades and Employee Salary Ranges (Attachment 1).

[2] Minimum = Maximum / (1 + Salary Range Spread)

			Salary Range (in '000)		Range Spread	Appropriate Industry Benchmarks
	Grade	Functional Area Role	Minimum	Maximum	%	
1	CEO	Chief Executive Officer	Board Negotiation		70%	Note: Based on CCA and Public Sector markets analysis, the proposed salary range for the CEO Grade is $396.8k to 674.5k.
2	CFO	Chief Financial Officer	$ 262.4	$ 446.0	70%	CCA and Public Sector markets only
3	COO	Chief Operating Officer	$ 210.3	$ 357.5	70%	CCA and Public Sector markets only
4	CS5	Customer Service/Care - Director	$ 126.9	$ 198.3	56%	All 4 markets
5	CS4	Customer Service/Care - Manager	$ 114.0	$ 164.2	44%	All 4 markets
6	CS2	Customer Service/Care - Intermediate Professional	$ 86.0	$ 123.9	44%	All 4 markets
7	CS1	Customer Service/Care - Entry Professional	$ 59.7	$ 85.9	44%	All 4 markets
8	FN5	Finance - Director	$ 192.0	$ 300.0	56%	All 4 markets
9	FN4	Finance - Manager	$ 139.0	$ 200.2	44%	All 4 markets
10	FN3	Finance - Senior Professional	$ 104.5	$ 150.5	44%	All 4 markets
11	FN2	Finance - Intermediate Professional	$ 72.6	$ 104.5	44%	All 4 markets
12	HA5	HR/Administration - Director	$ 139.2	$ 217.5	56%	CCA, General Industry, and Public Sector markets only
13	HA4	HR/Administration - Manager	$ 110.4	$ 159.0	44%	CCA, General Industry, and Public Sector markets only
14	HA3	HR/Administration - Senior Professional	$ 87.2	$ 125.6	44%	OCPA Current Salary Range
15	HA2	HR/Administration - Intermediate Professional	$ 66.9	$ 96.3	44%	CCA, General Industry, and Public Sector markets only
16	HA1	HR/Administration - Entry Professional	$ 55.3	$ 79.6	44%	CCA, General Industry, and Public Sector markets only
17	MP5	Marketing/Program Management - Director	$ 155.5	$ 242.9	56%	OCPA Current Salary Range
18	MP4	Marketing/Program Management - Manager	$ 147.3	$ 212.1	44%	All 4 markets
19	MP3	Marketing/Program Management - Senior Professional	$ 115.3	$ 166.1	44%	OCPA Current Salary Range
20	MP2	Marketing/Program Management - Intermediate Professional	$ 87.2	$ 125.6	44%	OCPA Current Salary Range
21	MP1	Marketing/Program Management - Entry Professional	$ 74.4	$ 107.2	44%	All 4 markets
22	PW5	Power - Director/Executive	$ 188.8	$ 320.9	70%	CCA market only
23	PW4	Power - Manager	$ 154.0	$ 221.7	44%	CCA market only
24	PW3	Power - Senior Professional	$ 128.8	$ 185.5	44%	CCA market only
25	PW2	Power - Intermediate Professional	$ 96.7	$ 139.2	44%	CCA market only
26	RA5	Regulatory Affairs - Director	$ 165.1	$ 258.0	56%	CCA, General Industry, and Public Sector markets only
27	RA4	Regulatory Affairs - Manager	$ 131.7	$ 189.6	44%	CCA, General Industry, and Public Sector markets only
28	RA3	Regulatory Affairs - Senior Professional	$ 100.2	$ 144.3	44%	OCPA Current Salary Range
29	DT5	Technology/Data - Director	$ 162.8	$ 254.4	56%	All 4 markets
30	DT4	Technology/Data - Manager	$ 144.7	$ 208.3	44%	All 4 markets
31	DT3	Technology/Data - Senior Professional	$ 115.5	$ 166.3	44%	All 4 markets
32	DT2	Technology/Data - Intermediate Professional	$ 100.2	$ 144.3	44%	OCPA Current Salary Range
33	DT1	Technology/Data - Entry Professional	$ 64.2	$ 92.4	44%	All 4 markets
		21 salary grades are in use				

Mercer's Benchmarking Assessment Summary – Employee Benefits Program

Although Mercer's survey study found that OCPA's overall benefits are approximately 1% below the median value of the CCA peer group for Retirement, Health, Paid Leave, and Life & Disability benefits, OCPA's benefits are ranked 5th out of 7 CCAs. This ranking is attributed to a dental plan design that falls below the median, the absence of an employer-subsidized short-term disability plan (with OCPA currently only participating in the California State Disability Insurance program), and a long-term disability plan design that is also below the median. Complete results of the benefits portion of the study are provided in Mercer's CCA 2023 Custom Compensation Survey Study (Attachment 5).

- CCAs: Total benefits package is slightly below the median.
- General Industry: Total benefits package is above the industry median.
- Energy/Utilities: Total benefits package aligns with the median of the utilities/energy sector.
- Public Sector: Total benefits package is slightly below the public sector median.

OCPA's Benefits Plans Position

The benefits study highlights several areas where the OCPA Employee Benefits Program could be more closely aligned with market standards. Below are the findings from Mercer's assessment and the proposed updates to OCPA's benefits:

Mercer's Assessment Summary

Retirement Savings

OCPA's retirement plans are particularly strong, ranking 2nd among 7 CCAs. OCPA contributes 14% to employee retirement plans, compared with the median employer match of 10%.

Health Group Plans

OCPA's overall group health position is below the median, primarily because it offers a dental plan with a less comprehensive design and a higher cost share for most coverages, unlike the fully employer-paid median plan, placing OCPA 7th out of 7 CCAs. This is slightly mitigated by a medical plan that competes well with the median plan design.

Paid Leave

OCPA aligns with the median position among its peer group, ranking 3rd out of 7 CCAs. It provides a total number of days slightly below the median in the first five years of service but compensates by offering a total number of days exceeding the median after ten years. OCPA currently offers 10 scheduled paid holidays and 2 floating holidays, with 13 being the median. Regarding parental leave, OCPA is the only peer CCA in the study that does not offer a paid parental leave plan.

Life and Disability Insurance Coverage

OCPA ranks below the median, at 6th out of 7 CCAs, because it offers a Long-Term Disability plan that is below the median, as its plan covers a maximum of 60% of pay up to $5,000 per month, whereas the median among OCPA's peers provides up to 60% pay with a $10,000 maximum payment per month. OCPA does not currently offer a short-term disability benefit; instead, employees are enrolled in the State of California's short-term disability (SDI) program and pay the full premium. However, it balances this by providing an above-median plan design for Life Insurance, with a flat $200,000 payout.

Proposed Updates to OCPA's Benefits

Health Group Plans

- Amend OCPA's dental benefit to cover employees and their family costs at 100%, aligning with the fully employer-paid median plan for employees and their families, effective July 2024.

Paid Leave

- Initiate a paid parental leave benefit to align with the median plan, which offers 5 weeks at 100% pay replacement, effective July 2024. This leave applies to non-birth parents and adoptive parents as well.

Life and Disability Insurance Coverage

- Amend OCPA's short-term disability benefit by providing an employer-paid plan, ending enrollment in the employee-paid State Disability Insurance (SDI) program, effective July 2024.

A detailed table that compares the proposed updates with the current OCPA benefits is included in the attached Proposed Updates and Revisions to the OCPA Employee Benefits Program (Attachment 2).

FISCAL IMPACT

Staff salary expenses are set through the annual processes of budgeting, hiring, and employee performance reviews. The budget approval process incorporates projections for annual staffing costs, which include potential cost-of-living adjustments, recruitment of newly approved headcounts, the full-year financial effects of existing staff, merit-based salary increases, and changes in employee benefit costs driven by labor policies and market conditions.

The proposed actions on OCPA salary grades and employee salary ranges provide a framework for equity and performance-related salary increases. However, they are not anticipated to have a fiscal impact on staffing costs for FY 2023/24, as the current actual staffing costs are lower than the approved amended budget, due to slower-than-expected hiring.

There will be no fiscal impact in FY 2023/24 on the proposed action to amend dental, paid parental leave, and short-term disability benefits, as these updates will not take effect until the next fiscal year. The fiscal impact of these changes will be included in the FY2024/25 budget packet for board approval in June 2024.

ATTACHMENT

1. Proposed OCPA Salary Grades and Employee Salary Ranges
2. Proposed updates and revisions to the OCPA Employee Benefits Program
3. April 2024 Personnel Policies Manual (Redline)
4. April 2024 Personnel Policies Manual (Clean)
5. Mercer’s CCA 2023 Custom Compensation Survey Study

Proposed OCPA Salary Grades and Employee Salary Ranges

				Salary Range (in '000)		Range Spread	Appropriate Industry Benchmarks
	Grade	**Functional Area Role**	**Approved 26 OCPA Positions for FY23/24**	**Minimum**	**Maximum**	**%**	
1	CEO	Chief Executive Officer	Chief Executive Officer	Board Negotiation		70%	Note: Based on CCA and Public Sector markets analysis, the proposed salary range for the CEO Grade is $396.8k to 674.5k.
2	CFO	Chief Financial Officer	Chief Financial Officer	$ 262.4	$ 446.0	70%	CCA and Public Sector markets only
3	COO	Chief Operating Officer	Chief Operating Officer	$ 210.3	$ 357.5	70%	CCA and Public Sector markets only
4	CS5	Customer Service/Care - Director		$ 126.9	$ 198.3	56%	All 4 markets
5	CS4	Customer Service/Care - Manager		$ 114.0	$ 164.2	44%	All 4 markets
6	CS2	Customer Service/Care - Intermediate Professional	Community Engagement Manager	$ 86.0	$ 123.9	44%	All 4 markets
7	CS1	Customer Service/Care - Entry Professional		$ 59.7	$ 85.9	44%	All 4 markets
8	FN5	Finance - Director	Director of Finance & Data Analytics	$ 192.0	$ 300.0	56%	All 4 markets
9	FN4	Finance - Manager	Finance Manager	$ 139.0	$ 200.2	44%	All 4 markets
10	FN3	Finance - Senior Professional	Financial & Administrative Analyst	$ 104.5	$ 150.5	44%	All 4 markets
11	FN2	Finance - Intermediate Professional		$ 72.6	$ 104.5	44%	All 4 markets
12	HA5	HR/Administration - Director		$ 139.2	$ 217.5	56%	CCA, General Industry, and Public Sector markets only
13	HA4	HR/Administration - Manager	Senior HR Analyst	$ 110.4	$ 159.0	44%	CCA, General Industry, and Public Sector markets only
14	HA3	HR/Administration - Senior Professional	Board Clerk & Assistant to the CEO	$ 87.2	$ 125.6	44%	OCPA Current Salary Range
15	HA2	HR/Administration - Intermediate Professional	IT Specialist	$ 66.9	$ 96.3	44%	CCA, General Industry, and Public Sector markets only
16	HA1	HR/Administration - Entry Professional	Administrative Assistant	$ 55.3	$ 79.6	44%	CCA, General Industry, and Public Sector markets only
17	MP5	Marketing/Program Management - Director	Director of Communications & External Affairs	$ 155.5	$ 242.9	56%	OCPA Current Salary Range
18	MP4	Marketing/Program Management - Manager		$ 147.3	$ 212.1	44%	All 4 markets
19	MP3	Marketing/Program Management - Senior Professional	Management Analyst	$ 115.3	$ 166.1	44%	OCPA Current Salary Range
20	MP2	Marketing/Program Management - Intermediate Professional	Energy Programs Analyst	$ 87.2	$ 125.6	44%	OCPA Current Salary Range
21	MP1	Marketing/Program Management - Entry Professional		$ 74.4	$ 107.2	44%	All 4 markets
22	PW5	Power - Director/Executive	Director of Power Resources	$ 188.8	$ 320.9	70%	CCA market only
23	PW4	Power - Manager	Trading Manager	$ 154.0	$ 221.7	44%	CCA market only
24	PW3	Power - Senior Professional	Risk Management / Energy Contract & Compliance Analyst	$ 128.8	$ 185.5	44%	CCA market only
25	PW2	Power - Intermediate Professional		$ 96.7	$ 139.2	44%	CCA market only
26	RA5	Regulatory Affairs - Director		$ 165.1	$ 258.0	56%	CCA, General Industry, and Public Sector markets only
27	RA4	Regulatory Affairs - Manager	Regulatory & Legislative Manager	$ 131.7	$ 189.6	44%	CCA, General Industry, and Public Sector markets only
28	RA3	Regulatory Affairs - Senior Professional	External Affairs Manager (x2)	$ 100.2	$ 144.3	44%	OCPA Current Salary Range
29	DT5	Technology/Data - Director		$ 162.8	$ 254.4	56%	All 4 markets
30	DT4	Technology/Data - Manager	Rates & Billing Operations / Data & Systems Manager	$ 144.7	$ 208.3	44%	All 4 markets
31	DT3	Technology/Data - Senior Professional		$ 115.5	$ 166.3	44%	All 4 markets
32	DT2	Technology/Data - Intermediate Professional	Data Analyst (x2) / Data & Systems Analyst	$ 100.2	$ 144.3	44%	OCPA Current Salary Range
33	DT1	Technology/Data - Entry Professional		$ 64.2	$ 92.4	44%	All 4 markets

21 salary grades are in use

Proposed Updates and Revisions to the OCPA Employee Benefits Program

Current Benefits	Proposed Update to Benefits
Health Group Plans	
OCPA's current dental benefit covers employees' and their families' costs at 95%. The dental plan is less comprehensive and requires a higher cost share for most coverages.	Amend OCPA's dental benefit to cover employees and their family costs at 100%, aligning with the fully employer-paid median plan for employees and their families, effective July 2024.
Paid Leave	
OCPA does not offer paid parental leave. Employees receive 8 weeks at 60-70% pay replacement through the employee-paid California's short-term disability insurance (SDI) program, which applies to both non-birth and adoptive parents.	Initiate a paid parental leave benefit to align with the median plan, which offers 5 weeks at 100% pay replacement, effective July 2024. This leave applies to non-birth parents and adoptive parents as well.
Life and Disability Insurance Coverage	
OCPA does not offer a short-term disability benefit; instead, employees are enrolled in the State of California's short-term disability (SDI) program and pay the full premium.	Amend OCPA's short-term disability benefit by providing an employer-paid plan, ending enrollment in the employee-paid State Disability Insurance (SDI) program, effective July 2024.

ORANGE COUNTY
POWER AUTHORITY

Personnel Policies

Approved: December 14, 2021

Revised: March 19, 2024
April 30, 2024

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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
~~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 Paid Parental~~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 their date of hire. ~~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 medical ~~or dental~~ insurance option, either PPO or HMO, cover the cost difference.

OCPA shall cover employees and their families' PPO or HMO dental insurance costs at 100%.

605.2.2 Cash Payment in Lieu of Medical Insurance

Employees who opt out of enrollment in OCPA's medical insurance plan, 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 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.~~

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

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 20th 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 Day (December 25th)

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 are offered 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

Under California's Pregnancy Disability Leave Act (PDL) a~~A~~n 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.)

903.6 Paid Parental Leave

In an effort to give parents additional flexibility and time to bond with a new child, OCPA will provide up to five (5) weeks of fully Paid Parental Leave (PPL) to eligible employees at their regular rate of pay in connection with the birth of an employee's child or the placement of an adopted or foster child within an employee's home. This leave is applicable to the non-birth parent or either adoptive parent. An employee requesting such leave must provide supporting documentation of the birth or adoption of their child to Human Resources.

Employee's utilizing this leave are not required to exhaust accrued paid time off prior to receiving PPL.

903.7 Eligibility

To be eligible under this policy, the employee must have been employed by OCPA for at least six months, successfully completed their introductory evaluation period, and meet one of the following criteria:

(a) Have given birth to a child; or be a spouse or domestic partner of a woman who has given birth to a child either as the intended mother or via surrogate; or

(b) Have adopted or fostered or are fostering a child or been placed with a foster child who is 17 years old or younger; but this does not apply to the adoption of a stepchild by a stepparent.

Parental Leave described in this policy shall be available for a 12-month period following the birth or, adoption, or fostering of a child. Multiple births (e.g., twins), adoptions, or foster placements does not increase the length of Parental Leave. This leave runs concurrently with FMLA and/or CFRA leave as applicable, as well as any other applicable state family medical leave.

903.8 Paid Parental Leave Notice

Eligible employees shall notify Human Resources of the need for Paid Parental Leave and include the estimated timing and duration of such leave at least (60) calendar days in advance of the need for leave, where practical. If the need for leave under this policy is not foreseeable, employees must give notice of the leave to their supervisor and Human Resources as soon as practical.

The employee requesting such leave shall provide supporting documentation of the birth, adoption or fostering of a child by the employee or spouse to Human Resources.

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

Personnel Policies

Approved: December 14, 2021

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April 30, 2024

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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
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 their date of hire. OCPA shall contribute 95% of the health insurance premium for the Kaiser HMO 15 medical plan and VSP Option 5 vision plan with the employee contributing the remainder of the total premium cost. Employees who select a higher cost medical insurance option, either PPO or HMO, cover the cost difference.

OCPA shall cover employees and their families' PPO or HMO dental insurance costs at 100%.

605.2.2 Cash Payment in Lieu of Medical Insurance

Employees who opt out of enrollment in OCPA's medical insurance plan, 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 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

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

This insurance provides disability protection if illness or injury not caused by the job prevents an employee from working.

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.

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 20th 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 Day (December 25th)

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 are offered 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

Under California's Pregnancy Disability Leave Act (PDL) 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.)

903.6 Paid Parental Leave

In an effort to give parents additional flexibility and time to bond with a new child, OCPA will provide up to five (5) weeks of fully Paid Parental Leave (PPL) to eligible employees at their regular rate of pay in connection with the birth of an employee's child or the placement of an adopted or foster child within an employee's home. This leave is applicable to the non-birth parent or either adoptive parent. An employee requesting such leave must provide supporting documentation of the birth or adoption of their child to Human Resources.

Employee's utilizing this leave are not required to exhaust accrued paid time off prior to receiving PPL.

903.7 Eligibility

To be eligible under this policy, the employee must have been employed by OCPA for at least six months, successfully completed their introductory evaluation period, and meet one of the following criteria:

(a) Have given birth to a child; or be a spouse or domestic partner of a woman who has given birth to a child either as the intended mother or via surrogate; or

(b) Have adopted or fostered or are fostering a child or been placed with a foster child who is 17 years old or younger; but this does not apply to the adoption of a stepchild by a stepparent.

Parental Leave described in this policy shall be available for a 12-month period following the birth or, adoption, or fostering of a child. Multiple births (e.g., twins), adoptions, or foster placements does not increase the length of Parental Leave. This leave runs concurrently with FMLA and/or CFRA leave as applicable, as well as any other applicable state family medical leave.



903.8 Paid Parental Leave Notice

Eligible employees shall notify Human Resources of the need for Paid Parental Leave and include the estimated timing and duration of such leave at least (60) calendar days in advance of the need for leave, where practical. If the need for leave under this policy is not foreseeable, employees must give notice of the leave to their supervisor and Human Resources as soon as practical.

The employee requesting such leave shall provide supporting documentation of the birth, adoption or fostering of a child by the employee or spouse to Human Resources.

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: _____

Community Choice Aggregator (CCA) 2023 Custom Compensation Survey Results

Prepared for **Orange County Power Authority**

January 2024

CCA Custom Compensation Survey

Enclosed is the 2023 CCA Custom Compensation Survey. This custom survey provides data on the current compensation and benefits in positions among selected community choice aggregator organizations. The survey also provides market perspective data for General Industry, the Utilities/Energy Industry, and the Public Sector.

Thank you for your participation. If you have any questions, please contact Joe Ziomek or Phil Wagner.

Joe Ziomek (joseph.ziomek@mercer.com)

Philip Wagner (philip.wagner@mercer.com)

About Mercer

Mercer delivers advice and technology-driven solutions that help organizations meet the health, wealth and career needs of a changing workforce. Whether it's helping companies prepare for the future of work, designing affordable, accessible health outcomes or helping to enable financial security for life, Mercer is making a difference in the lives of more than 115 million people every day, through three lines of business: Health—delivering innovative solutions that address the health and wellness needs of our clients and their employees; Wealth— driving better outcomes for our clients, for people and for society; and Career—helping organizations design and execute sophisticated workforce strategies.

Mercer has 25,000+ colleagues located in 170+ offices globally serving Clients in 130 countries.

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Survey Information

- Participant List
- Job List
- Key Methodology Notes *(full methodology detail is in appendix)*

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Survey Information

Participants

CPA CLEAN POWER ALLIANCE

Central Coast Community Energy
CLEAN ENERGY. LOCAL CONTROL.

SAN DIEGO COMMUNITY POWER

ORANGE COUNTY POWER AUTHORITY

Sonoma Clean Power

PENINSULA CLEAN ENERGY

Ava Community Energy

The 2023 custom survey covers 39 roles across 8 job families

Executive

1. Chief Executive Officer
2. Chief Financial Officer
3. Chief Operations Officer
4. General Counsel
5. Chief Administration Officer
28. Chief Communications Officer

Power

6. Director
7. Manager
8. Expert Professional
9. Senior Professional
10. Intermediate Professional

Regulatory Affairs

11. Director
37. Manager
12. Attorney
13. Senior Professional

Marketing / Program Management

14. Director
15. Manager
29. Expert Professional
30. Senior Professional
16. Intermediate Professional
17.Entry Professional

Customer Service / Care

18. Director
38. Manager
19. Intermediate Professional
20. Entry Professional

HR / Administration

21. Director
39. Manager
22. Senior Professional – (Board Clerk / Executive Assistant)
23. Intermediate Professional – (Administrative Assistant)
31. Entry Professional

Technology / Data

32. Director
24. Manager
25. Senior Professional
33. Intermediate Professional
34. Entry Professional

Finance

26. Director
35. Manager
36. Senior Professional
27. Intermediate Professional

*Jobs in **bold** are new additions from the previous study

Survey Information

Key Methodology Notes

- Mercer has gathered compensation and benefits data from four market perspectives:
    1. A custom analysis of data provided by the seven participating CCAs
    2. General industry data from Mercer published survey sources
    3. Energy/utilities industry data from Mercer published survey sources
    4. Public sector data from Mercer published survey sources
- Additional compensation benchmarking notes:
    - Executive roles are scoped by the four industries noted above, by size (0.5x – 2.0x revenue) and by geography
    - Non-executive roles are scoped by industry and geography (no size)
    - The report includes market data for base salary and total cash compensation (TCC = base salary plus short-term incentives)
    - Date is effective July 1, 2024
- This report draft also includes a BVA (benefits valuation analysis) comparison to all four market perspectives

All market compensation data in this report has been customized for the report participant according to the above-described scoping (i.e. the market data will differ between each participant's report due to size and geography variation)

Compensation Market Data

- This section contains market compensation data, by job, for the following elements:
  - Number of survey observations
  - Median Short-term Incentive (“STI”) eligibility
  - Base Salary 25th, 50th and 75th percentiles
  - Total Cash Compensation 25th, 50th and 75th percentiles
- These data points are provided for all 39 survey jobs and all four perspectives, where available
- In some cases, insufficient data are available for a specific job or perspective
  - For the custom CCA perspective, three (3) data points are required to show average/mean; four (4) data points are required to show median; five (5) are required to show 25th and 75th percentiles
  - For the published survey perspectives, two additional data points are required for each comparison

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Compensation Market Data: Executive

Job Title	CCA Perspective									
			Base Salary				TCC			
	CCA	Obs*	25th	Avg.	50th	75th	25th	Avg.	50th	75th
Chief Executive Officer	7	7	$371.2	$404.8	$410.1	$443.1	$371.2	$406.3	$410.1	$443.1
Chief Financial Officer	5	5	$305.2	$329.0	$312.8	$317.5	$305.2	$331.0	$312.8	$317.5
Chief Operations Officer	6	6	$324.8	$346.8	$335.0	$349.4	$324.8	$359.0	$341.9	$389.8
General Counsel	1	1	-	-	-	-	-	-	-	-
Chief Administration Officer	1	1	-	-	-	-	-	-	-	-
Chief Communications Officer	1	1	-	-	-	-	-	-	-	-

CCA: Number of CCA's reporting. Obs: Number of CCA observations / employees reported.

Job Title	General Industry								Utilities / Energy								Public Sector							
		Base Salary			STI Elig %	TCC				Base Salary			STI Elig %	TCC				Base Salary			STI Elg %	TCC		
	Obs	25th	50th	75th	50th	25th	50th	75th	Obs	25th	50th	75th	50th	25th	50th	75th	Obs	25th	50th	75th	50th	25th	50th	75th
Chief Executive Officer	49	$578.9	$674.9	$838.9	61.0%	$578.9	$810.5	$992.1	8	$453.9	$534.9	$639.9	25.0%	$453.9	$624.6	$836.9	16	$460.2	$653.6	$791.3	13.0%	$460.2	$674.5	$1,005.6
Chief Financial Officer	72	$347.4	$434.9	$506.6	71.0%	$376.7	$472.9	$578.5	11	$324.3	$368.6	$459.3	36.0%	$330.5	$421.6	$476.1	21	$291.6	$405.4	$545.1	10.0%	$291.6	$405.4	$573.5
Chief Operations Officer	41	$383.9	$445.8	$518.7	68.0%	$390.7	$465.6	$587.3	5	-	$393.4	-	20.0%	-	$393.4	-	7	$345.6	$357.5	$498.0	57.0%	$345.6	$357.5	$590.2
General Counsel	23	$325.1	$411.0	$509.5	83.0%	$347.4	$421.2	$633.3	7	$320.6	$364.2	$402.6	57.0%	$341.2	$398.4	$562.3	8	$357.6	$431.9	$577.8	-	$381.1	$486.0	$577.8
Chief Administration Officer	7	$269.4	$296.0	$344.5	71.0%	$295.3	$343.1	$585.7	7	$296.8	$368.7	$481.4	71.0%	$299.1	$664.7	$842.5	5	-	$395.6	-	60.0%	-	$395.6	-
Chief Communications Officer	16	$200.4	$223.9	$256.8	81.0%	$242.0	$268.8	$345.7	5	-	$258.8	-	60.0%	-	$320.7	-	6	-	$350.5	-	17.0%	-	$350.5	-

All values shown in $'000s

Compensation Market Data: Customer Service / Care

Job Title	CCA Perspective									
			Base Salary				TCC			
	CCA	Obs*	25th	Avg.	50th	75th	25th	Avg.	50th	75th
Customer Service / Care Director	3	4	-	$200.1	-	-	-	$203.5	-	-
Customer Service / Care Manager	1	1	-	-	-	-	-	-	-	-
Customer Service / Care Intermediate Professional	4	5	-	$113.7	$115.5	-	-	$113.7	$115.5	-
Customer Service / Care Entry Professional	2	2	-	-	-	-	-	-	-	-

CCA: Number of CCA's reporting. Obs: Number of CCA observations / employees reported.

Job Title	General Industry								Utilities / Energy								Public Sector							
		Base Salary			STI Elig %	TCC				Base Salary			STI Elig %	TCC				Base Salary			STI Elg %	TCC		
	Obs	25th	50th	75th	50th	25th	50th	75th	Obs	25th	50th	75th	50th	25th	50th	75th	Obs	25th	50th	75th	50th	25th	50th	75th
Customer Service / Care Director	1,141	$142.6	$171.6	$201.5	81.0%	$150.5	$183.3	$227.1	26	$181.5	$191.3	$217.0	50.0%	$185.8	$198.3	$226.9	76	-	$101.8	-	-	-	$101.8	-
Customer Service / Care Manager	2,948	$99.3	$120.1	$145.5	71.0%	$103.3	$127.8	$157.8	151	$129.1	$141.6	$161.8	97.0%	$149.7	$164.2	$191.5	76	-	$84.8	-	-	-	$84.8	-
Customer Service / Care Intermediate Professional	8,802	$81.9	$97.3	$114.1	50.0%	$88.8	$105.7	$132.6	454	$96.1	$117.1	$145.1	66.0%	$101.4	$123.9	$151.2	8	-	-	-	-	-	-	-
Customer Service / Care Entry Professional	1,760	$69.2	$79.5	$94.1	59.0%	$73.0	$82.3	$101.8	52	$70.4	$79.4	$100.6	87.0%	$72.6	$85.9	$106.6	-	-	-	-	-	-	-	-

All values shown in $'000s

Compensation Market Data: Finance

Job Title	CCA Perspective									
			Base Salary				TCC			
	CCA	Obs*	25th	Avg.	50th	75th	25th	Avg.	50th	75th
Finance Director	3	3	-	$206.4	-	-	-	$209.8	-	-
Finance Manager	3	3	-	$161.8	-	-	-	$167.3	-	-
Finance Senior Professional	4	7	-	$177.9	$150.5	-	-	$177.9	$150.5	-
Finance Intermediate Professional	5	7	$96.5	$102.5	$104.5	$107.6	$96.5	$104.3	$104.5	$107.9

CCA: Number of CCA's reporting. Obs: Number of CCA observations / employees reported.

Job Title	General Industry								Utilities / Energy								Public Sector							
		Base Salary			STI Elig %	TCC				Base Salary			STI Elig %	TCC				Base Salary			STI Elg %	TCC		
	Obs	25th	50th	75th	50th	25th	50th	75th	Obs	25th	50th	75th	50th	25th	50th	75th	Obs	25th	50th	75th	50th	25th	50th	75th
Finance Director	2,979	$163.3	$185.9	$210.8	69.0%	$169.4	$196.7	$228.2	348	$196.5	$215.6	$241.5	91.0%	$212.6	$250.3	$296.1	91	$175.2	$189.4	$202.2	2.0%	$175.2	$189.4	$202.2
Finance Manager	2,979	$142.0	$161.7	$183.3	69.0%	$147.3	$171.1	$198.5	444	$155.3	$174.5	$201.1	89.0%	$164.7	$200.2	$237.7	556	$131.7	$151.0	$174.3	9.0%	$131.7	$151.0	$175.8
Finance Senior Professional	2,640	$108.4	$120.8	$137.6	54.0%	$110.5	$123.4	$142.0	944	$110.1	$119.8	$133.3	83.0%	$117.3	$129.2	$145.3	1,251	$94.4	$106.1	$115.4	15.0%	$94.4	$106.4	$115.9
Finance Intermediate Professional	2,834	$83.4	$93.9	$104.9	42.0%	$84.0	$95.2	$106.9	487	$87.2	$94.6	$103.0	77.0%	$92.0	$100.7	$109.8	1,267	$79.9	$88.0	$98.2	8.0%	$79.9	$88.3	$98.4

All values shown in $'000s

Compensation Market Data: HR / Administration

Job Title	CCA Perspective									
			Base Salary				TCC			
	CCA	Obs*	25th	Avg.	50th	75th	25th	Avg.	50th	75th
HR / Administration Director	5	5	$189.7	$207.5	$213.9	$229.8	$213.9	$215.0	$217.5	$229.8
HR / Administration Manager	2	3	-	-	-	-	-	-	-	-
HR / Administration Senior Professional	4	7	-	$119.1	$118.0	-	-	$121.9	$118.0	-
HR / Administration Intermediate Professional	4	7	-	$83.5	$80.6	-	-	$85.0	$83.8	-
HR / Administration Entry Professional	4	6	-	$69.7	$69.2	-	-	$70.4	$70.8	-

CCA: Number of CCA's reporting. Obs: Number of CCA observations / employees reported.

Job Title	General Industry								Utilities / Energy								Public Sector							
		Base Salary			STI Elig %	TCC				Base Salary			STI Elig %	TCC				Base Salary			STI Elg %	TCC		
	Obs	25th	50th	75th	50th	25th	50th	75th	Obs	25th	50th	75th	50th	25th	50th	75th	Obs	25th	50th	75th	50th	25th	50th	75th
HR / Administration Director	2,524	$172.0	$194.6	$222.1	77.0%	$181.2	$210.9	$251.3	253	$182.8	$212.2	$239.6	82.0%	$196.4	$246.8	$301.9	59	$146.0	$190.9	$215.9	34.0%	$146.0	$197.1	$218.0
HR / Administration Manager	4,345	$131.3	$150.4	$171.4	72.0%	$135.8	$159.0	$186.1	358	$136.6	$161.3	$183.1	88.0%	$145.2	$179.7	$214.2	128	$119.2	$141.3	$159.6	11.0%	$119.2	$141.3	$159.6
HR / Administration Senior Professional	4,399	$98.0	$113.0	$129.4	-	$98.9	$114.7	$133.5	237	$95.8	$108.2	$117.2	83.0%	$98.0	$114.0	$126.4	758	$85.4	$95.4	$115.9	-	$85.4	$95.4	$116.1
HR / Administration Intermediate Professional	6,056	$83.0	$95.1	$109.8	-	$83.5	$96.3	$112.3	340	$84.0	$95.2	$106.1	67.0%	$85.4	$98.8	$111.3	407	$67.6	$77.2	$88.3	-	$67.6	$77.2	$88.9
HR / Administration Entry Professional	6,574	$64.1	$78.4	$94.9	39.0%	$64.1	$79.6	$96.8	295	$66.9	$75.2	$89.8	73.0%	$69.2	$79.0	$94.0	1,443	$53.9	$63.3	$74.8	1.00%	$53.9	$63.3	$74.8

All values shown in $'000s

Compensation Market Data: Marketing / Program Management

Job Title	CCA Perspective									
			Base Salary				TCC			
	CCA	Obs*	25th	Avg.	50th	75th	25th	Avg.	50th	75th
Marketing / Program Management Director	7	13	$203.8	$212.5	$217.7	$227.1	$203.8	$216.6	$217.7	$232.1
Marketing / Program Management Manager	5	17	$156.7	$161.6	$158.6	$168.6	$156.7	$167.1	$158.6	$168.6
Marketing / Program Management Expert Professional	2	3	-	-	-	-	-	-	-	-
Marketing / Program Management Senior Professional	5	17	$141.1	$149.4	$153.3	$170.8	$141.1	$151.7	$164.7	$170.8
Marketing / Program Management Intermediate Professional	6	12	$99.3	$107.3	$104.5	$109.8	$99.3	$108.5	$107.0	$112.6
Marketing / Program Management Entry Professional	5	16	$76.8	$81.4	$81.4	$86.9	$81.0	$82.2	$81.4	$86.9

CCA: Number of CCA's reporting. Obs: Number of CCA observations / employees reported.

Job Title	General Industry								Utilities / Energy								Public Sector							
		Base Salary			STI Elig %	TCC				Base Salary			STI Elig %	TCC				Base Salary			STI Elg %	TCC		
	Obs	25th	50th	75th	50th	25th	50th	75th	Obs	25th	50th	75th	50th	25th	50th	75th	Obs	25th	50th	75th	50th	25th	50th	75th
Marketing / Program Management Director	7,625	$184.3	$209.2	$236.8	71.0%	$195.4	$230.0	$266.6	299	$194.6	$212.6	$239.5	74.0%	$211.8	$239.5	$278.8	55	$177.4	$194.2	$204.8	-	$177.4	$196.4	$219.7
Marketing / Program Management Manager	8,571	$146.2	$170.0	$195.7	67.0%	$154.8	$181.5	$210.8	500	$162.6	$186.6	$205.8	84.0%	$177.7	$212.1	$238.0	723	$104.6	$151.7	$195.8	1.0%	$104.6	$151.7	$195.8
Marketing / Program Management Expert Professional	26,382	$145.0	$161.7	$183.2	62.0%	$151.1	$170.2	$194.0	1,509	$143.7	$159.2	$172.7	74.0%	$154.7	$174.4	$195.7	781	$132.2	$154.7	$174.9	8.0%	$132.2	$154.7	$174.9
Marketing / Program Management Senior Professional	28,582	$114.4	$129.7	$149.7	59.0%	$117.8	$135.3	$157.7	1,125	$119.8	$134.9	$150.0	75.0%	$126.0	$145.3	$166.3	781	$114.9	$134.5	$152.0	8.0%	$115.0	$134.5	$152.0
Marketing / Program Management Intermediate Professional	18,526	$88.9	$102.0	$117.8	52.0%	$90.7	$104.7	$122.0	465	$94.4	$111.4	$126.7	64.0%	$97.7	$116.1	$135.2	1,148	$68.9	$87.4	$103.6	3.0%	$68.9	$87.4	$103.6
Marketing / Program Management Entry Professional	6,886	$74.7	$86.4	$101.0	44.0%	$75.9	$88.0	$104.2	331	$91.0	$98.7	$113.5	58.0%	$92.3	$107.2	$124.1	402	$57.4	$62.9	$75.5	2.0%	$57.4	$62.9	$75.5

All values shown in $'000s

Compensation Market Data: Power

Job Title	CCA Perspective									
			Base Salary				TCC			
	CCA	Obs*	25th	Avg.	50th	75th	25th	Avg.	50th	75th
Power Director / Executive	5	5	$272.4	$310.3	$320.9	$326.5	$279.7	$320.1	$320.9	$336.8
Power Manager	5	11	$201.3	$218.5	$221.6	$236.1	$221.6	$224.6	$221.7	$246.2
Power Expert Professional	1	1	-	-	-	-	-	-	-	-
Power Senior Professional	4	14	-	$178.7	$176.3	-	-	$183.3	$185.5	-
Power Intermediate Professional	5	12	$116.5	$134.8	$139.2	$147.7	$116.5	$134.8	$139.2	$147.7

CCA: Number of CCA's reporting. Obs: Number of CCA observations / employees reported.

Job Title	General Industry								Utilities / Energy								Public Sector							
		Base Salary			STI Elig %	TCC				Base Salary			STI Elig %	TCC				Base Salary			STI Elg %	TCC		
	Obs	25th	50th	75th	50th	25th	50th	75th	Obs	25th	50th	75th	50th	25th	50th	75th	Obs	25th	50th	75th	50th	25th	50th	75th
Power Director / Executive	N/A								6	-	$393.4	-	83.0%	-	$445.3	-	N/A							
Power Manager									70	$153.6	$167.0	$180.4	86.0%	$165.2	$176.1	$195.2								
Power Expert Professional									38	-	$136.4	-	-	-	$158.5	-								
Power Senior Professional									113	$109.1	$119.4	$129.2	96.0%	$118.6	$126.2	$139.2								
Power Intermediate Professional									43	-	$94.4	-	-	-	$101.6	-								

All values shown in $'000s

Compensation Market Data: Regulatory Affairs

Job Title	CCA Perspective									
			Base Salary				TCC			
	CCA	Obs*	25th	Avg.	50th	75th	25th	Avg.	50th	75th
Regulatory Affairs Director	5	8	$208.0	$220.3	$209.9	$236.0	$209.9	$225.1	$221.5	$240.1
Regulatory Affairs Manager	3	4	-	$158.6	-	-	-	$158.6	-	-
Regulatory Affairs Attorney	-	0	-	-	-	-	-	-	-	-
Regulatory Affairs Senior Professional	6	12	$125.1	$138.1	$136.2	$149.6	$125.1	$141.7	$136.2	$157.1

CCA: Number of CCA's reporting. Obs: Number of CCA observations / employees reported.

Job Title	General Industry								Utilities / Energy								Public Sector							
		Base Salary			STI Elig %	TCC				Base Salary			STI Elig %	TCC				Base Salary			STI Elg %	TCC		
	Obs	25th	50th	75th	50th	25th	50th	75th	Obs	25th	50th	75th	50th	25th	50th	75th	Obs	25th	50th	75th	50th	25th	50th	75th
Regulatory Affairs Director	1,186	$197.4	$221.7	$243.2	93.0%	$221.3	$258.0	$297.6	129	$200.0	$221.2	$235.2	95.0%	$221.1	$272.5	$298.2	26	$201.7	$219.8	$228.3	23.0%	$201.7	$219.8	$228.3
Regulatory Affairs Manager	1,345	$145.8	$171.1	$195.2	-	$154.5	$189.6	$229.0	194	$164.0	$188.6	$209.6	86.0%	$176.5	$218.0	$251.5	23	$119.0	$159.9	$174.9	-	$119.0	$159.9	$186.6
Regulatory Affairs Attorney	1,060	$190.6	$219.7	$266.7	67.0%	$196.0	$236.5	$311.3	161	$223.2	$259.3	$296.7	93.0%	$254.0	$338.6	$391.7	130	$171.8	$211.2	$247.6	12.0%	$171.8	$211.4	$247.6
Regulatory Affairs Senior Professional	2,868	$111.2	$125.3	$143.2	80.0%	$117.0	$133.8	$153.6	404	$113.8	$123.4	$134.6	86.0%	$122.2	$134.6	$147.5	63	-	$123.8	-	-	-	$123.8	-

All values shown in $'000s

Compensation Market Data: Technology / Data

Job Title	CCA Perspective									
			Base Salary				TCC			
	CCA	Obs*	25th	Avg.	50th	75th	25th	Avg.	50th	75th
Technology / Data Director	4	4	-	$232.6	$234.1	-	-	$237.1	$243.0	-
Technology / Data Manager	1	1	-	-	-	-	-	-	-	-
Technology / Data Senior Professional	5	9	$161.2	$157.9	$165.8	$166.3	$165.8	$160.6	$166.3	$174.7
Technology / Data Intermediate Professional	4	9	-	$135.1	$133.7	-	-	$137.3	$138.0	-
Technology / Data Entry Professional	3	5	-	$101.9	-	-	-	$102.3	-	-

CCA: Number of CCA's reporting. Obs: Number of CCA observations / employees reported.

Job Title	General Industry								Utilities / Energy								Public Sector							
		Base Salary			STI Elig %	TCC				Base Salary			STI Elig %	TCC				Base Salary			STI Elg %	TCC		
	Obs	25th	50th	75th	50th	25th	50th	75th	Obs	25th	50th	75th	50th	25th	50th	75th	Obs	25th	50th	75th	50th	25th	50th	75th
Technology / Data Director	6,322	$196.3	$220.4	$246.7	82.0%	$209.7	$244.5	$283.4	360	$191.2	$215.6	$246.5	84.0%	$215.6	$254.4	$295.9	337	$164.1	$190.7	$222.1	15.0%	$164.2	$190.9	$226.0
Technology / Data Manager	9,163	$163.9	$185.0	$208.3	74.0%	$172.4	$199.0	$230.3	506	$167.6	$185.8	$205.6	90.0%	$179.0	$208.3	$236.7	605	$155.9	$181.8	$206.1	13.0%	$155.9	$182.3	$208.6
Technology / Data Senior Professional	6,068	$121.5	$138.0	$159.6	66.0%	$123.7	$143.5	$166.9	450	$118.6	$129.9	$145.8	88.0%	$127.4	$141.2	$155.1	1,001	$117.4	$130.6	$150.9	20.0%	$117.4	$130.7	$151.2
Technology / Data Intermediate Professional	3,922	$93.1	$107.3	$124.1	55.0%	$94.3	$109.7	$128.8	267	$95.6	$104.9	$117.5	83.0%	$101.2	$112.4	$124.7	544	$81.4	$95.3	$112.4	19.0%	$81.4	$95.4	$113.3
Technology / Data Entry Professional	1,382	$80.2	$90.2	$100.6	55.0%	$80.9	$91.4	$103.6	105	$83.8	$89.3	$98.2	68.0%	$83.8	$92.4	$100.6	167	$69.6	$91.2	$97.7	28.0%	$69.6	$91.2	$97.7

All values shown in $'000s

Comparison

- In this section, we have provided a gap analysis between your organization's pay and the market data provided in the prior section
- The market data in this section is customized not only to your organization's size/location, but also to each incumbent's role
  - In your submission, you were given an option to identify that an individual's role was scoped slightly lower or higher than the market definition. The data in this section reflects those elections

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Benchmarking Assessment

Summary and Key Takeaways: Full Organization

Overall Summary: OCPA's Positioning vs. CCAs

In aggregate, OCPA's pay is slightly below the CCA perspective market 25%ile. There is variation by job family, job and individual employee; this variation may be appropriate based on individual experience, qualifications or performance

Additional Observations

- **Base Salary:** Overall, OCPA is 15-20% below market median for the three supplemental perspectives (general industry, utilities/energy and public sector). However, this aggregate positioning is driven disproportionately by below-market executive pay.
- **Total Cash Compensation:** When incorporating market values for short-term incentives, OCPA's pay is positioned less competitively against market, particularly against the general industry and utilities/energy perspectives
- **Benefits:** OCPA's total benefits package is slightly below the CCA peer group median as well as the public sector perspective, but aligned with median of utilities/energy and above median against general industry. The value of OCPA's retirement package is particularly strong, while other areas are below market.

Executive Summary / Gap Analysis



Overall Positioning Summary

Job Family	CCA Perspective		General Industry		Utilities/Energy		Public Sector	
	Base	TCC	Base	TCC	Base	TCC	Base	TCC
ALL n = 15 employees	●	●	●	●	●	●	●	●
Executive n = 2	●	●	●	●	●	●	●	●
Customer Service/Care n = 1	●	●	●	●	●	●		
Finance n = 2	●	●	●	●	●	●	●	●
HR/Administration n = 2	●	●	●	●	●	●	●	●
Mktg/Prog. Mgmt n = 3	●	●	●	●	●	●	●	●
Power n = 0								
Regulatory Affairs n = 3	●	●	●	●	●	●	●	●
Technology/Data n = 2	●	●	●	●	●	●	●	●

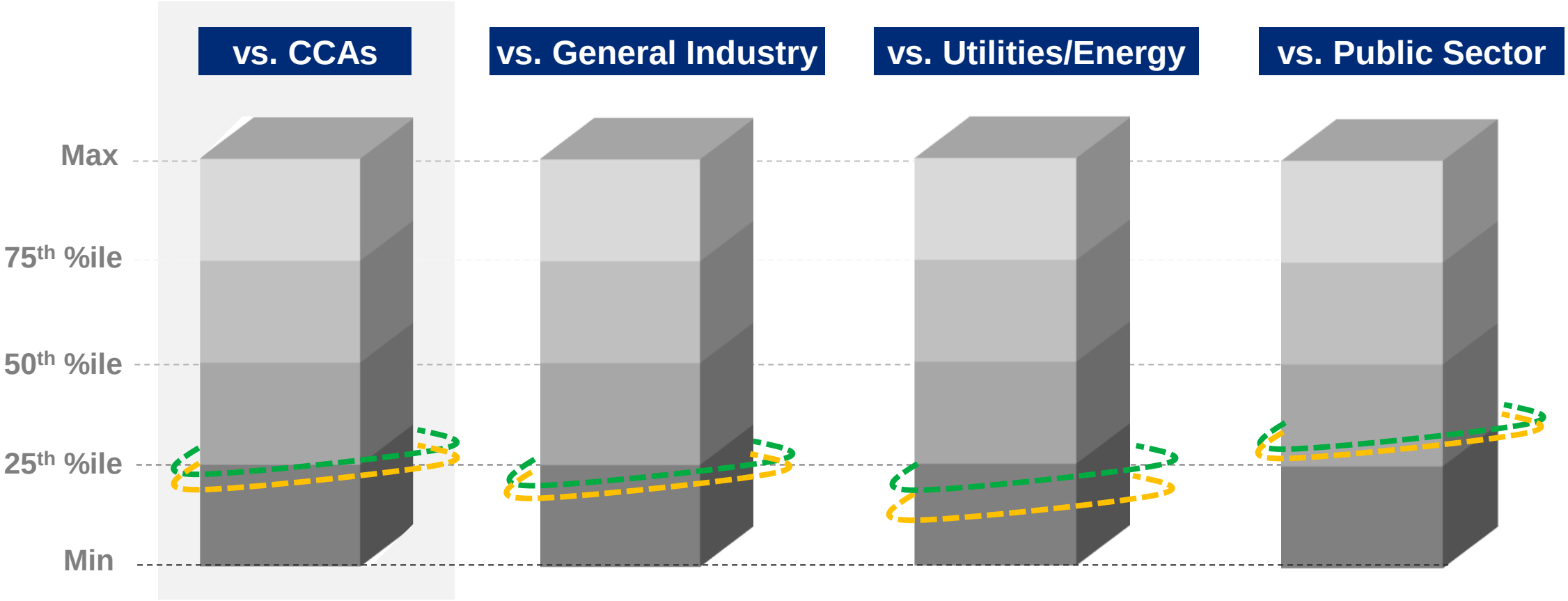
- **CCA Comparison: Below Market**
  Overall positioning is just slightly below the +/- 10% range (89% of CCA market on base salary)
- **General Industry: At Market Except Executives**
  Most families positioned competitively, with aggregate positioning largely driven by below-market positioning for executives
- **Utilities/Energy: Below Market**
  Most families below market on base and TCC
- **Public Sector: At/Above Market Except Executives**
  Most families at/above market. Aggregate positioning again driven by below-market positioning for executives

Number of employees in each job family may not add up to aggregate "n" count because of data availability within each function and role.

Executive Summary / Gap Analysis

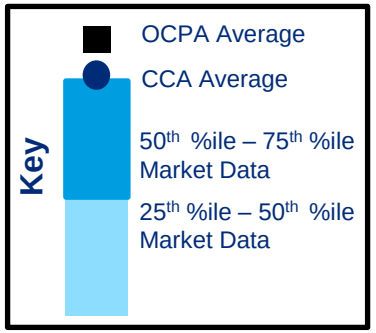
Overall Positioning Summary by Market Perspective

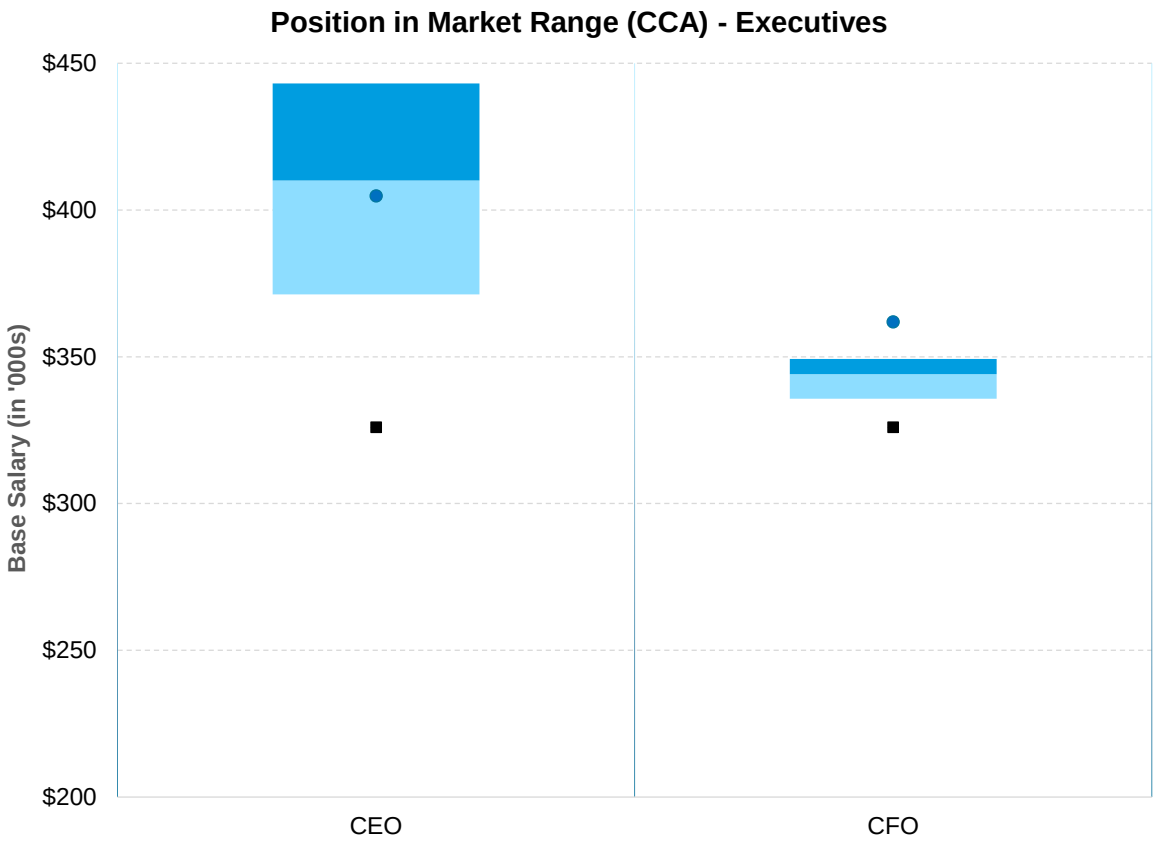
Key: *OCPA Base Salary* / *OCPA Total Cash*

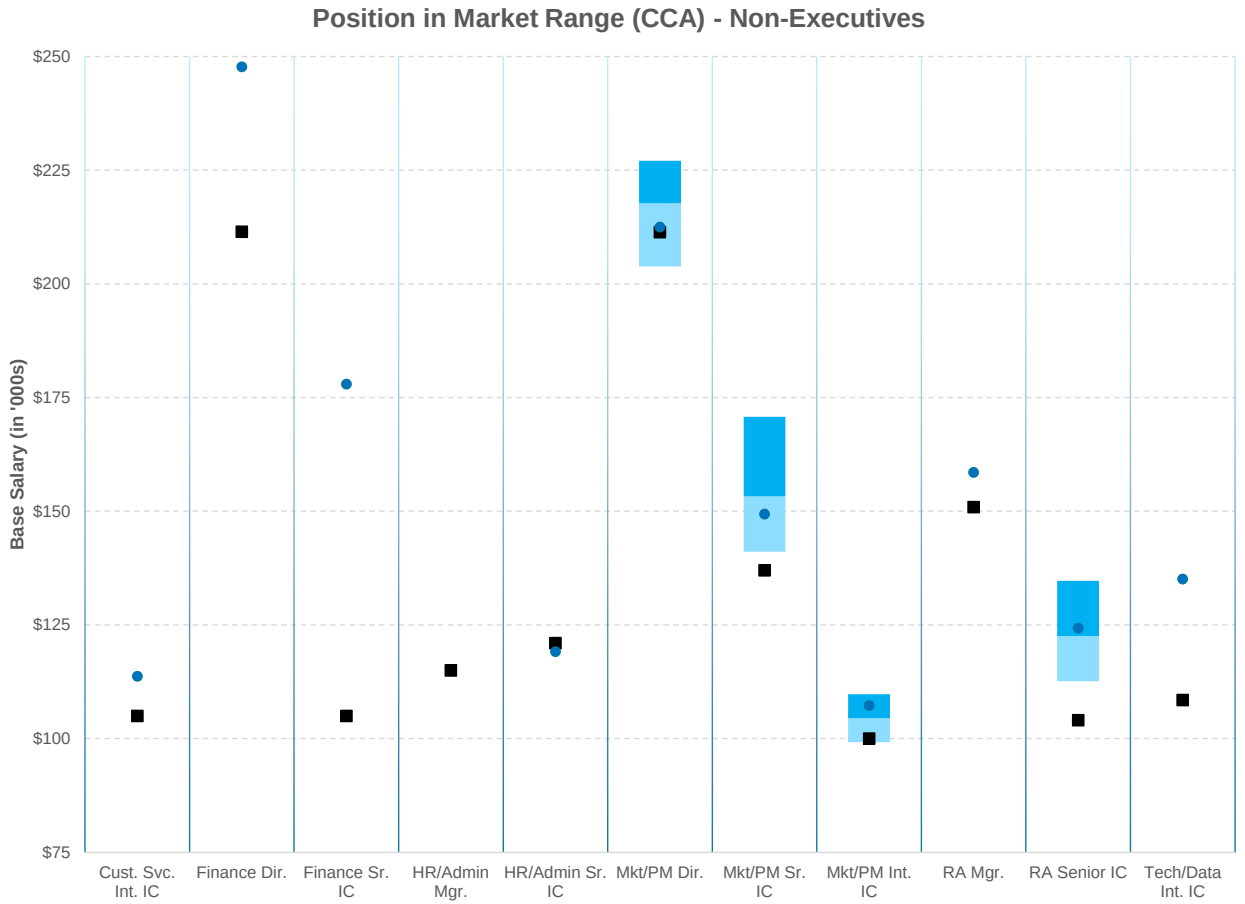


Market Ratio Comparison by Role (Base Salary)

CCA Perspective





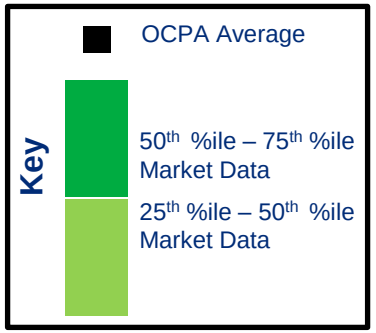


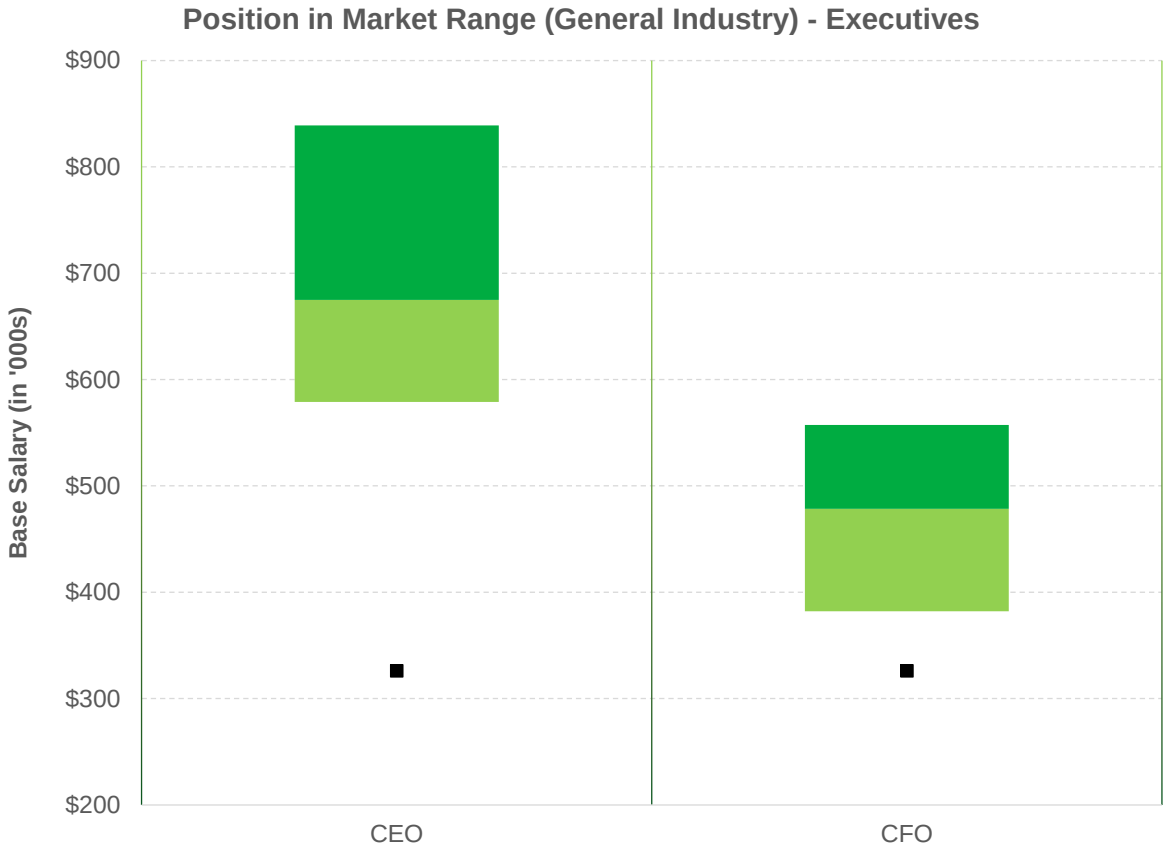
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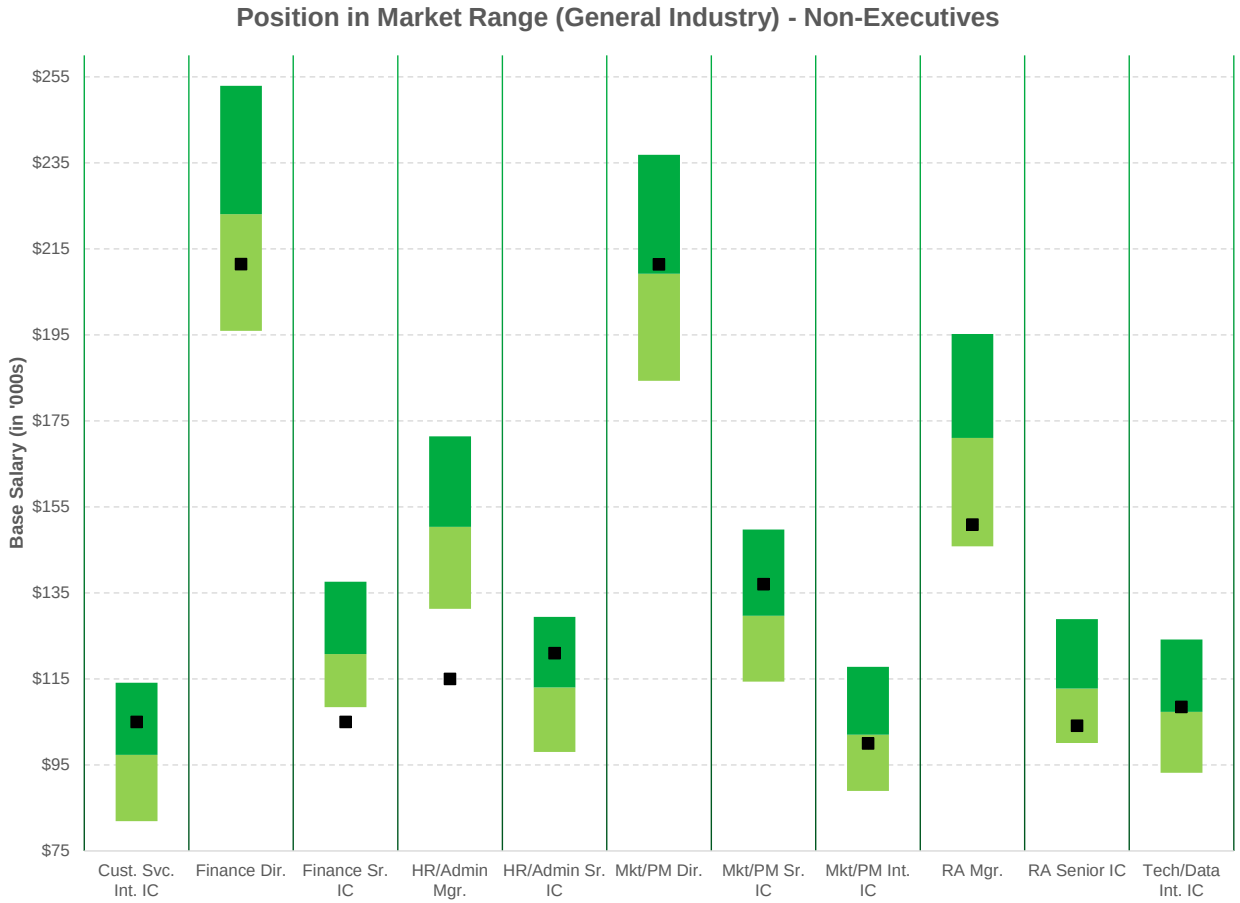
Notes: Market data bars is shown only where 25th percentile, median and 75th percentile data is available. Values are '000's.

Market Ratio Comparison by Role (Base Salary)

General Industry Perspective





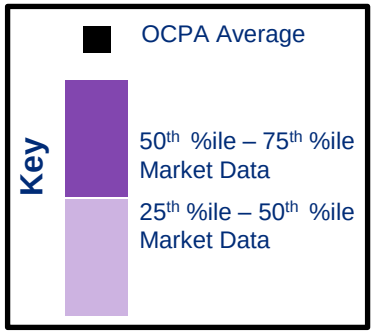


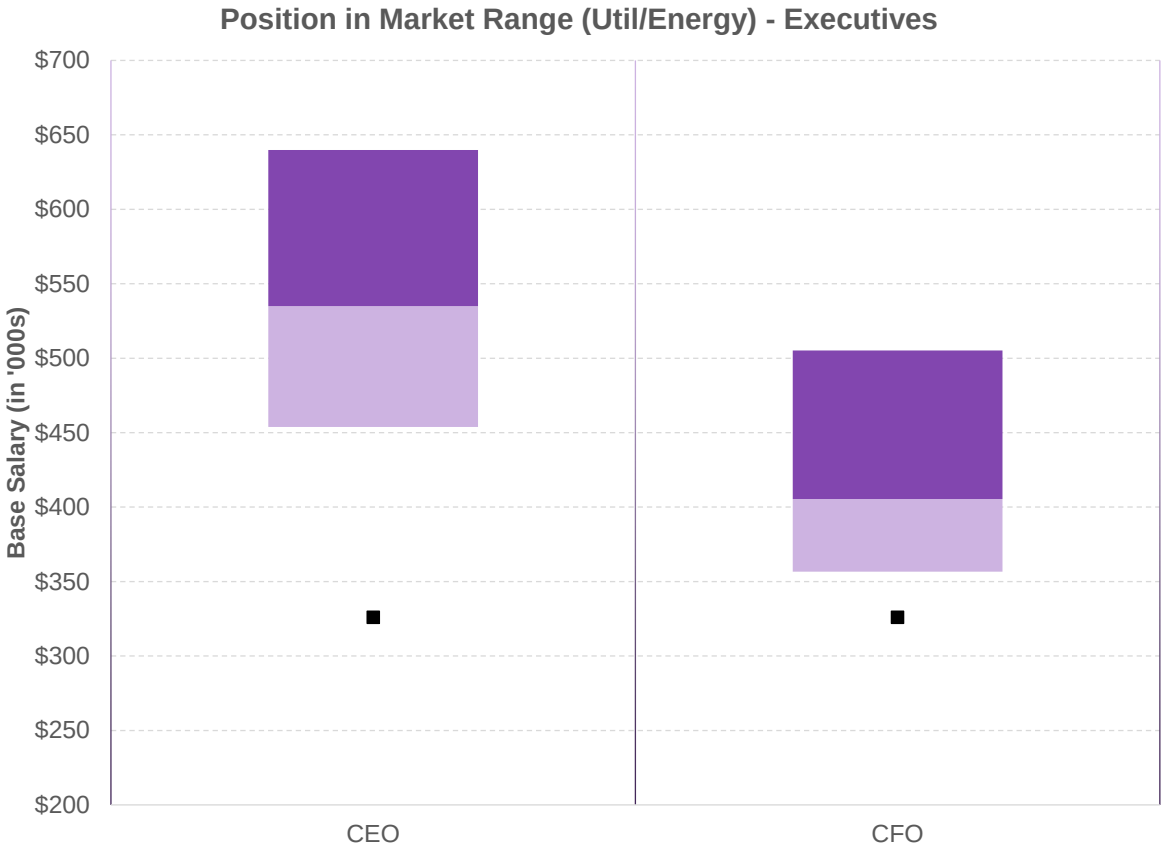
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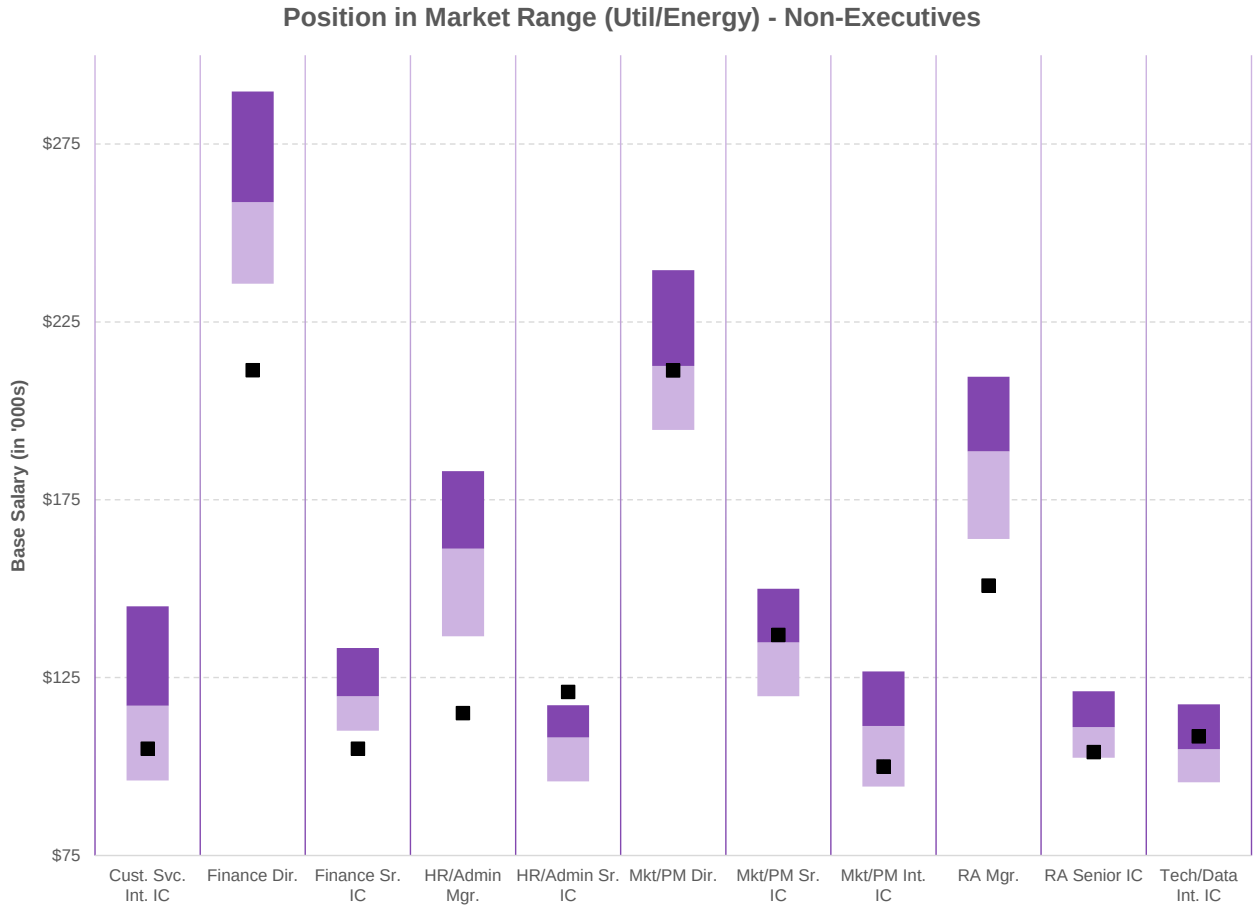
Notes: Market data bars is shown only where 25th percentile, median and 75th percentile data is available. Values are '000's.

Market Ratio Comparison by Role (Base Salary)

Utilities/Energy Perspective





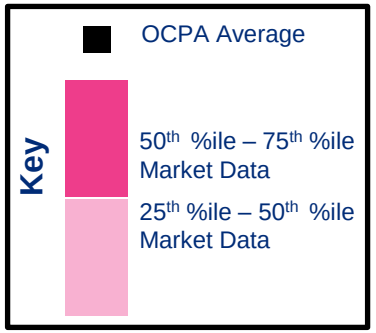


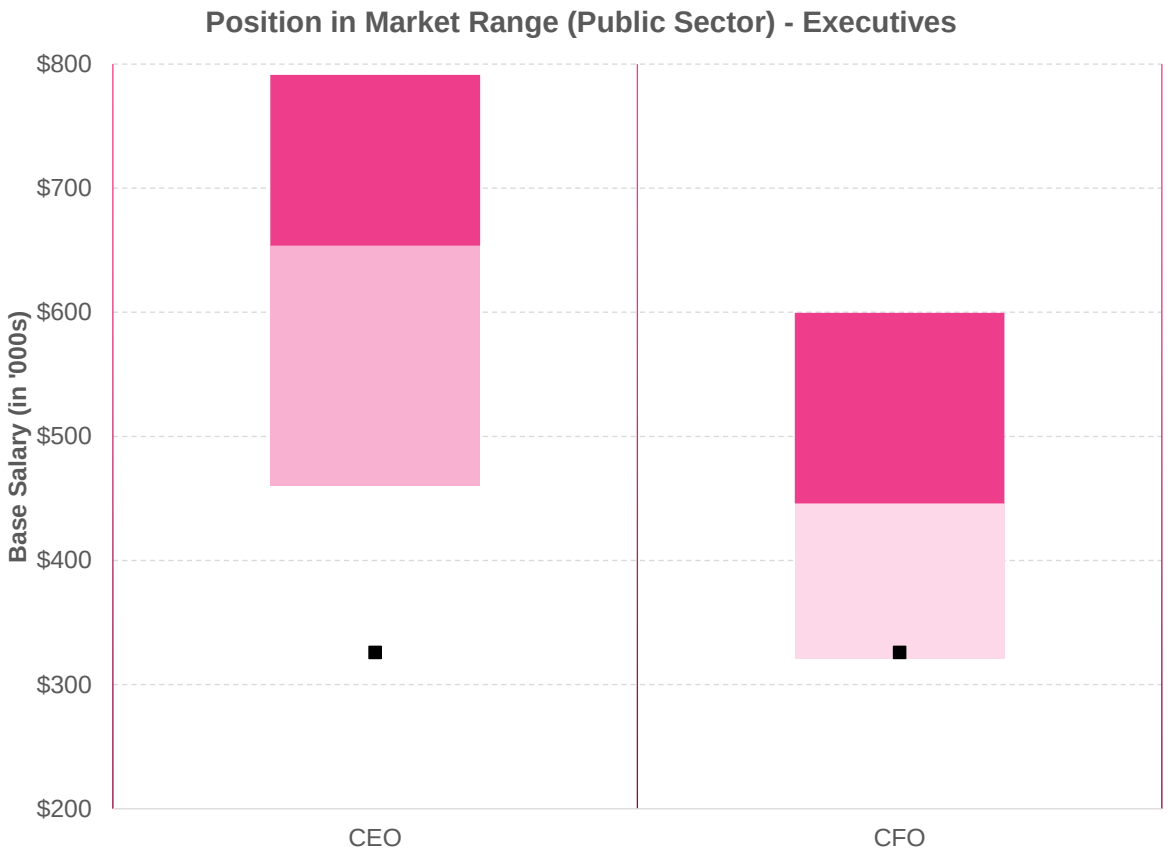
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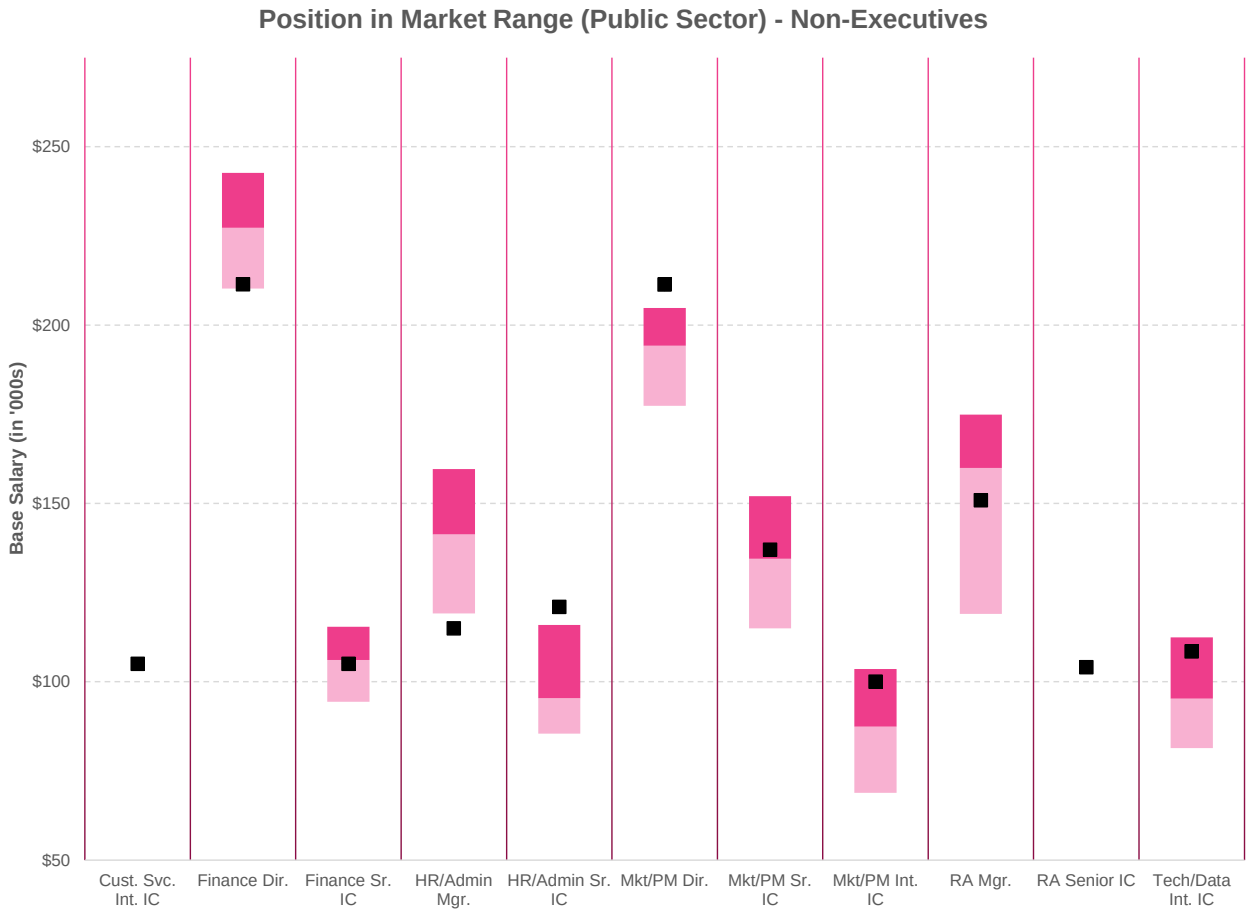
Notes: Market data bars is shown only where 25th percentile, median and 75th percentile data is available. Values are '000's.

Market Ratio Comparison by Role (Base Salary)

Public Sector Perspective







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Notes: Market data bars is shown only where 25th percentile, median and 75th percentile data is available. Values are '000's.

Median Deviation Summary

By Employee

Legend	<-25%	-25% to -10%	-10% to 10%	10% to 25%	>25%

Note: deviation comparison is to 50th when data point is available, otherwise defaults to average

				CCA Perspective						General Industry				Utilities / Energy				Public Sector			
		Base	Match	Base			TCC			Base		TCC		Base		TCC		Base		TCC	
Survey Match Title	CCA Position Title	Salary	Adj.	Avg.	50th	Dev.	Avg.	50th	Dev.	50th	Dev.	50th	Dev.	50th	Dev.	50th	Dev.	50th	Dev.	50th	Dev.
Chief Executive Officer	Chief Executive Officer	$326	100%	$405	$410	-20.5%	$406	$410	-20.5%	$675	-51.7%	$811	-59.8%	$535	-39.1%	$625	-47.8%	$654	-50.1%	$674	-51.7%
Chief Financial Officer	Chief Financial Officer	$326	110%	$362	$344	-5.3%	$364	$344	-5.3%	$478	-31.9%	$520	-37.3%	$405	-19.6%	$464	-29.7%	$446	-26.9%	$446	-26.9%
Customer Service / Care Intermediate Professional	Community Engagement Manager	$105	100%	$114	$115	-9.1%	$114	$115	-9.1%	$97	7.9%	$106	-0.6%	$117	-10.3%	$124	-15.3%	-	-	-	-
Finance Director	Director of Finance and Data Analytics	$211	120%	$248	-	-14.6%	$252	-	-16.0%	$223	-5.2%	$236	-10.4%	$259	-18.3%	$300	-29.6%	$227	-7.0%	$227	-7.0%
Finance Senior Professional	Financial and Administrative Analyst	$105	100%	$178	$151	-30.2%	$178	$151	-30.2%	$121	-13.1%	$123	-14.9%	$120	-12.3%	$129	-18.7%	$106	-1.0%	$106	-1.3%
HR / Administration Manager	Senior Human Resources Analyst	$115	100%	-	-	-	-	-	-	$150	-23.5%	$159	-27.7%	$161	-28.7%	$180	-36.0%	$141	-18.6%	$141	-18.6%
HR / Administration Senior Professional	Board Clerk and Assistant to CEO	$121	100%	$119	$118	2.5%	$122	$118	2.5%	$113	7.1%	$115	5.5%	$108	11.9%	$114	6.1%	$95	26.8%	$95	26.8%
Marketing / Program Management Director	Director of Communications and External Affairs	$211	100%	$213	$218	-2.9%	$217	$218	-2.9%	$209	1.0%	$230	-8.1%	$213	-0.6%	$240	-11.8%	$194	8.8%	$196	7.6%
Marketing / Program Management Senior Professional	Management Analyst	$137	100%	$149	$153	-10.6%	$152	$165	-16.8%	$130	5.7%	$135	1.2%	$135	1.5%	$145	-5.7%	$135	1.8%	$135	1.8%
Marketing / Program Management Intermediate Professional	Energy Programs Analyst	$100	100%	$107	$104	-4.3%	$108	$107	-6.6%	$102	-2.0%	$105	-4.5%	$111	-10.2%	$116	-13.8%	$87	14.4%	$87	14.4%
Regulatory Affairs Manager	Regulatory and Legislative Manager	$151	100%	$159	-	-4.8%	$159	-	-4.8%	$171	-11.8%	$190	-20.4%	$189	-20.0%	$218	-30.8%	$160	-5.7%	$160	-5.7%
Regulatory Affairs Senior Professional	External Affairs Manager II	$110	90%	$124	$123	-10.3%	$128	$123	-10.3%	$113	-2.4%	$120	-8.7%	$111	-1.0%	$121	-9.2%	$111	-1.3%	$111	-1.3%
Regulatory Affairs Senior Professional	External Affairs Manager I	$98	90%	$124	$123	-19.9%	$128	$123	-19.9%	$113	-12.9%	$120	-18.5%	$111	-11.6%	$121	-19.0%	$111	-11.9%	$111	-11.9%
Technology / Data Intermediate Professional	Data Analyst II	$110	100%	$135	$134	-17.8%	$137	$138	-20.3%	$107	2.5%	$110	0.3%	$105	4.9%	$112	-2.1%	$95	15.4%	$95	15.3%
Technology / Data Intermediate Professional	Data Analyst I	$107	100%	$135	$134	-20.0%	$137	$138	-22.5%	$107	-0.3%	$110	-2.5%	$105	2.0%	$112	-4.8%	$95	12.3%	$95	12.1%

4A. Benefits Valuation Analysis

Comparison to CCA Peer Group

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About the Report

What is the BVA?

The report is a tool designed to allow you to assess the competitiveness of your benefit package, as a whole and by plan. It generates a common dollar value for benefit plans with varying plan designs and provisions. Statistical comparisons are then made to create an objective pay neutral analysis comparison of your plans to those of the peer group. This methodology employed in preparing our analysis is based on several key fundamentals:

- **Market Replacement Value of Benefit Plans**: "Value" is determined from the employee's perspective, i.e., dollar values represent the employer-enhanced value of the benefits being provided to the employees.
- **Plan Design Emphasis**: The focus of the BVA is on valuing plan design. We remove other factors such as geographic differentials, claims experience, and negotiating power that can affect the cost of benefit plans, but not value. This results in an objective comparison of one employer versus the peer group.
- **National Composite Workforce**: The report compares your benefit plans with those of your peer group based on a hypothetical national composite workforce / sample census. The composite workforce is a set of generic employee profiles that represents a typical employee population. The workforce composite profiles are derived and calculated from a national cross-section of representative organizations that vary by industry, size, and geography. The same workforce is used for all organizations in the study, so the effect of different employee demographics is removed from the value comparison.

Points of Comparison

To compare your competitive position relative to the peer group, the charts show where your organization leads and lags according to the following criteria:

- **Values:** Shows the range of dollar values for all organizations in the peer group
- **Rank:** Identifies your organization's plan value position relative to the peer group values
- **Quartile:** Shows the distribution of the peer group's plan values by showing the 1st and 3rd quartiles and median dollar values
- **Index:** Illustrates the relationship of your benefit values to the median values of the peer group (the median value equals an index of 100)
- **Organization A:** Organization A represents OCPA

About the Index

The charts reflect the average of the **national composite workforce**. Your position is described in terms of the **index**:

- **Above Median** Index of 106 and above
- **Aligned with Median** Index between 95 and 105
- **Below Median:** Index of 94 and below

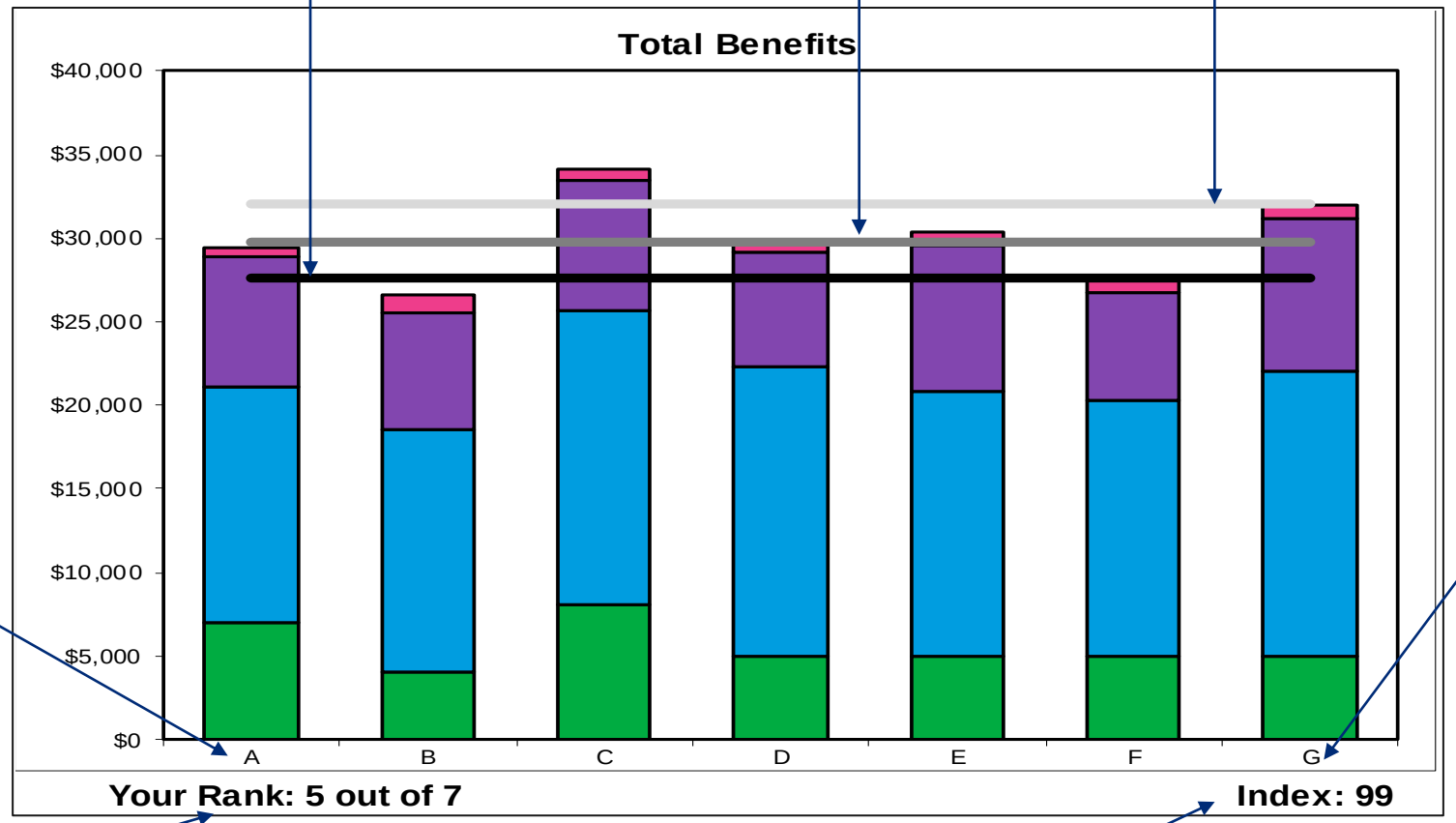
The lines within the chart indicate the values at the 25th, 50th, and 75th percentiles.

About the Report

25th Percentile/1st Quartile - 25% of the peer's value is less than this value

50th Percentile/Median – the "middle" value among the peer group

75th Percentile/3rd Quartile – 75% of the peer's value is less than this value



Organizations B - G – Represents the remaining peers. This matches with the same corresponding letter in the SPF report

Organization A – Represents Your Company

Rank - Identifies your organization's plan value position relative to the peer group values

Index - Illustrates the relationship of your benefit values to the median values of the peer group (the median value equals an index of 100)

About the Report

Participant Listing

Orange County Power Authority (OCPA) selected the following organizations as peers for the benefits comparison:

3CE - Central Coast Community Energy
Clean Power Alliance
East Bay Community Energy
Orange County Power Authority
Peninsula Clean Energy
San Diego Community Power
Sonoma Clean Power Authority

Executive Summary

Orange County Power Authority's benefit value is aligned with the median value among the peer group

Orange County Power Authority
BVA Relative Value

$29,495

per employee per year relative value for Retirement, Health, Paid Leave and Life & Disability benefits

Overall Index Rating

Index of 99

Orange County Power Authority benefits are 1% below the median value for Retirement, Health, Paid Leave and Life & Disability benefits

Overall Rank

Rank of 5

Orange County Power Authority benefits are ranked 5 out of 7 organizations when combining Retirement, Health, Paid Leave and Life & Disability benefits

Median
BVA Relative Value

$ 29,709

per employee per year relative value for Retirement, Health, Paid Leave and Life & Disability benefits

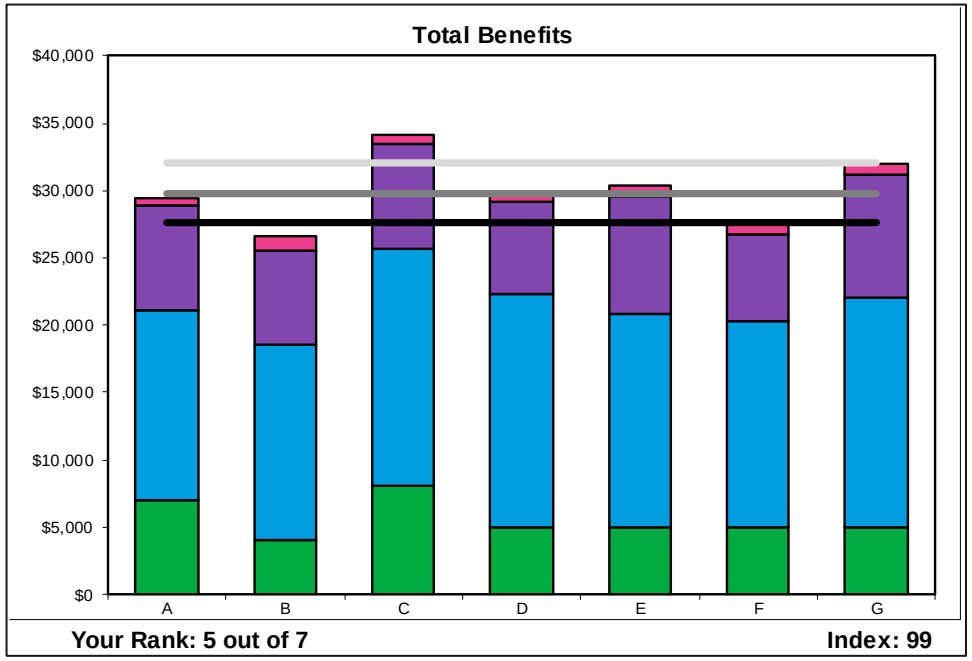
Benefits	2023	Summary	Benefits	2023	Summary
Retirement ↑	Rank = 2nd Index = 140	OCPA's above-median comparison is a result of providing a matching and non-matching contribution that totals 14% compared to the median plan providing a total employer contribution of 10%.	**Paid Leave** =	Rank = 3rd Index = 101	OCPA's aligned-with-median position is driven by providing a total number of days that is similar to the median plan.
Medical =	Rank = 5th Index = 97	OCPA's position is a result of requiring the employees to pay slightly more of the total premium for coverage, offset with offering plan provisions that are competitive compared to the median plan design.	**Life & Disability** ↓	Rank = 6th Index = 73	OCPA's below-median position is a result of providing a plan design that is below median for Long-Term Disability combined with requiring the employees to pay for full coverage on Short-Term Disability, offset by offering a plan design for Life Insurance that is above the median plan design.
Dental ↓	Rank = 7th Index = 48	OCPA's below median comparison is a result of requiring the employees to pay more of the premium compared to the median plan combined with plan provisions that are slightly below the median designs.			

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Total Benefits

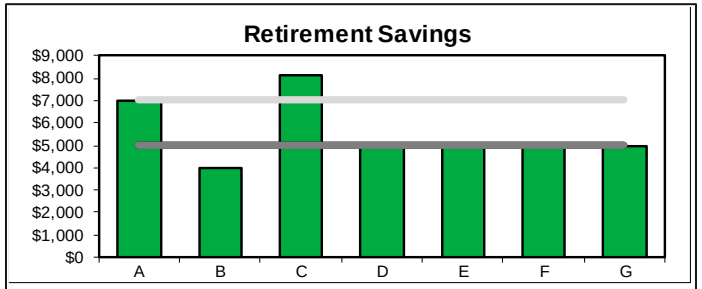
Peer Group Position

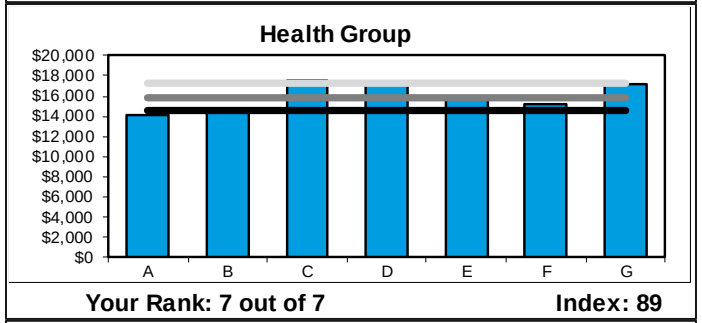
- OCPA's overall Total Benefits position is generated by:
  - Above-median comparison is driven by a total employer contribution for the Defined Contribution that is above the median plan design.
  - Below-median position is driven by a Dental plan design that is below the median plan design, offset by a Medical plan design that is competitive to the median plan value.
  - Aligned-with-median position is driven by providing a similar number of days off for the PTO plan, offset slightly by offering one less day for Holidays.
  - Below-median position is driven by a below median for Long-Term Disability plan design combined with requiring the employees to pay for full coverage on Short-Term Disability, offset by offering a plan design for Life Insurance that is above the median plan design.

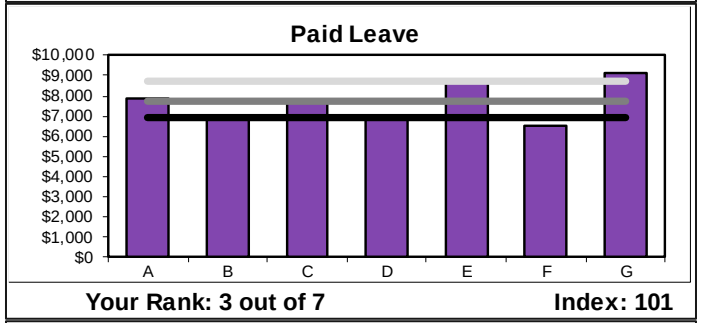


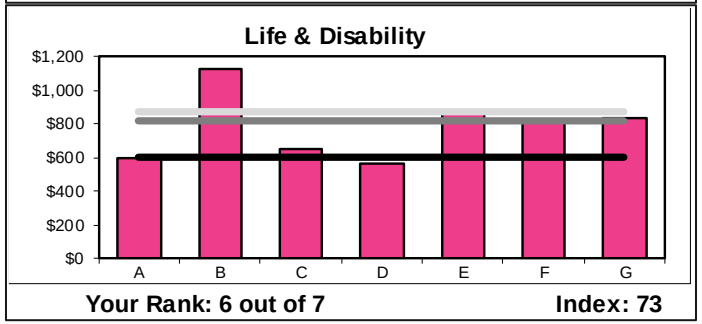
Key Take Away

OCPA's overall total benefits position is aligned with the median value as a result of providing plan designs that are above the median plan for Retirement Savings, combined with providing a similar total number of the days off for Paid Leave, offset by the designs for Health Group and the Life & Disability benefits that are below the median plan designs.









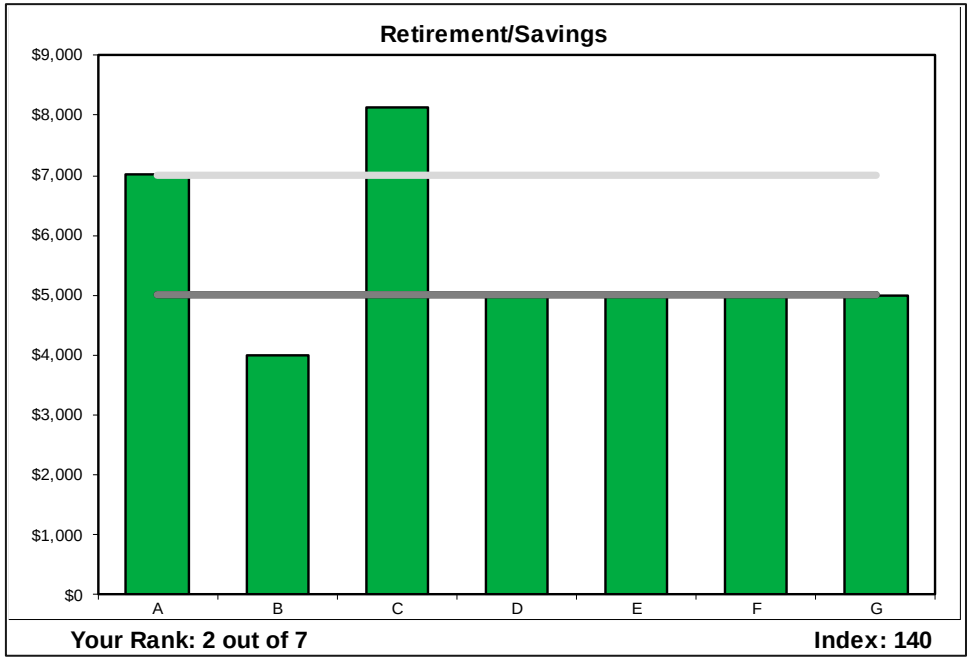
Retirement Savings

Peer Group Position

- OCPA's above-median comparison is driven by a total employer contribution for the Defined Contribution that is at 14% compared to the median being 10%.
- None of the organizations, including OCPA, provides an active Defined Benefit or a Stock Purchase plan to new hires or offers a Stock Purchase plan.

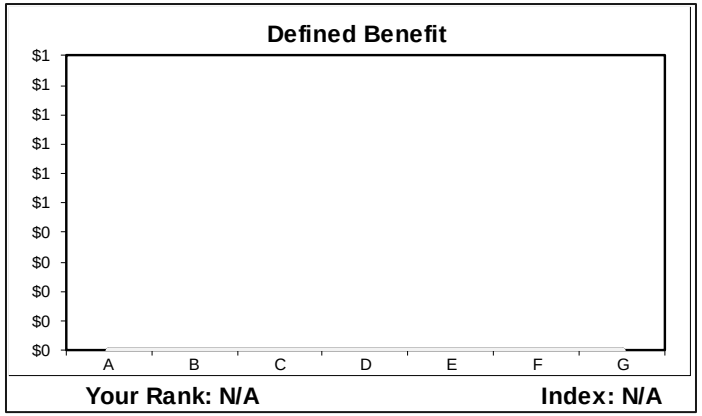
General Market Commentary

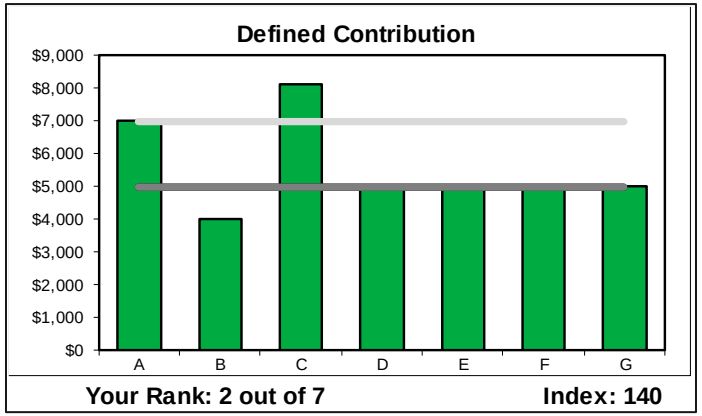
- Over the past five years, this study observed a 23% decrease in organizations offering active Defined Benefit Retirement Plans.
- As a result, more organizations provide funding through fixed or discretionary non-matching contributions to a Defined Contribution Plan, as reported by 57% of organizations in this study.
- Organizations are also encouraging participation in pretax savings plans with automatic enrollment features, reported by 54% of organizations. The median enrollment percentage among the peers is 4%.

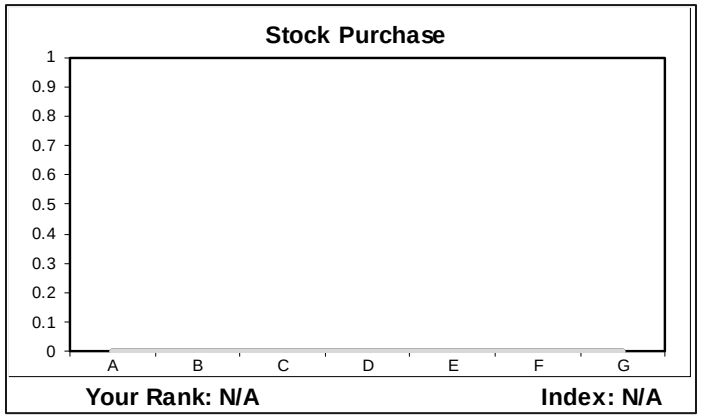


Key Take Away

OCPA's above median comparison is a result of the total employer contribution being 14% compared to the median plan design being at 10%.







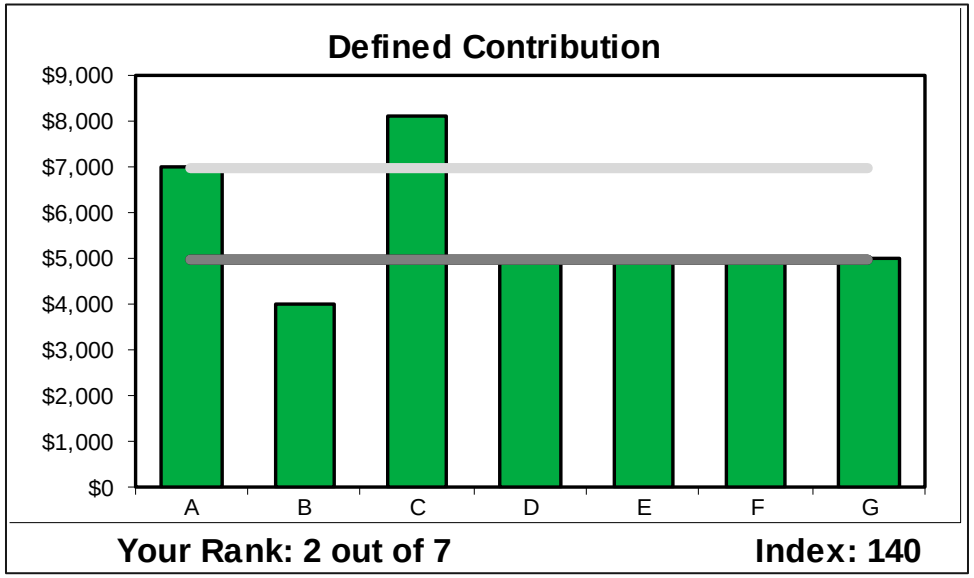
Retirement Savings
Defined Contribution

Peer Group Position

- OCPA's total employer contribution is derived from a matching contribution totals 4% of pay and a non-matching contribution of 10% compared to the median plan that has a 10% total employer contribution.
- Six peers provide a non-matching contribution, and one peer provides a matching only plan.
- Total employer contributions for the peer group range from 10% to 14%.

General Market Commentary

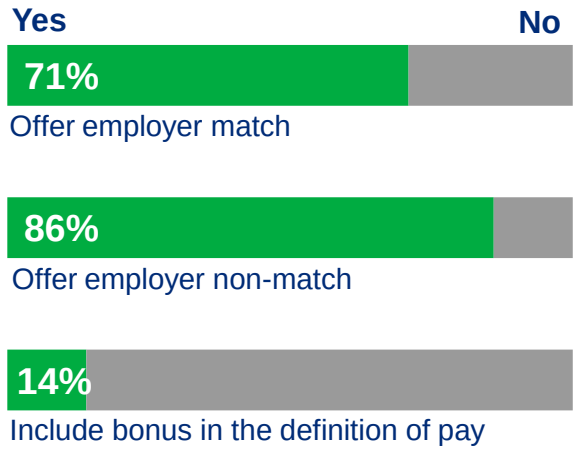
- Offered by 99% of organizations, where the median total employer contribution is 6%.
- 84% offer employer match.
- 56% offer employer non-match.
- 57% include bonus in the definition of pay.
- 40% offer immediate vesting for employer contributions.



	Median Plan	Your Plan Design
Matching Contribution	100% of the first 4%	100% of the first 4%
Non-Matching Contribution	6%	10%
Salary Definition	Base Pay	Base Pay
Excess Plan for Salary Limits	No	Yes

Key Take Away

OCPA's above-median comparison is a result of providing matching and non-matching contributions that total 14% compared to the median plan providing a total employer contribution of 10%.



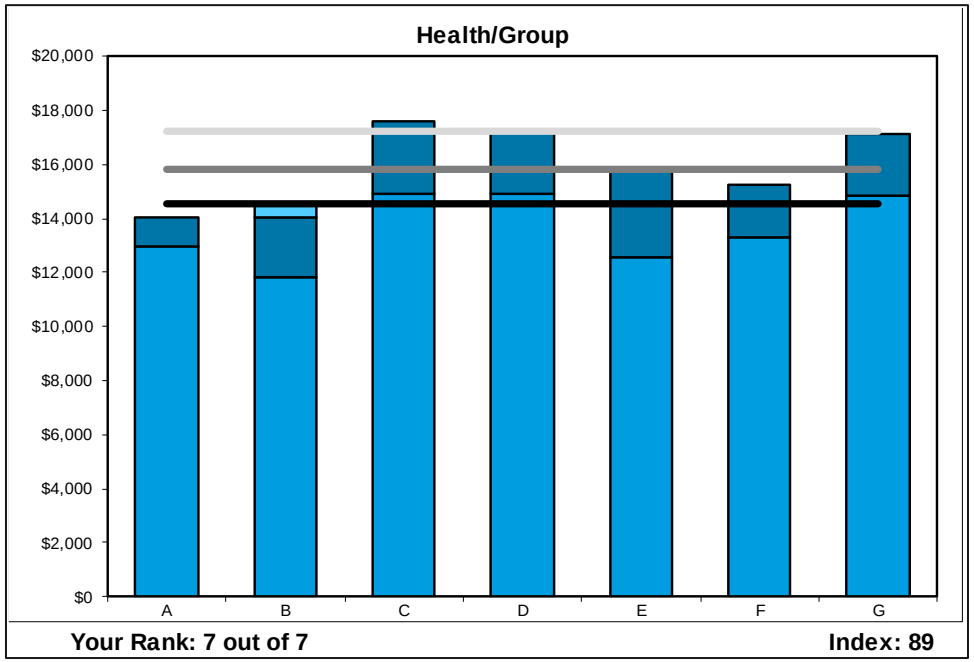
Health Group

Peer Group Position

- OCPA's below-median position is driven by a Dental plan design that is below the median plan value, offset slightly by a competitive Medical plan design that is aligned with the median plan value.
- One organization provides an employer-subsidized Flexible Spending Accounts coverage.
- No peers provide an employer-subsidized Post-Retirement Medical.

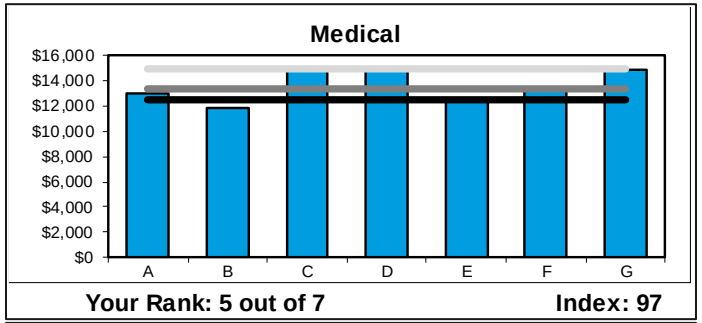
General Market Commentary

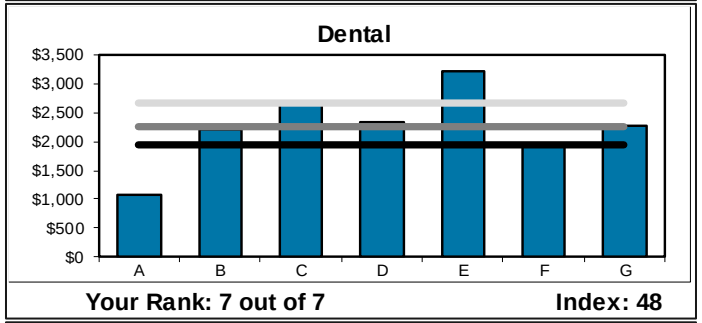
- Health benefit cost jumped 6.3% in 2021 (to an average of $14,542 per employee), following last year's increase of just 3.4%. Smaller employers, typically fully-insured, were hit with especially high increases, cost rose by 9.6% on average.
- Employers avoided cost-cutting changes to plan design in 2021 – in fact, we saw average deductibles actually decline for some coverage types. Benefit priorities have shifted in response to the pandemic's impact on the workforce. Many employers view supporting the mental, emotional and behavioral health of employees as a business imperative.

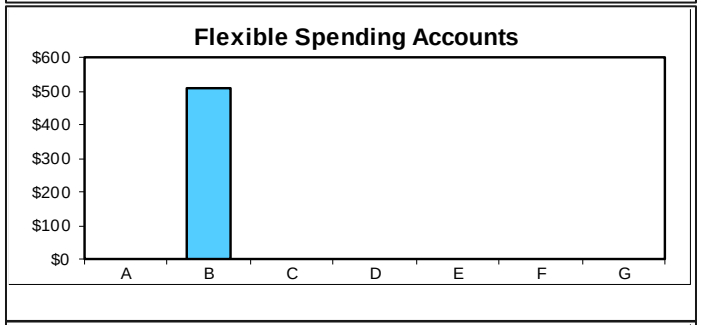


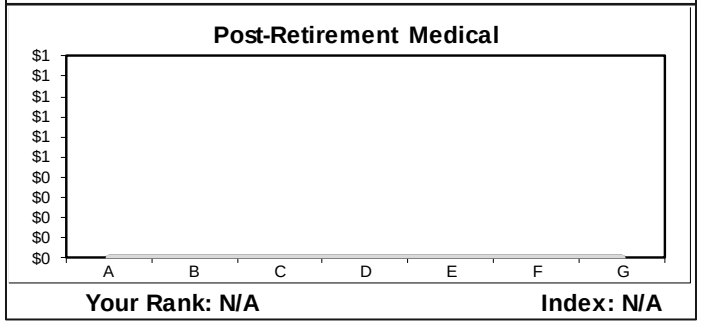
Key Take Away

OCPA's overall Health Group position is below the median value as a result of providing a Dental plan that provides a less rich plan design and a higher cost share for most coverages other than family coverage compared to the median plan, offset slightly by a Medical plan that is competitive with the median plan design.









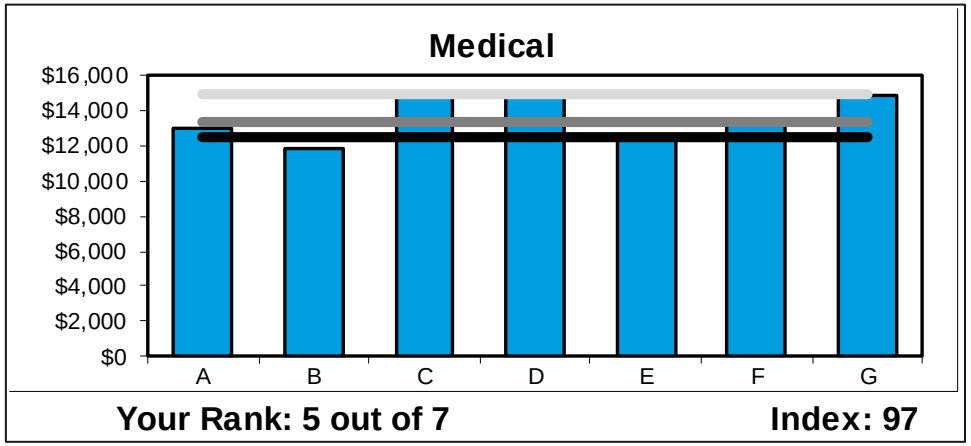
Health Group
Medical

Peer Group Position

- The plan with the largest percentage of employee participation was valued for all organizations in this study; OCPA's PPO plan was valued.
- OCPA's position is a result of requiring the employees to pay slightly more of the total premium for coverage, offset with offering plan provisions that are competitive compared to the median plan design.
- The average employee cost-share for valued plans is 0% for employee only coverage and 8% for family coverage.
- One peer varies their cost share by the employee's dependent ages.

General Market Commentary

- 74% have a PPO Medical Option with an average cost share of 19% for employee only and 24% for family.
- 77% have a HDHP Medical Option with an average cost share of 13% for employee only and 17% for family.
- 22% have a HMO Medical Option with an average cost share of 16% for employee only and 25% for family.



Key Take Away

OCPA's competitive position is a result of providing plan provisions that are competitive with the median plan, offset slightly with a cost share that requires the employees to pay more of the premium.

	Median Plan Design	Your Plan Design
Plan Type	PPO	PPO
Employee Cost-Share	0% Employee Only 8% Family	14% Employee Only 15% Family
Annual Deductible	$300 Individual $600 Family	$500 Individual $1,000 Family
Out-of-Pocket Limit	$1,300 Individual $3,600 Family	$2,000 Individual $4,000 Family
Coinsurance/ Copayments	10% Inpatient Hospital $20 Office Visit $30 Rx	20% Inpatient Hospital $20 Office Visit $30 Rx
Employer HSA/HRA Funding	N/A	N/A

Health Group
Medical



29%
Offer an HDHP

86%
Offer a PPO or POS

100%
Offer an EPO or HMO

Median Medical Plan Features				
	Your Plan Design PPO	**HDHP**	**PPO or POS**	**HMO or EPO**
In-Network Deductible	$500 Individual $1,000 Family	$1,750/Individual $3,500/Family	$400/Individual $800/Family	$0/Individual $0/Family
In-Network Inpatient Hospital	20% Coinsurance	20% Coinsurance	15% Coinsurance	$500 Copay
In-Network Office Visits	$20 Copay	20% Coinsurance	$20 Copay	$20 Copay
In-Network Out-of-Pocket Limits	$2,000 Individual $4,000 Family	$4,000Individual $8,000/Family	$4,700/Individual $9,400/Family	$3,000/Individual $6,000/Family
Employer HSA/HRA Funding	Not Applicable	$1,300/Individual $1,300/Family	Not Applicable	Not Applicable
Employee Cost-Share	14% Employee Only 15% Family	0% Employee Only 0% Family	0% Employee Only 0% Family	0% Employee Only 0% Family

*The details on this page do not represent the median value, rather the median plan features for each of the various plan designs offered among the peers and is inclusive of all plans offered (not just the ones with the largest percentage of employee enrollment).

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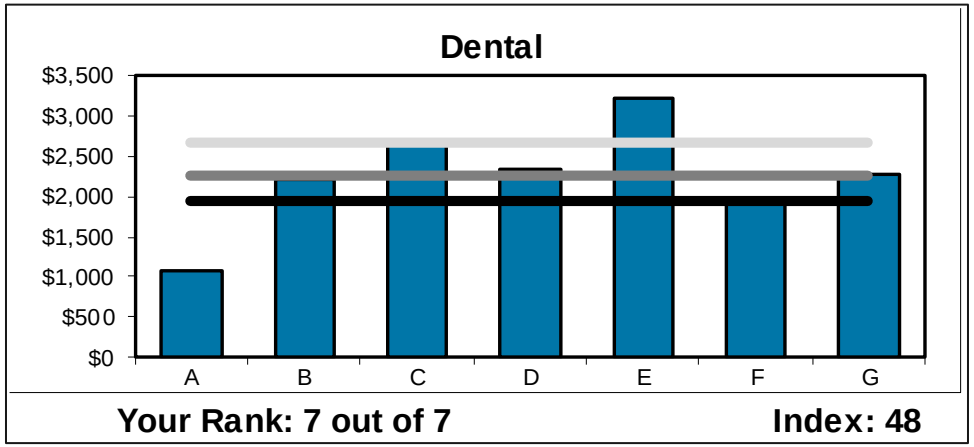
Health Group
Dental

Peer Group Position

- The plan with the largest percentage of employee participation was valued for all organizations in this study.
- OCPA's below median comparison is a result of requiring the employees to pay more of the premium compared to the median plan combined with plan provisions that are slightly below the median designs.
- The median employee cost-share for valued plans is 0% for employee only and 0% for family coverage.

General Market Commentary

- Median employee cost share – 40% for employee only coverage and 47% for family coverage.
- Median Plan Coverage is 100% for preventive, 80% for basic, 50% for major and 50% for orthodontia coverage.
- Median annual maximum is $1,500 and median lifetime orthodontia is $1,500.



Key Take Away

OCPA's below-median position is a result of providing plan provisions that are slightly less rich compared to the peer group median combined with a cost share that requires the employees to pay part of the premium compared to the fully employer-paid median plan.

	Median Plan Design	Your Plan Design
Plan Type	PPO	Silent PPO
Employee Cost-Share	0% Employee Only 0% Employee + Child 0% Employee + Spouse 0% Family	53% Employee Only 50% Employee + Child 50% Employee + Spouse 53% Family
Annual Deductible	$50/Individual $150/Family	$50/Individual $150/Family
Maximums (Annual/Lifetime)	$1,500 Annual / $1,000 Orthodontia	$1,500 Annual / $500 Orthodontia
Coinsurance	100% Preventive 80% Basic 50% Major 50% Orthodontia	100% Preventive 80% Basic 60% Major 50% Orthodontia

Paid Leave

Peer Group Position

- OCPA's aligned-with-median position is driven by providing a total number of days that is similar to the median plan.
- Three peers provide a Paid Time Off plan that combines various elements of Paid Leave and four peers provide a traditional vacation plan.
- One peer provides a separate Personal Leave plan.
- Four peers provide a separate Sick Leave plan.

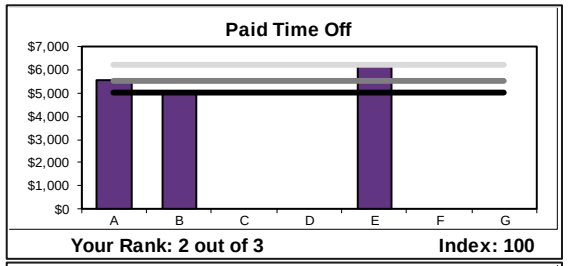
General Market Commentary

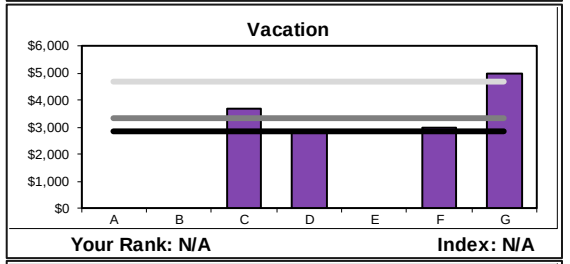
- Only 42 percent of respondents with PTO plans say that most of their employees take all of their allotted time, down from 51 percent in 2018 — and 15 percent say employees actually use less than 50 percent of PTO days.
- More than half report that open accruals/balances at the time of transition from a standard vacation/PTO plan were forfeited (where allowable); about two-fifths paid out balances and the rest allowed the accruals/balances to be used for STD top-off pay.

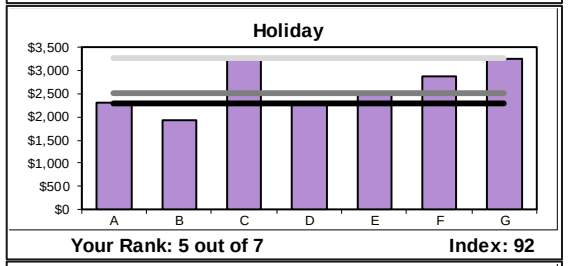


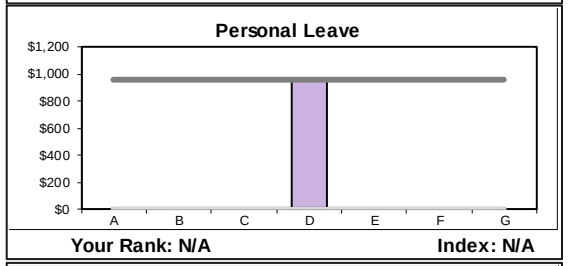
Key Take Away

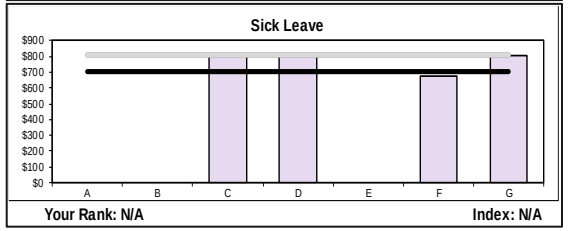
OCPA's position is result of providing a total number of days that is similar to the number of days off as the median plan as a result of being median plan among the peers that provide a PTO plan offset by providing one less Holiday than the median plan.









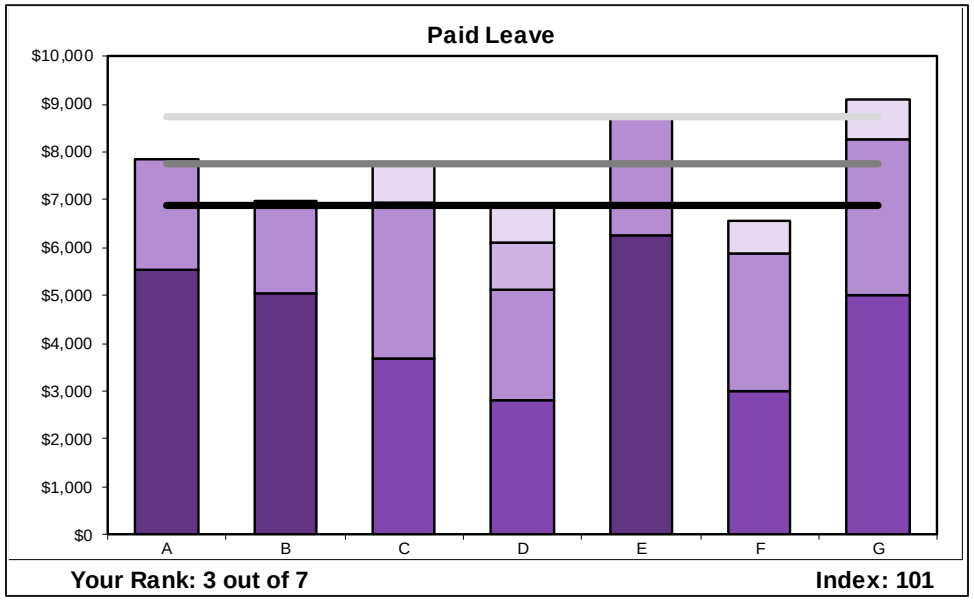


Paid Leave

Total Leave

Peer Group Position

- OCPA's position is a result of offering a total number of days off that is more than the median plan for after ten years of service.
- None of the peers provides an unlimited plan to any of their employees.
- OCPA provides the following:
  - PTO ranging from 22.5 days at hire to 32.5 days after ten years of service.
  - 12 Holidays.
- The median plan provides the following:
  - Traditional Vacation plan ranging from 15 days at hire to 20 days after fifteen years of service.
  - 17 Holidays.
  - 12 Sick days – please note that Mercer's methodology is for 35% of the days available will be used for the Sick Leave value.



Key Take Away

OCPA's aligned-with-median position is a result of providing a total number of days that is slightly below the median plan in the first five years of service but offset by offering a total number of days that is more than the median plan after ten years of service.

Years of Service	Median Total Leave	Your Total Leave	Difference	Years of Service	Median Total Leave	Your Total Leave	Difference
1 Year	37.2 Days	35.5 Days	-1.7 Days	**15 Year**	41.2 Days	44.5 Days	+3.3 Days
5 Years	41.2 Days	39.5 Days	-1.7 Days	**20 Years**	41.2 Days	44.5 Days	+3.3 Days
10 Years	41.2 Days	44.5 Days	+3.3 Days	**25 Years**	41.2 Days	44.5 Days	+3.3 Days

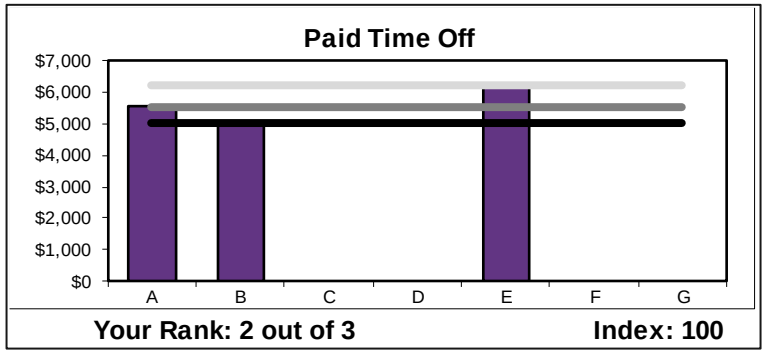
Paid Leave
Vacation / Paid Time Off

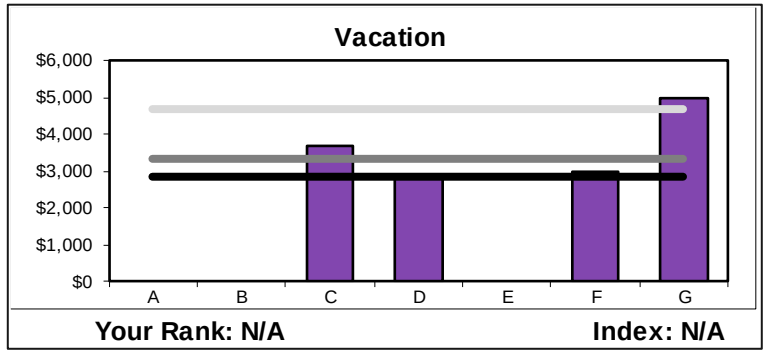
Peer Group Position

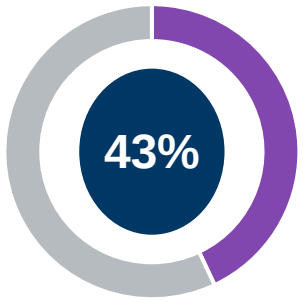
- Three organizations, including OCPA, provide a Paid Time Off plan whereby vacation days are included with other elements of paid leave such as personal leave, holidays, and/or sick leave.
- Four peers provide a traditional vacation plan.
- 100% of the peers allow for carryover, with the median number of days being about 40 days.
- Two peers allow for selling of time off.

General Market Commentary

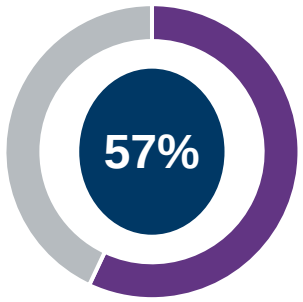
- Types of Paid Leave – Please note, some employers may offer a PTO plan to one group of employees and Vacation plan to others
  - 52% offer a traditional vacation plan
  - 50% offer a Paid Time Off (PTO) plan
  - 5% offer an Unlimited Time off Plan
- 72% allow carryover of unused days for traditional plans with a median of 30 days.
- 80% allow carryover of unused days for PTO plans with a median 30 days.







Offer a Vacation Plan



Offer a PTO Plan

Key Take Away

OCPA's plan provisions equal the median value.

Years of Service	Median Paid Time Off Plan	Your Plan Design
1 Year	23.5 Days	23.5 Days
5 Years	27.5 Days	27.5 Days
10 Years	32.5 Days	32.5 Days
15 Years	32.5 Days	32.5 Days
20 Years	32.5 Days	32.5 Days
25 Years	32.5 Days	32.5 Days

Paid Leave
Personal and Holidays

Peer Group Position

Personal Days

- One peer provides a Personal Leave plan where the one peer provides 5 days.

Holidays

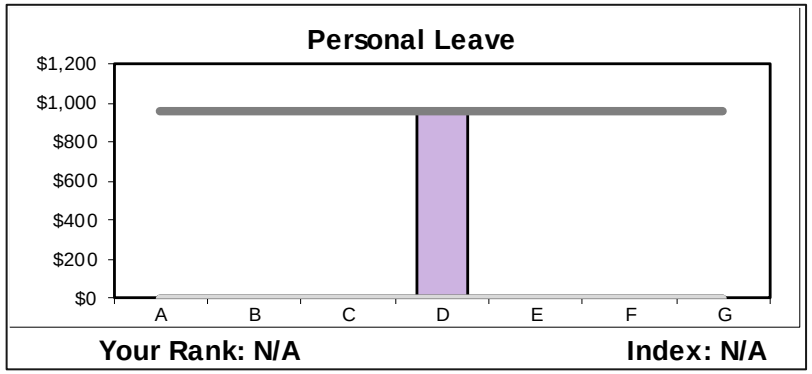
- All seven provide a separate Holiday plan.
- The holidays range from a minimum of 10 days to a maximum of 17 days, with a median of 13 days.

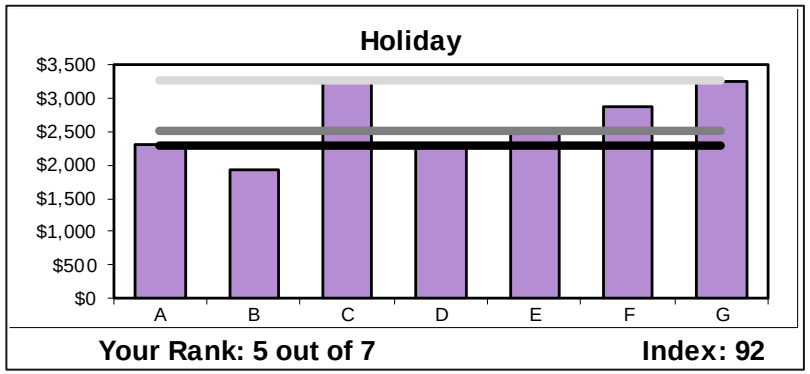
General Market Commentary

- Personal Days – Median number of personal days is 3 days.
- Holidays – Median number of holidays is 10 days.

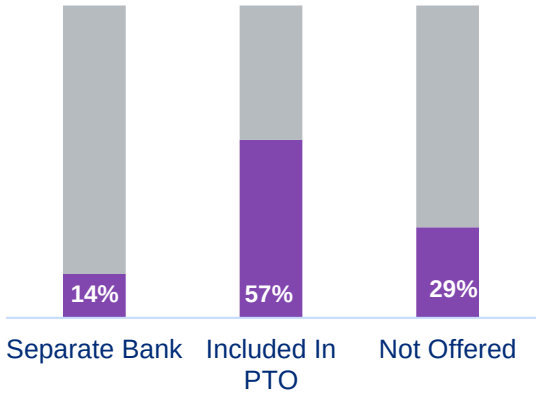
Key Take Away

OCPA is aligned with the peer group by not providing a Personal Leave, offset by offering fewer holidays compared to the median plan.

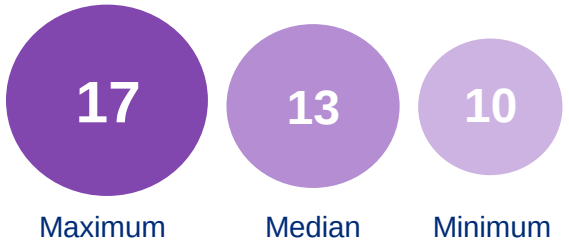




Personal Days



Paid Holidays



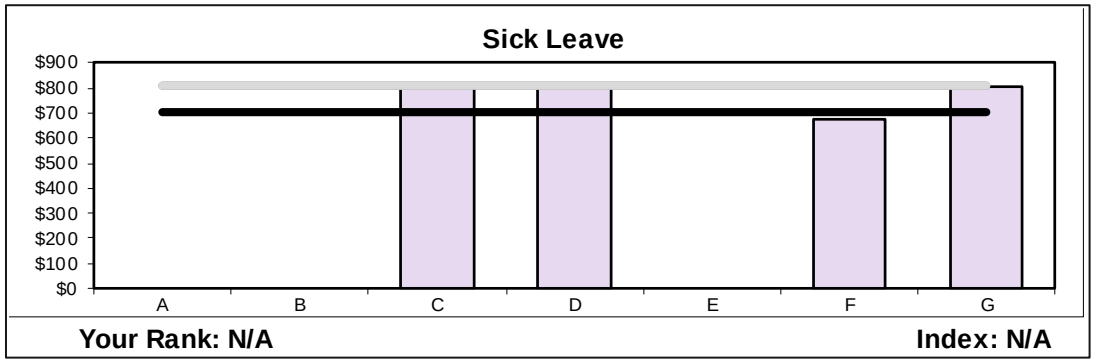
Paid Leave
Sick Leave

Peer Group Position

- Sick Leave Methodology benefit values are based on an assumption of only 35% of the number of days available being valued.
- When informal plans are used or Sick Leave is left to the discretion of management, 10 days are used to generate the values.
- Four peers provide a Sick Leave plan; three peers provide 12 days and one peer provides 10 days.
- Two peers allow for carryover of unused Sick days.
- The remaining peers include Sick days within their PTO plan.

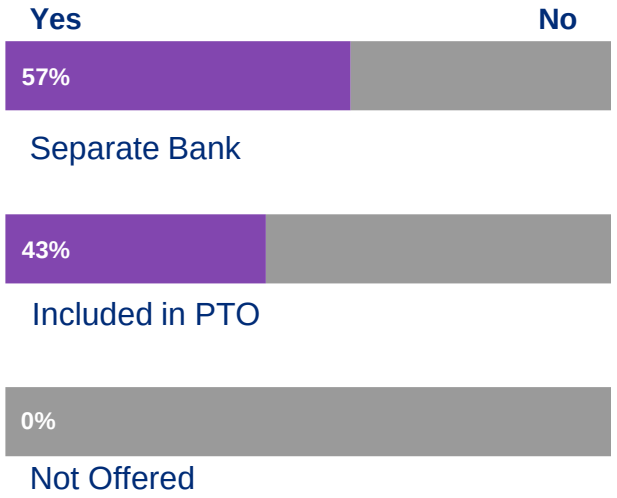
General Market Commentary

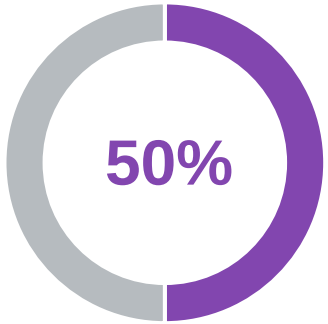
- Median number of sick days is 10 days.
- 59% of the plans offer carryover leave with either unlimited carryover or a limited number of days.
- 4% of the plans allow for accumulated sick days to be cashed out at termination.



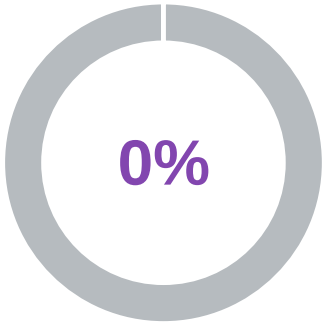
Key Take Away

OCPA includes their sick days within the PTO plan.





Offer carryover of Sick Leave



Offer payout upon termination

Paid Leave
Parental Leave

Peer Group Position

- Six peers provide a form of Parental Leave or Family Leave.
- 100% of those that provide a Parental Leave policy provide coverage for non-birth parent.
- 100% of those that provide a Parental Leave policy provide coverage for adoptive parent.

General Market Commentary

- 16% provide a Maternity Leave with the median benefit being 8 weeks.
- 5% provide Paternity Leave with the median benefit being 2 weeks.
- 49% provide a Parental Leave benefit with the median Parental Leave benefit being 6 weeks.
- Of organizations offering Parental Leave, 79% of organizations allow leave to be used for Adoption, and 40% of organizations allow leave to be used for placement of a Foster child.

	Median Plan Design	Your Plan Design
Plan Type	Parental Leave	Parental Leave
Number of Weeks	5 weeks	0 weeks
Percent of Pay Replaced	100% of pay	N/A

Key Take Away

OCPA is below the median by providing no paid parental leave, compared to the median plan which offers 5 weeks at 100% pay replacement.



100%
Offer Parental Leave

0%
Offer Maternity Leave

0%
Offer Paternity Leave

*Parental Leave is not included in the relative dollar value, rank, or index positioning as this benefit is not utilized by all employees on an annual basis.

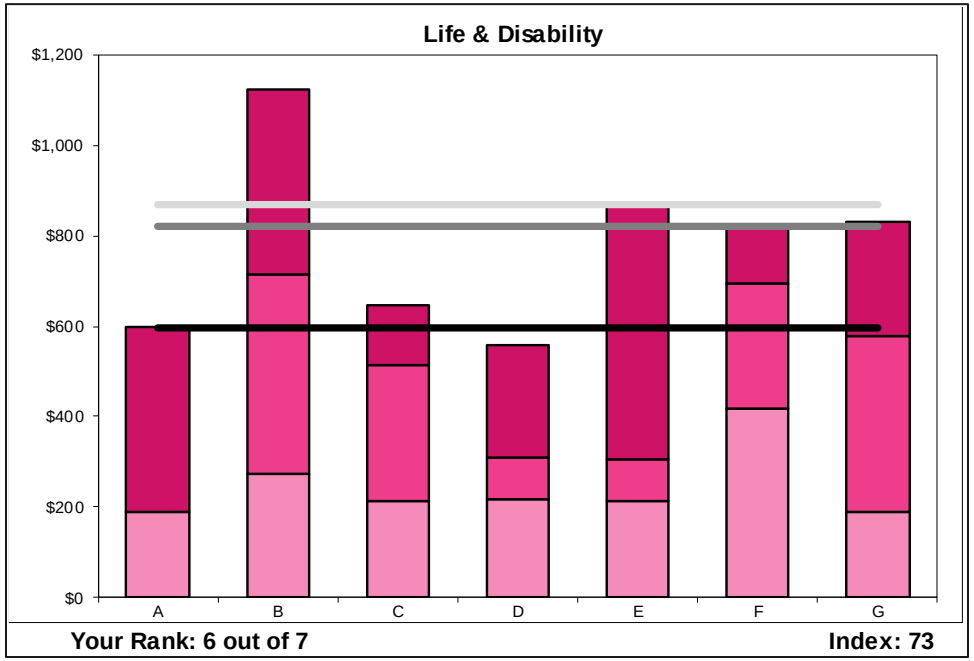
Life & Disability

Peer Group Position

- OCPA's below-median position is a result of providing a plan design that is below median for Long-Term Disability combined with requiring the employees to pay for full coverage on Short-Term Disability, offset by offering a plan design for Life Insurance that is above the median plan design.
- All peers provide employer-subsidized Life Insurance and Long-Term Disability plans.
- One peer does not provide an employer-subsidized Short-Term Disability plan.

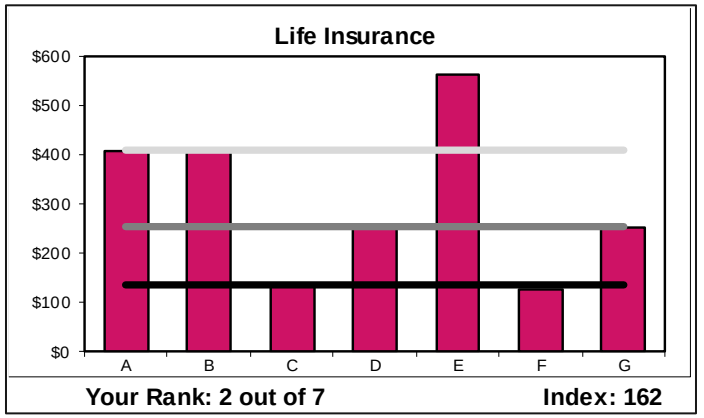
General Market Commentary

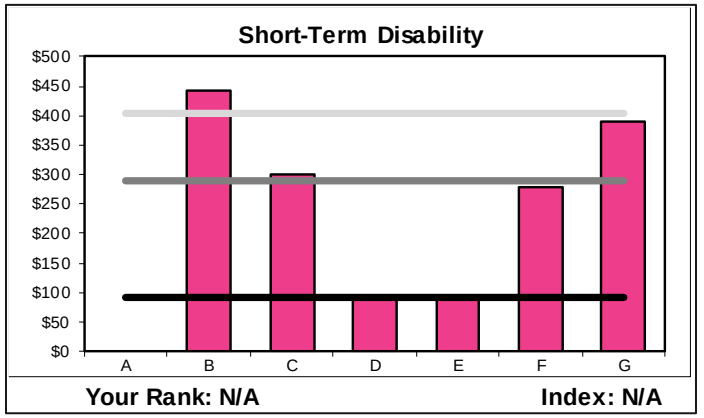
- 98% provide employer paid basic life insurance.
- 78% provide employer paid Short-Term Disability.
- 80% provide employer paid Long-Term Disability.

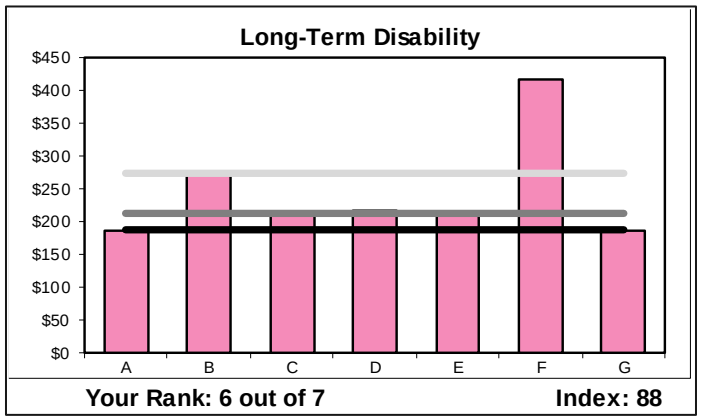


Key Take Away

OCPA's below-median position is a result of providing a plan design that is below the median for Long-Term Disability combined with requiring the employees to pay for full coverage on Short-Term Disability, offset by providing an above median plan design for the Life Insurance benefit.







Life & Disability

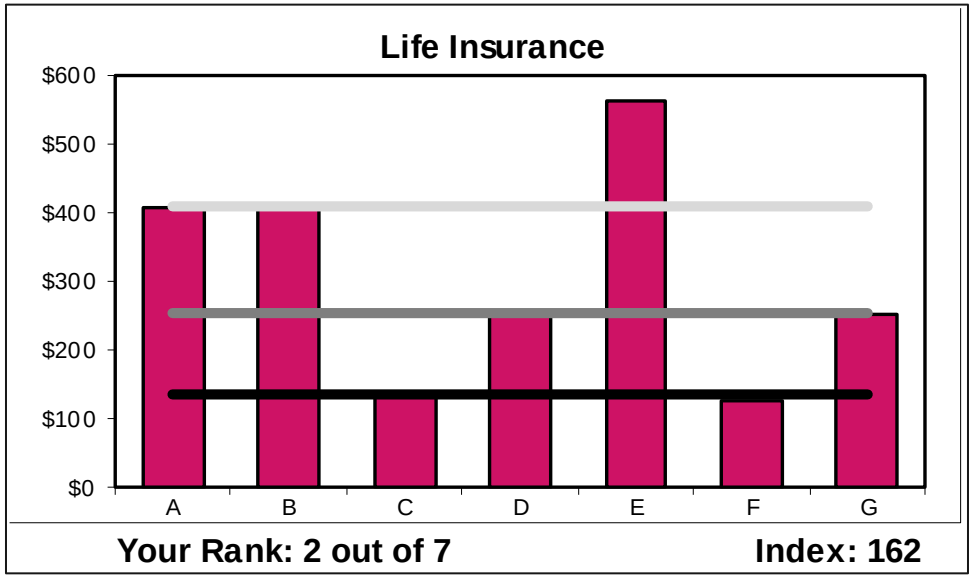
Life Insurance

Peer Group Position

- OCPA's above-median position is the result of offering a flat $200,000 pay benefit compared to the median plan that provides a 2x pay plan with a maximum payout of $500,000.
- Two peers provide a multiple of pay plan with ranges from 1x to 2x pay.
- Five peers provides a flat dollar payout with ranges from $50,000 - $300,000.
- The maximum Benefit amount ranges from $350,000 - unlimited.
- One peer provides an employer-paid spousal plan.
- No peers include bonus in the salary definition.

General Market Commentary

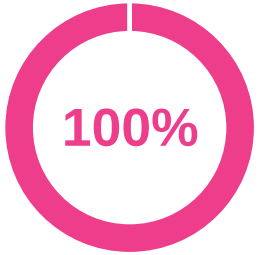
- The median plan design being 1.5x pay benefit.
- 15% provide a flat benefit plan.
- 85% provide a percent of pay Life Insurance plan.
- 86% provide a Basic AD&D benefit equal to the Basic Life Insurance benefit.
- 9% provide employer paid spouse/dependent Life Insurance.



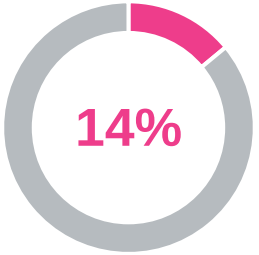
Key Take Away

OCPA is above the median plan design as a result of providing a flat $200,000 compared to the median plan that provides 2x pay (up to $500,000).

Note that for employees that earn more than $100,000, OCPA's position will begin to drop **below** median as a result of the $200,000 maximum.



Offer employer-paid Basic Life Insurance



Offer employer-paid Spouse/Dependent Life Insurance

	Median Plan Design	Your Plan Design
Multiple of Pay	2x pay	Flat $200,000 pay out
Maximum Coverage Amount	$500,000	$200,000
Salary Definition	Base Pay	Base Pay

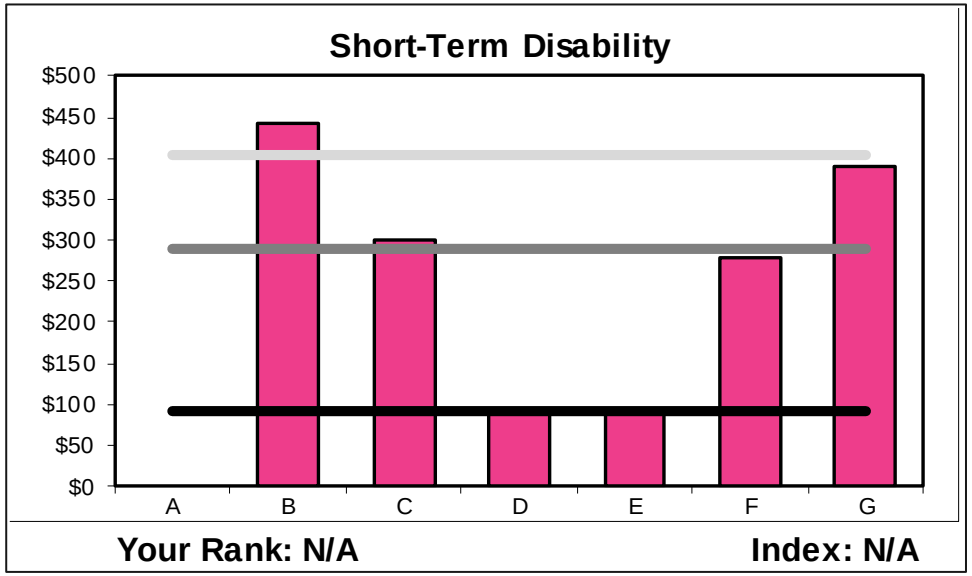
Life & Disability
Short-Term Disability

Peer Group Position

- Short-Term Disability benefit values are based on amounts payable in the first 6 months of disability; Sick Leave carryover and LTD commencing before 6 months of disability are included in Short-Term Disability.
- OCPA's requires the employees to pay for the Short-Term disability benefit thus resulting in a $0 value.
- None of the peers provide any weeks at a 100% pay replacement. Two peers provide sick leave carryover, thus generating a few weeks at the 100% pay replacement.

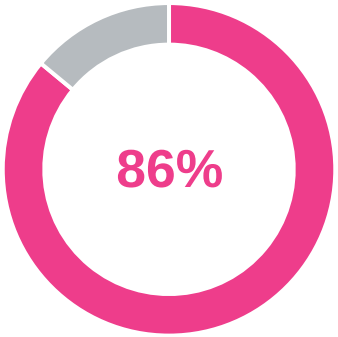
General Market Commentary

- 78% provide employer-paid coverage
- Typical plan covers 60% of base pay up to 26 weeks with an unlimited weekly benefit
- 42% of participants provide all or a portion of the disability at 100% pay replacement



Key Take Away

OCPA's position is a result of requiring the employees to pay for the full coverage.



Provide employer-subsidized Short-Term Disability

	Median Plan Design	Your Plan Design
Benefit	26 weeks at a 20% pay replacement; includes up to 12 days of sick leave	
Salary Definition	Base pay	
Elimination Period	7 days	
Maximum Weekly Benefit	$1,500	

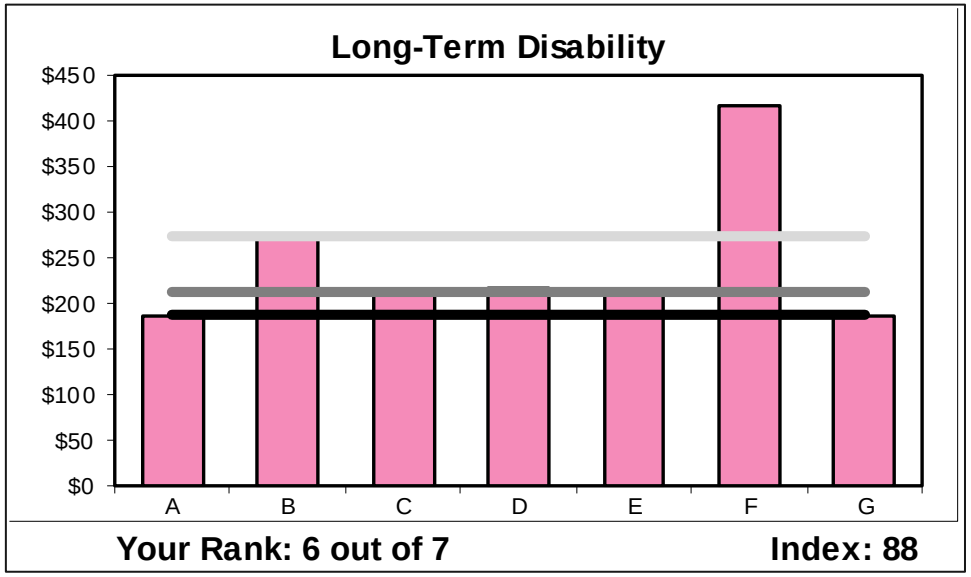
Life & Disability
Long-Term Disability

Peer Group Position

- OCPA's below-median position is a result of providing a maximum of $5,000, compared to the median providing a monthly maximum of $10,000 even though both organizations provide a 60% pay replacement.
- Pay replacement ranges from 60% - 70% with the median pay replacement being 60%.
- Maximum benefit ranges from $5,000-$12,000.
- Six peers use the Family selection for the Social Security offset, while one peer does not use either family or individual selection.

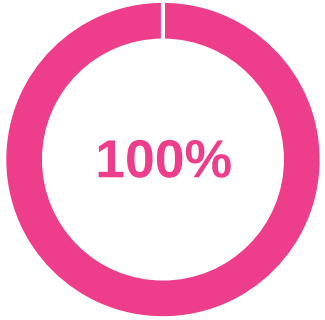
General Market Commentary

- The median pay replacement being 60%.
- Median monthly maximum is $10,000.
- The majority of the peers provide a family Social Security offset.



Key Take Away

OCPA's position is a result of providing a 60% pay replacement with a monthly maximum of $5,000, compared to the median plan providing a 60% pay replacement with a monthly maximum of $10,000.



Provide employer-subsidized Short-Term Disability

	Median Plan Design	Your Plan Design
Benefit	60% pay replacement	60% pay replacement
Salary Definition	Base pay	Base pay
Maximum Monthly Benefit	$10,000	$5,000
Social Security Offset	Family Offset	Family Offset

Non-Traditional Benefits

Education Assistance

Peer Group Position

- Three peers indicated they had an Education Assistance plan.
- All three peers provide a reimbursement percentage of 100%.
- Reimbursement limits amongst the peers range from $1,500-$5,000 per year for undergraduate and graduate.
- Six peers vary their tuition reimbursement based on grades.
- None of the peers provide tuition reimbursement to an employee's spouse or children.

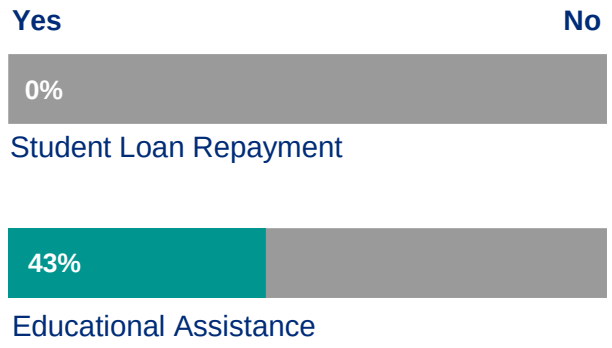
General Market Commentary

- **82%** provide educational assistance.
- The median reimbursement limits is **$5,250** per year for both undergraduate and graduate courses.
- **78%** require employees to payback upon termination

Prevalence Data

Educational Assistance	Median Plan Design
Reimbursement %	100%
Maximum Annual Dollar Limit	$3,500
Require Payback upon Termination	No
Covers Books	Yes

*Non-traditional benefits are not included in the relative dollar value, rank, or index positioning.



Key Take Away

OCPA is below the median design by not offering a plan.

Non-Traditional Benefits

Additional Benefits

General Market Commentary

- Mercer conducted the 2022 Flexible Working Policies and Practices survey with 749 respondents and found that the happiest employees are hybrid workers; 77% report being able to maintain a reasonable work-life balance.
- 53% of employers are working to expand the types of flexibility offered
  - 42% offer part-time schedules
  - 70% offer flex time (e.g., adjusted start and stop times)
  - 32% have, or are considering offering, a 4-day workweek to all or some employees
  - 18% offer variable or alternative shifts
  - 14% offer phased or flexible retirement

Non-traditional Benefits	Yes	No	Percent
Adoption Benefits	2	5	29%
Business Casual Policy	6	1	86%
Child/Elder Care Assistance	1	4	20%
College Scholarships	0	5	0%
Discount Purchasing	1	4	20%
Employee Assistance Plan	7	0	100%
Executive Company Car	2	4	33%
Financial Planning Assistance	4	3	57%
Flextime	4	3	57%
Formal Training/Professional Development Program	5	1	83%
Free/Subsidized Parking	6	0	100%
Funeral Leave	6	1	86%
Gambling Addiction Counseling	4	2	67%
Home Computer Offered	6	1	86%
Infertility Services	2	5	29%
Job Sharing	0	5	0%
Lactation Rooms	7	0	100%
Legal Counseling	5	2	71%
Life Insurance - Business Travel/Accident	2	5	29%
Military Leave	7	0	100%
Non-executive Company Car	1	4	20%
Onsite Child Care	0	5	0%
Onsite Fitness Facility	1	4	20%
Other Employee Company Car	1	4	20%
Paid Maternity Leave	1	6	14%
Paid Parental Leave	5	2	71%
Paid Paternity Leave	1	6	14%

Non-traditional Benefits	Yes	No	Percent
Paid/Subsidized Offsite Fitness Facility	2	3	40%
Parental/Family Leave	6	1	86%
Pre-Retirement Counseling	1	6	14%
Relocation Allowance	4	2	67%
Sales Employee Company Car	0	5	0%
Satellite Workplace	1	4	20%
Subsidized Eating Facility	0	5	0%
Telecommuting	6	1	86%
Telemedicine	5	2	71%
Wellness Program	4	2	67%
Work at Home Policy	7	0	100%

* Percentage based on those that responded.

Appendix

The following supporting documents are being provided for your reference and were used in the support of this report.

- Summary of Plan Features – this report displays participant data imported from Mercer's national benefits database and is the basis for the valuation.
- Methodology – This section details the methods used by Mercer to value the benefit plans included in the Summary of Plan Features report for each comparator organization.

Summary of Plan Features

Medical Plan	Organization A	Organization B	Organization C	Organization D
Plan ID	MD0010	MD0020	MD0020	MD0020
General				
Plan Type	PPO	EPO	PPO	PPO
Plan Type Comments				
Plan Status	Active	Active	Active	Active
Plan is Out-of-Area Plan	No	No	No	No
Plan is a Silent PPO	Not Specified	Not Specified	Not Specified	Not Specified
Percent Of All Employees Participating in This Plan				
This plan has an HSA/HRA included (If Yes, data is in the HSA/HRA section, at bottom)	Yes	No		
This plan has Post-retirement Medical Coverage (If yes, data is in the Retiree Medical sections, at bottom)	No	Yes		
Deductibles				
Deductible Levels				
Level	Individual	Individual		
In Net %				
In Net Amt	$1,500.00	$0.00		
In Net Tier 2 %				
In Net Tier 2 Amt				
Out of Net %				
Out of Net Amt	$5,000.00			
Level	Individual + 1	Individual + 1		
In Net %				
In Net Amt		$0.00		
In Net Tier 2 %				
In Net Tier 2 Amt				
Out of Net %				
Out of Net Amt				
Level	Family	Family		
In Net %				
In Net Amt	$3,000.00	$0.00		
In Net Tier 2 %				
In Net Tier 2 Amt				
Out of Net %				
Out of Net Amt	$10,000.00			

METHODOLOGY

ABOUT THIS SECTION

This section details the methods used by Mercer to value the benefit plans included in the Plan Value Comparisons and Employee Profile Comparisons sections. For each item discussed, we provide an example illustrating how each plan is valued. *Note: Your organization's plan features may vary somewhat from the examples provided. However, we have applied these techniques, with adjustments where necessary, to the actual features of your plan.*

SECTION CONTENTS

The Methodology contains the following sections:

PRINCIPLES

- Basic methodology
- Market valuation
- Mean use
- Participation
- Personal substitution

NATIONAL COMPOSITE WORKFORCE

- Workforce demographics
- Target bonuses
- Position classification
- Cash Compensation
- Annual Salary
- Bonus

RETIREMENT/SAVINGS

- Defined Benefit plans
- Defined Contribution plans
- Stock Purchase plans

HEALTH/GROUP BENEFITS

- Medical benefits
- Dental benefits
- Dependent Care Spending Accounts
- Health Care Spending Accounts
- Post-retirement Medical benefits

PAID LEAVE

- Paid Time Off
- Vacation
- Holidays
- Personal Leave
- Sick Leave

TIME LOSS BENEFITS

- Life Insurance benefits
- Short-term Disability benefits
- Long-term Disability benefits

4B. Benefits Valuation Analysis

Comparison to General Industry

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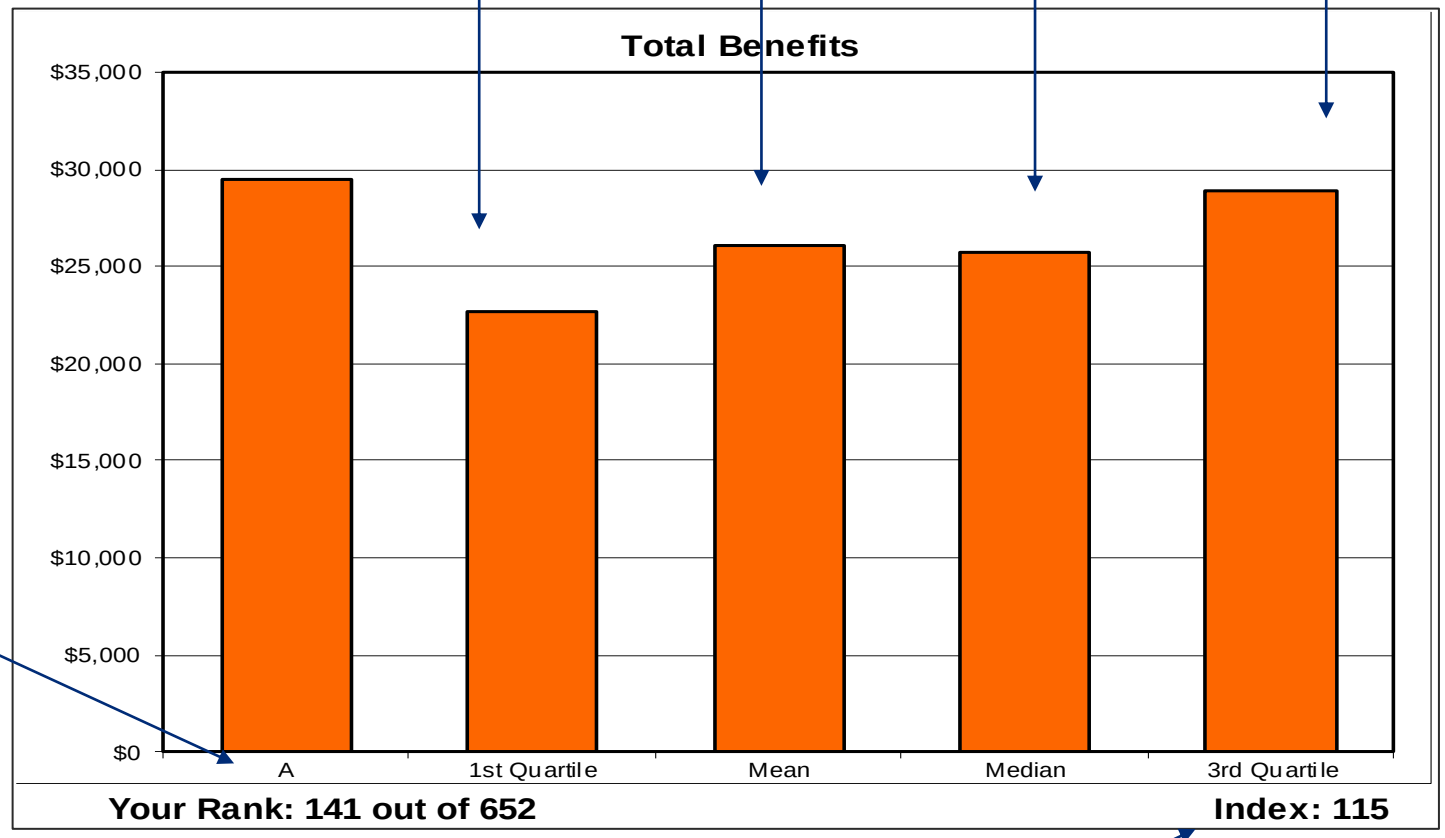
About the Report

25th Percentile/1st Quartile: 25% of the peers' value is less than this value

Mean: The arithmetic average among the peer group

50th Percentile/Median: The "middle" value among the peer group

75th Percentile/3rd Quartile: 75% of the peers' value is less than this value



Organization A – Represents Your Company

Rank - Identifies your organization's plan value position relative to the peer group values

Index - Illustrates the relationship of your benefit values to the median values of the peer group (the median value equals an index of 100)

Executive Summary

Orange County Power Authority's benefit value is above the median value among the peer group

OCPA
BVA Relative Value
$ 29,495
per employee per year relative value for Retirement, Health, Paid Leave and Life & Disability benefits

Overall Index Rating
Index of 115
OCPA benefits are 15% above the median value for Retirement, Health, Paid Leave and Life & Disability benefits

Overall Rank
Rank of 141
OCPA benefits are ranked 141 out of 652 organizations when combining Retirement, Health, Paid Leave and Life & Disability benefits

Median
BVA Relative Value
$ 25,703
per employee per year relative value for Retirement, Health, Paid Leave and Life & Disability benefits

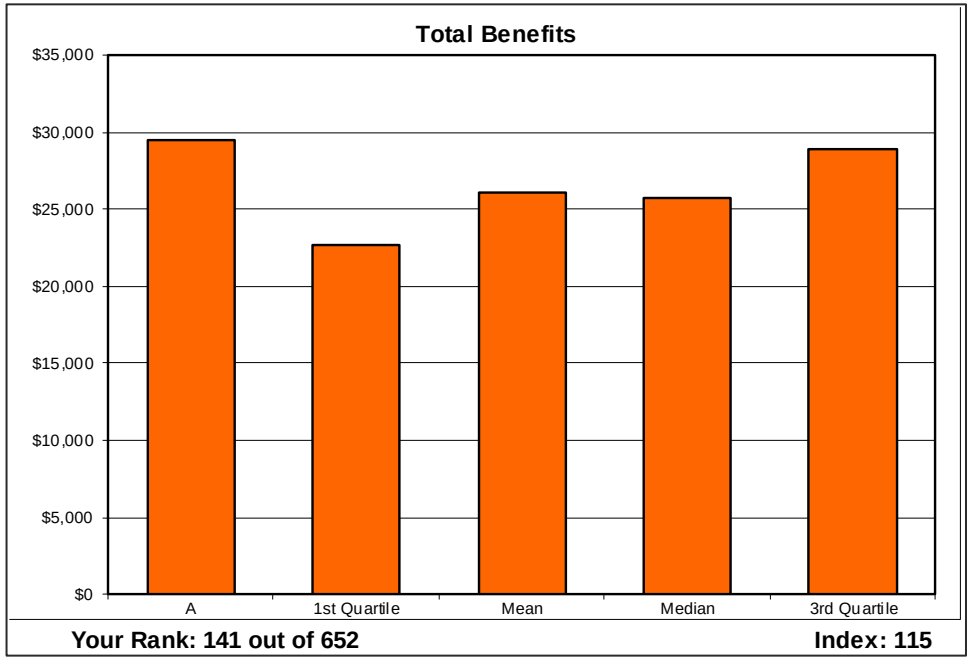
Benefits	2023	Summary	Benefits	2023	Summary
Retirement 	Rank = 103rd Index = 157	OCPA's above-median comparison is driven by a total employer contribution for the Defined Contribution that is at 14% compared to the median contribution of about 9%.	**Paid Leave** 	Rank = 65th Index = 121	OCPA's above-median position is driven by providing more Holidays and PTO days compared to the median plan.
Medical 	Rank = 168th Index = 109	OCPA's above-median position is a result of cost share that is more favorable to those employees that select dependent coverage combined with plan provisions that are richer compared to the median plan, offset by a cost share for employee coverage that is slightly below the median.	**Life & Disability** 	Rank = 569th Index = 62	OCPA's below-median position is a result of providing a plan design that is below median for Long-Term Disability combined with requiring the employees to pay for full coverage on Short-Term Disability, offset by offering a plan design for Life Insurance that is above the median plan design.
Dental 	Rank = 463rd Index = 69	OCPA's below median comparison is a result of requiring the employees to pay more of the premium compared to the median plan combined with plan provisions that are slightly below the median designs.			

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Total Benefits

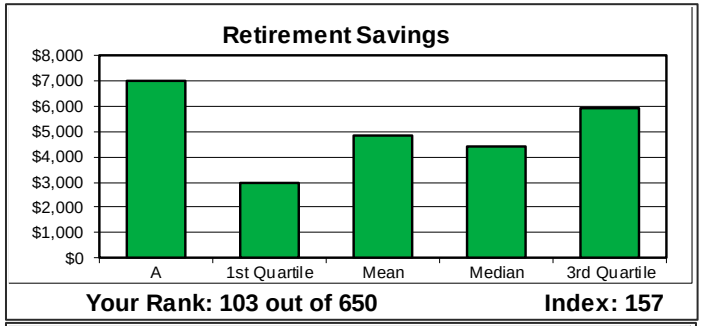
Peer Group Position

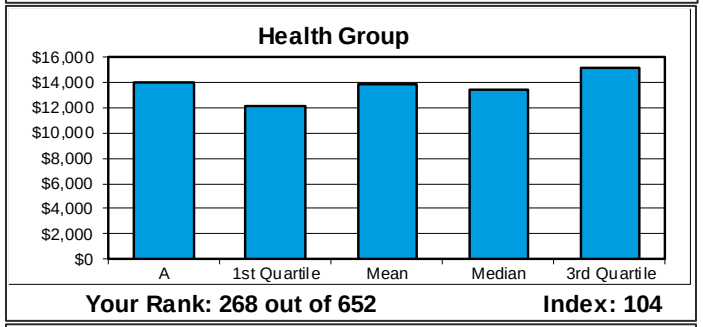
- OCPA's overall Total Benefits position is generated by:
  - Above-median comparison is driven by a total employer contribution for the Defined Contribution that is above the median plan design.
  - Aligned-with-median position is driven by a Medical plan design that is above the median plan design, offset by a Dental plan design that is below the median plan design.
  - Above-median position is driven by providing more days off through the PTO plan combined with offering more Holidays compared to the median plan design.
  - Below-median position is driven by a below median for Long-Term Disability plan design combined with requiring the employees to pay for full coverage on Short-Term Disability, offset by offering a plan design for Life Insurance that is above the median plan design.

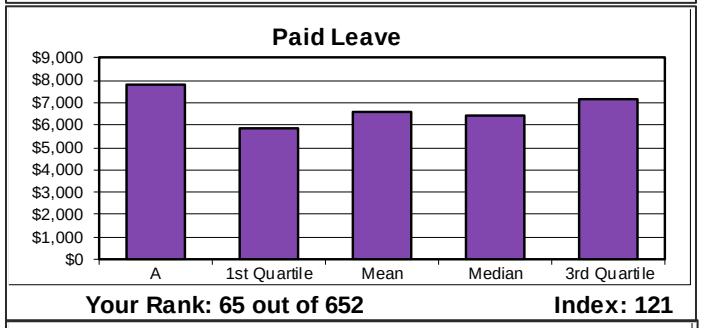


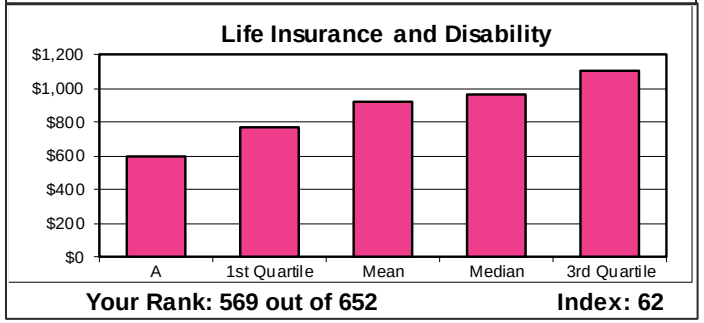
Key Take Away

OCPA's overall total benefits position is above the median value as a result of providing plan designs that are above the median plan for Retirement Savings and Paid Leave combined with a competitive design with the Health Group median plan, offset by a below median design for the Life & Disability benefits.









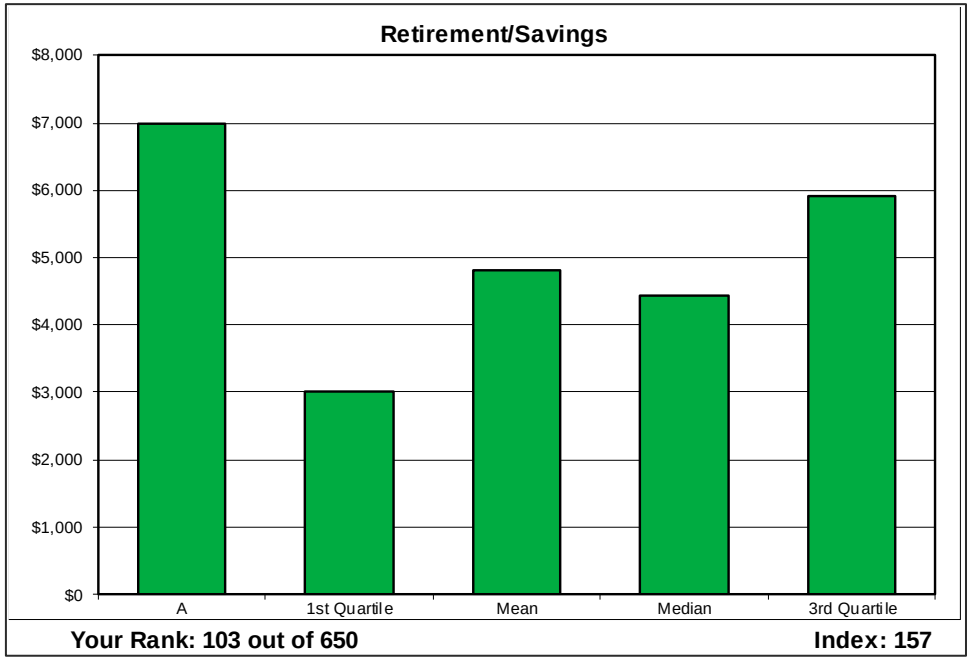
Retirement Savings

Peer Group Position

- OCPA's above-median comparison is driven by a total employer contribution for the Defined Contribution that is at 14% compared to the median contribution of about 9%.
- 16% of the peers provide an active Defined Benefit plan to new hires.
- 13% of the peers offer a Stock Purchase plan.

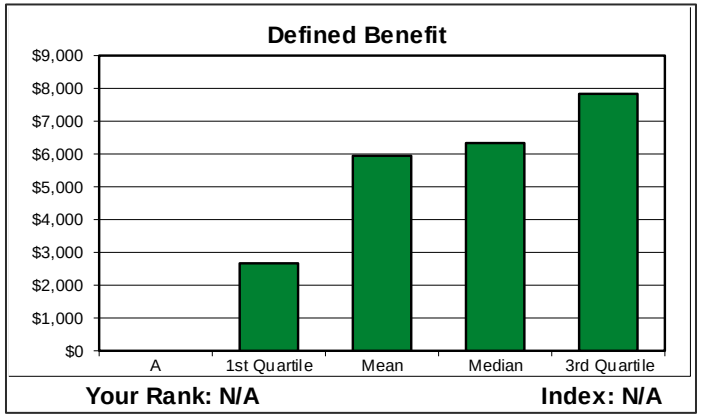
General Market Commentary

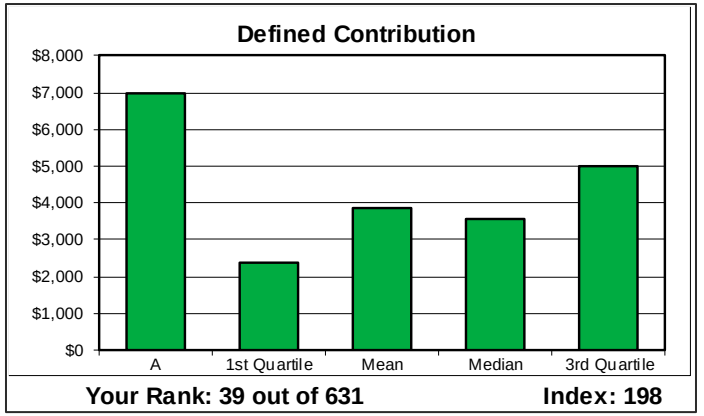
- Over the past five years, this study observed a 23% decrease in organizations offering active Defined Benefit Retirement Plans.
- As a result, more organizations provide funding through fixed or discretionary non-matching contributions to a Defined Contribution Plan, as reported by 57% of organizations in this study.
- Organizations are also encouraging participation in pretax savings plans with automatic enrollment features, reported by 54% of organizations. The median enrollment percentage among the peers is 4%.

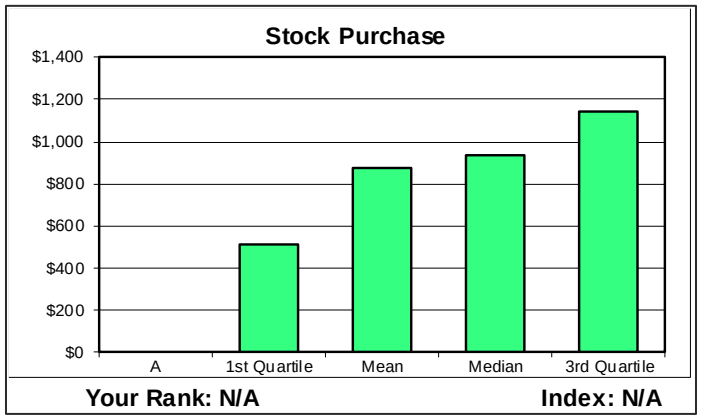


Key Take Away

OCPA's above the median comparison is a result of the total employer contribution being 14% compared to the overall median employer contribution among all options within the Retirement Category that is about 9%.







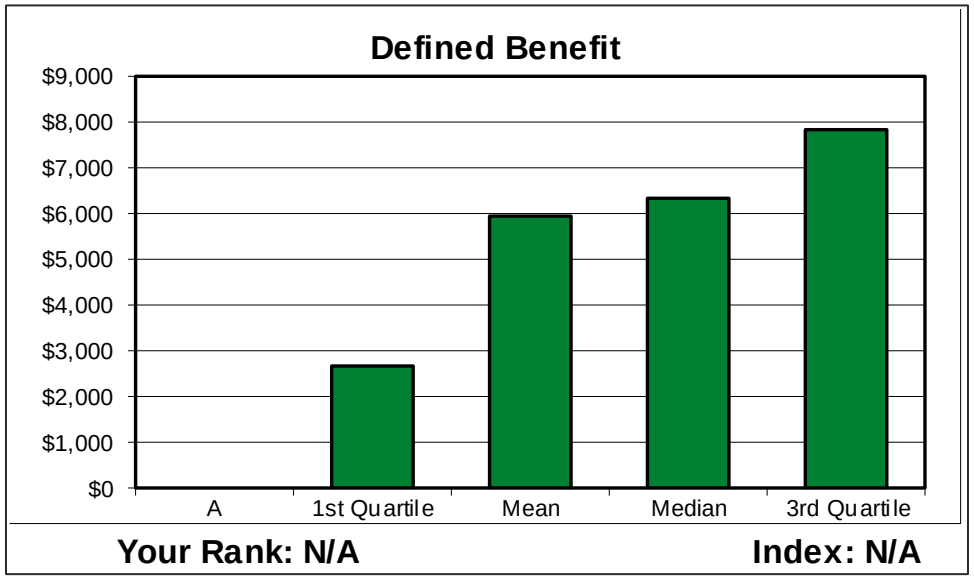
Retirement Savings
Defined Benefit

Peer Group Position

- 16% of the peers provide an active Defined Benefit.
- The remaining organizations, including OCPA, do not provide an active Defined Benefit plan.

General Market Commentary

- Offered by 17% of organizations, where the most common plan types are Final Average Pay plans and Cash Balance plans.
- 52% have a five-year vesting schedule.
- 42% include bonus in the definition of pay.
- 21% have an excess feature removes legislated limit.



	Median Plan	Your Plan Design
Type of Plan	Final Average 3-Year Average	
Formula	.016 * DP1 * (CSE up to 43.75).	
Salary Definition	Total Pay	
Employee Contribution	Yes	

Key Take Away

OCPA is aligned with the peer group median by not providing a Defined Benefit plan.



67%
Final Average

28%
Cash Balance

5%
Other

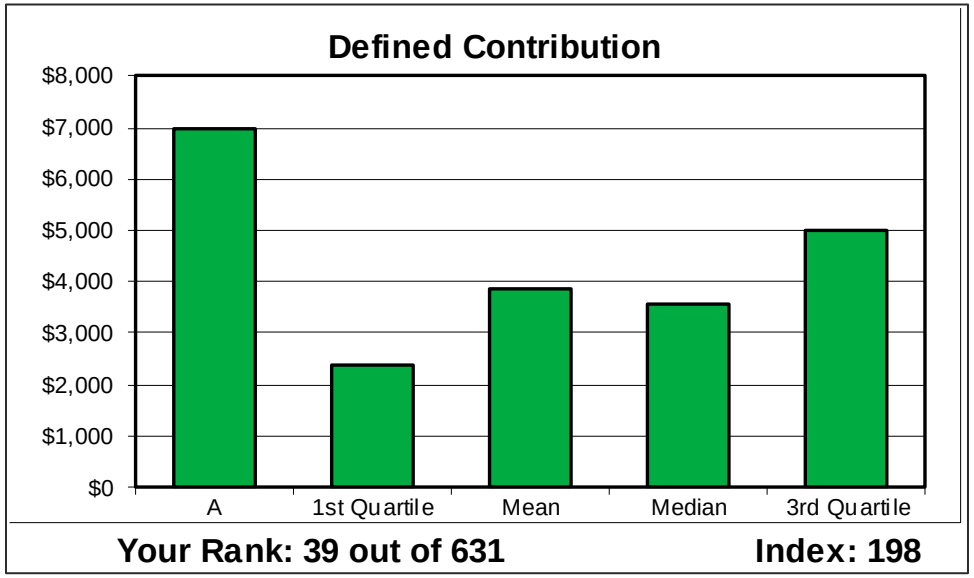
Retirement Savings
Defined Contribution

Peer Group Position

- OCPA's above-median contribution is a result of a total employer contribution that is above the median plan.
- Total employer contributions for the peer group range from 0.75% to over 20%.

General Market Commentary

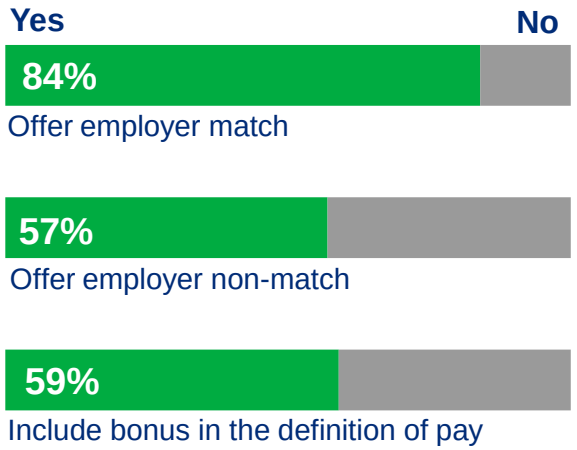
- Offered by 99% of organizations, where the median total employer contribution is 6%.
- 84% offer employer match.
- 56% offer employer non-match.
- 57% include bonus in the definition of pay.
- 40% offer immediate vesting for employer contributions.



	Median Plan	Your Plan Design
Matching Contribution	100% of the first 6%	100% of the first 4%
Non-Matching Contribution	N/A	10%
Salary Definition	Total Pay	Base Pay
Excess Plan for Salary Limits	Yes	Yes

Key Take Away

OCPA's above-median comparison is a result of the 14% employer contribution through a matching and non-matching contribution compared to the median plan providing a 6% contribution.



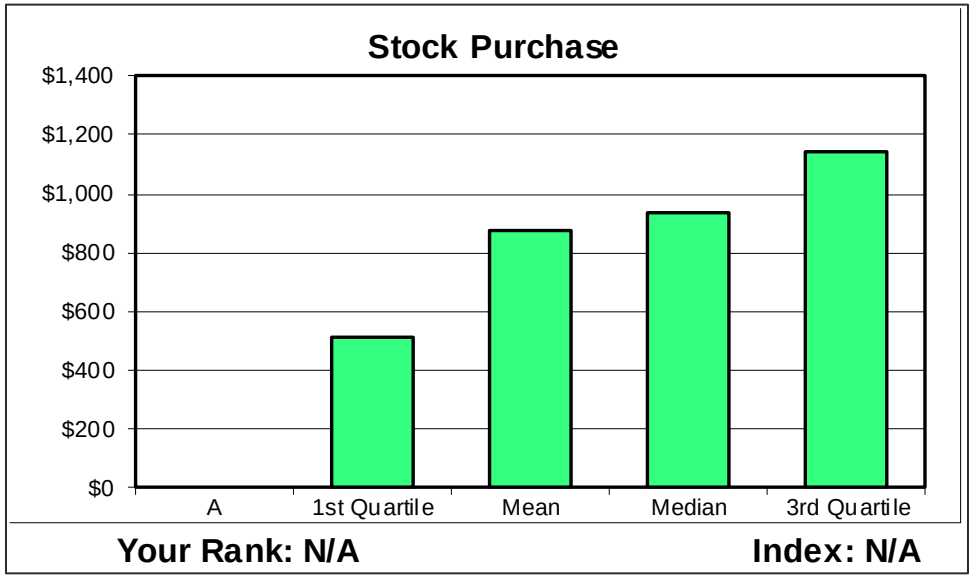
Retirement Savings
Stock Purchase Plan

Peer Group Position

- 13% of the peers offer a Stock Purchase plan
- The primary driver of value in a Stock Purchase plan is the level of employer funding via a match or discount on the purchase of the stock.
- 5% of the peers provide a Stock Purchase plan where they do not provide a discount or a match.
- Of the remaining peers, 85% provide a discount ranging from 5% - 15% and 10% of the peers provide a matching contribution.

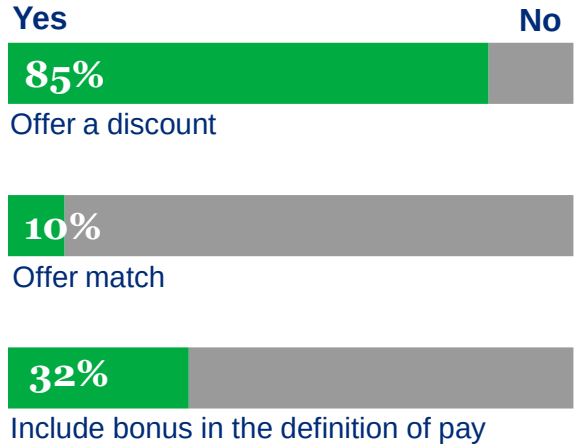
General Market Commentary

- Offered by 14% of organizations, where 80% of these organizations provide a plan with a discount.
- The median discount is 15%.
- 25% include bonus in the definition of pay.
- 10% is the median maximum employee contribution.



Key Take Away

OCPA is aligned with the peer group by not offering a Stock Purchase Plan.



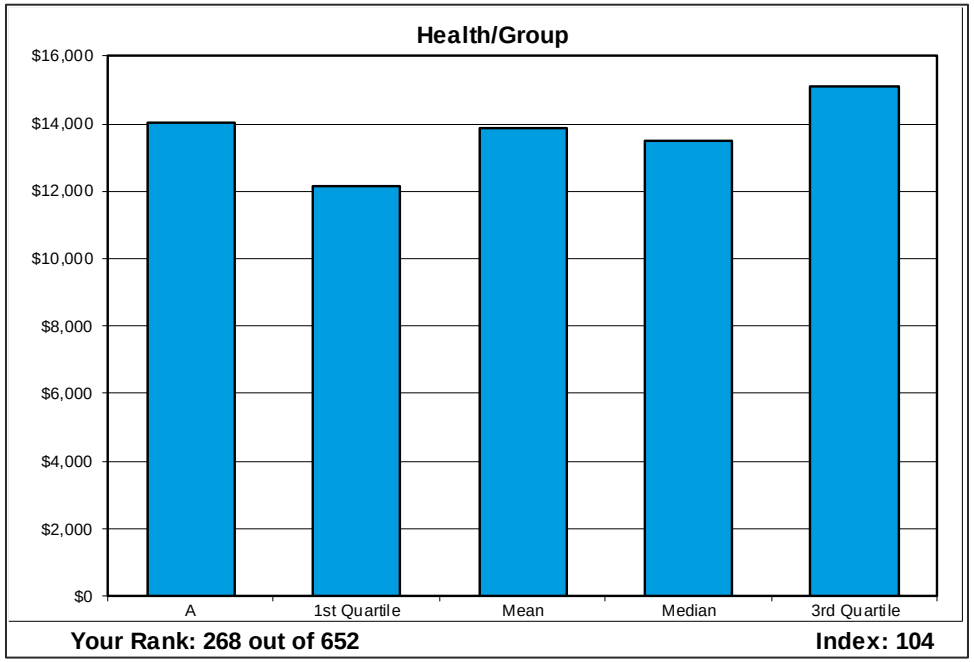
Health Group

Peer Group Position

- OCPA's aligned-with-median position is driven by the Medical plan which is above the median plan design as a result of plan provisions and a cost share that is more beneficial to the employees, offset by the Dental plan design that is below the median design.
- 23% of the peers provide an employer-subsidized Post-Retirement Medical coverage.
- 1.5% of the peers provides an employer-subsidized Flexible Spending Accounts.

General Market Commentary

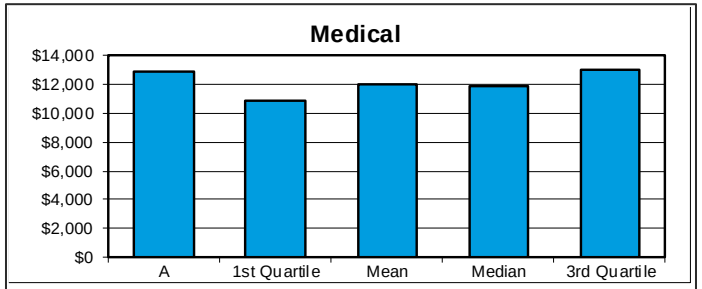
- Health benefit cost jumped 6.3% in 2021 (to an average of $14,542 per employee), following last year's increase of just 3.4%. Smaller employers, typically fully-insured, were hit with especially high increases, cost rose by 9.6% on average.
- Employers avoided cost-cutting changes to plan design in 2021 – in fact, we saw average deductibles actually decline for some coverage types. Benefit priorities have shifted in response to the pandemic's impact on the workforce. Many employers view supporting the mental, emotional and behavioral health of employees as a business imperative.



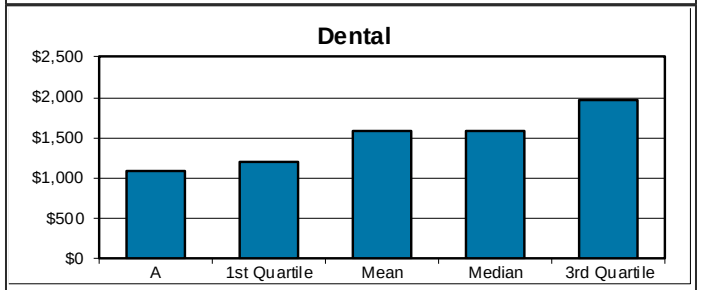
Your Rank: 268 out of 652 **Index: 104**

Key Take Away

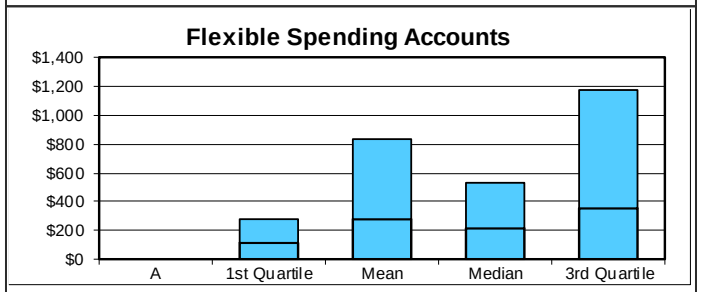
OCPA is aligned with the median overall value as a result of a Medical plan that is above the median design, offset by the Dental plan that is below the peer group median design.

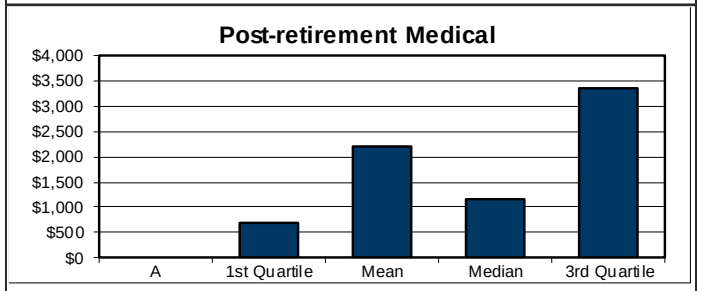


Your Rank: 168 out of 652 **Index: 109**



Your Rank: 463 out of 572 **Index: 69**





Your Rank: N/A **Index: N/A**

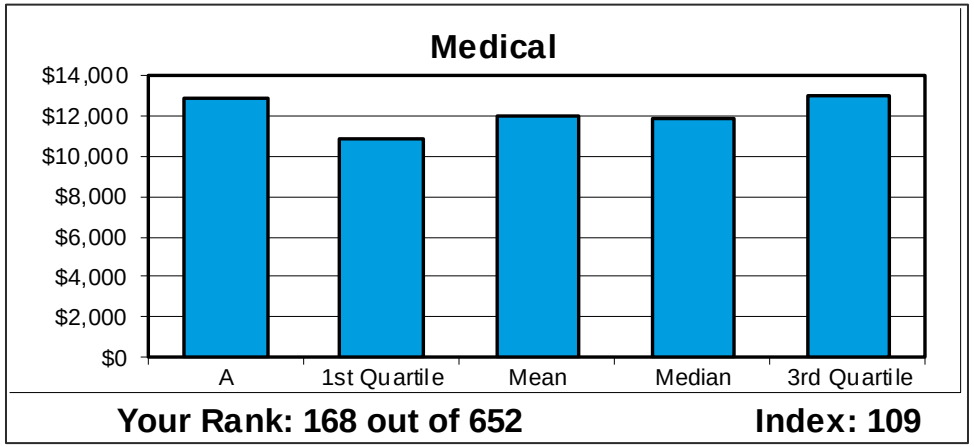
Health Group
Medical

Peer Group Position

- The plan with the largest percentage of employee participation was valued for all organizations in this study; OCPA's PPO plan was valued.
- OCPA's above-median position is a result of cost share that is more favorable to those employees that select dependent coverage combined with plan provisions that are richer compared to the median plan, offset by a cost share for employee coverage that is slightly below the median.
- 15% of the peers vary their cost share by salary for PPO plans and 16% of the HDHP plans vary their cost share by salary.

General Market Commentary

- 74% have a PPO Medical Option with an average cost share of 19% for employee only and 24% for family.
- 77% have a HDHP Medical Option with an average cost share of 13% for employee only and 17% for family.
- 22% have a HMO Medical Option with an average cost share of 16% for employee only and 25% for family.



Key Take Away

OCPA's position is above the median plan as a result of providing plan provisions that are richer compared to the median plan provisions and a cost share that is more beneficial for employees that select dependent coverage, offset slightly by a higher cost share for employee only coverage.

	Median Plan Design	Your Plan Design
Plan Type	HDHP	PPO
Employee Cost-Share	Varies by Salary 9%-11% Employee Only 19%-23% Family	14% Employee Only 15% Family
Annual Deductible	$1,500 Individual $3,000 Family	$500 Individual $1,000 Family
Out-of-Pocket Limit	$3,000 Individual $6,000 Family	$2,000 Individual $4,000 Family
Coinsurance/ Copayments	20% Inpatient Hospital 20% Office Visit 30% Rx	20% Inpatient Hospital $20 Office Visit $30 Rx
Employer HSA/HRA Funding	$350 Individual $700 Family	N/A

Health Group
Medical

*Based on the total number of plans offered by the peer group, not based on how many peers offer that plan type.



35%
Offer an HDHP

35%
Offer a PP

13%
Offer a HMO

Median Medical Plan Features				
	Your Plan Design PPO	**HDHP**	**PPO**	**HMO**
In-Network Deductible	$500 Individual $1,000 Family	$2,000/Individual $4,000/Family	$500/Individual $1,500/Family	$0/Individual $0/Family
In-Network Inpatient Hospital	20% Coinsurance	20% Coinsurance	$250 Copay or 20% Coinsurance	$250 Copay or 10% Coinsurance
In-Network Office Visits	$20 Copay	20% Coinsurance	$25 Copay or 20% Coinsurance	$20 Copay
In-Network Out-of-Pocket Limits	$2,000 Individual $4,000 Family	$4,000/Individual $8,000/Family	$3,000/Individual $6,000/Family	$2,000/Individual $4,000/Family
Employer HSA/HRA Funding	Not Applicable	$500/Individual $1,000/Family	Not Applicable	Not Applicable
Employee Cost-Share	14% Employee Only 15% Family	12% Employee Only 16% Family	19% Employee Only 23% Family	15% Employee Only 22% Family

*The details on this page do not represent the median value, rather the median plan features for each of the various plan designs offered among the peers and is inclusive of all plans offered (not just the ones with the largest percentage of employee enrollment).

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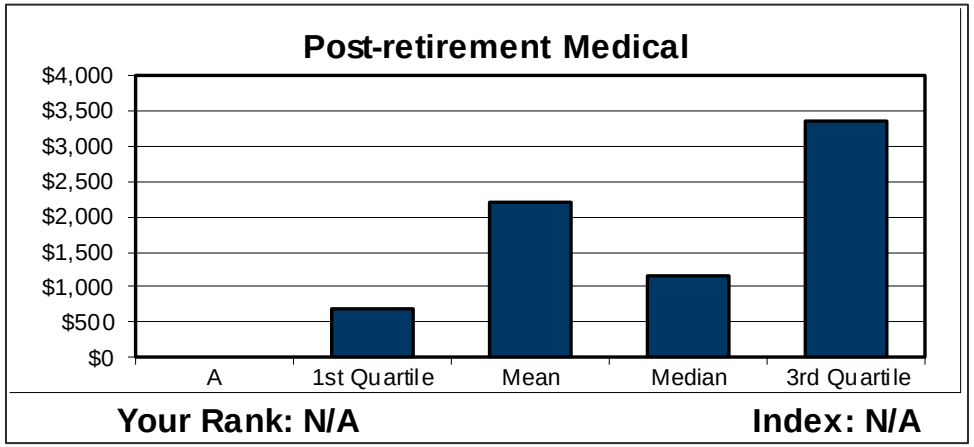
Health Group
Post-Retirement Medical

Peer Group Position

- 22% of the peers provide an employer-subsidized post-retirement medical plan for either Pre-65 coverage and / or Post-65 coverage.

General Market Commentary

- Over the past five years we have seen a 9% decrease in organizations offering retiree medical coverage to newly hired employees.
- 25% of the organizations offer an employer subsidized plan for pre-65 coverage.
- 23% of the organizations offer an employer subsidized plan for post-65 coverage.
- Many organizations have opted to grandfather/freeze these plans or provide access-only plans, which allow retirees to enroll, but require the retiree to pay the full cost of coverage.



Key Take Away

OCPA is aligned with the median by not offering a Post-Retirement Medical plan.

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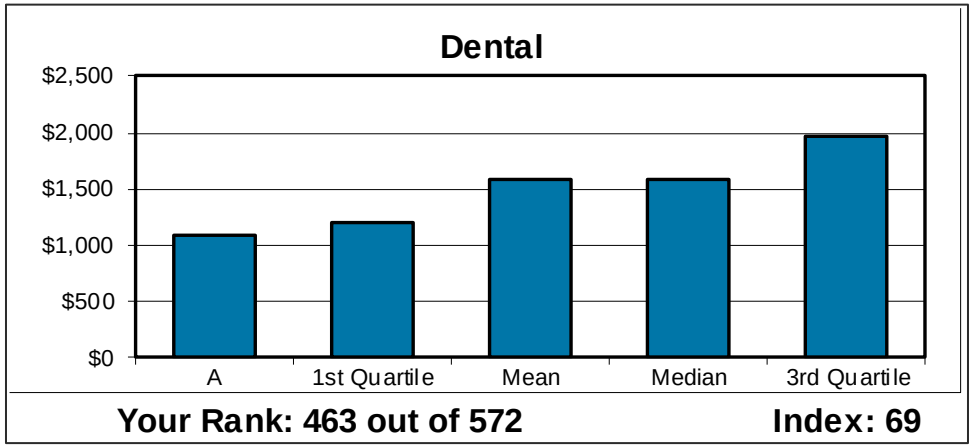
Health Group
Dental

Peer Group Position

- The plan with the largest percentage of employee participation was valued for all organizations in this study.
- OCPA's below-median comparison is a result of requiring the employees to pay more of the premium compared to the median plan combined with plan provisions that are slightly below the median designs.
- The average employee cost-share for valued plans is 44% for employee only and 49% for family coverage.

General Market Commentary

- Median employee cost share – 40% for employee only coverage and 47% for family coverage.
- Median Plan Coverage is 100% for preventive, 80% for basic, 50% for major and 50% for orthodontia coverage.
- Median annual maximum is $1,500 and median lifetime orthodontia is $1,500.



Key Take Away

OCPA's below-median position is a result of providing plan provisions that are slightly less rich compared to the peer group median combined with a cost share that requires the employees to pay more of the total premium compared to the median plan.

	Median Plan Design	Your Plan Design
Plan Type	Silent PPO	Silent PPO
Employee Cost-Share	31% Employee Only 31% Employee + Child 31% Employee + Spouse 31% Family	53% Employee Only 50% Employee + Child 50% Employee + Spouse 53% Family
Annual Deductible	$50/Individual $150/Family	$50/Individual $150/Family
Maximums (Annual/Lifetime)	$1,500 Annual / $1,500 Orthodontia	$1,500 Annual / $500 Orthodontia
Coinsurance	100% Preventive 80% Basic 50% Major 50% Orthodontia	100% Preventive 80% Basic 60% Major 50% Orthodontia

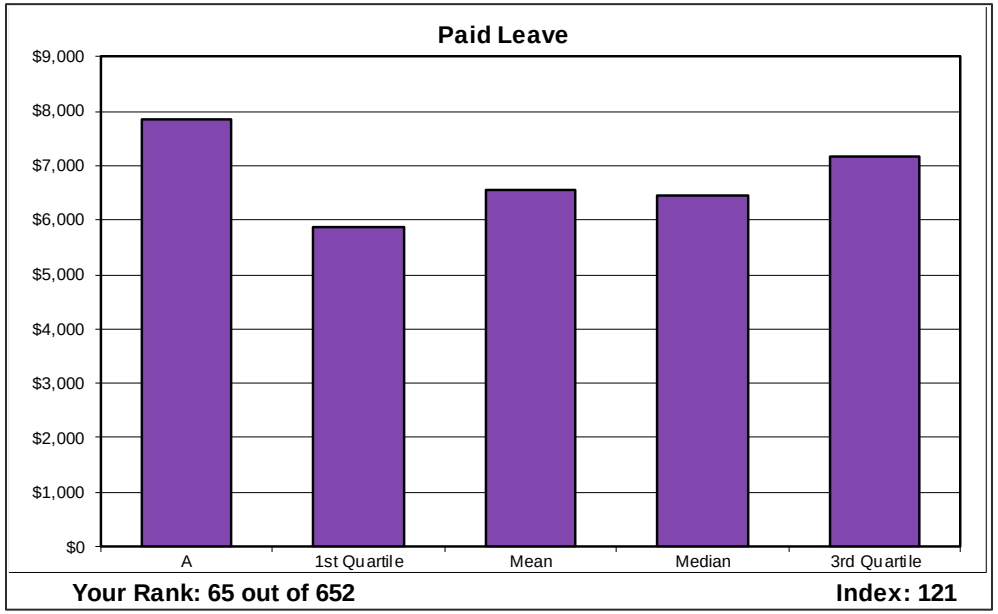
Paid Leave

Peer Group Position

- OCPA's above-median position is driven by providing more Holidays and PTO days compared to the median plan.
- 49% of the peers provide a Paid Time Off plan that combines various elements of Paid Leave and 52% of the peers provide a traditional vacation plan. (please note that some peers may provide both through different plans for different employee segments)
- 20% of the peers provide a separate Personal Leave plan.
- 54% of the peers provide a separate Sick Leave plan.

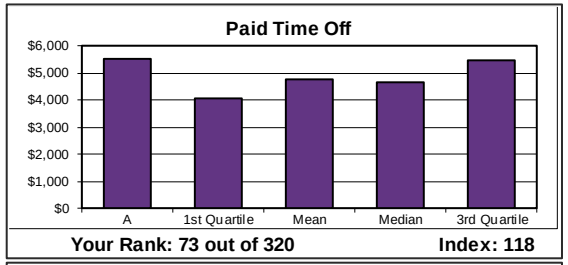
General Market Commentary

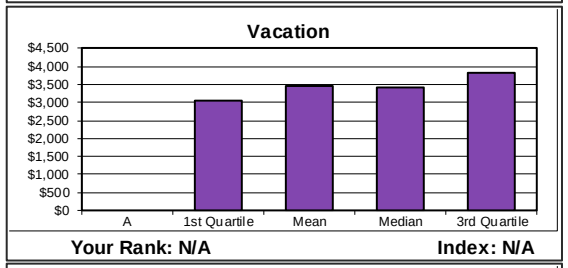
- Only 42 percent of respondents with PTO plans say that most of their employees take all of their allotted time, down from 51 percent in 2018 — and 15 percent say employees actually use less than 50 percent of PTO days.
- More than half report that open accruals/balances at the time of transition from a standard vacation/PTO plan were forfeited (where allowable); about two-fifths paid out balances and the rest allowed the accruals/balances to be used for STD top-off pay.

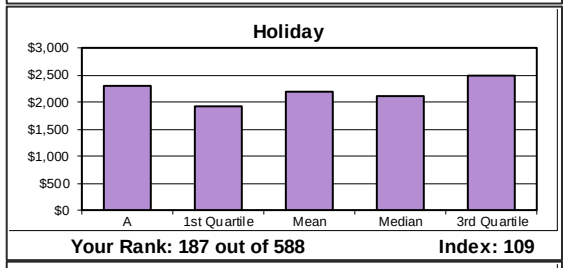


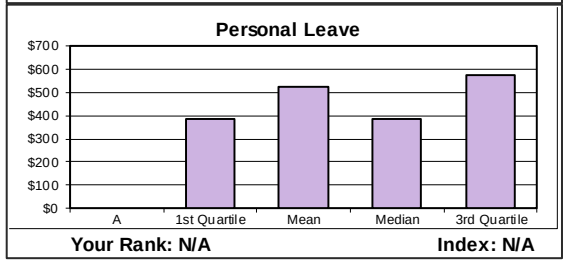
Key Take Away

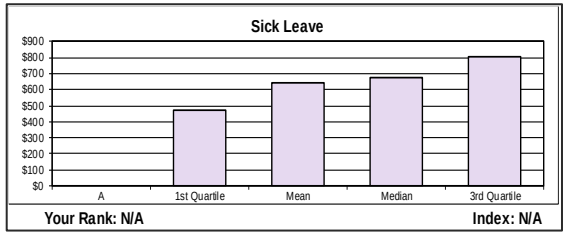
OCPA's above-median position is a result of offering a total number of days off for the PTO plan and Holidays that are greater than the median plans.







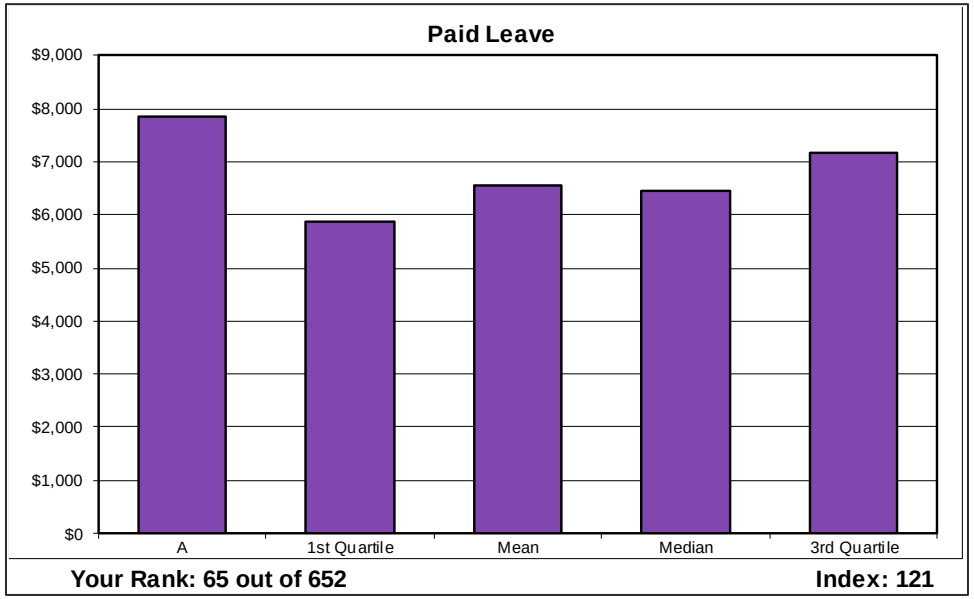




Paid Leave
Total Leave

Peer Group Position

- OCPA's position is a result of offering a total number of days off that is more than the median plan.
- OCPA provides the following:
  - PTO ranging from 22.5 days at hire to 32.5 days after ten years of service.
  - 12 Holidays.
- The median plan provides the following:
  - PTO plan that is 25 days from date of hire for exempt employees and a range of 20 – 25 days for non-exempt employees after five years of service.
  - 10 Holidays.



Key Take Away

OCPA's above-median position is a result of providing a total number of days that is greater than the median plan.

Years of Service	Median Total Leave Non-Exempt Exempt	Your Total Leave	Difference	Years of Service	Median Total Leave	Your Total Leave	Difference
1 Year	30/35 Days	35.5 Days	+5.5 / +0.5 Days	**15 Year**	35/35 Days	44.5 Days	+9.5 Days
5 Years	35/35 Days	39.5 Days	+4.5 Days	**20 Years**	35/35 Days	44.5 Days	+9.5 Days
10 Years	35/35 Days	44.5 Days	+9.5 Days	**25 Years**	35/35 Days	44.5 Days	+9.5 Days

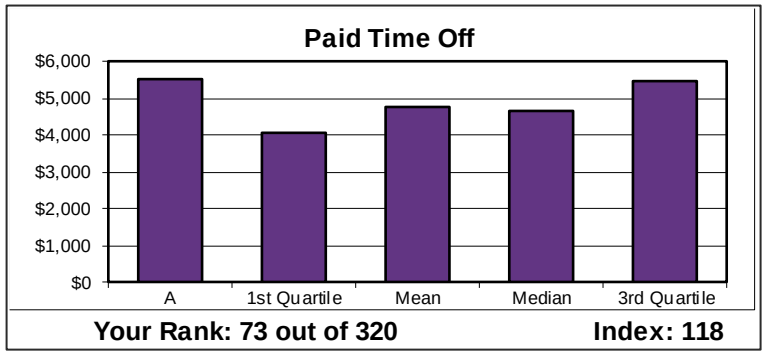
Paid Leave
Vacation / Paid Time Off

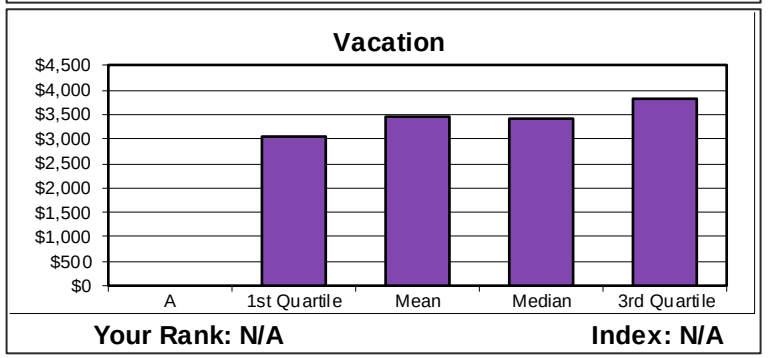
Peer Group Position

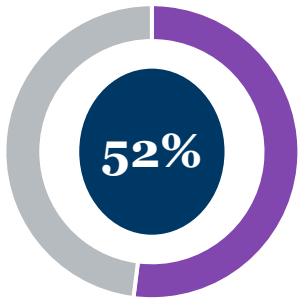
- 49% of the peers provide a Paid Time Off plan whereby vacation days are included with other elements of paid leave such as personal leave, holidays, and/or sick leave.
- 52% of the peers provide a traditional Vacation plan. (Four peers provide both a Vacation and PTO plan).
- 78% of the peers allow for carryover, with the median number of days being about 30 days.
- 16% peers allow for selling of time off.

General Market Commentary

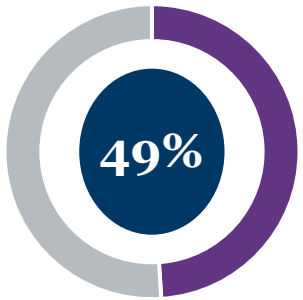
- Types of Paid Leave – Please note, some employers may offer a PTO plan to one group of employees and Vacation plan to others
  - 52% offer a traditional vacation plan
  - 50% offer a Paid Time Off (PTO) plan
  - 5% offer an Unlimited Time off Plan
- 72% allow carryover of unused days for traditional plans with a median of 30 days.
- 80% allow carryover of unused days for PTO plans with a median 30 days.







Offer a Vacation Plan



Offer a PTO Plan

Key Take Away

Among the organizations that provide a Paid Time Off plan, OCPA is above the median plan design as a result of providing more days off among the peer group at all levels of service.

Years of Service	Median Paid Time Off Plan Non-Mgrs and Mgrs	Your Plan Design
1 Year	17 / 22 Days	23.5 Days
5 Years	22 / 22 Days	27.5 Days
10 Years	24 / 24 Days	32.5 Days
15 Years	29 / 29 Days	32.5 Days
20 Years	32 / 32 Days	32.5 Days
25 Years	32 / 32 Days	32.5 Days

Paid Leave
Personal and Holidays

Peer Group Position

Personal Days

- 20% of the peers provide a Personal Leave plan where the median plan provides 2 days.
- The range of days offered among those days that provide personal days is between 1 and 10 days.

Holidays

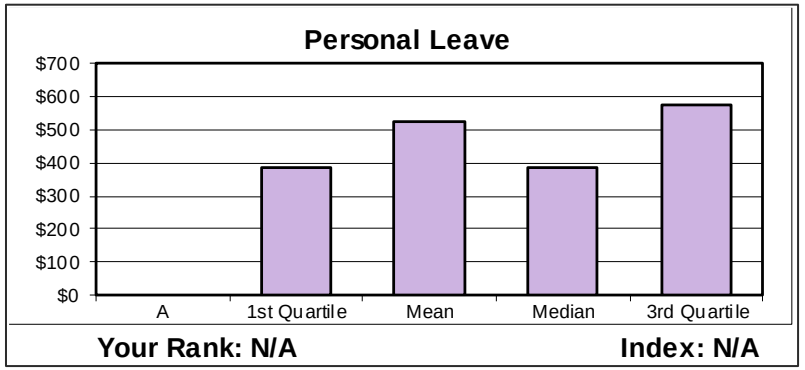
- 90% of the peers provide a separate Holiday plan.
- OCPA is above the median as a result of providing 12 days compared to the median number of holidays being 11.

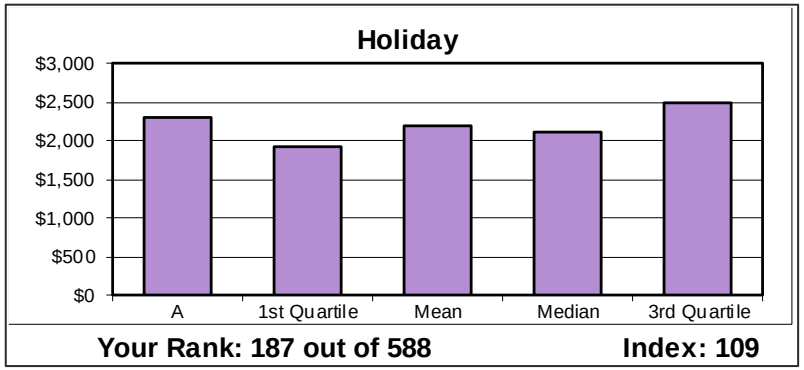
General Market Commentary

- Personal Days – Median number of personal days is 3 days.
- Holidays – Median number of holidays is 10 days.

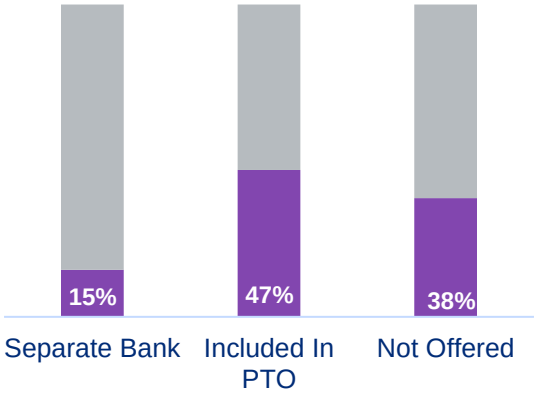
Key Take Away

OCPA is aligned with the peer group by including Personal Leave within the PTO plan combined with offering one more holiday compared to the median plan.

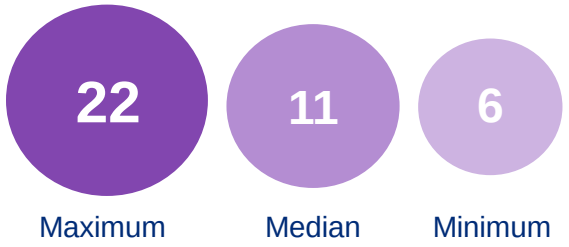




Personal Days



Paid Holidays



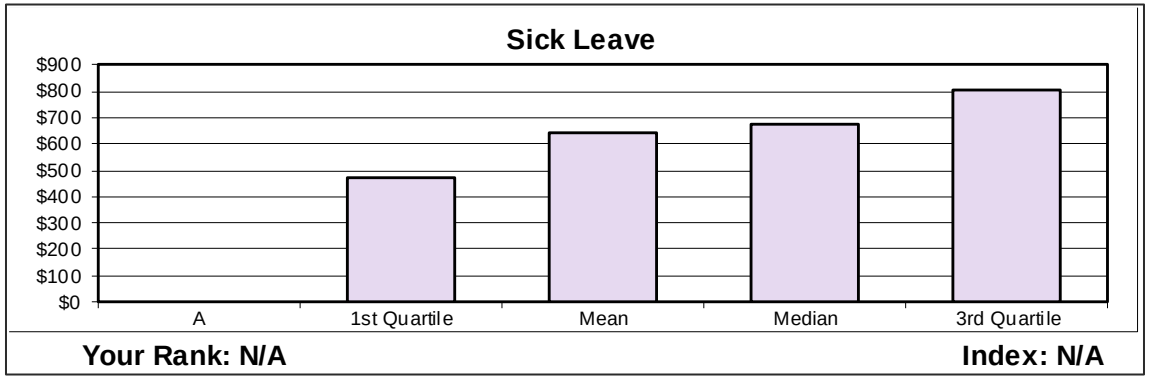
Paid Leave
Sick Leave

Peer Group Position

- Sick Leave Methodology benefit values are based on an assumption of only 35% of the number of days available are valued.
- When informal plans are used or Sick Leave left to the discretion of management, 10 days are used to generate the values.
- 44% of the peers include Sick Leave within the PTO bank.
- 53% of the peers provide a separate Sick Leave plan where the range of days offered are from 5 – 13.
- 61% of the peers allow for carryover of unused sick days.
- Four peers allow employees to cash out unused Sick days where only one of the four peers allow a 100% payout at either termination or retirement.

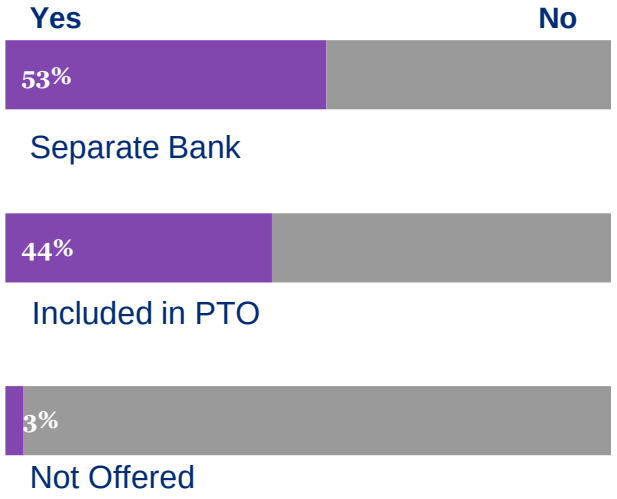
General Market Commentary

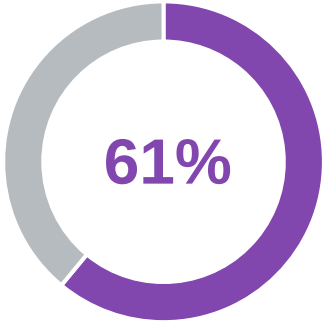
- Median number of sick days is 10 days.
- 59% of the plans offer carryover leave with either unlimited carryover or a limited number of days.
- 4% of the plans allow for accumulated sick days to be cashed out at termination.



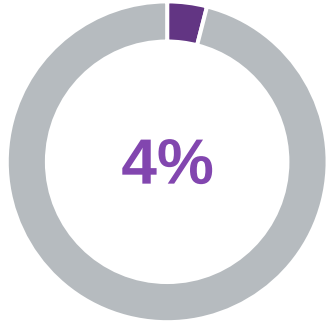
Key Take Away

OCPA is aligned with the peer group median by including Sick Leave within their PTO plan.





Offer carryover of Sick Leave



Offer payout upon termination

Paid Leave
Parental Leave

Peer Group Position

- 60% of the peers reported a separate Parental Leave benefit.
- The remaining peers did not report data for this benefit.
- 96% of those that provide a Parental Leave policy provide coverage for non-birth parent.
- 100% of those that provide a Parental Leave policy provide coverage for adoptive parent.

General Market Commentary

- 16% provide a Maternity Leave with the median benefit being 8 weeks.
- 5% provide Paternity Leave with the median benefit being 2 weeks.
- 49% provide a Parental Leave benefit with the median Parental Leave benefit being 6 weeks.
- Of organizations offering Parental Leave, 79% of organizations allow leave to be used for Adoption, and 40% of organizations allow leave to be used for placement of a Foster child.

	Median Plan Design	Your Plan Design
Plan Type	Parental Leave	Family Leave
Number of Weeks	6 weeks	0 weeks
Percent of Pay Replaced	100% of pay	100% of pay

Key Take Away

OCPA is below the median by providing no paid parental leave, compared to the median plan which offers 6 weeks at 100% pay replacement.



60%
Offer Parental Leave

18%
Offer Maternity Leave

6%
Offer Paternity Leave

*Parental Leave is not included in the relative dollar value, rank, or index positioning as this benefit is not utilized by all employees on an annual basis.

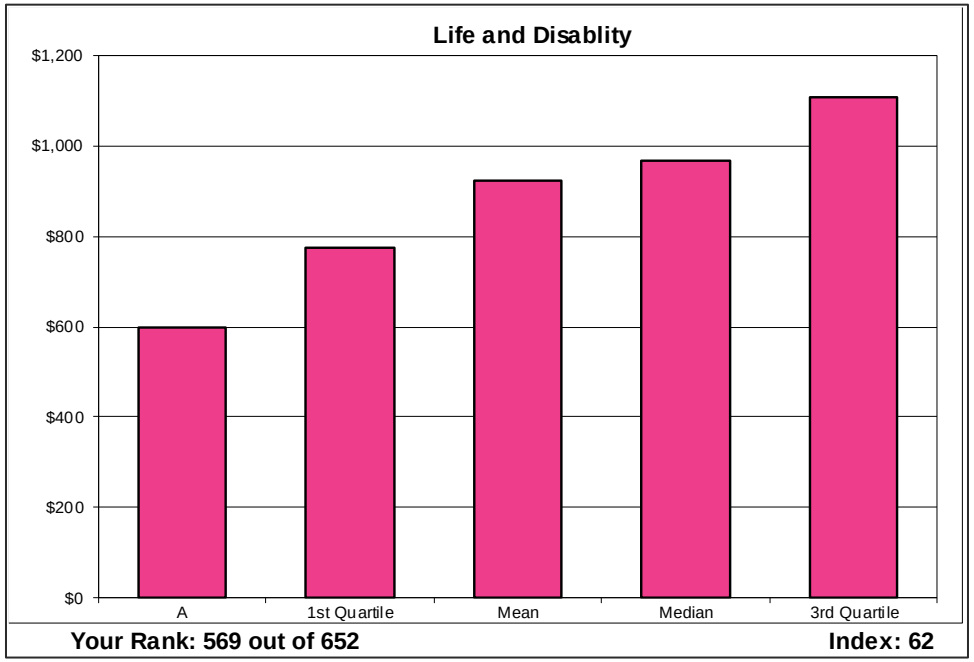
Life & Disability

Peer Group Position

- OCPA's below-median position is a result of providing a plan design that is below median for Long-Term Disability combined with requiring the employees to pay for full coverage on Short-Term Disability, offset by offering a plan design for Life Insurance that is above the median plan design.
- 1% of the peers do not provide an employer paid Life Insurance plan therefore no value is generated.
- 5% of the peers do not provide an employer paid Short-Term Disability plan therefore no values are generated.
- 12% of the peers do not provide an employer paid a Long-Term Disability plan therefore no values are generated.

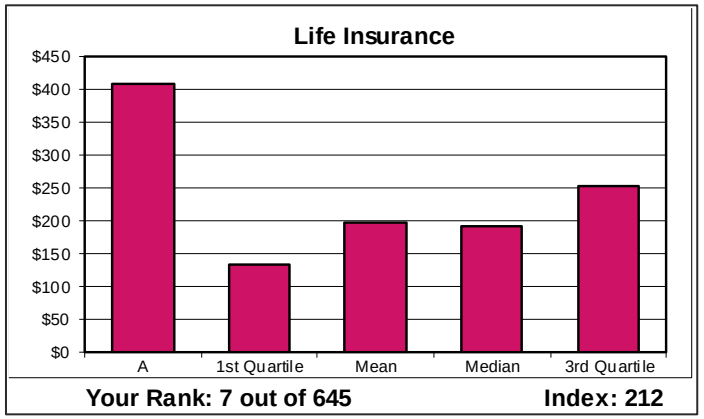
General Market Commentary

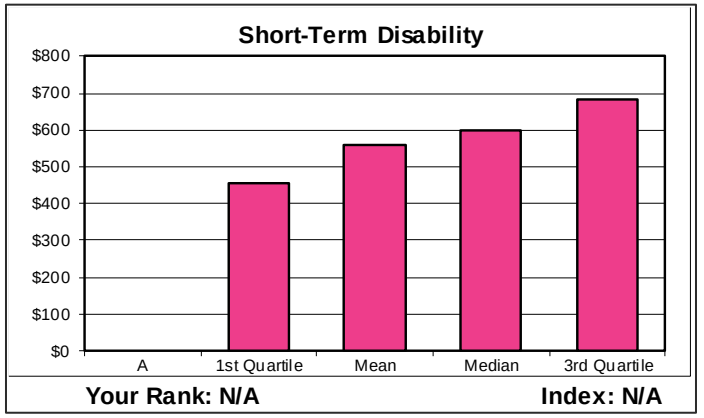
- 98% provide employer paid basic life insurance.
- 78% provide employer paid Short-Term Disability.
- 80% provide employer paid Long-Term Disability.

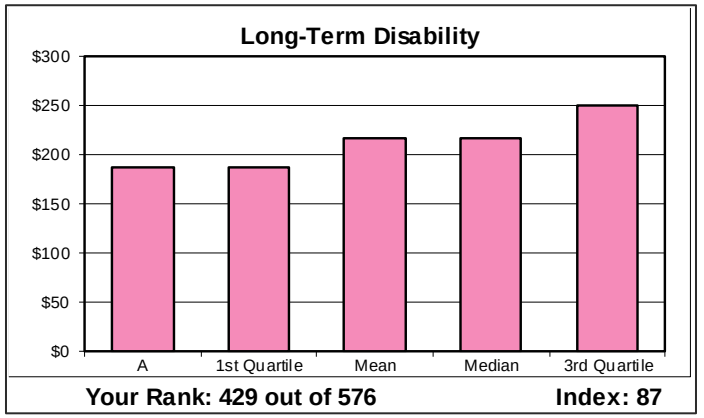


Key Take Away

OCPA's below-median position is a result of providing a plan design that is below the median for Long-Term Disability combined with requiring the employees to pay for full coverage on Short-Term Disability, offset by providing an above median plan design for the Life Insurance benefit.







Life & Disability

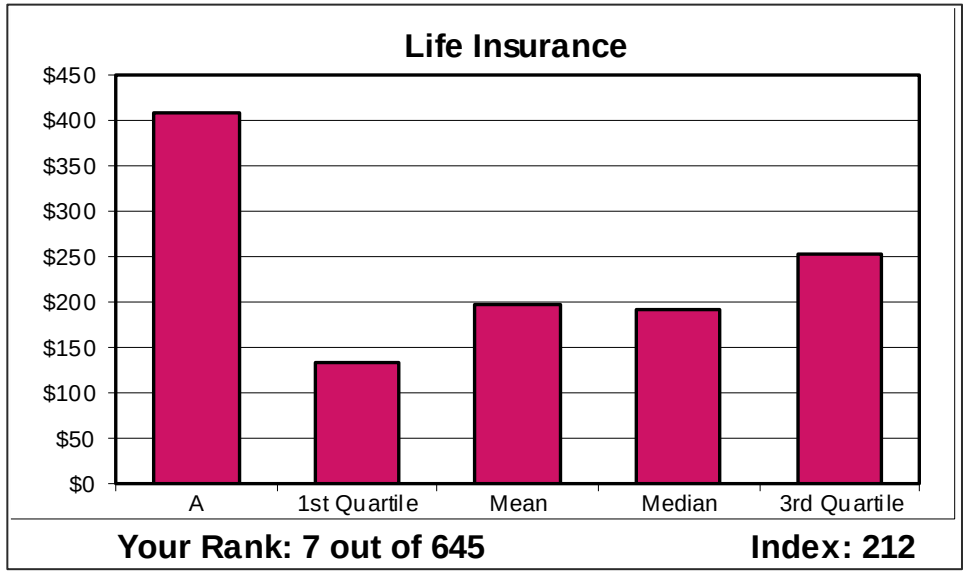
Life Insurance

Peer Group Position

- OCPA's above-median position is the result of offering a flat payout of $200,000 compared to the median plan that provides a 1.5x pay plan with a maximum payout of $300,000.
- Amongst broad-based employee benefits, the multiple of pay ranges from 1x to 4x pay.
- 10% of the peers provide a flat dollar payout.
- The maximum Benefit amount ranges from $50,000 - $2,500,000.
- 7% of the peers provide employer-paid spouse and dependent life insurance.
- 2% of the peers require employees to pay 100% of the plan cost; therefore, no value is generated

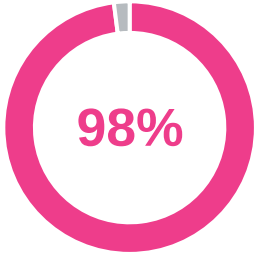
General Market Commentary

- The median plan design being 1.5x pay benefit.
- 15% provide a flat benefit plan.
- 85% provide a percent of pay Life Insurance plan.
- 86% provide a Basic AD&D benefit equal to the Basic Life Insurance benefit.
- 9% provide employer paid spouse/dependent Life Insurance.

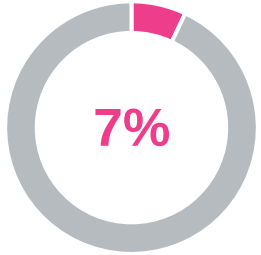


Key Take Away

OCPA is above the median plan design as a result of providing a flat payout of $200,000 compared to the median plan that provides a 1.5x pay with a maximum of $300,000.



Offer employer-paid Basic Life Insurance



Offer employer-paid Spouse/Dependent Life Insurance

	Median Plan Design	Your Plan Design
Multiple of Pay	1.5x pay	Flat $200,000 pay out
Maximum Coverage Amount	$300,000	$200,000
Salary Definition	Base Pay	Base Pay

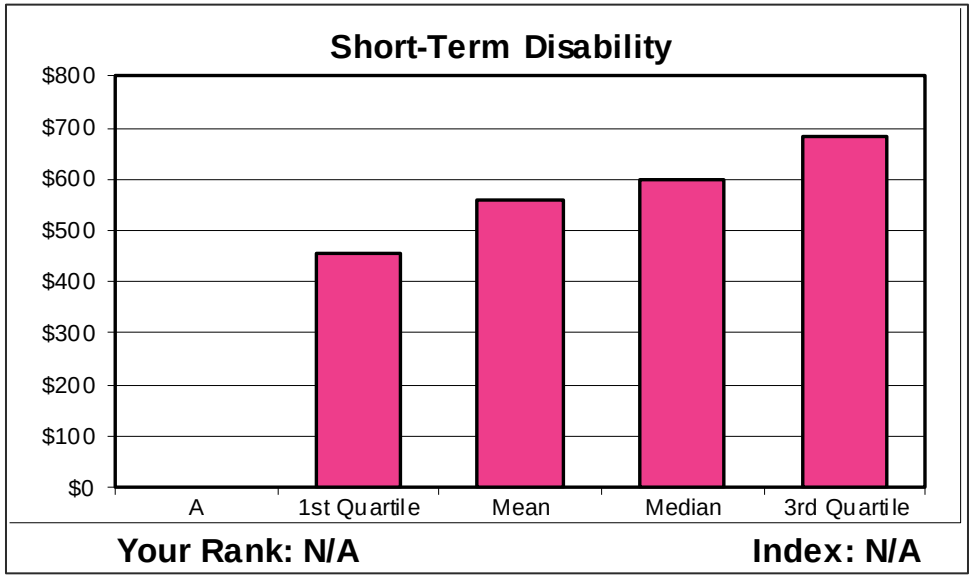
Life & Disability
Short-Term Disability

Peer Group Position

- Short-Term Disability benefit values are based on amounts payable in the first 6 months of disability; Sick Leave carryover and LTD commencing before 6 months of disability are included in Short-Term Disability.
- OCPA's requires the employees to pay for the Short-Term disability benefit thus resulting in a $0 value.
- 5% of the peers require employees to pay 100% of the plan cost; therefore, no value is generated

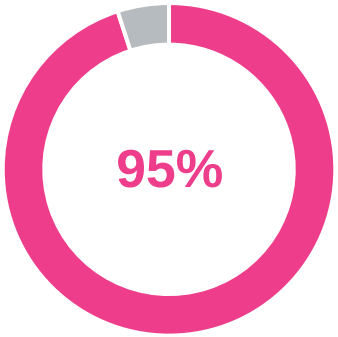
General Market Commentary

- 78% provide employer-paid coverage
- Typical plan covers 60% of base pay up to 26 weeks with an unlimited weekly benefit
- 42% of participants provide all or a portion of the disability at 100% pay replacement



Key Take Away

OCPA's position is a result of requiring the employees to pay for the full coverage.



Provide employer-subsidized Short-Term Disability

	Median Plan Design	Your Plan Design
Benefit	100% for 8 weeks; 80% and 60% for the remaining weeks that varies by service.	
Salary Definition	Base pay	
Elimination Period	7 days	
Maximum Weekly Benefit	Unlimited	

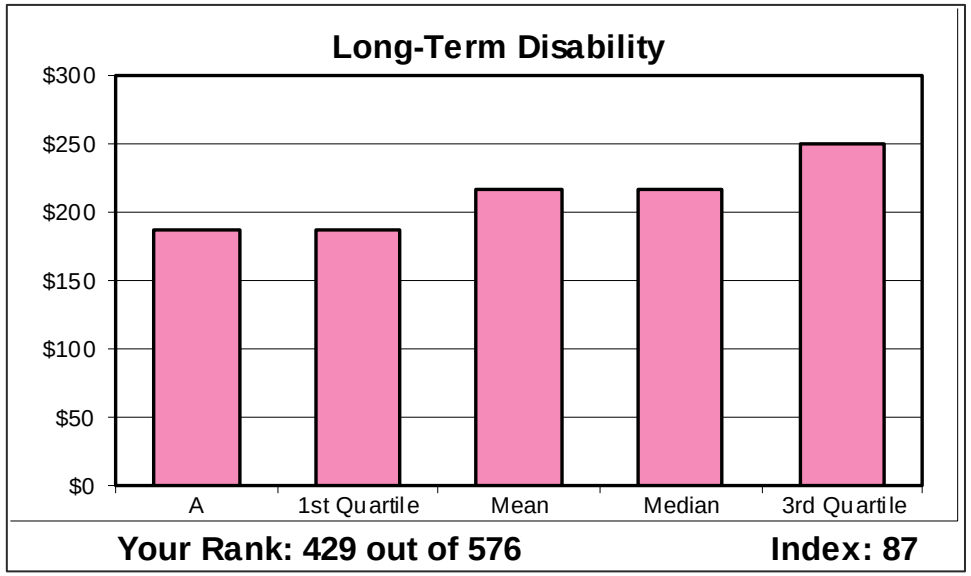
Life & Disability
Long-Term Disability

Peer Group Position

- OCPA's below-median position is a result of providing a 60% pay replacement with a monthly maximum of $5,000, compared to the median providing a 60% pay replacement with a monthly maximum of $12,500 for all employees.
- 5% of the peers require employees to pay 100% of the plan cost; therefore, no value is generated.
- The range of pay replacement is from 40% - 75% median pay replacement is 60%.
- Maximum benefit ranges from $5,000-$20,000.
- 84% of the plans use the Family Social Security offset; 15% of the peers use the Individual Social Security offset; and 1% do not use an offset at all.

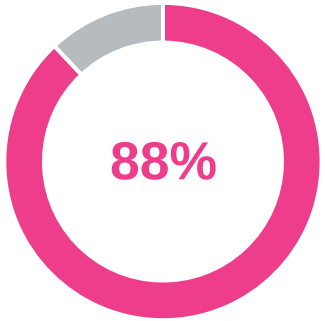
General Market Commentary

- The median pay replacement being 60%.
- Median monthly maximum is $10,000.
- The majority of the peers provide a family Social Security offset.



Key Take Away

OCPA's position is a result of providing a 60% pay replacement with a monthly maximum of $5,000, compared to the median plan providing a 60% pay replacement with a monthly maximum of $12,500.



Provide employer-subsidized Long-Term Disability

	Median Plan Design	Your Plan Design
Benefit	60% pay replacement	60% pay replacement
Salary Definition	Base pay	Base pay
Maximum Monthly Benefit	$12,500	$5,000
Social Security Offset	Family Offset	Family Offset

Non-Traditional Benefits

Education Assistance

Peer Group Position

- Twenty-three organizations, including OCPA, indicated they had an Education Assistance plan.
- Two peers provide a reimbursement percentage other than 100%.
- Reimbursement limits amongst the peers range from $2,500-$10,000 per year for undergraduate and $2,500-$12,000 for graduate.
- Nineteen peers vary their tuition reimbursement based on grades.
- None of the peers provide tuition reimbursement to an employee's spouse or children.
- One peer reported offering a Student Loan refinancing option where the employer provides up to $1,200 per year with a lifetime maximum of $7,500.

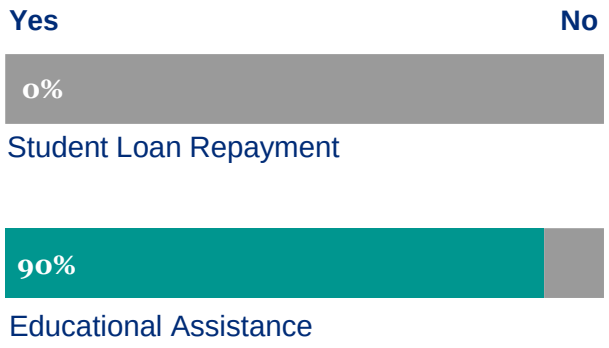
General Market Commentary

- **82%** provide educational assistance.
- The median reimbursement limits is **$5,250** per year for both undergraduate and graduate courses.
- **78%** require employees to payback upon termination

Prevalence Data

Educational Assistance	Median Plan Design
Reimbursement %	100%
Maximum Annual Dollar Limit	$5,250
Require Payback upon Termination	Yes
Covers Books	Yes

*Nontraditional benefits are not included in the relative dollar value, rank, or index positioning.



Non-Traditional Benefits

Additional Benefits

General Market Commentary

- Mercer conducted the 2022 Flexible Working Policies and Practices survey with 749 respondents and found that the happiest employees are hybrid workers; 77% report being able to maintain a reasonable work-life balance.
- 53% of employers are working to expand the types of flexibility offered
  - 42% offer part-time schedules
  - 70% offer flex time (e.g., adjusted start and stop times)
  - 32% have, or are considering offering, a 4-day workweek to all or some employees
  - 18% offer variable or alternative shifts
  - 14% offer phased or flexible retirement

Non-traditional Benefits	Yes	No	Percent
Adoption Benefits	326	219	60%
Business Casual Policy	409	65	86%
Child/Elder Care Assistance	318	204	61%
College Scholarships	175	316	36%
Discount Purchasing	430	95	82%
Employee Assistance Plan	589	10	98%
Flextime	347	144	82%
Formal Training/Professional Development Program	443	65	87%
Free/Subsidized Parking	395	117	77%
Funeral Leave	540	17	97%
Gambling Addiction Counseling	220	241	48%
Home Computer Offered	132	327	29%
Job Sharing	89	372	19%
Lactation Rooms	450	53	90%
Legal Counseling	382	142	73%
Onsite Child Care	88	406	18%
Onsite Fitness Facility	336	186	64%

Non-traditional Benefits	Yes	No	Percent
Paid/Subsidized Offsite Fitness Facility	194	301	39%
Parental/Family Leave	499	76	87%
Pre-Retirement Counseling	303	269	53%
Satellite Workplace	118	340	26%
Subsidized Eating Facility	171	309	36%
Telecommuting	365	125	75%
Wellness Program	512	73	88%
Work at Home Policy	430	95	77%

* Percentage based on those that responded.

Appendix

The following supporting documents are being provided for your reference and were used in the support of this report.

- Summary of Plan Features – this report displays participant data imported from Mercer's national benefits database and is the basis for the valuation.
- Methodology – This section details the methods used by Mercer to value the benefit plans included in the Summary of Plan Features report for each comparator organization.

Summary of Plan Features

Medical Plan	Organization A	Organization B	Organization C	Organization D
Plan ID	MD0010	MD0020	MD0020	MD0020
General				
Plan Type	PPO	EPO	PPO	PPO
Plan Type Comments				
Plan Status	Active	Active	Active	Active
Plan is Out-of-Area Plan	No	No	No	No
Plan is a Silent PPO	Not Specified	Not Specified	Not Specified	Not Specified
Percent Of All Employees Participating in This Plan				
This plan has an HSA/HRA included (If Yes, data is in the HSA/HRA section, at bottom)	Yes	No		
This plan has Post-retirement Medical Coverage (If yes, data is in the Retiree Medical sections, at bottom)	No	Yes		
Deductibles				
Deductible Levels				
Level	Individual	Individual		
In Net %				
In Net Amt	$1,500.00	$0.00		
In Net Tier 2 %				
In Net Tier 2 Amt				
Out of Net %				
Out of Net Amt	$5,000.00			
Level	Individual + 1	Individual + 1		
In Net %				
In Net Amt		$0.00		
In Net Tier 2 %				
In Net Tier 2 Amt				
Out of Net %				
Out of Net Amt				
Level	Family	Family		
In Net %				
In Net Amt	$3,000.00	$0.00		
In Net Tier 2 %				
In Net Tier 2 Amt				
Out of Net %				
Out of Net Amt	$10,000.00			

METHODOLOGY

ABOUT THIS SECTION

This section details the methods used by Mercer to value the benefit plans included in the Plan Value Comparisons and Employee Profile Comparisons sections. For each item discussed, we provide an example illustrating how each plan is valued. *Note: Your organization's plan features may vary somewhat from the examples provided. However, we have applied these techniques, with adjustments where necessary, to the actual features of your plan.*

SECTION CONTENTS

The Methodology contains the following sections:

PRINCIPLES

- Basic methodology
- Market valuation
- Mean use
- Participation
- Personal substitution

NATIONAL COMPOSITE WORKFORCE

- Workforce demographics
- Target bonuses
- Position classification
- Cash Compensation
- Annual Salary
- Bonus

RETIREMENT/SAVINGS

- Defined Benefit plans
- Defined Contribution plans
- Stock Purchase plans

HEALTH/GROUP BENEFITS

- Medical benefits
- Dental benefits
- Dependent Care Spending Accounts
- Health Care Spending Accounts
- Post-retirement Medical benefits

PAID LEAVE

- Paid Time Off
- Vacation
- Holidays
- Personal Leave
- Sick Leave

TIME LOSS BENEFITS

- Life Insurance benefits
- Short-term Disability benefits
- Long-term Disability benefits

4C. Benefits Valuation Analysis

Comparison to Utilities / Energy Industry

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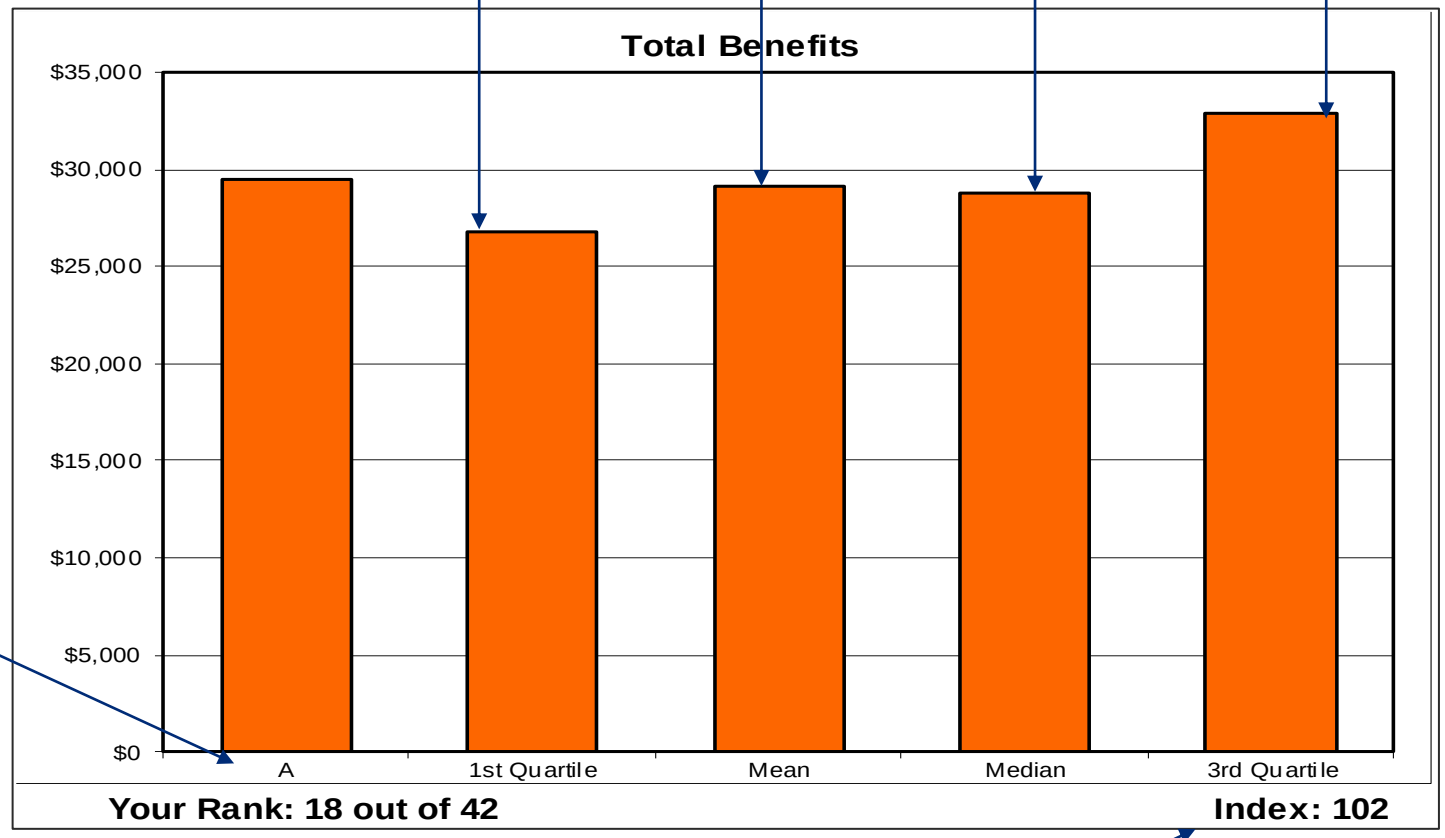
About the Report

25th Percentile/1st Quartile: 25% of the peers' value is less than this value

Mean: The arithmetic average among the peer group

50th Percentile/Median: The "middle" value among the peer group

75th Percentile/3rd Quartile: 75% of the peers' value is less than this value



Organization A – Represents Your Company

Rank - Identifies your organization's plan value position relative to the peer group values

Index - Illustrates the relationship of your benefit values to the median values of the peer group (the median value equals an index of 100)

Executive Summary

Orange County Power Authority's benefit value is aligned with the median value among the peer group

Orange County Power Authority
BVA Relative Value
$ 29,495
per employee per year relative value for Retirement, Health, Paid Leave and Life & Disability benefits

Overall Index Rating
Index of 102
Orange County Power Authority benefits are 2% above the median value for Retirement, Health, Paid Leave and Life & Disability benefits

Overall Rank
Rank of 18
Orange County Power Authority benefits are ranked 19 out of 42 organizations when combining Retirement, Health, Paid Leave and Life & Disability benefits

Median
BVA Relative Value
$ 28,807
per employee per year relative value for Retirement, Health, Paid Leave and Life & Disability benefits

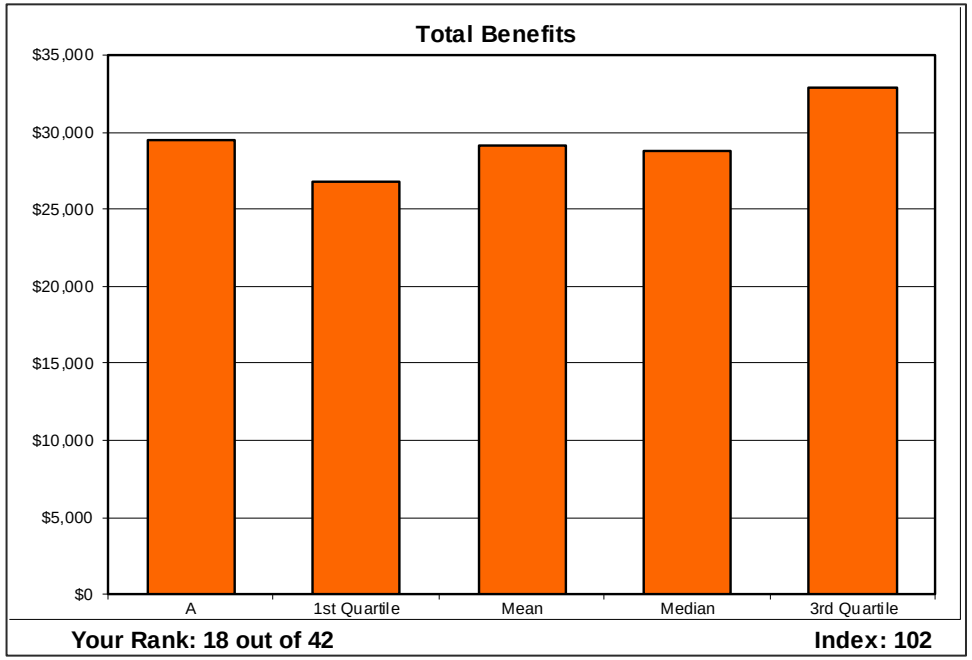
Benefits	2023	Summary	Benefits	2023	Summary
Retirement 	Rank = 19th Index = 110	OCPA's above-median comparison is driven by a total employer contribution for the Defined Contribution that is at 14% compared to the median contribution of about 13%	**Paid Leave** 	Rank = 2nd Index = 128	OCPA's above-median position is driven by providing more Holidays and PTO days compared to the median plan.
Medical 	Rank = 17th Index = 103	OCPA's competitive position is a result of requiring the employees to pay a competitive amount of the total premium for all levels of coverage compared to the median plan combined with plan provisions that are slightly more favorable compared to the median plan.	**Life & Disability** 	Rank = 38th Index = 56	OCPA's below-median position is a result of providing a plan design that is below median for Long-Term Disability combined with requiring the employees to pay for full coverage on Short-Term Disability, offset by offering a plan design for Life Insurance that is above the median plan design.
Dental 	Rank = 39th Index = 56	OCPA's below median comparison is a result of requiring the employees to pay more of the premium compared to the median plan combined with plan provisions that are slightly below the median designs.			

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Total Benefits

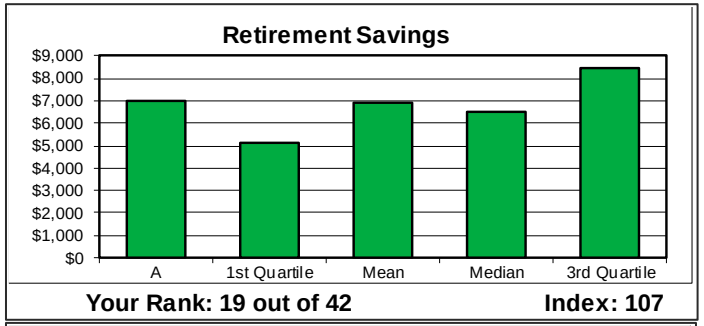
Peer Group Position

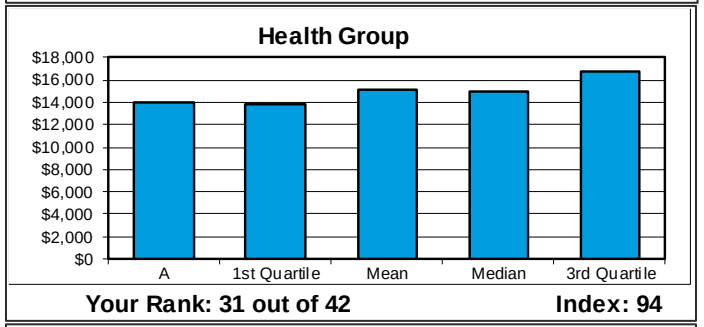
- OCPA's overall Total Benefits position is generated by:
  - Above-median comparison is driven by a total employer contribution for the Defined Contribution that is above the median plan design.
  - Below-median position is driven by a Dental plan design that is below the median plan design, offset by a Medical plan design that is competitive to the median plan value.
  - Above-median position is driven by providing more days off within the PTO plan compared to the median plan combined with offering more Holidays compared to the median plan design.
  - Below-median position is driven by a below median for Long-Term Disability plan design combined with requiring the employees to pay for full coverage on Short-Term Disability, offset by offering a plan design for Life Insurance that is above the median plan design.

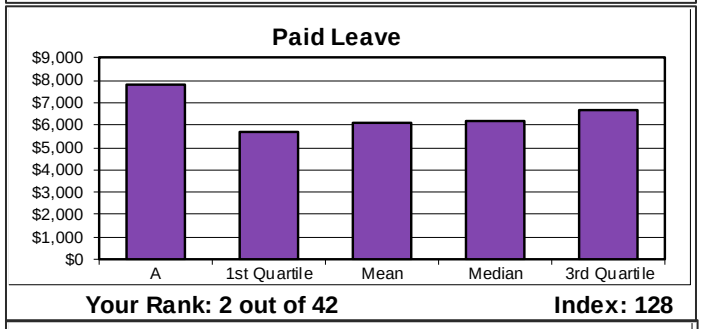


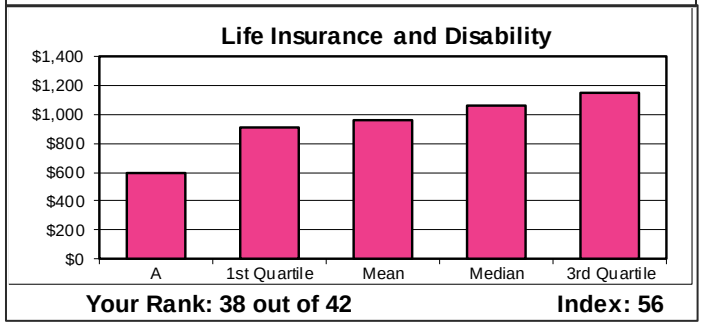
Key Take Away

OCPA's overall total benefits position is aligned with the median value as a result of providing plan designs that are above the median plan for Retirement Savings and Paid Leave, offset by the designs for Health Group and the Life & Disability benefits that are below the median plan designs.









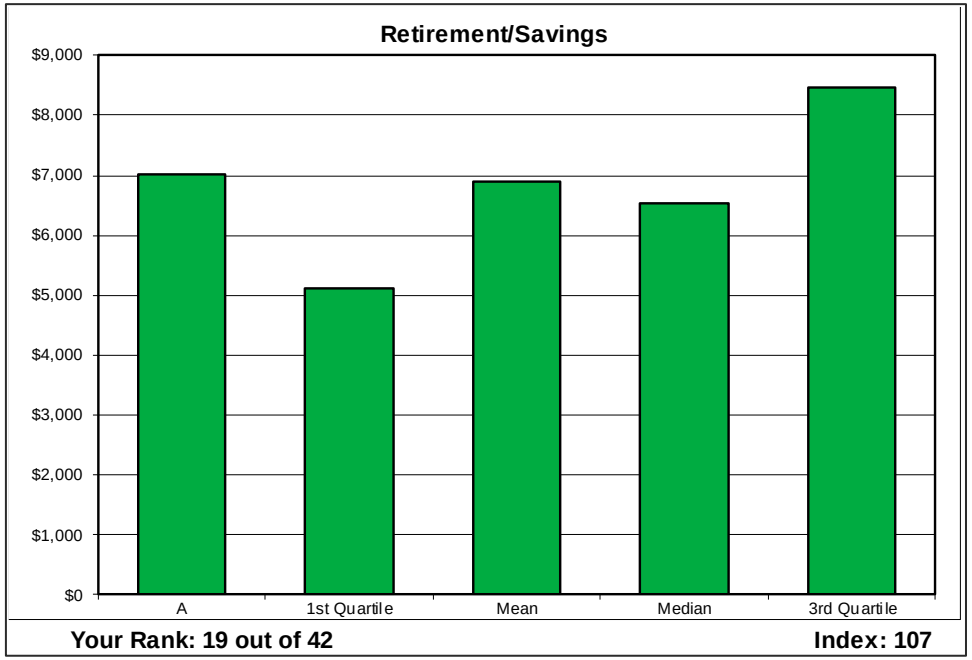
Retirement Savings

Peer Group Position

- OCPA's above-median comparison is driven by a total employer contribution for the Defined Contribution that is at 14% compared to the median contribution of about 13%.
- Seventeen peers provide an active Defined Benefit plan to new hires.
- Seven peers offer a Stock Purchase plan.

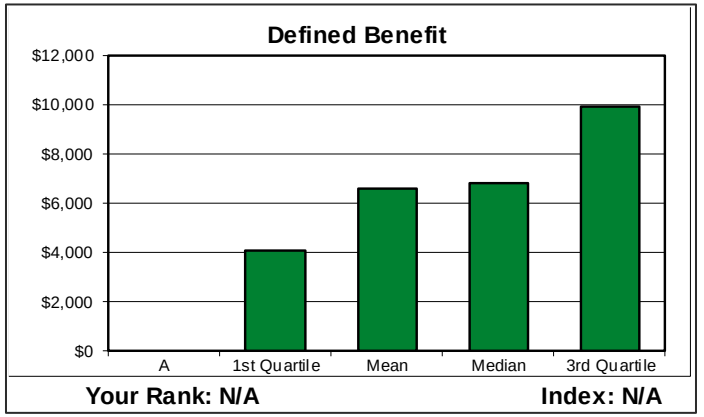
General Market Commentary

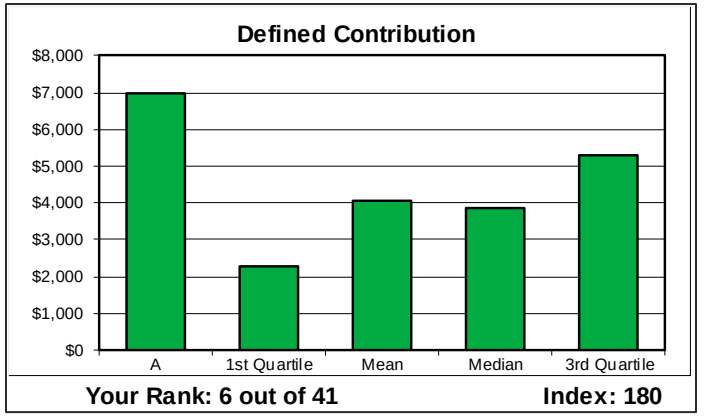
- Over the past five years, this study observed a 23% decrease in organizations offering active Defined Benefit Retirement Plans.
- As a result, more organizations provide funding through fixed or discretionary non-matching contributions to a Defined Contribution Plan, as reported by 57% of organizations in this study.
- Organizations are also encouraging participation in pretax savings plans with automatic enrollment features, reported by 54% of organizations. The median enrollment percentage among the peers is 4%.

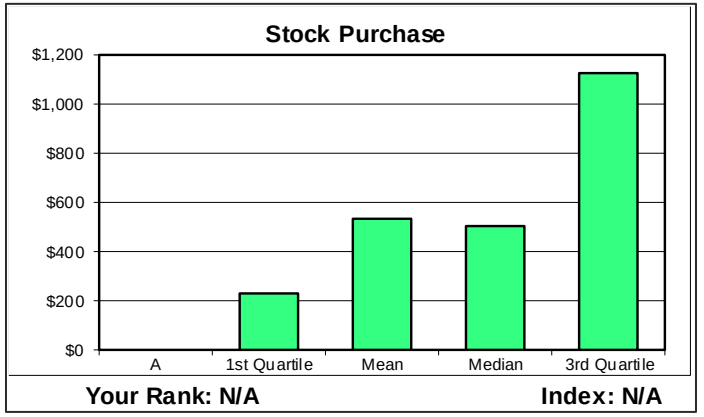


Key Take Away

OCPA's above the median comparison is a result of the total employer contribution being 14% compared to the overall median employer contribution among all options within the Retirement Category that is about 13%.







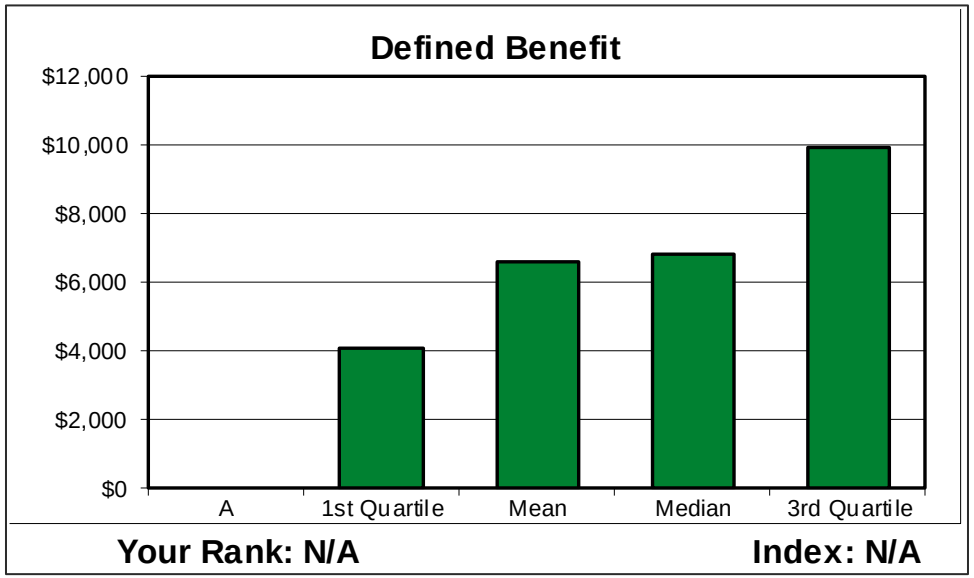
Retirement Savings
Defined Benefit

Peer Group Position

- Seventeen peers provide an active Defined Benefit. One peer provides a Defined Benefit plan for the CEO only and thus was not included in the values.
- The remaining organizations, including OCPA, do not provide an active Defined Benefit plan.
- Twelve peers reported a Defined Benefit plan for which the benefit was either grandfathered or frozen. Per the valuation methodology, grandfathered and frozen plans are not included in the analysis.

General Market Commentary

- Offered by 17% of organizations, where the most common plan types are Final Average Pay plans and Cash Balance plans.
- 52% have a five-year vesting schedule.
- 42% include bonus in the definition of pay.
- 21% have an excess feature removes legislated limit.



	Median Plan	Your Plan Design
Type of Plan	Final Average 5-Year Average	
Formula	.015 * DP1 * (CSE up to 40).	
Salary Definition	Base Pay	
Excess Plan for Salary Limits	Yes	

Key Take Away

OCPA is aligned with the peer group median by not providing a Defined Benefit plan.

41%
Offer a Defined Benefit plan

29%
Have a frozen or grandfathered Defined Benefit plan

12%
Include bonus in the definition of pay

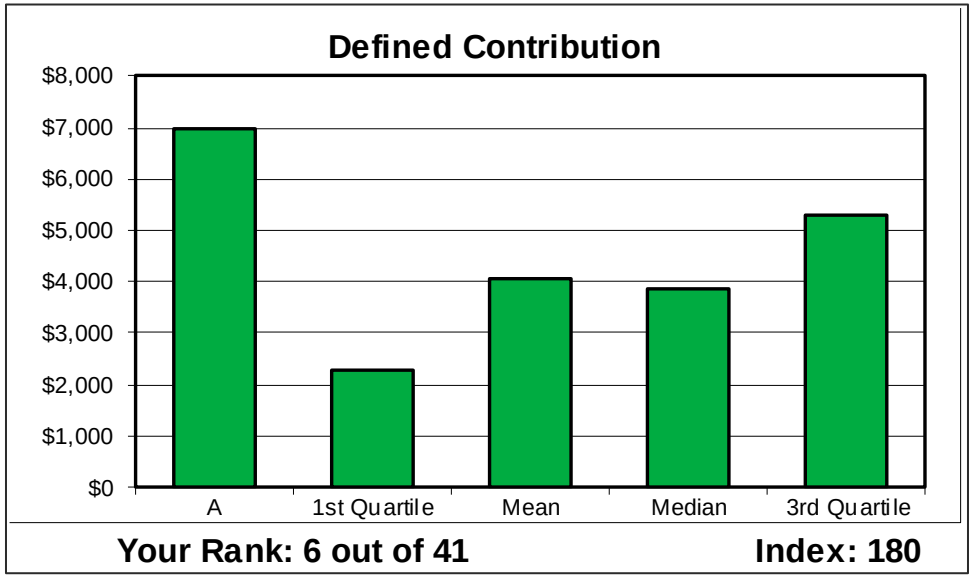
Retirement Savings
Defined Contribution

Peer Group Position

- OCPA's total employer contribution is derived from a matching contribution totals 4% of pay and a non-matching contribution of 10% compared to the median plan that includes both an employer match and non-matching contribution that totals 6.5% of compensation that includes bonus pay.
- Twenty-two peers provide a matching only plan; sixteen peers provide matching and non-matching contributions; and two peers provide a non-matching contribution only.
- Total employer contributions for the peer group range from 2.13% to 15%.
- One peer provides all value through their Defined Benefit plan.

General Market Commentary

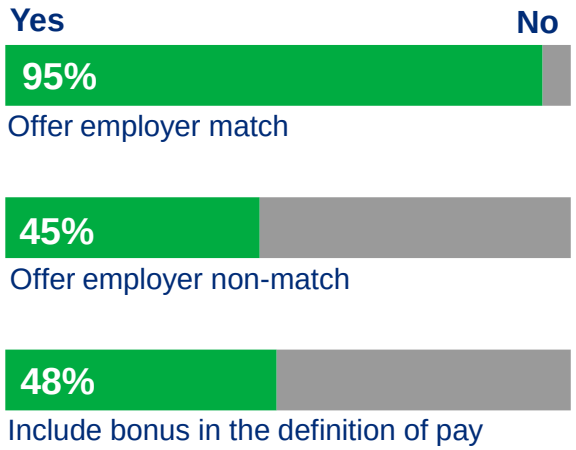
- Offered by 99% of organizations, where the median total employer contribution is 6%.
- 84% offer employer match.
- 56% offer employer non-match.
- 57% include bonus in the definition of pay.
- 40% offer immediate vesting for employer contributions.



	Median Plan	Your Plan Design
Matching Contribution	50% of the first 5%	100% of the first 4%
Non-Matching Contribution	4%	10%
Salary Definition	Base + Bonus Pay	Base Pay
Excess Plan for Salary Limits	Yes	Yes

Key Take Away

OCPA's above-median comparison is a result of providing a matching and non-matching contribution that totals 14% compared to the median plan which provides a total employer contribution of 6.5% with a salary definition that includes bonus.



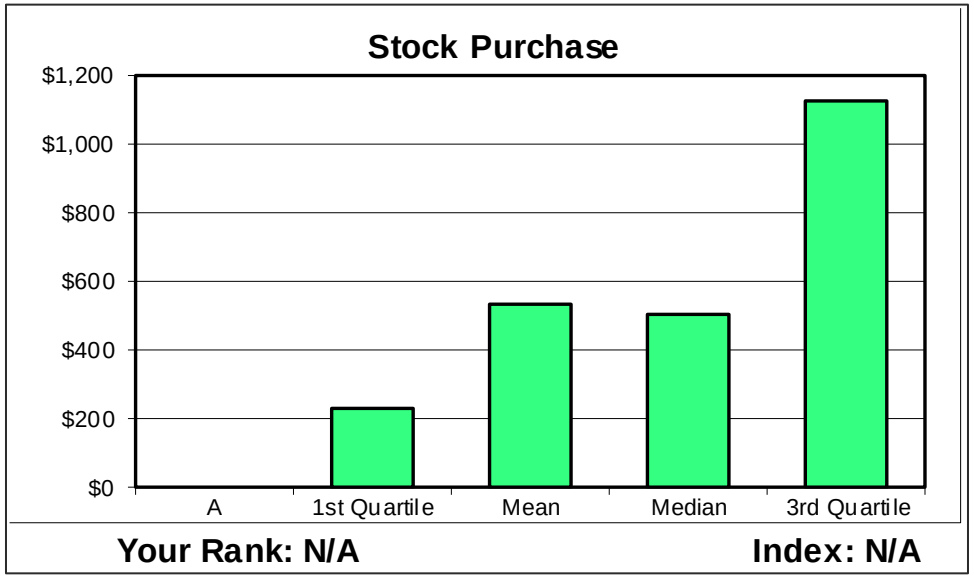
Retirement Savings
Stock Purchase Plan

Peer Group Position

- The primary driver of value in a Stock Purchase plan is the level of employer funding via a match or discount on the purchase of the stock.
- Eight peers provide a Stock Purchase plan where one peer does not provide a discount or a match.
- Of the remaining peers, five provide a discount ranging from 5% to 15% and the remaining peers provide a matching contribution.

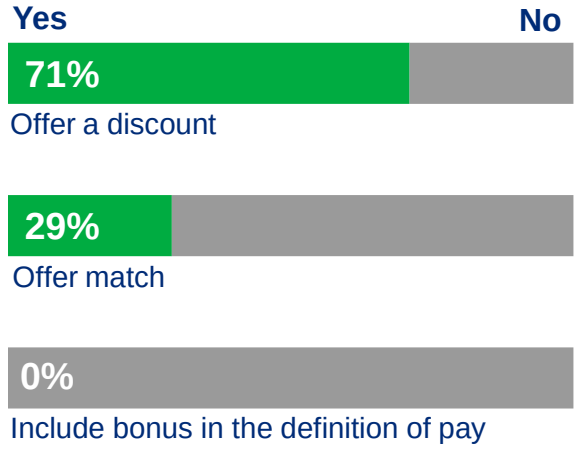
General Market Commentary

- Offered by 14% of organizations, where 80% of these organizations provide a plan with a discount.
- The median discount is 15%.
- 25% include bonus in the definition of pay.
- 10% is the median maximum employee contribution.



Key Take Away

OCPA is aligned with the peer group by not offering a Stock Purchase Plan.



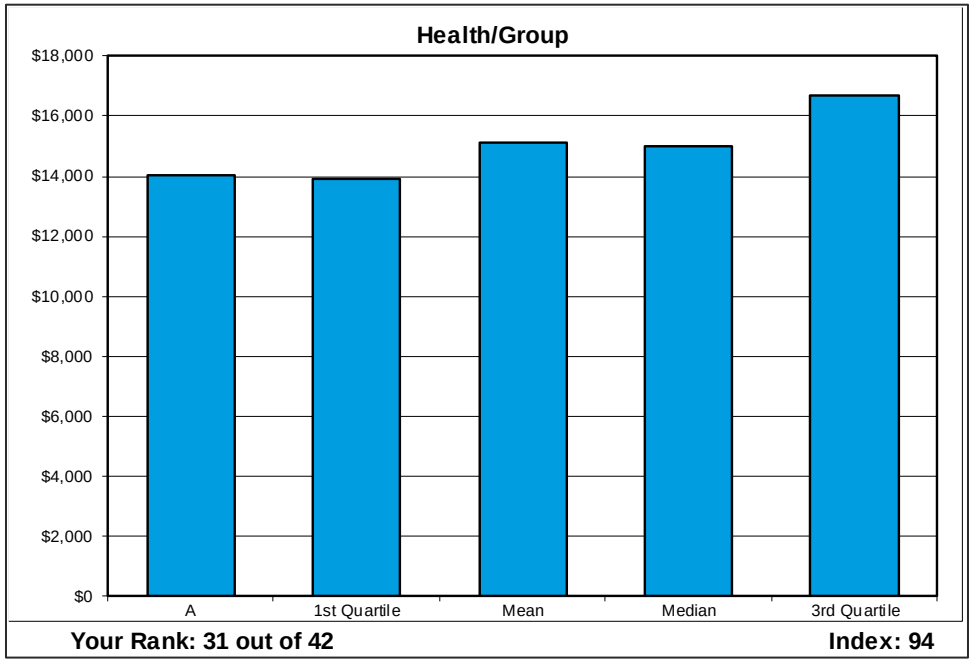
Health Group

Peer Group Position

- OCPA's below-median position is driven by a Dental plan design that is below the median plan value, offset slightly by a competitive Medical plan design that is aligned with the median plan value.
- Sixteen peers provide an employer-subsidized Post-Retirement Medical coverage.
- Three peers provides an employer-subsidized Flexible Spending Accounts.

General Market Commentary

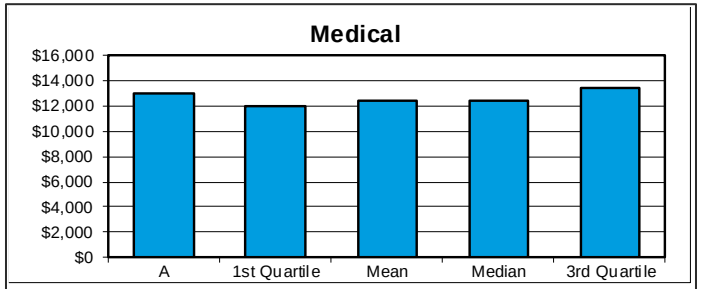
- Health benefit cost jumped 6.3% in 2021 (to an average of $14,542 per employee), following last year's increase of just 3.4%. Smaller employers, typically fully-insured, were hit with especially high increases, cost rose by 9.6% on average.
- Employers avoided cost-cutting changes to plan design in 2021 – in fact, we saw average deductibles actually decline for some coverage types. Benefit priorities have shifted in response to the pandemic's impact on the workforce. Many employers view supporting the mental, emotional and behavioral health of employees as a business imperative.



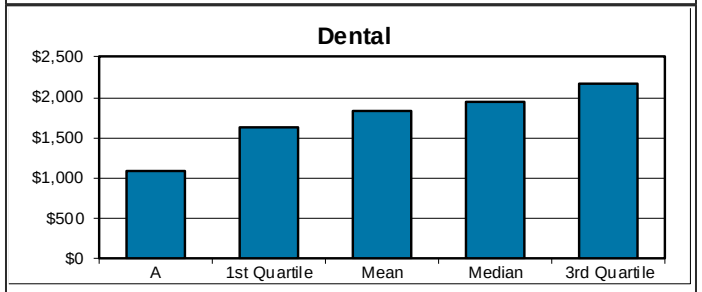
Your Rank: 31 out of 42 **Index: 94**

Key Take Away

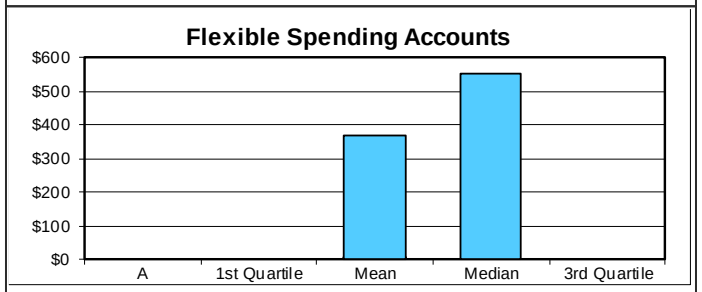
OCPA's overall Health Group position is below the median value as a result of providing a Dental plan that provides a less rich plan design and a higher cost share compared to the median plan, offset slightly by a Medical plan that is competitive with the median plan design.

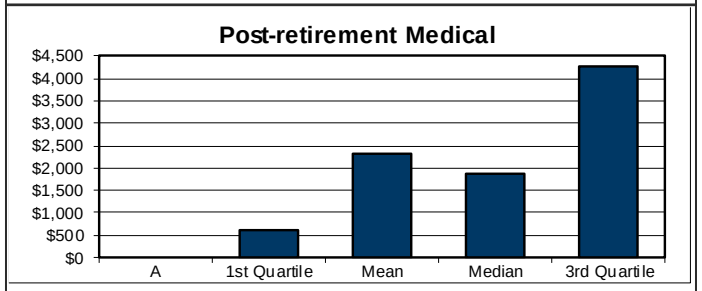


Your Rank: 16 out of 42 **Index: 104**



Your Rank: 39 out of 42 **Index: 56**





Your Rank: N/A **Index: N/A**

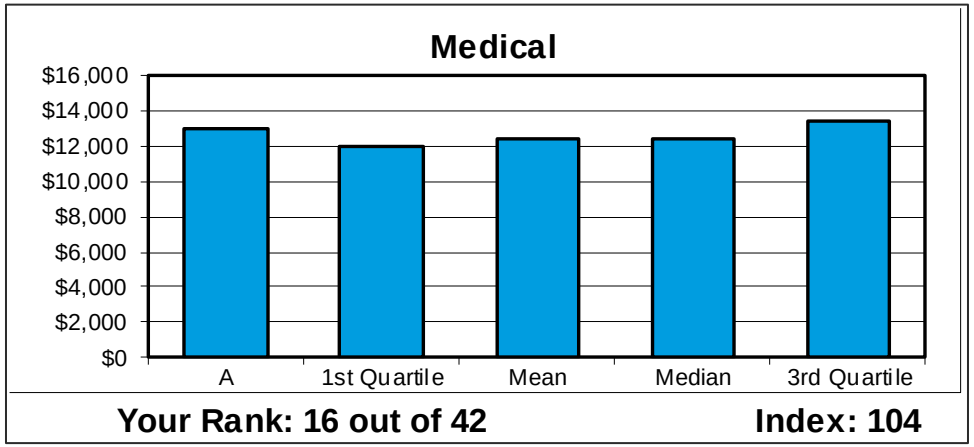
Health Group
Medical

Peer Group Position

- The plan with the largest percentage of employee participation was valued for all organizations in this study; OCPA's PPO plan was valued.
- OCPA's aligned-with-median position is a result of cost share and plan provisions that are slightly more favorable to the employees.
- The average employee cost-share for valued plans is 12% for employee only coverage and 16% for family coverage.
- Four peers vary their cost share by salary.
- Three peers do not require the employees to pay for their medical plan.

General Market Commentary

- 74% have a PPO Medical Option with an average cost share of 19% for employee only and 24% for family.
- 77% have a HDHP Medical Option with an average cost share of 13% for employee only and 17% for family.
- 22% have a HMO Medical Option with an average cost share of 16% for employee only and 25% for family.



Key Take Away

OCPA's competitive position is a result of requiring the employees to pay a competitive amount of the total premium for all levels of coverage compared to the median plan combined with plan provisions that are slightly more favorable compared to the median plan.

	Median Plan Design	Your Plan Design
Plan Type	EPO	PPO
Employee Cost-Share	15% Employee Only 18% Family	14% Employee Only 15% Family
Annual Deductible	$0 Individual $0 Family	$500 Individual $1,000 Family
Out-of-Pocket Limit	$3,630 Individual $7,260 Family	$2,000 Individual $4,000 Family
Coinsurance/ Copayments	$340 Inpatient Hospital $30 Office Visit $30 Rx	20% Inpatient Hospital $20 Office Visit $30 Rx
Employer HSA/HRA Funding	N/A	N/A

Health Group
Medical



73%
Offer an HDHP

71%
Offer a PPO or POS

22%
Offer an EPO or HMO

Median Medical Plan Features				
	Your Plan Design PPO	**HDHP**	**PPO or POS**	**EPO or HMO**
In-Network Deductible	$500 Individual $1,000 Family	$2,000/Individual $4,000/Family	$800/Individual $1,600/Family	$500/Individual $1,500/Family
In-Network Inpatient Hospital	20% Coinsurance	20% Coinsurance	$340 Copay or 15% Coinsurance	10% Coinsurance
In-Network Office Visits	$20 Copay	20% Coinsurance	$25 Copay or 20% Coinsurance	$20 Copay
In-Network Out-of-Pocket Limits	$2,000 Individual $4,000 Family	$3,500/Individual $7,000/Family	$3,300/Individual $6,600/Family	$3,000/Individual $6,000/Family
Employer HSA/HRA Funding	Not Applicable	$750/Individual $1,500/Family	Not Applicable	Not Applicable
Employee Cost-Share	14% Employee Only 15% Family	11% Employee Only 13% Family	18% Employee Only 20% Family	16% Employee Only 20% Family

*The details on this page do not represent the median value, rather the median plan features for each of the various plan designs offered among the peers and is inclusive of all plans offered (not just the ones with the largest percentage of employee enrollment).

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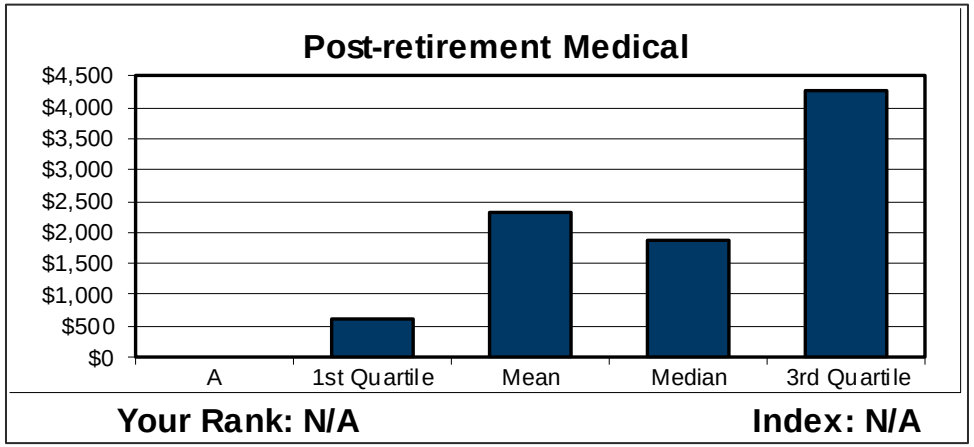
Health Group
Post-Retirement Medical

Peer Group Position

- Sixteen peers provide an employer-subsidized post-retirement medical plan where two peers provide an employer subsidized plan for Post-65 coverage in addition to Pre-65 coverage.
- Nine peers provide an access plan.
  - Access-only plans allow retirees to enroll in an employer sponsored plan but require the retiree to pay the full cost of coverage, therefore no value is generated.

General Market Commentary

- Over the past five years we have seen a 9% decrease in organizations offering retiree medical coverage to newly hired employees.
- 25% of the organizations offer an employer subsidized plan for pre-65 coverage.
- 23% of the organizations offer an employer subsidized plan for post-65 coverage.
- Many organizations have opted to grandfather/freeze these plans or provide access-only plans, which allow retirees to enroll, but require the retiree to pay the full cost of coverage.



Key Take Away

OCPA is aligned with the median by not offering a Post-Retirement Medical plan.

Pre 65



39% Not Offered

22% Access Only

39% Employer Sponsored

Post 65



78% Not Offered

2% Access Only

20% Employer Sponsored

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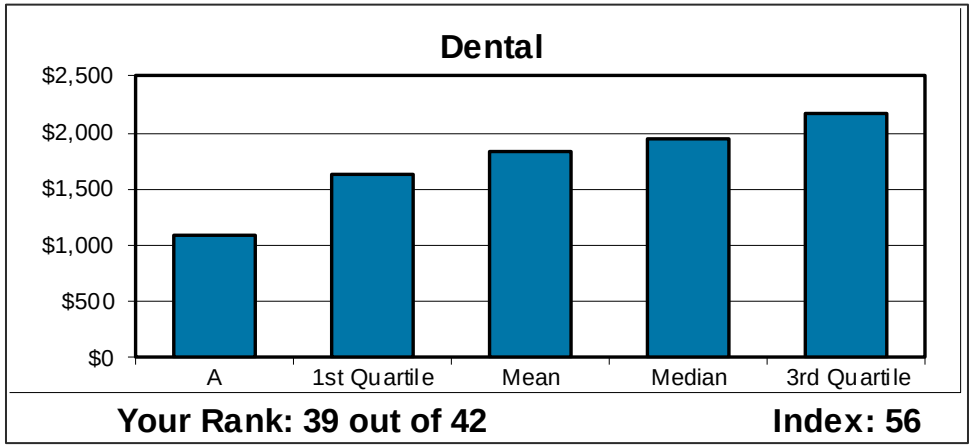
Health Group
Dental

Peer Group Position

- The plan with the largest percentage of employee participation was valued for all organizations in this study.
- OCPA's below median comparison is a result of requiring the employees to pay more of the premium compared to the median plan combined with plan provisions that are slightly below the median designs.
- The average employee cost-share for valued plans is 20% for employee only and 24% for family coverage.

General Market Commentary

- Median employee cost share – 40% for employee only coverage and 47% for family coverage.
- Median Plan Coverage is 100% for preventive, 80% for basic, 50% for major and 50% for orthodontia coverage.
- Median annual maximum is $1,500 and median lifetime orthodontia is $1,500.



Key Take Away

OCPA's below-median position is a result of providing plan provisions that are slightly less rich compared to the peer group median combined with a cost share that requires the employees to pay more of the total premium compared to the median plan.

	Median Plan Design	Your Plan Design
Plan Type	Silent PPO	Silent PPO
Employee Cost-Share	16% Employee Only 16% Employee + Child 16% Employee + Spouse 16% Family	53% Employee Only 50% Employee + Child 50% Employee + Spouse 53% Family
Annual Deductible	$50/Individual $150/Family	$50/Individual $150/Family
Maximums (Annual/Lifetime)	$1,750 Annual / $1,000 - Orthodontia	$1,500 Annual / $500 Orthodontia
Coinsurance	100% Preventive 80% Basic 50% Major 50% Orthodontia	100% Preventive 80% Basic 60% Major 50% Orthodontia

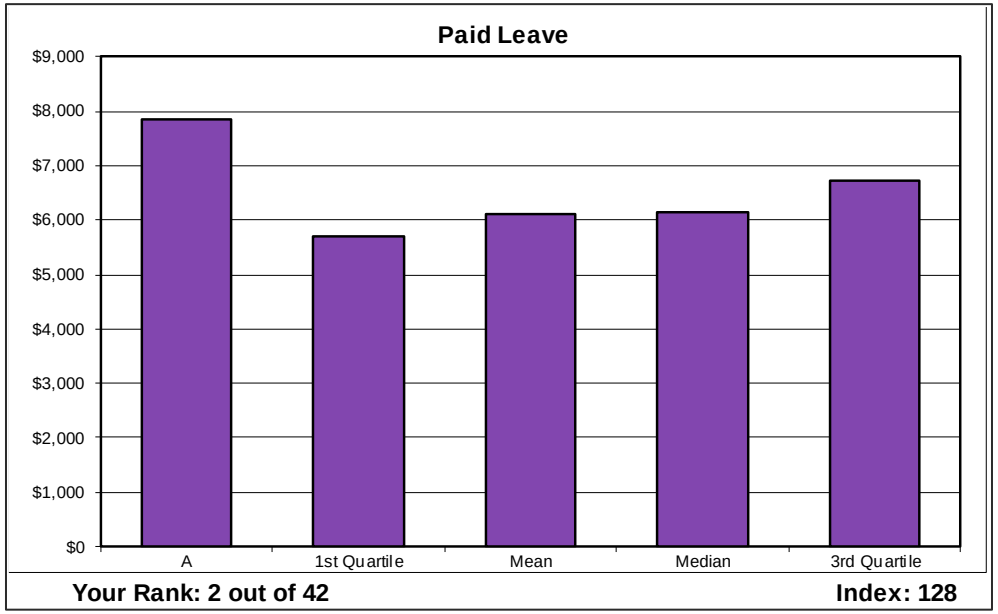
Paid Leave

Peer Group Position

- OCPA's above-median position is driven by providing more Holidays and PTO days compared to the median plan.
- Thirteen peers provide a Paid Time Off plan that combines various elements of Paid Leave and twenty-eight peers provide a traditional vacation plan.
- Six peers provide a separate Personal Leave plan.
- Twenty-six peers provide a separate Sick Leave plan.

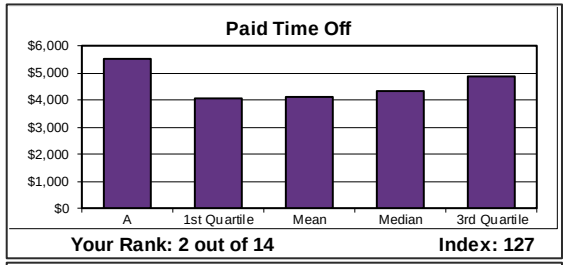
General Market Commentary

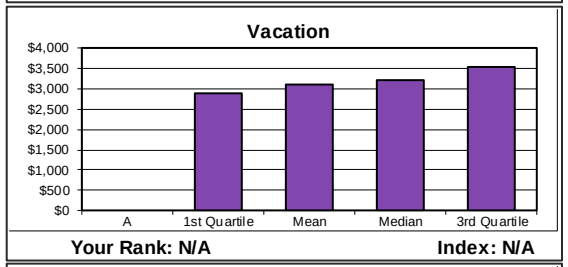
- Only 42 percent of respondents with PTO plans say that most of their employees take all of their allotted time, down from 51 percent in 2018 — and 15 percent say employees actually use less than 50 percent of PTO days.
- More than half report that open accruals/balances at the time of transition from a standard vacation/PTO plan were forfeited (where allowable); about two-fifths paid out balances and the rest allowed the accruals/balances to be used for STD top-off pay.

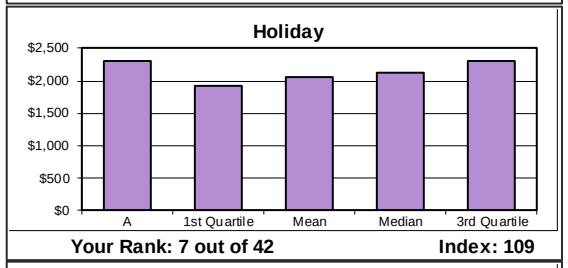


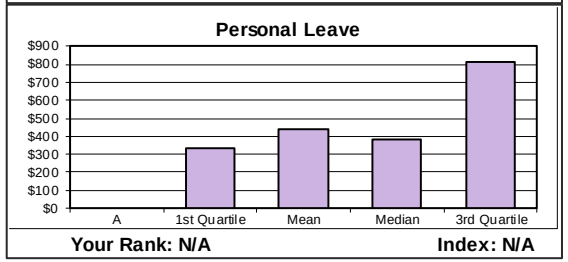
Key Take Away

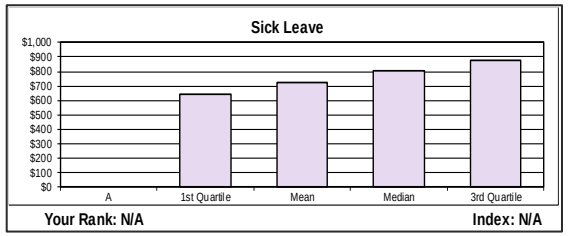
OCPA's above-median position is a result of offering a total number of days off for the PTO plan and Holidays that are greater than the median plans.







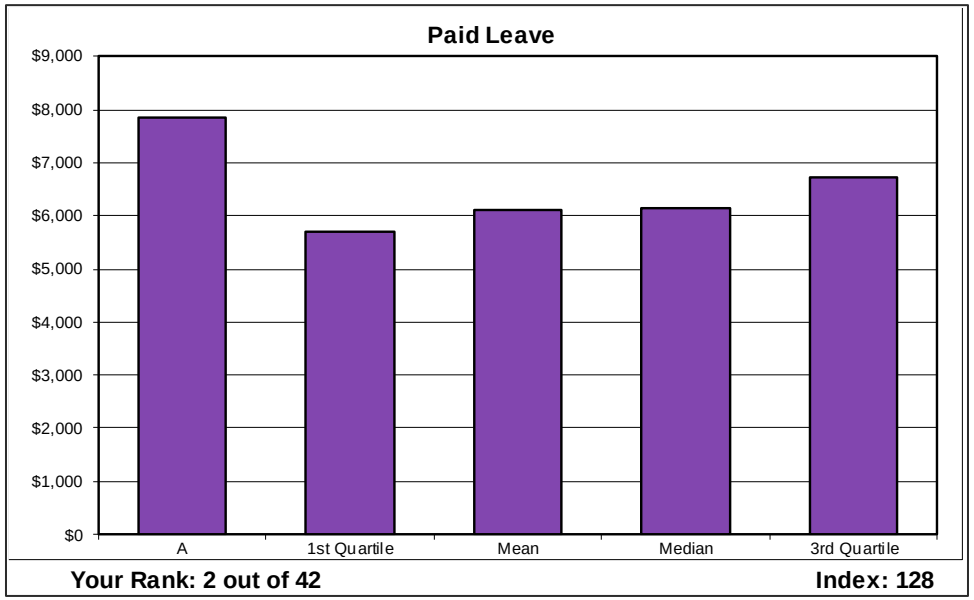




Paid Leave
Total Leave

Peer Group Position

- OCPA's position is a result of offering a total number of days off that is more than the median plan at every level of service.
- None of the peers provides an unlimited plan to any of their employees.
- OCPA provides the following:
  - PTO ranging from 22.5 days at hire to 32.5 days after ten years of service.
  - 12 Holidays.
- The median plan provides the following:
  - Traditional Vacation plan ranging from 15 days at hire to 25 days after twenty years of service.
  - 12 Holidays.
  - 7 Sick days – please note that Mercer's methodology is for 35% of the days available will be used for the Sick Leave value.



Key Take Away

OCPA's above-median position is a result of providing a total number of days that is greater than the median plan.

Years of Service	Median Total Leave	Your Total Leave	Difference	Years of Service	Median Total Leave	Your Total Leave	Difference
1 Year	29.45 Days	35.5 Days	+6.05 Days	**15 Year**	39 Days	44.5 Days	+10.05 Days
5 Years	29.45 Days	39.5 Days	+10.05 Days	**20 Years**	39 Days	44.5 Days	+5.05 Days
10 Years	34.45 Days	44.5 Days	+10.05 Days	**25 Years**	39 Days	44.5 Days	+5.05 Days

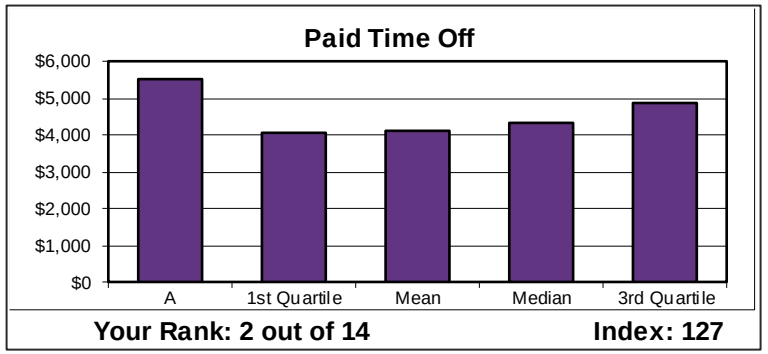
Paid Leave
Vacation / Paid Time Off

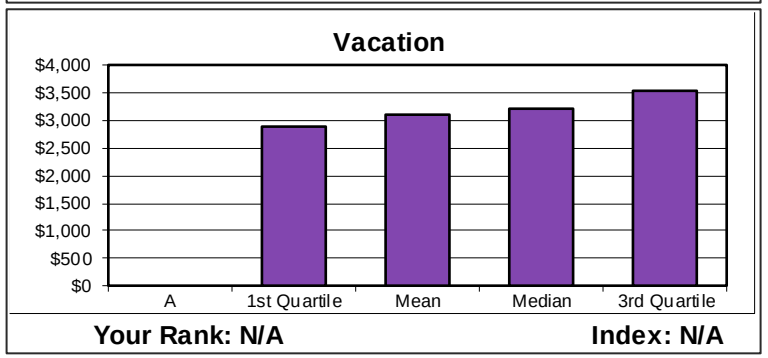
Peer Group Position

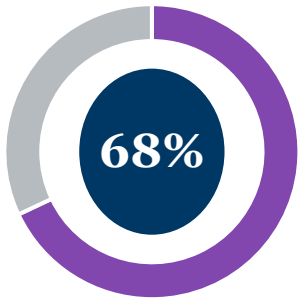
- Thirteen peers provide a Paid Time Off plan whereby vacation days are included with other elements of paid leave such as personal leave, holidays, and/or sick leave.
- Twenty-eight peers provide a traditional vacation plan.
- 95% of the peers allow for carryover, with the median number of days being about 30 days.
- Ten peers allow for selling of time off.

General Market Commentary

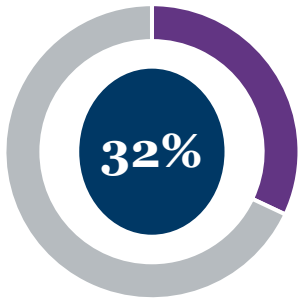
- Types of Paid Leave – Please note, some employers may offer a PTO plan to one group of employees and Vacation plan to others
  - 52% offer a traditional vacation plan
  - 50% offer a Paid Time Off (PTO) plan
  - 5% offer an Unlimited Time off Plan
- 72% allow carryover of unused days for traditional plans with a median of 30 days.
- 80% allow carryover of unused days for PTO plans with a median 30 days.







Offer a Vacation Plan



Offer a PTO Plan

Key Take Away

Among the fourteen organizations that provide a Paid Time Off plan, OCPA is above the median plan design as a result of providing more days off among the peer group at all levels of service.

Years of Service	Median Paid Time Off Plan	Your Plan Design
1 Year	12 Days	23.5 Days
5 Years	20 Days	27.5 Days
10 Years	25 Days	32.5 Days
15 Years	30 Days	32.5 Days
20 Years	30 Days	32.5 Days
25 Years	30 Days	32.5 Days

Paid Leave
Personal and Holidays

Peer Group Position

Personal Days

- Six peers provide a Personal Leave plan where the median plan provides 2 days.
- The range of days offered among those days that provide personal days is between 1 and 5 days.
- Three peers combine Personal Leave and Sick Leave (2 days were used as the assumed number of days for the value).

Holidays

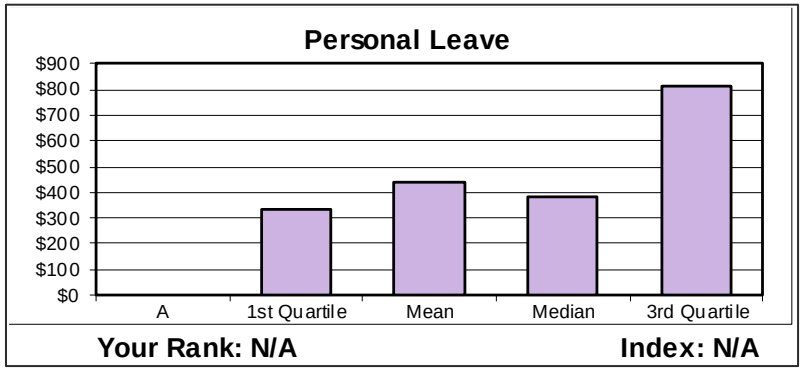
- All forty-two organizations, including OCPA, provide a separate Holiday plan.
- OCPA is above the median as a result of providing 12 days compared to the median number of holidays being 11.

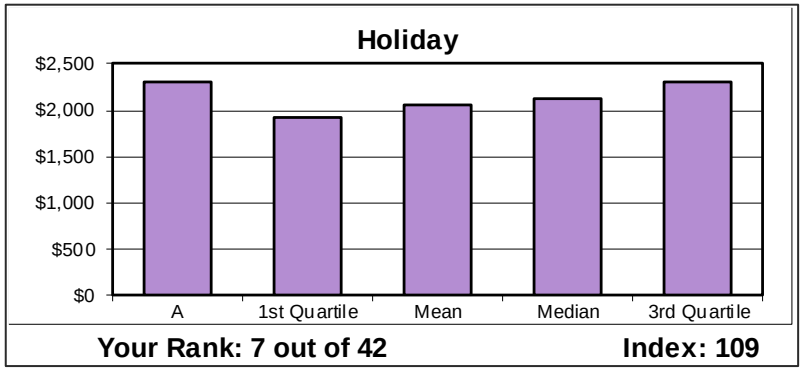
General Market Commentary

- Personal Days – Median number of personal days is 3 days.
- Holidays – Median number of holidays is 10 days.

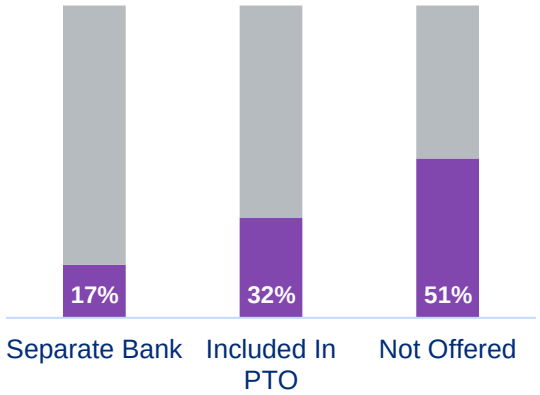
Key Take Away

OCPA is aligned with the peer group by including Personal Leave within the PTO plan combined with offering one more holiday compared to the median plan.

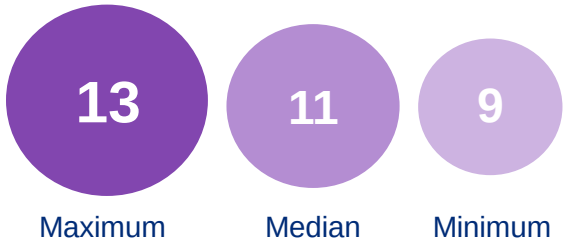




Personal Days



Paid Holidays



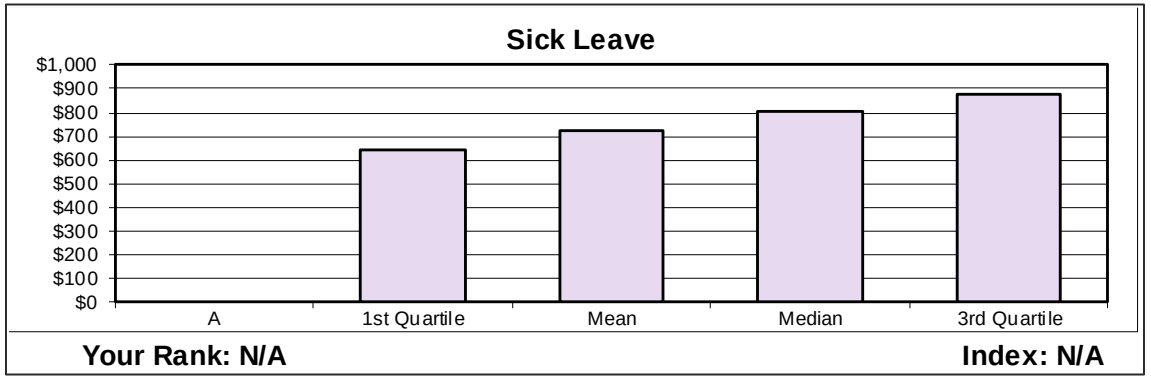
Paid Leave
Sick Leave

Peer Group Position

- Sick Leave Methodology benefit values are based on an assumption of only 35% of the number of days available are valued.
- When informal plans are used or Sick Leave left to the discretion of management, 10 days are used to generate the values.
- Thirteen peers include Sick Leave within the PTO bank.
- Twenty-six peers provide a separate Sick Leave plan where the range of days offered are from 5 – 20.
- Twenty peers allow for carryover of unused sick days.
- Four peers allow employees to cash out unused Sick days where only one of the four peers allow a 100% payout at either termination or retirement.

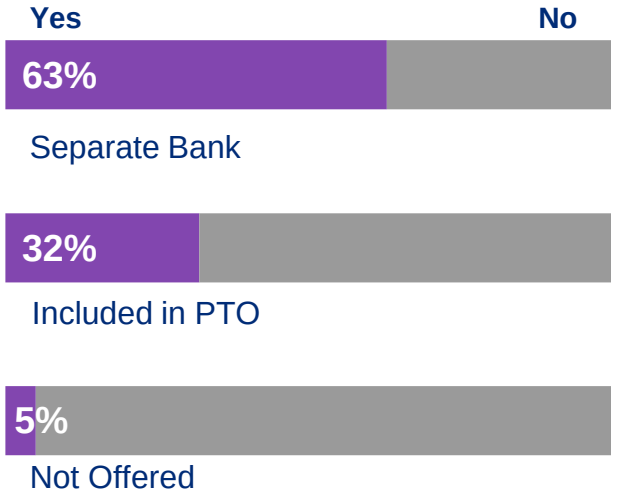
General Market Commentary

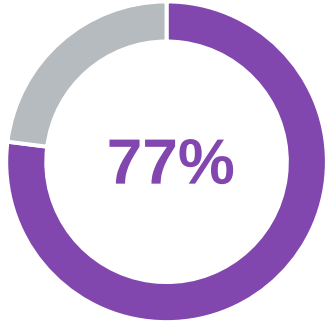
- Median number of sick days is 10 days.
- 59% of the plans offer carryover leave with either unlimited carryover or a limited number of days.
- 4% of the plans allow for accumulated sick days to be cashed out at termination.



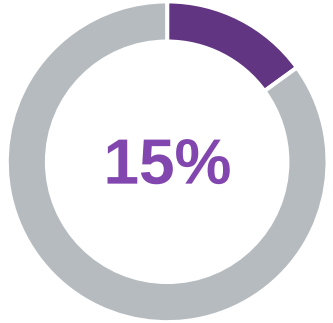
Key Take Away

OCPA is aligned with the peer group median by including Sick Leave within their PTO plan.





Offer carryover of Sick Leave



Offer payout upon termination

Paid Leave
Parental Leave

Peer Group Position

- Twenty peers reported a separate Parental Leave benefit.
- The remaining peers did not report data for this benefit.
- 78% of those that provide a Parental Leave policy provide coverage for non-birth parent.
- 72% of those that provide a Parental Leave policy provide coverage for adoptive parent.

General Market Commentary

- 16% provide a Maternity Leave with the median benefit being 8 weeks.
- 5% provide Paternity Leave with the median benefit being 2 weeks.
- 49% provide a Parental Leave benefit with the median Parental Leave benefit being 6 weeks.
- Of organizations offering Parental Leave, 79% of organizations allow leave to be used for Adoption, and 40% of organizations allow leave to be used for placement of a Foster child.

	Median Plan Design	Your Plan Design
Plan Type	Parental Leave	Parental Leave
Number of Weeks	6 weeks	0 weeks
Percent of Pay Replaced	100% of pay	100% of pay

Key Take Away

OCPA is below the median by providing no paid parental leave, compared to the median plan which offers 6 weeks at 100% pay replacement.



44%
Offer Parental Leave

12%
Offer Maternity Leave

2%
Offer Paternity Leave

*Parental Leave is not included in the relative dollar value, rank, or index positioning as this benefit is not utilized by all employees on an annual basis.

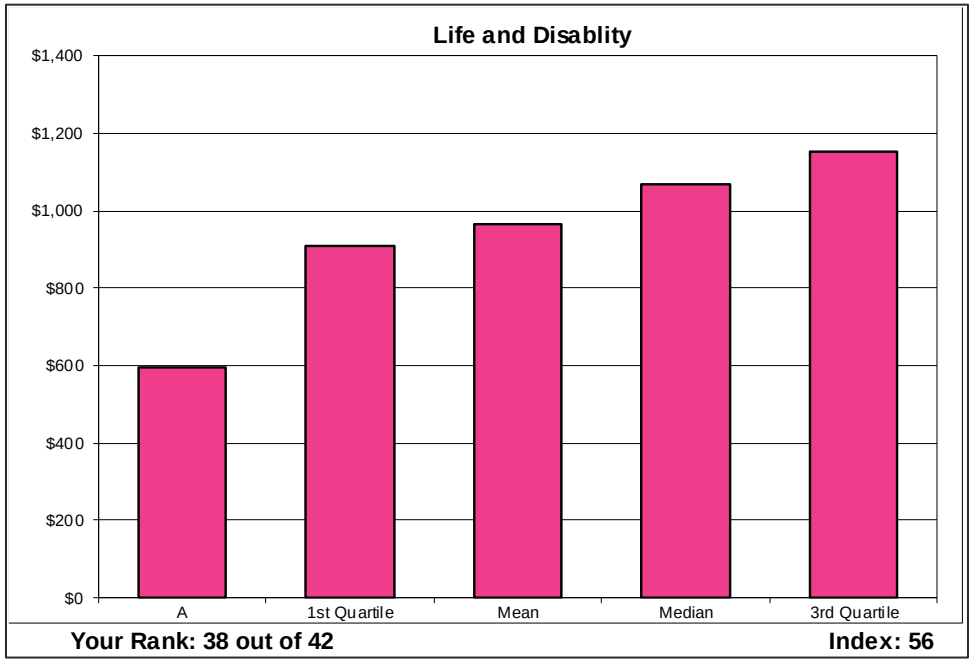
Life & Disability

Peer Group Position

- OCPA's below-median position is a result of providing a plan design that is below median for Long-Term Disability combined with requiring the employees to pay for full coverage on Short-Term Disability, offset by offering a plan design for Life Insurance that is above the median plan design.
- One peer does not provide an employer paid Life Insurance plan therefore no value is generated.
- Two peers do not provide an employer paid Short-Term Disability plan and a Long-Term Disability plan therefore no values are generated.

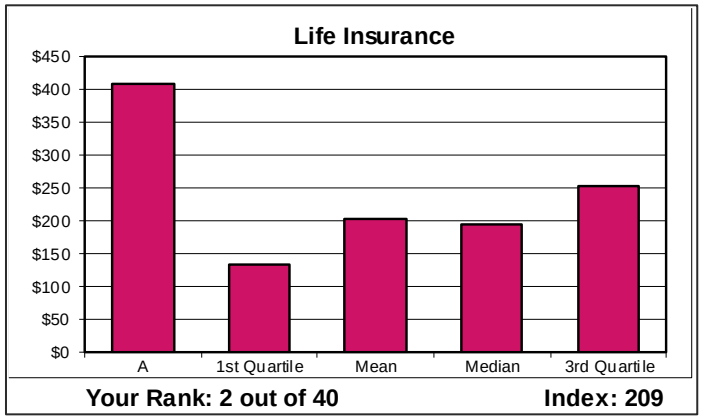
General Market Commentary

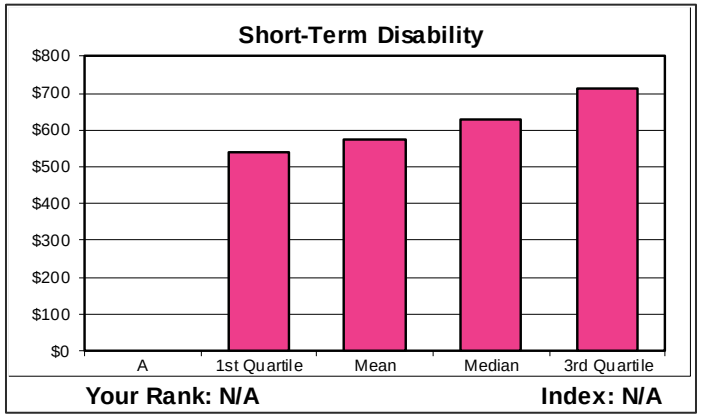
- 98% provide employer paid basic life insurance.
- 78% provide employer paid Short-Term Disability.
- 80% provide employer paid Long-Term Disability.

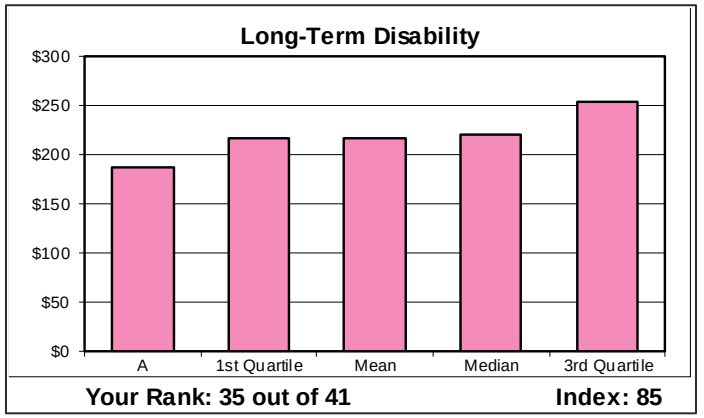


Key Take Away

OCPA's below-median position is a result of providing a plan design that is below the median for Long-Term Disability combined with requiring the employees to pay for full coverage on Short-Term Disability, offset by providing an above median plan design for the Life Insurance benefit.







Life & Disability

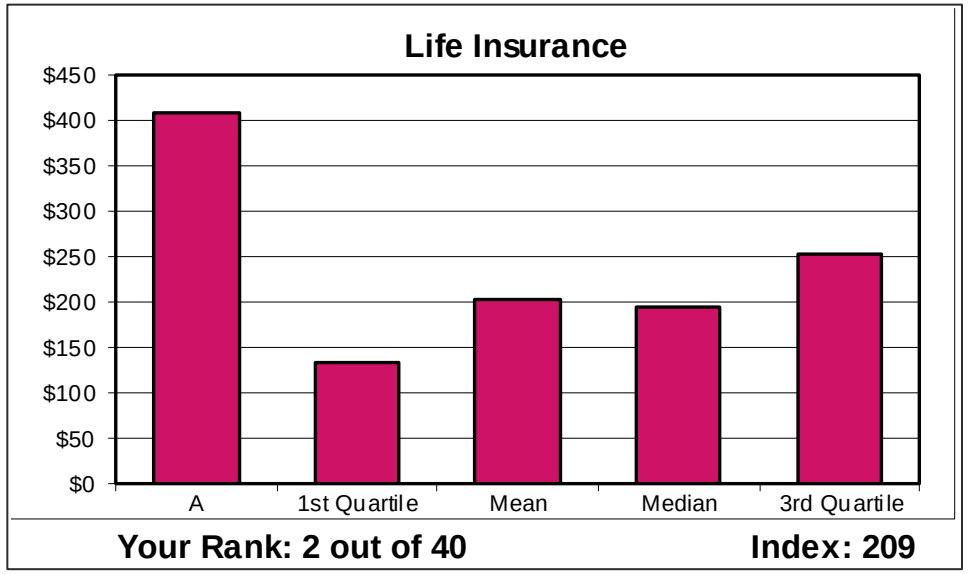
Life Insurance

Peer Group Position

- OCPA's below-median position is the result of offering 1x pay benefit compared to the median plan that provides a 1.5x pay plan with a maximum payout of $1,000,000.
- Amongst broad-based employee benefits, the multiple of pay ranges from 1x to 4x pay.
- Two peers provide a flat dollar payout.
- The maximum Benefit amount ranges from $50,000 - $2,500,000.
- Seven peers provide employer-paid spouse and dependent life insurance.
- Two peers require employees to pay 100% of the plan cost; therefore, no value is generated

General Market Commentary

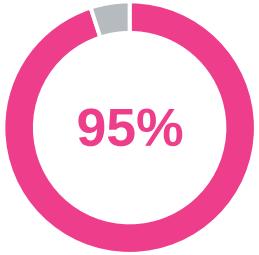
- The median plan design being 1.5x pay benefit.
- 15% provide a flat benefit plan.
- 85% provide a percent of pay Life Insurance plan.
- 86% provide a Basic AD&D benefit equal to the Basic Life Insurance benefit.
- 9% provide employer paid spouse/dependent Life Insurance.



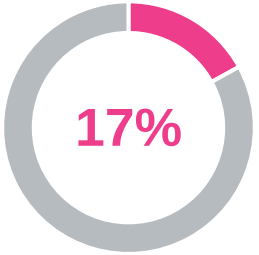
Key Take Away

OCPA is above the median plan design as a result of providing a flat payout of $200,000 compared to the median plan that provides a 2x pay for employees earning less than $130,000.

Please note, for those employees that earn more than $135,000, OCPA's position will begin to move towards a below-median comparison as a result of the maximum payout which is limited to $200,000 for OCPA compared to the median plan which has a maximum of $1,000,000.



Offer employer-paid Basic Life Insurance



Offer employer-paid Spouse/Dependent Life Insurance

	Median Plan Design	Your Plan Design
Multiple of Pay	1.5x pay	Flat $200,000 pay out
Maximum Coverage Amount	$1,000,000	$200,000
Salary Definition	Base Pay	Base Pay

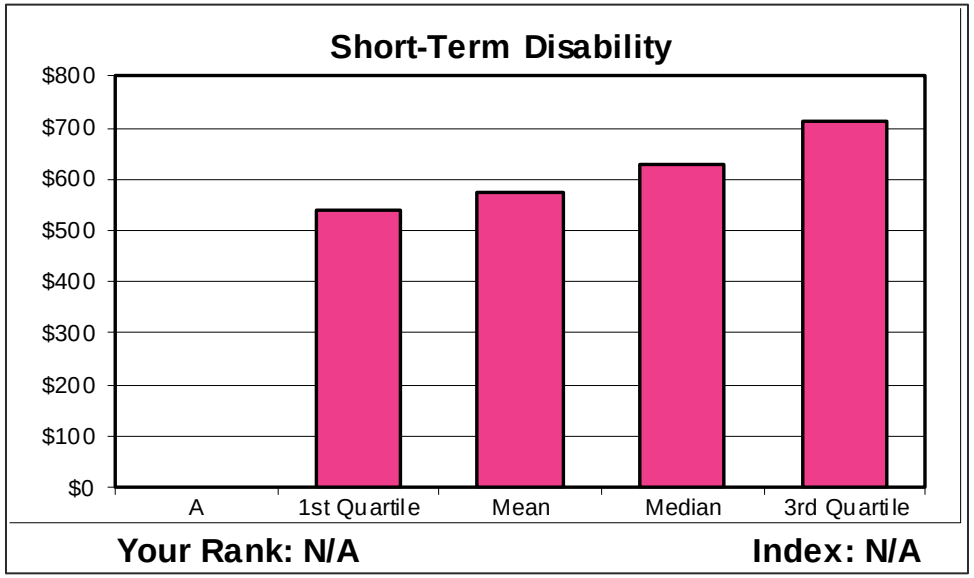
Life & Disability
Short-Term Disability

Peer Group Position

- Short-Term Disability benefit values are based on amounts payable in the first 6 months of disability; Sick Leave carryover and LTD commencing before 6 months of disability are included in Short-Term Disability.
- OCPA‘s requires the employees to pay for the Short-Term disability benefit thus resulting in a $0 value.
- Thirty-four peers provide all or some weeks at 100% pay replacement (includes sick leave carryover).
- One peer requires employees to pay 100% of the plan cost; therefore, no value is generated

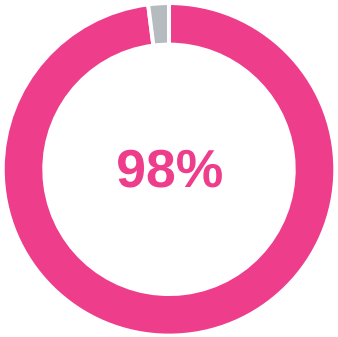
General Market Commentary

- 78% provide employer-paid coverage
- Typical plan covers 60% of base pay up to 26 weeks with an unlimited weekly benefit
- 42% of participants provide all or a portion of the disability at 100% pay replacement



Key Take Away

OCPA‘s position is a result of requiring the employees to pay for the full coverage.



Provide employer-subsidized Short-Term Disability

	Median Plan Design	Your Plan Design
Benefit	100% for 13 weeks; 60% for the remaining weeks through LTD.	
Salary Definition	Base pay	
Elimination Period	7 days	
Maximum Weekly Benefit	Unlimited	

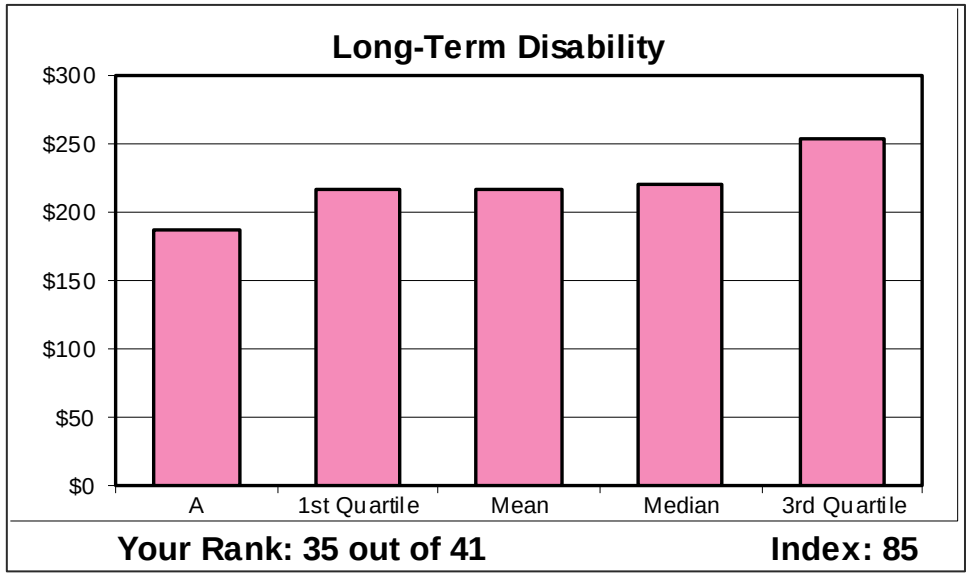
Life & Disability
Long-Term Disability

Peer Group Position

- OCPA's below-median position is a result of providing a 60% pay replacement with a monthly maximum of $5,000, compared to the median providing a 60% pay replacement with a monthly maximum of $15,000 for all employees.
- One peer requires employees to pay 100% of the plan cost; therefore, no value is generated.
- Pay replacement ranges from 50% - 70% with the median pay replacement being 60%.
- Maximum benefit ranges from $3,000-$25,000.
- Eight peers use the Individual selection for the Social Security offset, while the remaining peers use the Family selection.

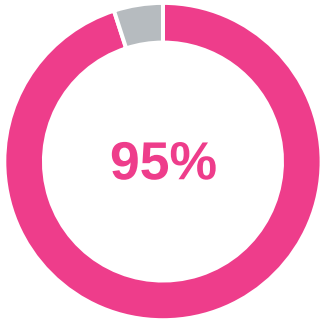
General Market Commentary

- The median pay replacement being 60%.
- Median monthly maximum is $10,000.
- The majority of the peers provide a family Social Security offset.



Key Take Away

OCPA's position is a result of providing a 60% pay replacement with a monthly maximum of $5,000, compared to the median plan providing a 60% pay replacement with a monthly maximum of $15,000.



Provide employer-subsidized Long-Term Disability

	Median Plan Design	Your Plan Design
Benefit	60% pay replacement	60% pay replacement
Salary Definition	Base pay	Base pay
Maximum Monthly Benefit	$15,000	$5,000
Social Security Offset	Family Offset	Family Offset

Non-Traditional Benefits

Education Assistance

Peer Group Position

- Twenty-three organizations, including OCPA, indicated they had an Education Assistance plan.
- Two peers provide a reimbursement percentage other than 100%.
- Reimbursement limits amongst the peers range from $2,500-$10,000 per year for undergraduate and $2,500-$12,000 for graduate.
- Nineteen peers vary their tuition reimbursement based on grades.
- None of the peers provide tuition reimbursement to an employee's spouse or children.
- One peer reported offering a Student Loan refinancing option where the employer provides up to $1,200 per year with a lifetime maximum of $7,500.

General Market Commentary

- **82%** provide educational assistance.
- The median reimbursement limits is **$5,250** per year for both undergraduate and graduate courses.
- **78%** require employees to payback upon termination

Prevalence Data

Educational Assistance	Median Plan Design
Reimbursement %	100%
Maximum Annual Dollar Limit	$5,250
Require Payback upon Termination	Yes
Covers Books	Yes

*Nontraditional benefits are not included in the relative dollar value, rank, or index positioning.



Non-Traditional Benefits

Additional Benefits

General Market Commentary

- Mercer conducted the 2022 Flexible Working Policies and Practices survey with 749 respondents and found that the happiest employees are hybrid workers; 77% report being able to maintain a reasonable work-life balance.
- 53% of employers are working to expand the types of flexibility offered
    - 42% offer part-time schedules
    - 70% offer flex time (e.g., adjusted start and stop times)
    - 32% have, or are considering offering, a 4-day workweek to all or some employees
    - 18% offer variable or alternative shifts
    - 14% offer phased or flexible retirement

Non-traditional Benefits	Yes	No	Percent
Adoption Benefits	15	23	39%
Business Casual Policy	30	6	83%
Child/Elder Care Assistance	18	21	46%
College Scholarships	10	26	28%
Discount Purchasing	18	18	50%
Employee Assistance Plan	38	1	97%
Executive Company Car	10	23	30%
Financial Planning Assistance	25	11	69%
Flextime	31	7	82%
Formal Training/Professional Development Program	31	5	86%
Free/Subsidized Parking	25	11	69%
Funeral Leave	38	1	97%
Gambling Addiction Counseling	16	19	46%
Home Computer Offered	6	28	18%
Infertility Services	12	19	39%
Job Sharing	3	34	8%
Lactation Rooms	32	7	82%
Legal Counseling	19	17	53%
Life Insurance - Business Travel/Accident	30	10	75%
Military Leave	28	1	97%
Non-executive Company Car	6	26	19%
Onsite Child Care	1	36	3%
Onsite Fitness Facility	25	14	64%
Other Employee Company Car	12	20	38%
Paid Maternity Leave	7	28	20%
Paid Parental Leave	20	15	57%
Paid Paternity Leave	6	29	17%

Non-traditional Benefits	Yes	No	Percent
Paid/Subsidized Offsite Fitness Facility	15	23	39%
Parental/Family Leave	30	6	83%
Pre-Retirement Counseling	18	21	46%
Relocation Allowance	10	26	28%
Sales Employee Company Car	18	18	50%
Satellite Workplace	38	1	97%
Subsidized Eating Facility	10	23	30%
Telecommuting	25	11	69%
Telemedicine	31	7	82%
Wellness Program	31	5	86%
Work at Home Policy	25	11	69%

Appendix

The following supporting documents are being provided for your reference and were used in the support of this report.

- Summary of Plan Features – this report displays participant data imported from Mercer's national benefits database and is the basis for the valuation.
- Methodology – This section details the methods used by Mercer to value the benefit plans included in the Summary of Plan Features report for each comparator organization.

Summary of Plan Features

Medical Plan	Organization A	Organization B	Organization C	Organization D
Plan ID	MD0010	MD0020	MD0020	MD0020
General				
Plan Type	PPO	EPO	PPO	PPO
Plan Type Comments				
Plan Status	Active	Active	Active	Active
Plan is Out-of-Area Plan	No	No	No	No
Plan is a Silent PPO	Not Specified	Not Specified	Not Specified	Not Specified
Percent Of All Employees Participating in This Plan				
This plan has an HSA/HRA included (If Yes, data is in the HSA/HRA section, at bottom)	Yes	No		
This plan has Post-retirement Medical Coverage (If yes, data is in the Retiree Medical sections, at bottom)	No	Yes		
Deductibles				
Deductible Levels				
Level	Individual	Individual		
In Net %				
In Net Amt	$1,500.00	$0.00		
In Net Tier 2 %				
In Net Tier 2 Amt				
Out of Net %				
Out of Net Amt	$5,000.00			
Level	Individual + 1	Individual + 1		
In Net %				
In Net Amt		$0.00		
In Net Tier 2 %				
In Net Tier 2 Amt				
Out of Net %				
Out of Net Amt				
Level	Family	Family		
In Net %				
In Net Amt	$3,000.00	$0.00		
In Net Tier 2 %				
In Net Tier 2 Amt				
Out of Net %				
Out of Net Amt	$10,000.00			

METHODOLOGY

ABOUT THIS SECTION

This section details the methods used by Mercer to value the benefit plans included in the Plan Value Comparisons and Employee Profile Comparisons sections. For each item discussed, we provide an example illustrating how each plan is valued. *Note: Your organization's plan features may vary somewhat from the examples provided. However, we have applied these techniques, with adjustments where necessary, to the actual features of your plan.*

SECTION CONTENTS

The Methodology contains the following sections:

PRINCIPLES

- Basic methodology
- Market valuation
- Mean use
- Participation
- Personal substitution

NATIONAL COMPOSITE WORKFORCE

- Workforce demographics
- Target bonuses
- Position classification
- Cash Compensation
- Annual Salary
- Bonus

RETIREMENT/SAVINGS

- Defined Benefit plans
- Defined Contribution plans
- Stock Purchase plans

HEALTH/GROUP BENEFITS

- Medical benefits
- Dental benefits
- Dependent Care Spending Accounts
- Health Care Spending Accounts
- Post-retirement Medical benefits

PAID LEAVE

- Paid Time Off
- Vacation
- Holidays
- Personal Leave
- Sick Leave

TIME LOSS BENEFITS

- Life Insurance benefits
- Short-term Disability benefits
- Long-term Disability benefits

4D. Benefits Valuation Analysis

Comparison to Public Sector

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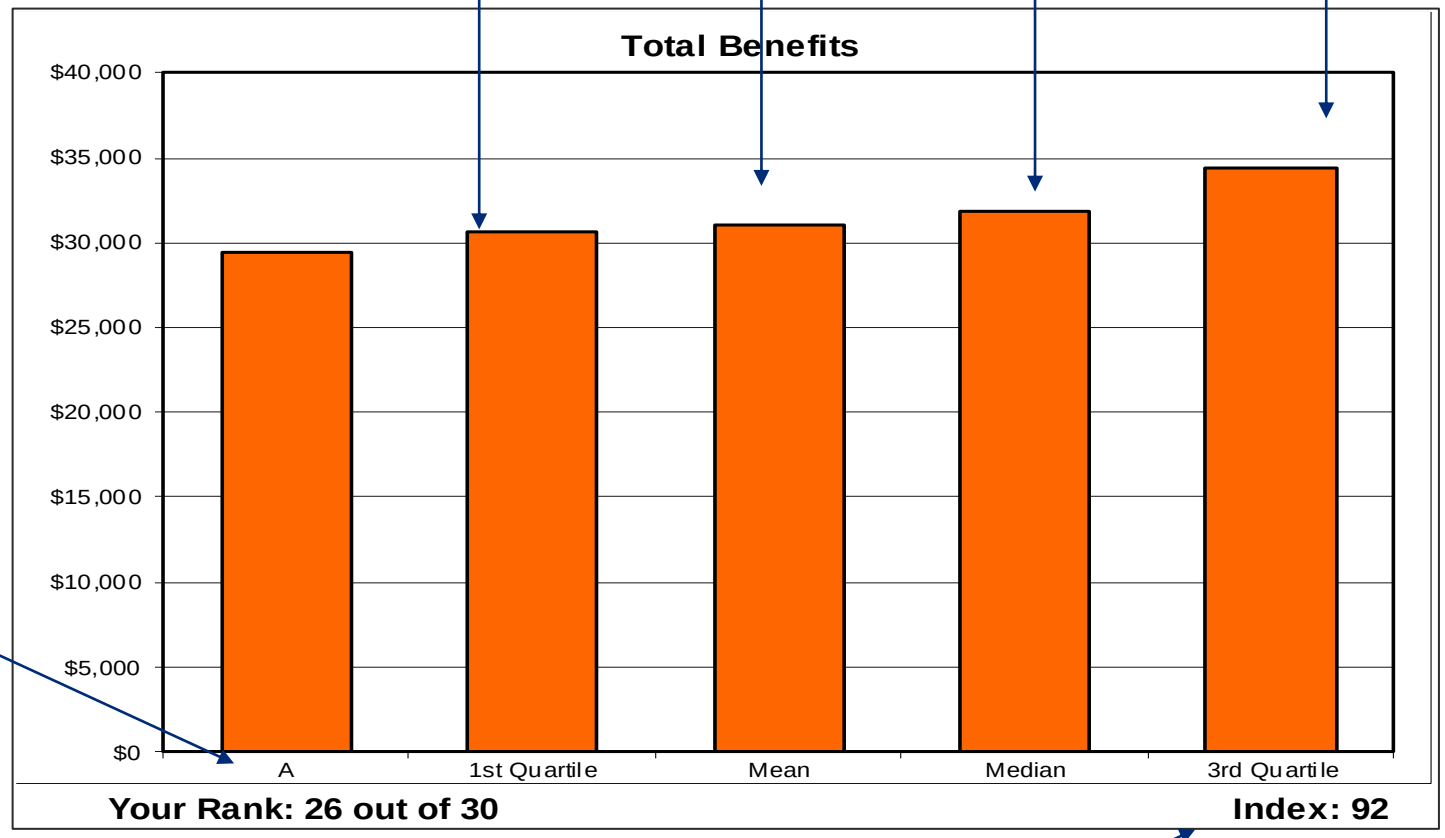
About the Report

25th Percentile/1st Quartile: 25% of the peers' value is less than this value

Mean: The arithmetic average among the peer group

50th Percentile/Median: The "middle" value among the peer group

75th Percentile/3rd Quartile: 75% of the peers' value is less than this value



Organization A – Represents Your Company

Rank - Identifies your organization's plan value position relative to the peer group values

Index - Illustrates the relationship of your benefit values to the median values of the peer group (the median value equals an index of 100)

Executive Summary

Orange County Power Authority's benefit value is below the median value among the peer group

OCPA
BVA Relative Value
$ 29,495
per employee per year relative value for Retirement, Health, Paid Leave and Life & Disability benefits

Overall Index Rating
Index of 91
OCPA benefits are 9% below the median value for Retirement, Health, Paid Leave and Life & Disability benefits

Overall Rank
Rank of 26
OCPA benefits are ranked 26 out of 30 organizations when combining Retirement, Health, Paid Leave and Life & Disability benefits

Median
BVA Relative Value
$ 31,917
per employee per year relative value for Retirement, Health, Paid Leave and Life & Disability benefits

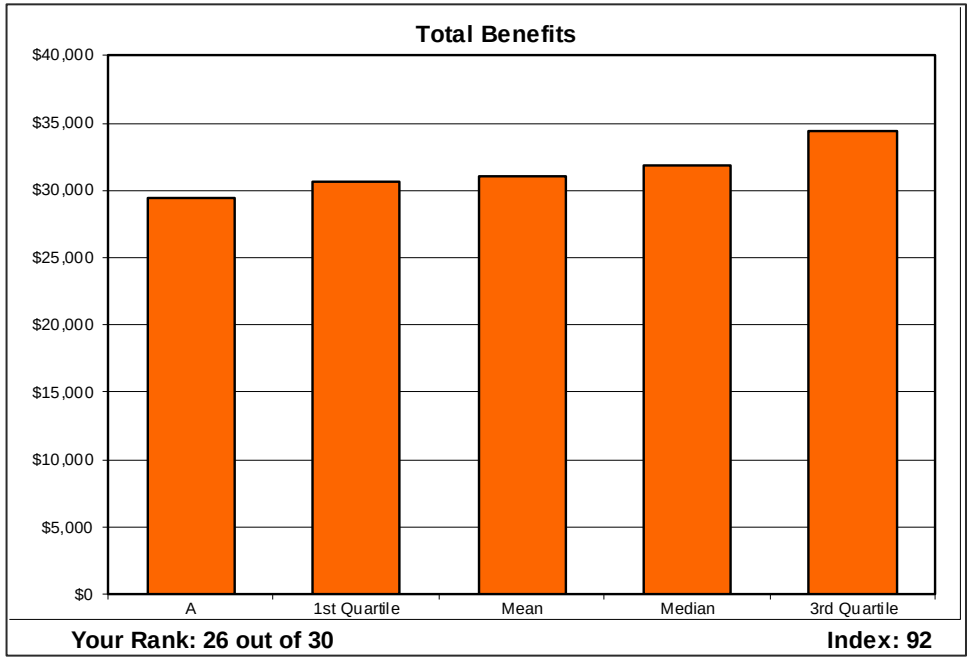
Benefits	2023	Summary	Benefits	2023	Summary
Retirement ↓	Rank = 23rd Index = 87	OCPA's below-median comparison is driven by a total employer contribution for the Defined Contribution that is slightly below the median plan as a result of requiring the employees to contribute up to 10% to reach the full employer contribution.	**Paid Leave** ↑	Rank = 2nd Index = 114	OCPA's above-median position is driven by providing more Holidays and PTO days compared to the median plan.
Medical ↑	Rank = 9th Index = 113	OCPA's position is above the median value as a result of providing plan provisions that are richer compared to the median plan provisions combined with requiring the employees to pay less of the total premium for all coverage levels compared to the median plan.	**Life & Disability** ↓	Rank = 25th Index = 71	OCPA's below-median position is a result of requiring the employees to pay for full coverage on Short-Term Disability, offset by providing a plan design that is above median for Life Insurance combined with a Long-Term Disability plan design that is aligned with the median plan design.
Dental ↓	Rank = 13th Index = 66	OCPA's below median comparison is a result of requiring the employees to pay more of the premium compared to the median plan combined with plan provisions that are slightly below the median designs.			

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Total Benefits

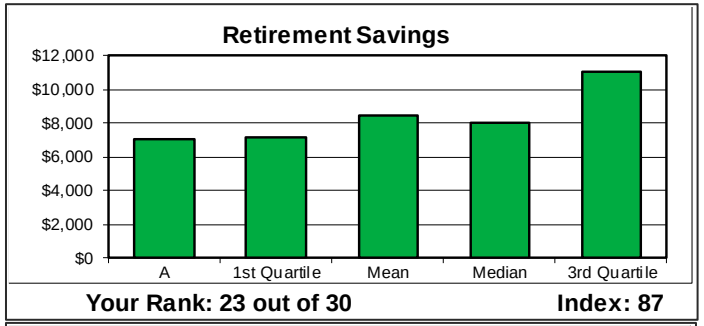
Peer Group Position

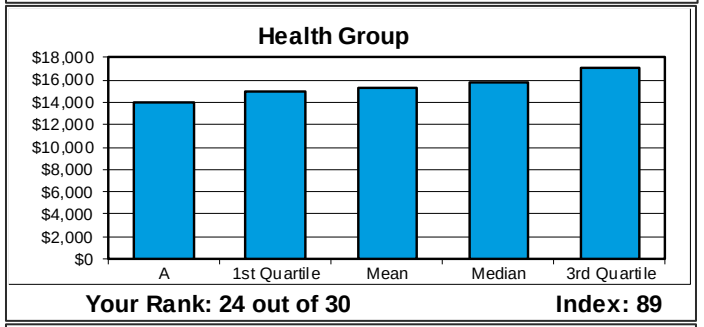
- OCPA's overall Total Benefits position is generated by:
  - Below-median comparison is driven by a total employer contribution for of 14% for the overall Retirement Savings category compared to the median plan that provides about a 16% contribution.
  - Below-median position is driven by a Dental plan design that is below the median plan design combined with not offering an employer sponsored Post-Retirement Medical plan, offset by a Medical plan that is above the median plan.
  - Above-median position is driven by providing more days off through the PTO plan and providing a half day more holidays compared to the median plan designs.
  - Below-median position is driven by requiring the employees to pay for full coverage on Short-Term Disability, offset by providing a plan design that is above median for Life Insurance combined with a Long-Term Disability plan design that is aligned with the median plan design.

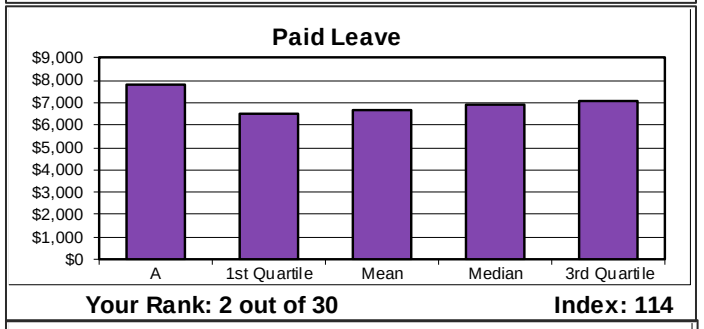


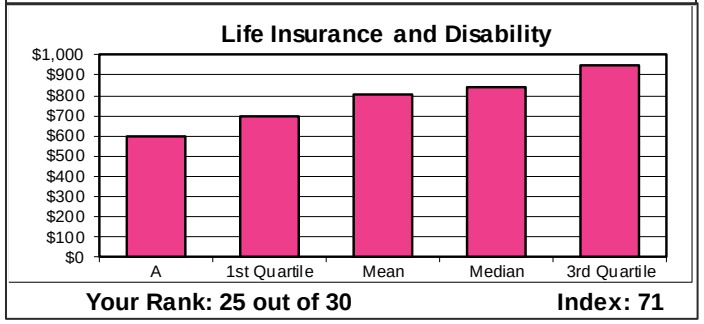
Key Take Away

OCPA's overall total benefits position is below the median value as a result of providing plan designs that are below the median plan for Retirement Savings, Health Group and Life & Disability benefits, offset by an above the median plan design for the Paid Leave benefits.









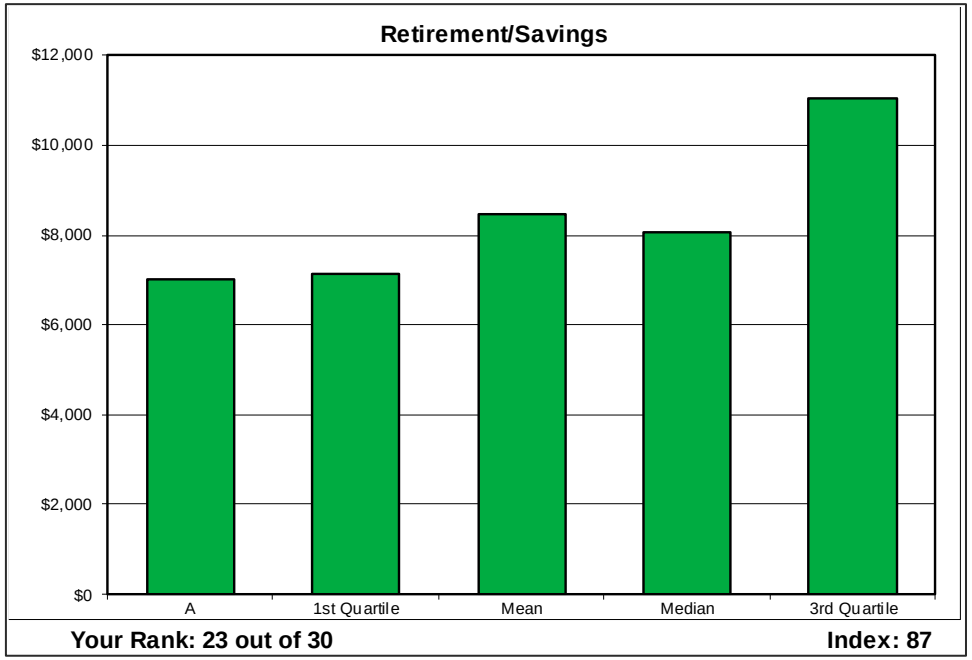
Retirement Savings

Peer Group Position

- OCPA's below-median comparison is driven by a total employer contribution for the Defined Contribution that is below the overall employer contribution when you include those peers that offer a Defined Benefit plan.
- Twenty-eight peers provide an active Defined Benefit plan to new hires.
- None of the peers offer a Stock Purchase plan.

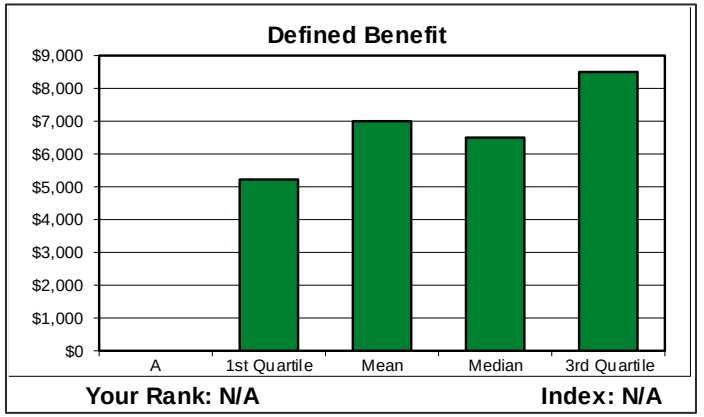
General Market Commentary

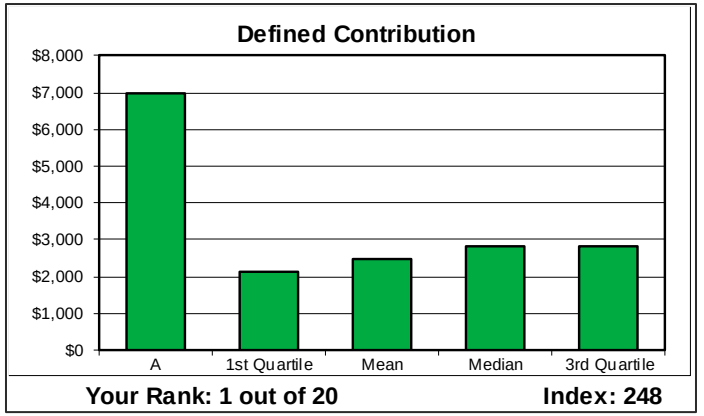
- Over the past five years, this study observed a 23% decrease in organizations offering active Defined Benefit Retirement Plans.
- As a result, more organizations provide funding through fixed or discretionary non-matching contributions to a Defined Contribution Plan, as reported by 57% of organizations in this study.
- Organizations are also encouraging participation in pretax savings plans with automatic enrollment features, reported by 54% of organizations. The median enrollment percentage among the peers is 4%.

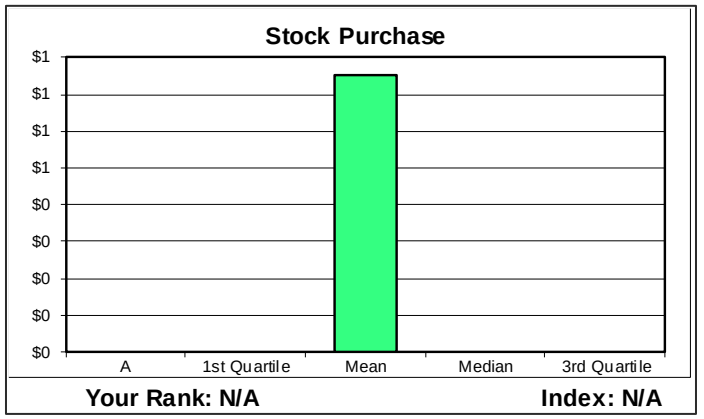


Key Take Away

OCPA's below the median comparison is a result of the total employer contribution being 14% compared to the overall median employer contribution among all options within the Retirement Category that is about 16%.







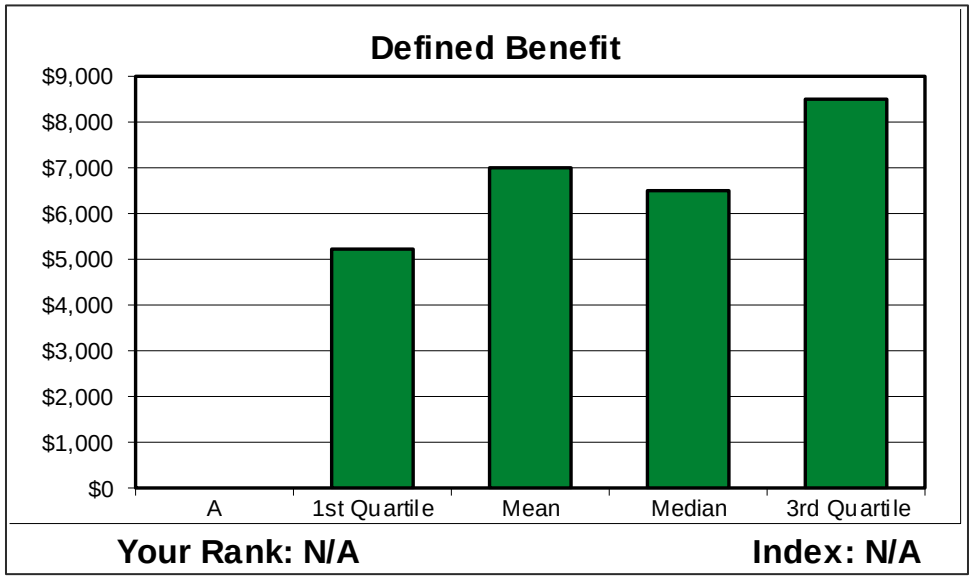
Retirement Savings
Defined Benefit

Peer Group Position

- Twenty-eight peers provide an active Defined Benefit.
- The remaining organizations, including OCPA, do not provide an active Defined Benefit plan.
- One peer reported a Defined Benefit plan for which the benefit was grandfathered. Per the valuation methodology, grandfathered and frozen plans are not included in the analysis.

General Market Commentary

- Offered by 17% of organizations, where the most common plan types are Final Average Pay plans and Cash Balance plans.
- 52% have a five-year vesting schedule.
- 42% include bonus in the definition of pay.
- 21% have an excess feature removes legislated limit.



	Median Plan	Your Plan Design
Type of Plan	Final Average 3-Year Average	
Formula	.011 * DP1 * CSE.	
Salary Definition	Base Pay	
Employee Contributions	Mandatory – 4.40%	
Cost of Living Adjustment	Yes	

Key Take Away

OCPA is below the peer group median by not providing a Defined Benefit plan.



97%
Offer a Defined Benefit plan

3%
Have a frozen or grandfathered Defined Benefit plan

14%
Include bonus in the definition of pay

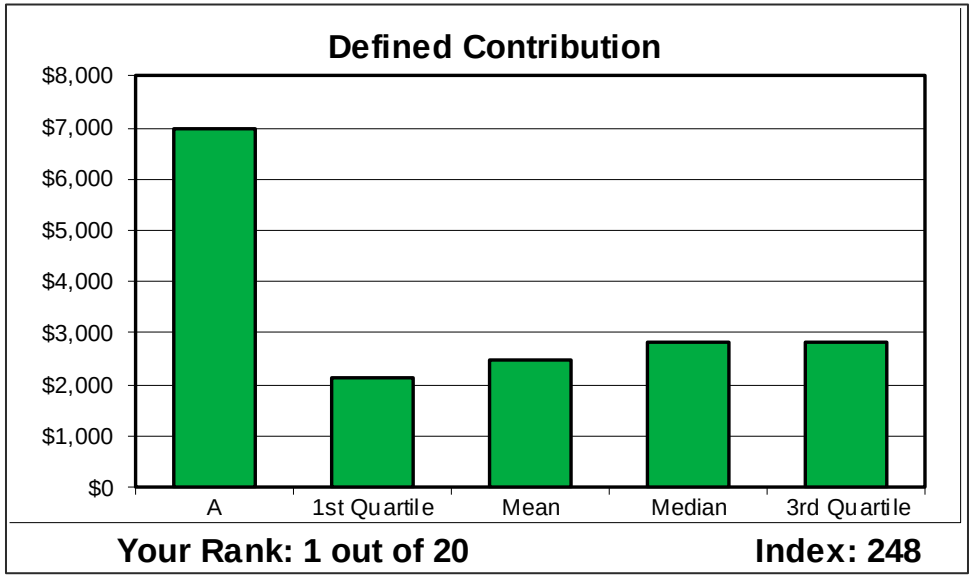
Retirement Savings
Defined Contribution

Peer Group Position

- OCPA's total employer contribution is above the median as a result of providing a 14% contribution through a matching and non-matching contribution compared to the median plan that has a contribution that totals 5% of compensation that includes bonus pay through a matching and non-matching contribution.
- Six peers provide a matching only plan; eleven peers provide matching and non-matching contributions; and two peers provide a non-matching contribution only.
- Total employer contributions for the peer group range from 1% to 8%.
- Ten peers provide all value through their Defined Benefit plan.

General Market Commentary

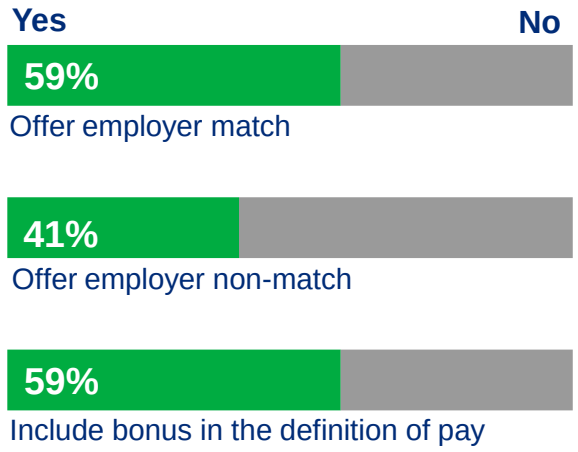
- Offered by 99% of organizations, where the median total employer contribution is 6%.
- 84% offer employer match.
- 56% offer employer non-match.
- 57% include bonus in the definition of pay.
- 40% offer immediate vesting for employer contributions.



	Median Plan	Your Plan Design
Matching Contribution	100% of the first 3%; 50% of the next 2%	100% of the first 4%
Non-Matching Contribution	1%	10%
Salary Definition	Base + Bonus Pay	Base Pay
Excess Plan for Salary Limits	No	Yes

Key Take Away

OCPA's above-median comparison is a result of providing a matching and non-matching contribution that totals 14% compared to the median plan which provides a total employer contribution of 3.5% with a salary definition that includes bonus.



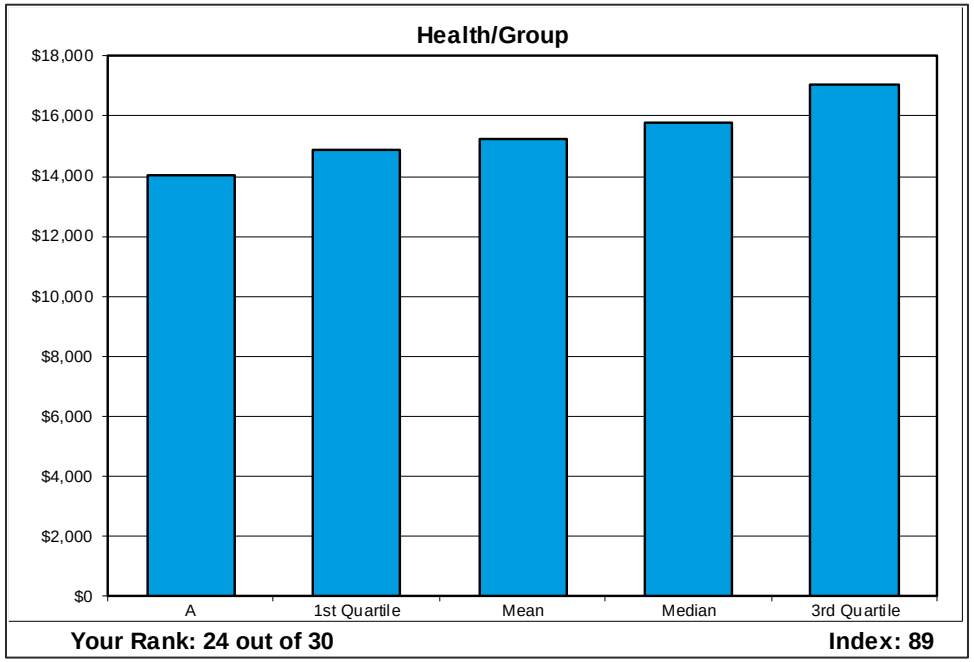
Health Group

Peer Group Position

- OCPA's below-median position is driven a Dental plan design that is below the median plan design combined with not offering an employer sponsored Post-Retirement Medical plan, offset by a Medical plan that is above the median plan.
- Sixteen peers provide an employer-subsidized Post-Retirement Medical coverage.
- Four organizations, including OCPA, provides an employer-subsidized Flexible Spending Accounts.

General Market Commentary

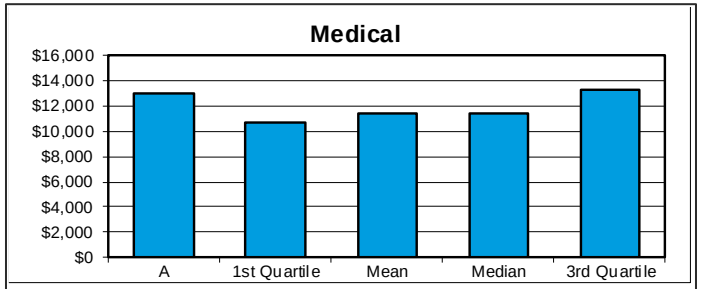
- Health benefit cost jumped 6.3% in 2021 (to an average of $14,542 per employee), following last year's increase of just 3.4%. Smaller employers, typically fully-insured, were hit with especially high increases, cost rose by 9.6% on average.
- Employers avoided cost-cutting changes to plan design in 2021 – in fact, we saw average deductibles actually decline for some coverage types. Benefit priorities have shifted in response to the pandemic's impact on the workforce. Many employers view supporting the mental, emotional and behavioral health of employees as a business imperative.



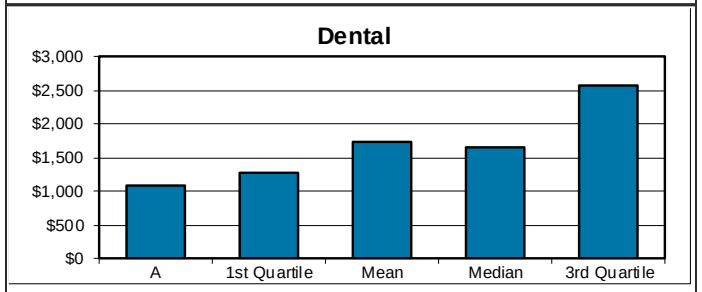
Your Rank: 24 out of 30 **Index: 89**

Key Take Away

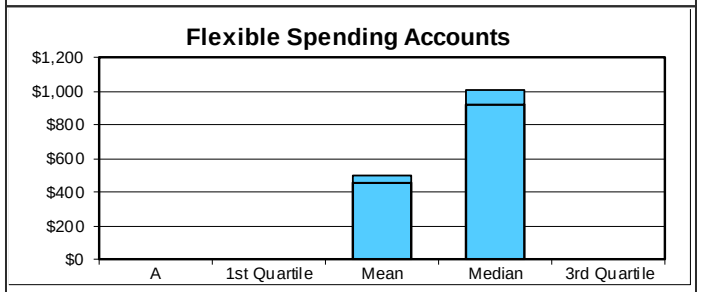
OCPA's overall Health Group position is below the median value as a result of providing a Dental plan that provides a less rich plan design and a higher cost share compared to the median plan, offset slightly by a Medical plan that is competitive with the median plan design.

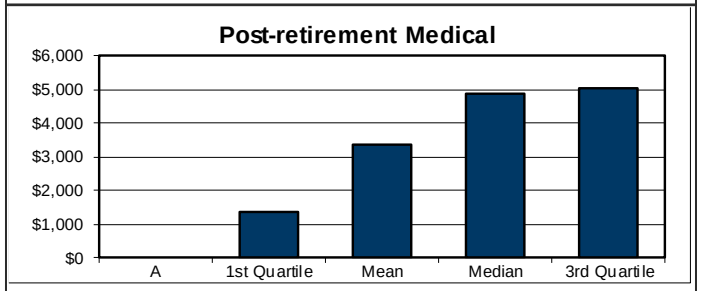


Your Rank: 9 out of 30 **Index: 113**



Your Rank: 13 out of 16 **Index: 66**





Your Rank: N/A **Index: N/A**

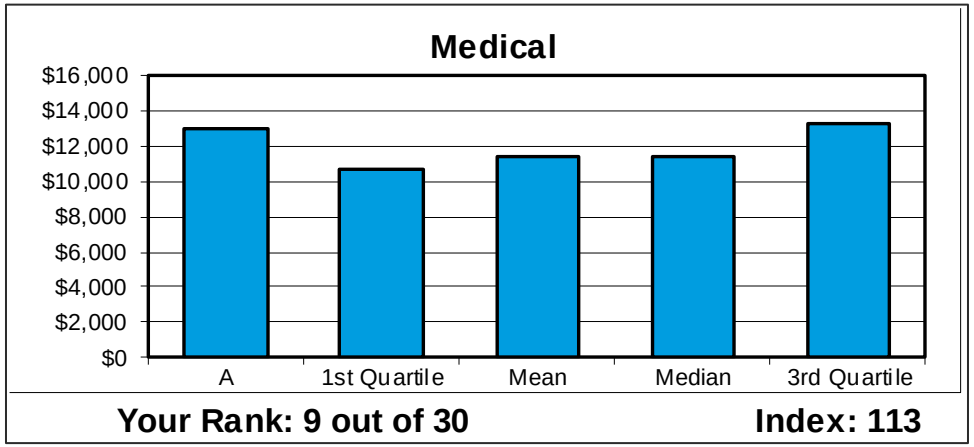
Health Group
Medical

Peer Group Position

- The plan with the largest percentage of employee participation was valued for all organizations in this study; OCPA's PPO plan was valued.
- OCPA's above-median position is a result of cost share that is more favorable to employees at all coverage levels combined with plan provisions that are richer than with the median plan.
- The average employee cost-share for valued plans is 13% for employee only coverage and 19% for family coverage.
- One peer does not require the employees to pay for their medical plan for all levels of coverage.

General Market Commentary

- 74% have a PPO Medical Option with an average cost share of 19% for employee only and 24% for family.
- 77% have a HDHP Medical Option with an average cost share of 13% for employee only and 17% for family.
- 22% have a HMO Medical Option with an average cost share of 16% for employee only and 25% for family.



Key Take Away

OCPA's position is above the median value as a result of providing plan provisions that are richer compared to the median plan provisions combined with requiring the employees to pay less of the total premium for all coverage levels compared to the median plan.

	Median Plan Design	Your Plan Design
Plan Type	HMO	PPO
Employee Cost-Share	15% Employee Only 19% Family	14% Employee Only 15% Family
Annual Deductible	$1,300 Individual $2,600 Family	$500 Individual $1,000 Family
Out-of-Pocket Limit	$4,000 Individual $9,000 Family	$2,000 Individual $4,000 Family
Coinsurance/ Copayments	20% Inpatient Hospital $35 Office Visit $50 Rx	20% Inpatient Hospital $20 Office Visit $30 Rx
Employer HSA/HRA Funding	N/A	N/A

Health Group
Medical



59%
Offer an HDHP

90%
Offer a PPO or POS

66%
Offer an EPO or HMO

Median Medical Plan Features				
	Your Plan Design PPO	**HDHP**	**PPO or POS**	**EPO or HMO**
In-Network Deductible	$500 Individual $1,000 Family	$1,500/Individual $3,000/Family	$350/Individual $700/Family	$0/Individual $0/Family
In-Network Inpatient Hospital	20% Coinsurance	20% Coinsurance	$300 Copay or 20% Coinsurance	$250 Copay or 0% Coinsurance
In-Network Office Visits	$20 Copay	20% Coinsurance	$25 Copay or 20% Coinsurance	$25 Copay
In-Network Out-of-Pocket Limits	$2,000 Individual $4,000 Family	$5,000/Individual $10,000/Family	$4,000/Individual $8,000/Family	$2,500/Individual $7,500/Family
Employer HSA/HRA Funding	Not Applicable	$500/Individual $1,000/Family	Not Applicable	Not Applicable
Employee Cost-Share	14% Employee Only 15% Family	7% Employee Only 16% Family	15% Employee Only 19% Family	25% Employee Only 25% Family

*The details on this page do not represent the median value, rather the median plan features for each of the various plan designs offered among the peers and is inclusive of all plans offered (not just the ones with the largest percentage of employee enrollment).

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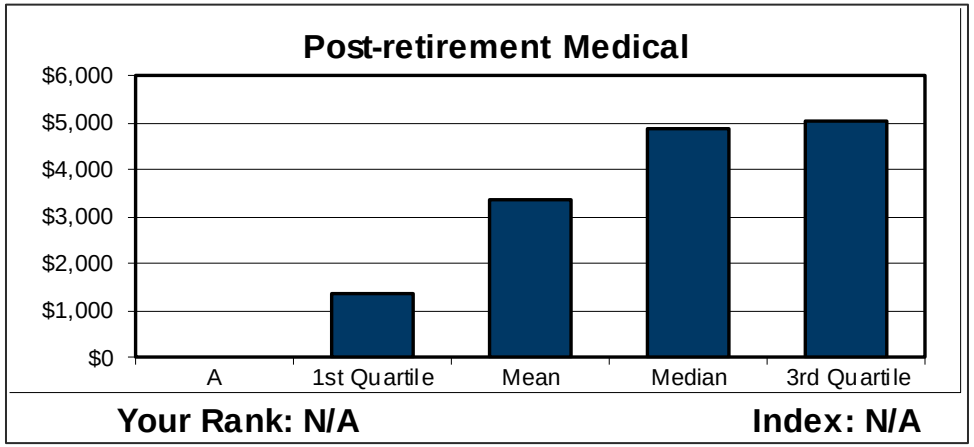
Health Group
Post-Retirement Medical

Peer Group Position

- Twenty-four peers provide an employer-subsidized post-retirement medical plan where peers provide an employer subsidized plan for Pre-65 coverage and Post-65 coverage.
- Four peers provide an access-only plan for either pre-65 and post-65 coverage or pre-65 only.
  - Access-only plans allow retirees to enroll in an employer sponsored plan but require the retiree to pay the full cost of coverage, therefore no value is generated.

General Market Commentary

- Over the past five years we have seen a 9% decrease in organizations offering retiree medical coverage to newly hired employees.
- 25% of the organizations offer an employer subsidized plan for pre-65 coverage.
- 23% of the organizations offer an employer subsidized plan for post-65 coverage.
- Many organizations have opted to grandfather/freeze these plans or provide access-only plans, which allow retirees to enroll, but require the retiree to pay the full cost of coverage.



Key Take Away

OCPA is below the median by not offering a Post-Retirement Medical plan.

Pre 65



3% Not Offered

14% Access Only

83% Employer Sponsored

Post 65



28% Not Offered

20% Access Only

52% Employer Sponsored

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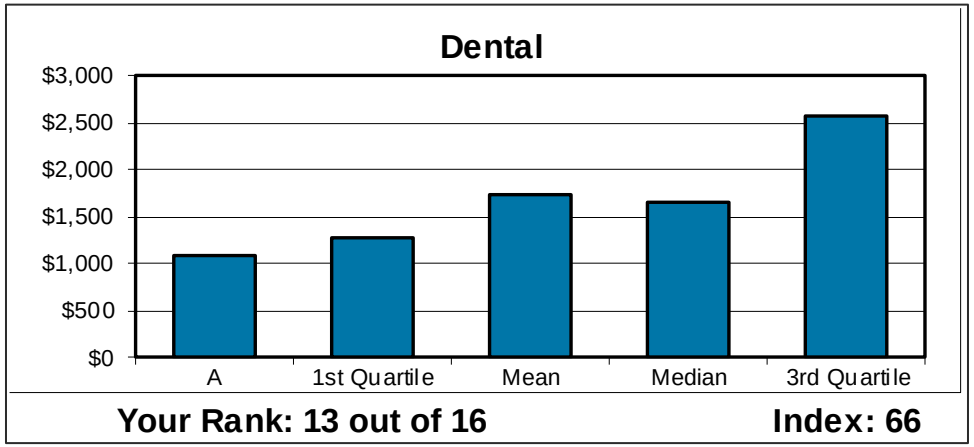
Health Group
Dental

Peer Group Position

- The plan with the largest percentage of employee participation was valued for all organizations in this study.
- OCPA's below median comparison is a result of requiring the employees to pay more of the premium compared to the median plan combined with plan provisions that are slightly below the median designs.
- The median employee cost-share for valued plans is 6% for employee only and 18% for family coverage.
- Fourteen peers require the employees to pay the full cost thus there is a $0 value.

General Market Commentary

- Median employee cost share – 40% for employee only coverage and 47% for family coverage.
- Median Plan Coverage is 100% for preventive, 80% for basic, 50% for major and 50% for orthodontia coverage.
- Median annual maximum is $1,500 and median lifetime orthodontia is $1,500.



Key Take Away

OCPA's below-median position is a result of a higher cost share, offset by competitive plan provisions.

	Median Plan Design	Your Plan Design
Plan Type	Silent PPO	Silent PPO
Employee Cost-Share	25% Employee Only 25% Employee + Child 25% Employee + Spouse 25% Family	53% Employee Only 50% Employee + Child 50% Employee + Spouse 53% Family
Annual Deductible	$50/Individual $150/Family	$50/Individual $150/Family
Maximums (Annual/Lifetime)	$1,250 Annual / $1,000 Orthodontia	$1,500 Annual / $500 Orthodontia
Coinsurance	100% Preventive 80% Basic 50% Major 50% Orthodontia	100% Preventive 80% Basic 60% Major 50% Orthodontia

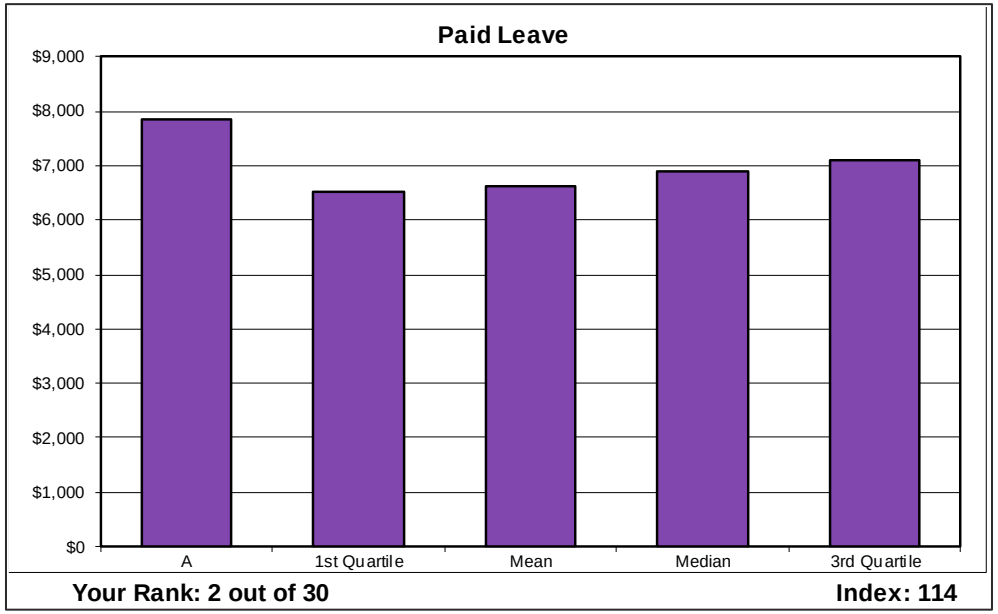
Paid Leave

Peer Group Position

- OCPA's above-median position is driven by providing more Holidays and PTO days compared to the median plan.
- Ten peers provide a Paid Time Off plan that combines various elements of Paid Leave and nineteen peers provide a traditional vacation plan.
- Three peers provide a separate Personal Leave plan.
- Twenty-eight peers provide a separate Sick Leave plan.

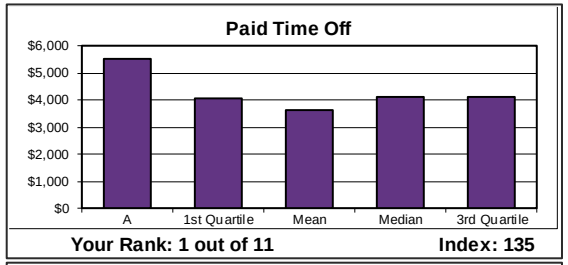
General Market Commentary

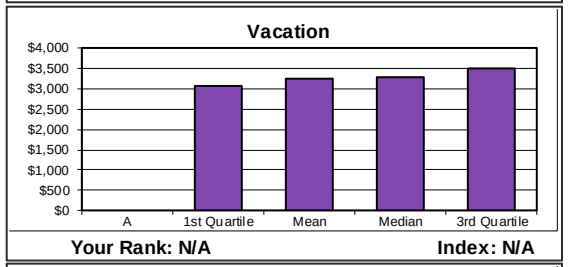
- Only 42 percent of respondents with PTO plans say that most of their employees take all of their allotted time, down from 51 percent in 2018 — and 15 percent say employees actually use less than 50 percent of PTO days.
- More than half report that open accruals/balances at the time of transition from a standard vacation/PTO plan were forfeited (where allowable); about two-fifths paid out balances and the rest allowed the accruals/balances to be used for STD top-off pay.

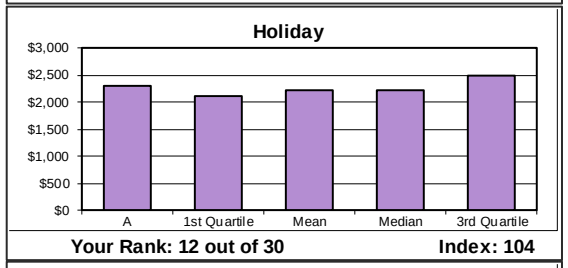


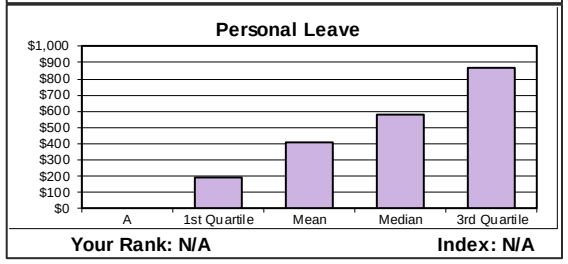
Key Take Away

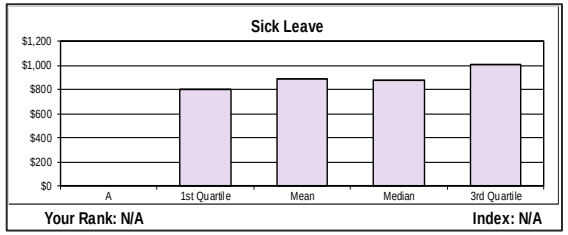
OCPA's position is result of providing more days within the PTO plan compared to the median PTO plan combined with offering a half day more for Holidays compared to the median plan.









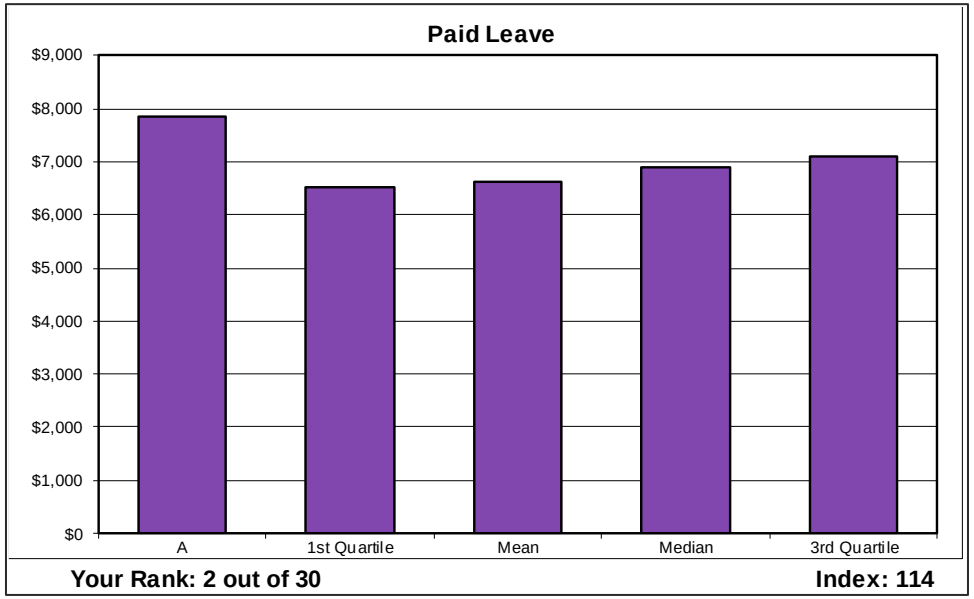


Paid Leave

Total Leave

Peer Group Position

- OCPA's position is a result of offering a total number of days off that is more than the median plan.
- None of the peers provides an unlimited plan to any of their employees.
- OCPA provides the following:
  - PTO ranging from 22.5 days at hire to 32.5 days after ten years of service.
  - 12 Holidays.
- The median plan provides the following:
  - Traditional Vacation plan ranging from 15 days at hire to 21 days after ten years of service.
  - 13 Holidays.
  - 15 Sick days – please note that Mercer's methodology is for 35% of the days available will be used for the Sick Leave value.



Key Take Away

OCPA's above-median position is a result of providing more days in the PTO plan compared to the median as well as a half-day more for Holidays.

Years of Service	Median Total Leave	Your Total Leave	Difference	Years of Service	Median Total Leave	Your Total Leave	Difference
1 Year	33.25 Days	35.5 Days	+2.25 Days	**15 Year**	39.25 Days	44.5 Days	+5.25 Days
5 Years	36.25 Days	39.5 Days	+3.25 Days	**20 Years**	39.25 Days	44.5 Days	+5.25 Days
10 Years	39.25 Days	44.5 Days	+5.25 Days	**25 Years**	39.25 Days	44.5 Days	+5.25 Days

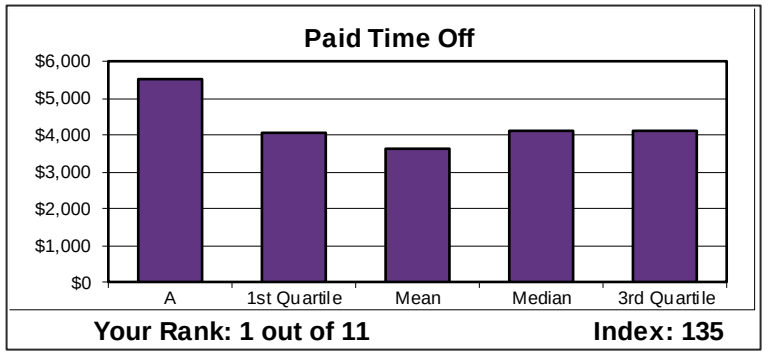
Paid Leave
Vacation / Paid Time Off

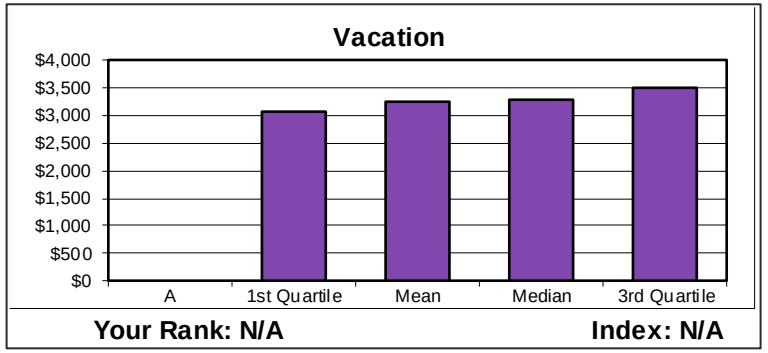
Peer Group Position

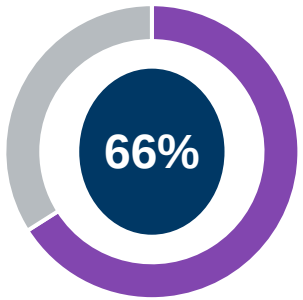
- Ten peers provide a Paid Time Off plan whereby vacation days are included with other elements of paid leave such as personal leave, holidays, and/or sick leave.
- Nineteen peers provide a traditional vacation plan.
- 97% of the peers allow for carryover, with the median number of days being about 30 days.
- Three peers allow for selling of time off.

General Market Commentary

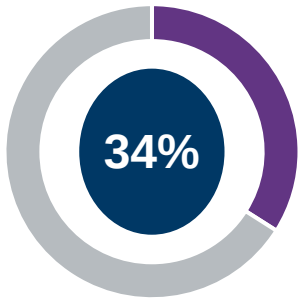
- Types of Paid Leave – Please note, some employers may offer a PTO plan to one group of employees and Vacation plan to others
  - 52% offer a traditional vacation plan
  - 50% offer a Paid Time Off (PTO) plan
  - 5% offer an Unlimited Time off Plan
- 72% allow carryover of unused days for traditional plans with a median of 30 days.
- 80% allow carryover of unused days for PTO plans with a median 30 days.







Offer a Vacation Plan



Offer a PTO Plan

Key Take Away

Among the eleven organizations that provide a Paid Time Off plan, OCPA is above the median plan design as a result of providing more days off among the peer group at all levels of service.

Years of Service	Median Paid Time Off Plan	Your Plan Design
1 Year	13 Days	23.5 Days
5 Years	20 Days	27.5 Days
10 Years	20 Days	32.5 Days
15 Years	26 Days	32.5 Days
20 Years	26 Days	32.5 Days
25 Years	26 Days	32.5 Days

Paid Leave
Personal and Holidays

Peer Group Position

Personal Days

- Three peers provide a Personal Leave plan where the median plan provides 3 days.
- The range of days offered among those days that provide personal days is between 1 and 5 days.

Holidays

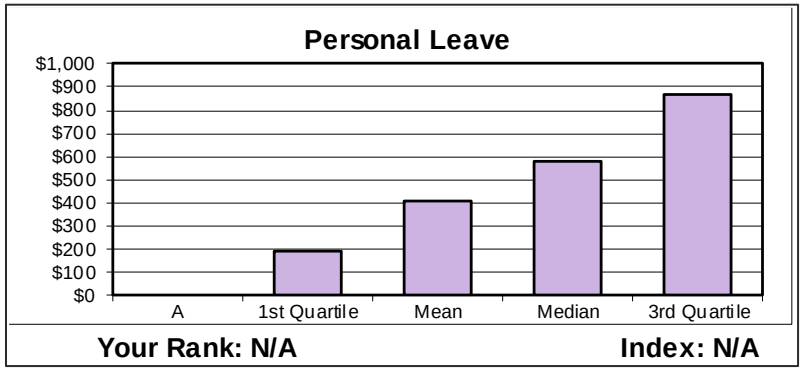
- All thirty organizations, including OCPA, provide a separate Holiday plan.
- OCPA is above the median as a result of providing 12 days compared to the median number of holidays being 11.5.

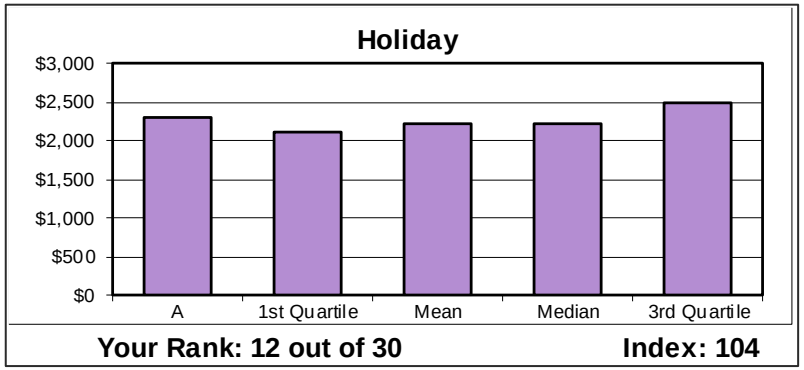
General Market Commentary

- Personal Days – Median number of personal days is 3 days.
- Holidays – Median number of holidays is 10 days.

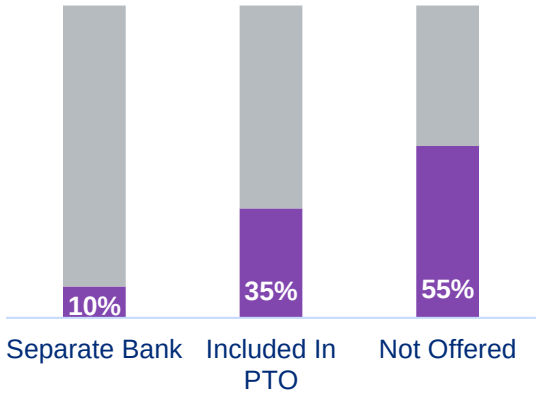
Key Take Away

OCPA is aligned with the peer group by not including Personal Leave within the PTO plan and slightly above the peer group median for Holidays as a result of providing 12 Holidays.

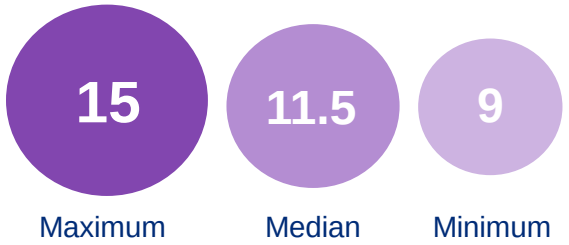




Personal Days



Paid Holidays



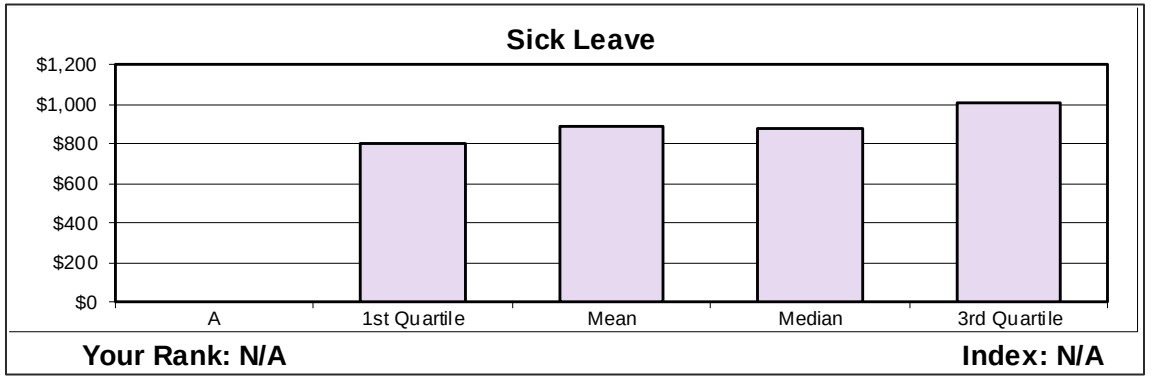
Paid Leave
Sick Leave

Peer Group Position

- Sick Leave Methodology benefit values are based on an assumption of only 35% of the number of days available are valued.
- When informal plans are used or Sick Leave left to the discretion of management, 10 days are used to generate the values.
- One peer include Sick Leave within the PTO bank.
- Twenty-eight peers provide a separate Sick Leave plan where the range of days offered are from 12 – 24.
- Twenty-seven peers allow for carryover of unused sick days.
- Two peers allow employees to cash out unused Sick days at either termination or retirement.

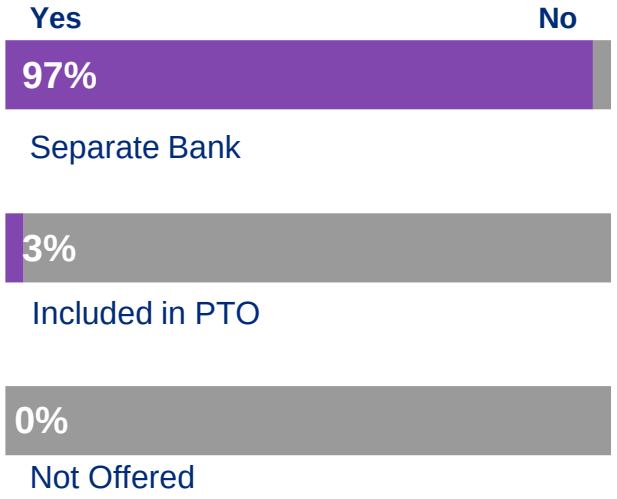
General Market Commentary

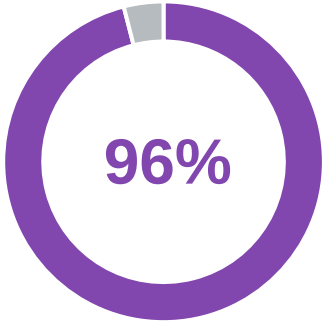
- Median number of sick days is 10 days.
- 59% of the plans offer carryover leave with either unlimited carryover or a limited number of days.
- 4% of the plans allow for accumulated sick days to be cashed out at termination.



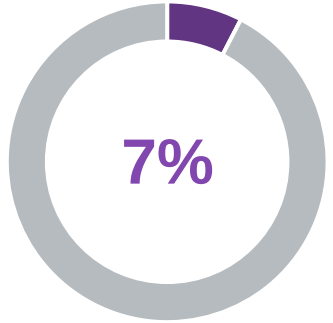
Key Take Away

OCPA is below the peer group median by including Sick Leave within their PTO plan as nine of ten peers that provide a PTO plan offer a separate Sick Leave plan.





Offer carryover of Sick Leave



Offer payout upon termination

Paid Leave
Parental Leave

Peer Group Position

- Sixteen peers reported a separate Parental Leave benefit.
- The remaining peers did not report data for this benefit.
- 94% of those that provide a Parental Leave policy provide coverage for non-birth parent.
- 100% of those that provide a Parental Leave policy provide coverage for adoptive parent.

General Market Commentary

- 16% provide a Maternity Leave with the median benefit being 8 weeks.
- 5% provide Paternity Leave with the median benefit being 2 weeks.
- 49% provide a Parental Leave benefit with the median Parental Leave benefit being 6 weeks.
- Of organizations offering Parental Leave, 79% of organizations allow leave to be used for Adoption, and 40% of organizations allow leave to be used for placement of a Foster child.

	Median Plan Design	Your Plan Design
Plan Type	Parental Leave	Family Leave
Number of Weeks	12 weeks	0 weeks
Percent of Pay Replaced	100% of pay	100% of pay

Key Take Away

OCPA is below the median by providing no paid parental leave, compared to the median plan which offers 12 weeks at 100% pay replacement.



44%
Offer Parental Leave

12%
Offer Maternity Leave

2%
Offer Paternity Leave

*Parental Leave is not included in the relative dollar value, rank, or index positioning as this benefit is not utilized by all employees on an annual basis.

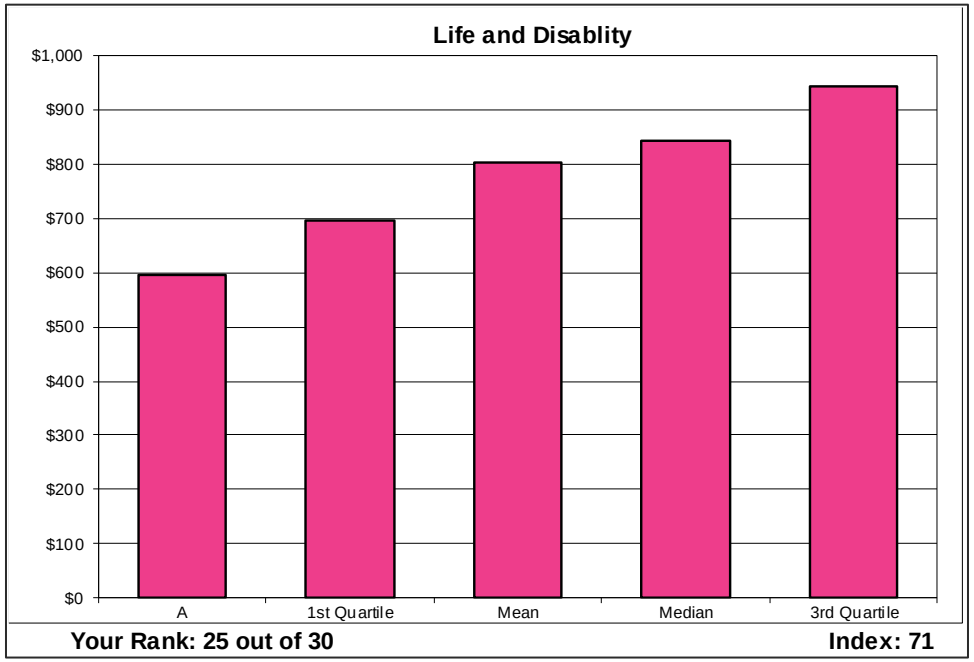
Life & Disability

Peer Group Position

- OCPA's below-median position is a result of requiring the employees to pay for full coverage on Short-Term Disability, offset by providing a plan design that is above median for Life Insurance combined with a Long-Term Disability plan design that is aligned with the median plan design.
- One peer does not provide an employer paid Life Insurance plan therefore no value is generated.
- Nine peers do not provide an employer paid Long-Term Disability plan therefore no values are generated.

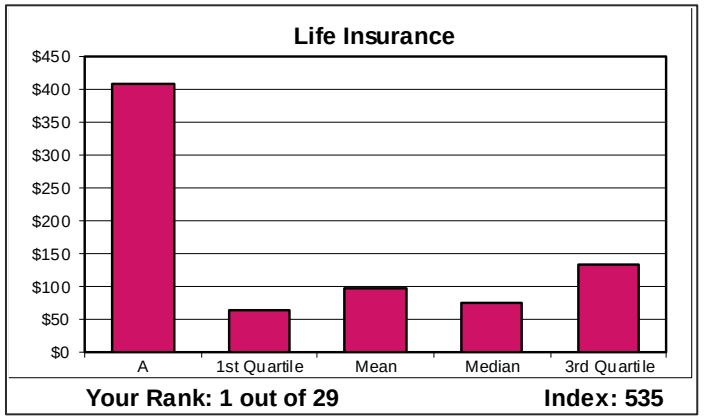
General Market Commentary

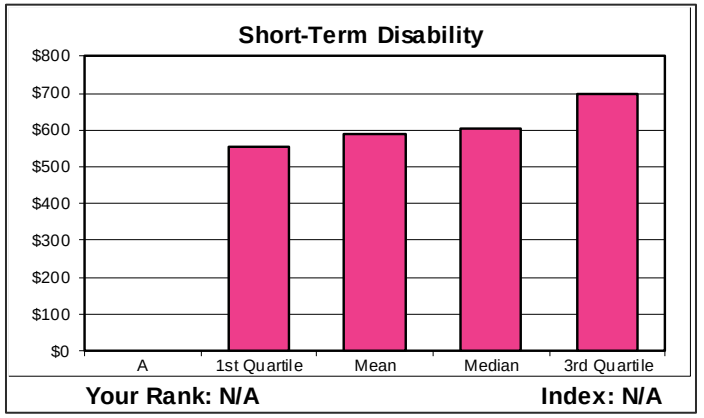
- 98% provide employer paid basic life insurance.
- 78% provide employer paid Short-Term Disability.
- 80% provide employer paid Long-Term Disability.

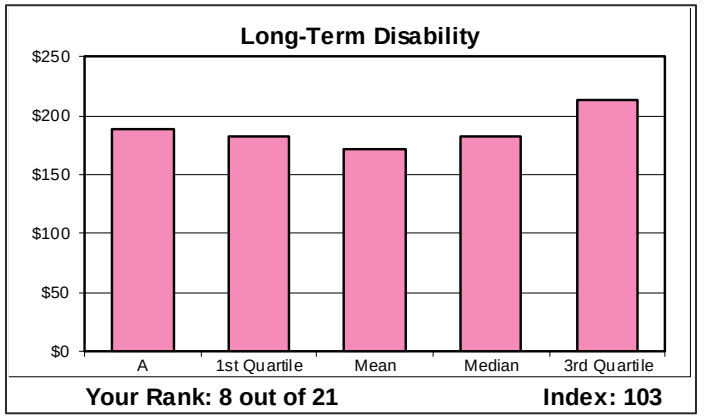


Key Take Away

OCPA's below-median position is a result of requiring the employees to pay the full cost of the Short-Term Disability benefit, offset by a Life Insurance plan that is above the median combined with a Long-Term Disability plan that is competitive with the median plan.







Life & Disability

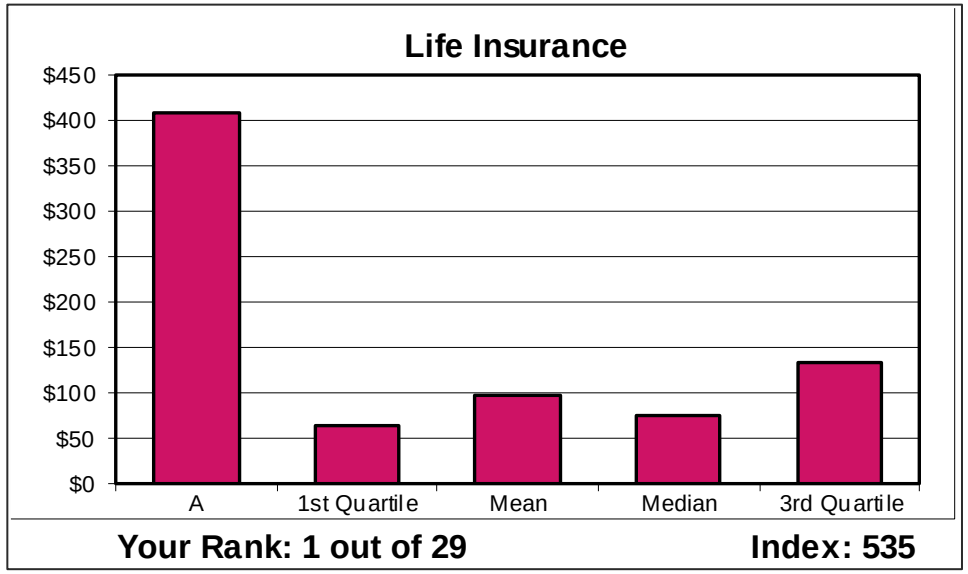
Life Insurance

Peer Group Position

- OCPA's above-median position is the result of offering a flat $200,000 pay benefit compared to the median plan that provides a flat pay out of $33,770.
- Amongst broad-based employee benefits, only seven peers provide a multiple of pay where the amount ranges from 1x to 2x pay.
- Twenty-one peers provide a flat dollar payout.
- The maximum Benefit amount ranges from $10,000 - $500,000.
- Three peers provide employer-paid spouse and dependent life insurance.
- One peer requires employees to pay 100% of the plan cost; therefore, no value is generated

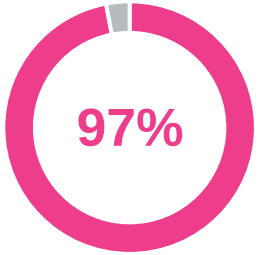
General Market Commentary

- The median plan design being 1.5x pay benefit.
- 15% provide a flat benefit plan.
- 85% provide a percent of pay Life Insurance plan.
- 86% provide a Basic AD&D benefit equal to the Basic Life Insurance benefit.
- 9% provide employer paid spouse/dependent Life Insurance.

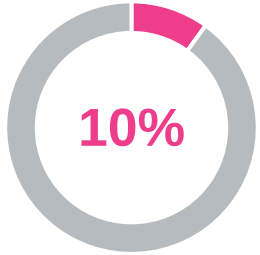


Key Take Away

OCPA is above the median plan design as a result of providing a flat payout of $200,000 compared to the median plan that provides a flat $33,770.



Offer employer-paid Basic Life Insurance



Offer employer-paid Spouse/Dependent Life Insurance

	Median Plan Design	Your Plan Design
Multiple of Pay	Flat $33,770	Flat $200,000 pay out
Maximum Coverage Amount	$33,770	$200,000
Salary Definition	Base Pay	Base Pay

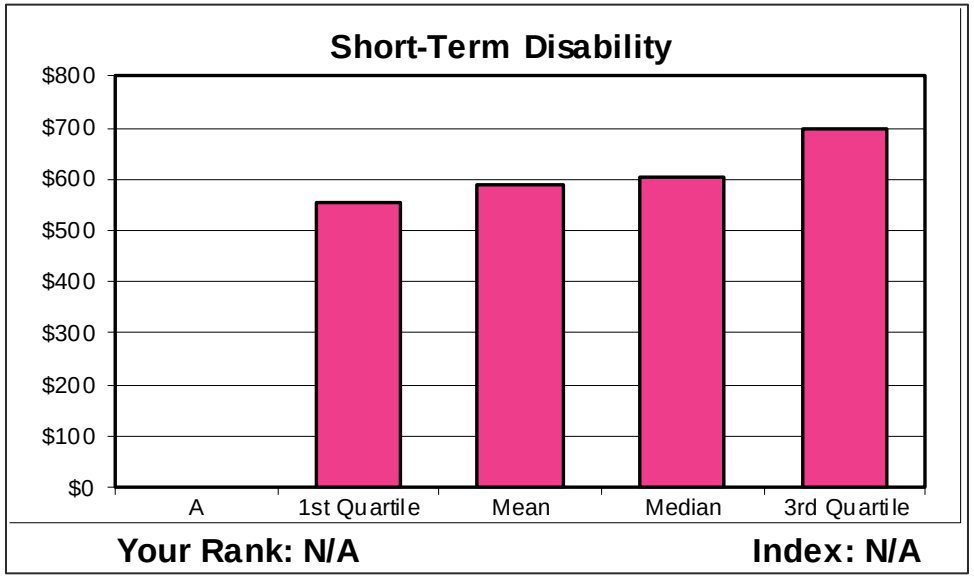
Life & Disability
Short-Term Disability

Peer Group Position

- Short-Term Disability benefit values are based on amounts payable in the first 6 months of disability; Sick Leave carryover and LTD commencing before 6 months of disability are included in Short-Term Disability.
- OCPA requires the employees to pay for the Short-Term disability benefit thus resulting in a $0 value.
- Twenty-seven peers provide all or some weeks at 100% pay replacement (includes sick leave carryover).

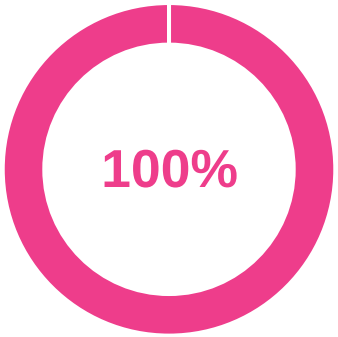
General Market Commentary

- 78% provide employer-paid coverage
- Typical plan covers 60% of base pay up to 26 weeks with an unlimited weekly benefit
- 42% of participants provide all or a portion of the disability at 100% pay replacement



Key Take Away

OCPA's position is a result of requiring the employees to pay for the full coverage.



Provide employer-subsidized Short-Term Disability

	Median Plan Design	Your Plan Design
Benefit	Value is Generated from Sick Leave carryover	
Salary Definition		
Elimination Period		
Maximum Weekly Benefit		

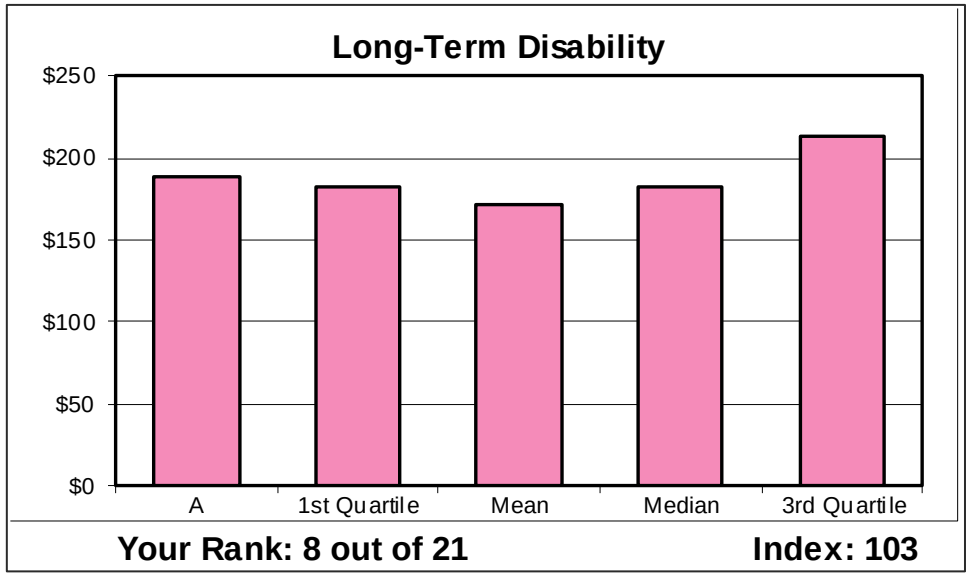
Life & Disability
Long-Term Disability

Peer Group Position

- OCPA's aligned-with-median position is a result of providing a 60% pay replacement with a monthly maximum of $5,000 compared to the median providing a 60% and 40% pay replacement with an unlimited monthly maximum.
- Nine peers require employees to pay 100% of the plan cost; therefore, no value is generated.
- Pay replacement ranges from 60% - 70% with the median pay replacement being 60%.
- Maximum benefit ranges from $240 - $15,000.
- Eight peers use the Individual selection for the Social Security offset, while the remaining peers use the Family selection.

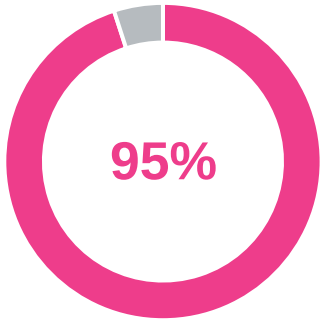
General Market Commentary

- The median pay replacement being 60%.
- Median monthly maximum is $10,000.
- The majority of the peers provide a family Social Security offset.



Key Take Away

OCPA's position is a result of providing a 60% pay replacement with a $5,000 monthly maximum compared to the median plan providing a 60% pay replacement for 12 months and 40% thereafter.



Provide employer-subsidized Long-Term Disability

	Median Plan Design	Your Plan Design
Benefit	Variable pay replacement 60% for 12 mos / 40% thereafter	60% pay replacement
Salary Definition	Base pay	Base pay
Maximum Monthly Benefit	Unlimited	$5,000
Social Security Offset	Family Offset	Family Offset

Non-Traditional Benefits

Education Assistance

Peer Group Position

- Eighteen peers indicated they had an Education Assistance plan.
- One peer provides a reimbursement percentage other than 100%.
- Reimbursement limits amongst the peers range from $700-$3,000 per year for undergraduate and graduate.
- Seven peers vary their tuition reimbursement based on grades.
- None of the peers provide tuition reimbursement to an employee's spouse or children.
- Nine peers reported offering a Student Loan refinancing option where the employer provides an annual maximum contribution that ranges from $3,000 - $10,000 among those that reported an employer contribution.

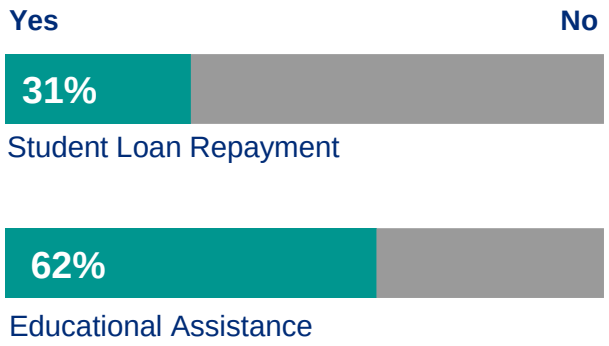
General Market Commentary

- **82%** provide educational assistance.
- The median reimbursement limits is **$5,250** per year for both undergraduate and graduate courses.
- **78%** require employees to payback upon termination

Prevalence Data

Educational Assistance	Median Plan Design
Reimbursement %	100%
Maximum Annual Dollar Limit	$5,250
Require Payback upon Termination	Yes
Covers Books	Yes

*Nontraditional benefits are not included in the relative dollar value, rank, or index positioning.



Non-Traditional Benefits

Additional Benefits

General Market Commentary

- Mercer conducted the 2022 Flexible Working Policies and Practices survey with 749 respondents and found that the happiest employees are hybrid workers; 77% report being able to maintain a reasonable work-life balance.
- 53% of employers are working to expand the types of flexibility offered
    - 42% offer part-time schedules
    - 70% offer flex time (e.g., adjusted start and stop times)
    - 32% have, or are considering offering, a 4-day workweek to all or some employees
    - 18% offer variable or alternative shifts
    - 14% offer phased or flexible retirement

Non-traditional Benefits	Yes	No	Percent
Adoption Benefits	1	14	7%
Business Casual Policy	9	4	69%
Child/Elder Care Assistance	12	4	75%
College Scholarships	0	13	0%
Discount Purchasing	4	11	27%
Employee Assistance Plan	25	1	96%
Executive Company Car	1	10	9%
Financial Planning Assistance	9	6	60%
Flextime	17	2	89%
Formal Training/Professional Development Program	16	2	89%
Free/Subsidized Parking	13	3	81%
Funeral Leave	16	3	84%
Gambling Addiction Counseling	7	6	54%
Home Computer Offered	7	7	50%
Infertility Services	6	19	24%
Job Sharing	10	5	67%
Lactation Rooms	10	3	77%
Legal Counseling	12	5	71%
Life Insurance - Business Travel/Accident	6	19	24%
Military Leave	18	0	100%
Non-executive Company Car	1	10	9%
Onsite Child Care	7	7	50%
Onsite Fitness Facility	9	5	64%
Other Employee Company Car	0	11	0%
Paid Maternity Leave	2	26	7%
Paid Parental Leave	16	12	57%
Paid Paternity Leave	1	27	4%

Non-traditional Benefits	Yes	No	Percent
Paid/Subsidized Offsite Fitness Facility	12	3	80%
Parental/Family Leave	20	5	80%
Pre-Retirement Counseling	22	7	76%
Relocation Allowance	9	5	64%
Sales Employee Company Car	0	11	0%
Satellite Workplace	7	6	54%
Subsidized Eating Facility	1	12	8%
Telecommuting	14	3	82%
Telemedicine	25	1	96%
Wellness Program	21	1	95%
Work at Home Policy	9	4	69%

Appendix

The following supporting documents are being provided for your reference and were used in the support of this report.

- Summary of Plan Features – this report displays participant data imported from Mercer's national benefits database and is the basis for the valuation.
- Methodology – This section details the methods used by Mercer to value the benefit plans included in the Summary of Plan Features report for each comparator organization.

Summary of Plan Features

Medical Plan	Organization A	Organization B	Organization C	Organization D
Plan ID	MD0010	MD0020	MD0020	MD0020
General				
Plan Type	PPO	EPO	PPO	PPO
Plan Type Comments				
Plan Status	Active	Active	Active	Active
Plan is Out-of-Area Plan	No	No	No	No
Plan is a Silent PPO	Not Specified	Not Specified	Not Specified	Not Specified
Percent Of All Employees Participating in This Plan				
This plan has an HSA/HRA included (If Yes, data is in the HSA/HRA section, at bottom)	Yes	No		
This plan has Post-retirement Medical Coverage (If yes, data is in the Retiree Medical sections, at bottom)	No	Yes		
Deductibles				
Deductible Levels				
Level	Individual	Individual		
In Net %				
In Net Amt	$1,500.00	$0.00		
In Net Tier 2 %				
In Net Tier 2 Amt				
Out of Net %				
Out of Net Amt	$5,000.00			
Level	Individual + 1	Individual + 1		
In Net %				
In Net Amt		$0.00		
In Net Tier 2 %				
In Net Tier 2 Amt				
Out of Net %				
Out of Net Amt				
Level	Family	Family		
In Net %				
In Net Amt	$3,000.00	$0.00		
In Net Tier 2 %				
In Net Tier 2 Amt				
Out of Net %				
Out of Net Amt	$10,000.00			

METHODOLOGY

ABOUT THIS SECTION

This section details the methods used by Mercer to value the benefit plans included in the Plan Value Comparisons and Employee Profile Comparisons sections. For each item discussed, we provide an example illustrating how each plan is valued. *Note: Your organization's plan features may vary somewhat from the examples provided. However, we have applied these techniques, with adjustments where necessary, to the actual features of your plan.*

SECTION CONTENTS

The Methodology contains the following sections:

PRINCIPLES

- Basic methodology
- Market valuation
- Mean use
- Participation
- Personal substitution

NATIONAL COMPOSITE WORKFORCE

- Workforce demographics
- Target bonuses
- Position classification
- Cash Compensation
- Annual Salary
- Bonus

RETIREMENT/SAVINGS

- Defined Benefit plans
- Defined Contribution plans
- Stock Purchase plans

HEALTH/GROUP BENEFITS

- Medical benefits
- Dental benefits
- Dependent Care Spending Accounts
- Health Care Spending Accounts
- Post-retirement Medical benefits

PAID LEAVE

- Paid Time Off
- Vacation
- Holidays
- Personal Leave
- Sick Leave

TIME LOSS BENEFITS

- Life Insurance benefits
- Short-term Disability benefits
- Long-term Disability benefits

Appendix

CCA Compensation and Benefits Study

Benchmarking Methodology: Market Perspectives

	Market Perspective	Compensation Data Source	Benefits Data Source
1	CCA Market Perspective	Custom CCA survey	Custom CCA survey
2	Public Sector	Mercer Benchmark Database (Public Sector Scope)	Mercer BVA Database (Public Sector Scope)
3	Energy/Utilities	Mercer Benchmark Database (Energy/Utilities Scope)	Mercer BVA Database (Energy/Utilities Scope)
4	General Industry	Mercer Benchmark Database (All Organizations Scope)	Mercer BVA Database (General Industry Scope)

CCA Compensation and Benefits Study

Benchmarking Methodology: Scoping and Geography

- Data is adjusted to reflect the appropriate organizational size and/or geographic location of each participating CCA. Please see below for more details:

Job Group	Revenue Scope		Geographic Adjustment		
Executive: CCA Market Perspective	Data from the seven CCAs is blended with no adjustment or refinement		See next row		
Executive: Other perspectives (including Public Sector, Energy/ Utilities and General Market)	Industry-scoped Mercer survey data are used with a revenue of approximately 0.5x – 2.0x around the following revenue figures:		*In addition to the revenue scoping, Mercer has adjusted executive data by 50% of the geo adjustments noted below for non-executives. This is based on detailed analysis of actual executive compensation levels in these locations.*		
	Central Coast Community Energy	**$560m**	Central Coast Community Energy	*Monterey, CA*	**7.5%**
	Orange County Power Authority	**$275m**	Orange County Power Authority	*Irvine, CA*	**7.0%**
	Peninsula Clean Energy	**$426m**	Peninsula Clean Energy	*Redwood City, CA*	**14.5%**
	San Diego Clean Energy	**$1.2b**	San Diego Clean Energy	*San Diego, CA*	**5.5%**
	Sonoma Clean Power	**$280m**	Sonoma Clean Power	*Santa Rosa, CA*	**6.5%**
	AVA Energy	**NA**	AVA Energy	*Oakland, CA*	**10.5%**
	Clean Power Alliance	**NA**	Clean Power Alliance	*Los Angeles, CA*	**8.0%**
Non-Executive (all perspectives)	• No Revenue Adjustment		*Mercer has adjusted non-executive data by the following percentages:*		
			Central Coast Community Energy	*Monterey, CA*	**15.0%**
			Orange County Power Authority	*Irvine, CA*	**14.0%**
			Peninsula Clean Energy	*Redwood City, CA*	**29.0%**
			San Diego Clean Energy	*San Diego, CA*	**11.0%**
			Sonoma Clean Power	*Santa Rosa, CA*	**13.0%**
			AVA Energy	*Oakland, CA*	**21.0%**
			Clean Power Alliance	*Los Angeles, CA*	**16.0%**

Adjustments are based on the Economic Research Institute geographic assessor for salaries ranging from $30,000 to $300,000, as well as Mercer published survey data

Data Adjustment Example

Non-Executive Positions

1 Gather and nationalize raw data; add market perspective where appropriate

Data	CCCE	OCPA	PCE	SCP	SDCP	AVA	CPA
Raw Submitted Data	$210,000	$220,000	$230,000	$240,000	$250,000	$260,000	$270,000
Geo Adj.	115.0%	114.0%	129.0%	113.0%	111.0%	121%	116%
Nationalized Data	$182,609	$192,982	$178,295	$212,389	$225,225	$214,876	$232,759

National Statistics	
25 %ile	**$187,795.6**
Average	**$205,590.7**
Median	**$212,389.4**
75 %ile	**$220,050.6**



OCPA-Specific Statistics	
114.0%	**$214,087.0**
114.0%	**$234,373.4**
114.0%	**$242,123.9**
114.0%	**$250,857.7**

2 Summarize nationalized data into key statistics

3 Apply CCA & level specific adjustment to key statistics

CCA Compensation and Benefits Study

Benchmarking Methodology: Additional Detail

Element	Benchmarking Methodology Details
Benchmark Job Selection	• Mercer and CCAs selected 36 benchmark jobs with the goal of a representative cross-section by function, job level, etc.
Compensation Elements	• Primary focus on base salary • Short-term incentives were also collected to understand total cash compensation levels
Benefits Elements	• Retirement/Savings • Health/Group (medical, post-retirement medical, and dental) • Paid Leave • Life Insurance and Disability
Aging/Update Factors	• Data was aged to July 1, 2024 to represent a “lead/lag” strategy • Aging factor is 4%, based on Mercer Compensation Planning Survey data
Adjustments	• Role-based adjustments of up to 30% were considered based on level, responsibilities, licensure, or education requirements • Maximum adjustments are capped at +/- 30% (not including aging or geographic differentials)
Scoping/ Geography	• See prior pages

Benefits: Summary of Plan and Methodology

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- Methodology – This section details the methods used by Mercer to value the benefit plans included in the Summary of Plan Features report for each comparator organization.

Summary of Plan Features

Medical Plan	Organization A	Organization B	Organization C	Organization D
Plan ID	MD0010	MD0020	MD0020	MD0020
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Plan Type	PPO	EPO	PPO	PPO
Plan Type Comments				
Plan Status	Active	Active	Active	Active
Plan is Out-of-Area Plan	No	No	No	No
Plan is a Silent PPO	Not Specified	Not Specified	Not Specified	Not Specified
Percent Of All Employees Participating in This Plan				
This plan has an HSA/HRA included (If Yes, data is in the HSA/HRA section, at bottom)	Yes	No		
This plan has Post-retirement Medical Coverage (If yes, data is in the Retiree Medical sections, at bottom)	No	Yes		
Deductibles				
Deductible Levels				
Level	Individual	Individual		
In Net %				
In Net Amt	$1,500.00	$0.00		
In Net Tier 2 %				
In Net Tier 2 Amt				
Out of Net %				
Out of Net Amt	$5,000.00			
Level	Individual + 1	Individual + 1		
In Net %				
In Net Amt		$0.00		
In Net Tier 2 %				
In Net Tier 2 Amt				
Out of Net %				
Out of Net Amt				
Level	Family	Family		
In Net %				
In Net Amt	$3,000.00	$0.00		
In Net Tier 2 %				
In Net Tier 2 Amt				
Out of Net %				
Out of Net Amt	$10,000.00			

METHODOLOGY

ABOUT THIS SECTION

This section details the methods used by Mercer to value the benefit plans included in the Plan Value Comparisons and Employee Profile Comparisons sections. For each item discussed, we provide an example illustrating how each plan is valued. *Note: Your organization's plan features may vary somewhat from the examples provided. However, we have applied these techniques, with adjustments where necessary, to the actual features of your plan.*

SECTION CONTENTS

The Methodology contains the following sections:

PRINCIPLES

- Basic methodology
- Market valuation
- Mean use
- Participation
- Personal substitution

NATIONAL COMPOSITE WORKFORCE

- Workforce demographics
- Target bonuses
- Position classification
- Cash Compensation
- Annual Salary
- Bonus

RETIREMENT/SAVINGS

- Defined Benefit plans
- Defined Contribution plans
- Stock Purchase plans

HEALTH/GROUP BENEFITS

- Medical benefits
- Dental benefits
- Dependent Care Spending Accounts
- Health Care Spending Accounts
- Post-retirement Medical benefits

PAID LEAVE

- Paid Time Off
- Vacation
- Holidays
- Personal Leave
- Sick Leave

TIME LOSS BENEFITS

- Life Insurance benefits
- Short-term Disability benefits
- Long-term Disability benefits

Mercer

A business of Marsh McLennan

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ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.4

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer

Approved by: Joe Mosca, Chief Executive Officer

Subject: CREATION OF BUDGET AND FINANCE AD-HOC COMMITTEE FOR DEVELOPMENT OF FY2024/25 BUDGET AND 5-YEAR PROJECTION

Date: April 30, 2024

RECOMMENDED ACTION

Establish a temporary ad-hoc advisory committee related to development of FY2024/25 Budget and 5-Year Projection and appoint less than a majority of Board members to the committee.

BACKGROUND

From time to time, Board members are needed to engage with staff on a variety of issues. This engagement ensures that staff implements the Board's goals and objectives effectively. An Ad Hoc Committee is defined as a committee formed to address a specific issue, task, or objective and is dissolved upon the completion of its purpose. These committees are not Brown Act bodies.

It is requested that the Board create a temporary ad-hoc advisory committee to work with staff on the development of the FY2024/25 Budget and 5-Year Projection.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENT

None.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.5

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer

Approved by: Joe Mosca, Chief Executive Officer

Subject: FISCAL YEAR 2024/2025 BUDGET FRAMEWORK

Date: April 30, 2024

RECOMMENDED ACTION

Receive and File.

DISCUSSION

Staff will present the Fiscal Year 2024/2025 Budget Framework. This presentation will include an overview of the general principles governing the budget of the Orange County Power Authority (OCPA), as well as a timeline for the preparation and adoption of OCPA's Fiscal Year 2024/2025 budget.

FISCAL IMPACT

None

ATTACHMENTS

None

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 11

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Chief Executive Officer

Subject: CHIEF EXECUTIVE OFFICER'S REPORT

Date: April 30, 2024

CAC Membership - At-large Opening

We are seeking applicants for the two (2) CAC at-large positions. The deadline for applications is April 30th. Please share the opportunity widely. Interested parties within member cities can apply by going to the OCPA website: https://www.ocpower.org/about-us/community-advisory-committee/

2024 Strategic Plan Workshop

The 2024 Strategic Plan Workshop is scheduled to follow the OCPA Board of Directors meeting on May 21. Prior to the May meeting, you will receive workshop materials which will include considerations for your Board resulting from conversations with the Community Advisory Committee and OCPA staff members. Considerations for new focus areas, objectives, and strategies will be proposed to the Board of Directors, as many of our previous goals have been accomplished.

Community Power Plan – Request for Proposal (RFP)

On Monday, April 15, staff released the Community Power Plan RFP, which seeks to hire qualified firms to help OCPA conduct a community needs assessment, program implementation priorities, and analysis. Shortly after the completion of the Community Power Plan, we will seek to start rolling out many customer programs, and having a set of qualified technical and program support vendors will allow us to implement programs prioritized by you and the community expeditiously.

2024 CalCCA Conference – San Jose

Two Board members, two CAC members, and 14 staff attended this week's CalCCA Conference. Staff reported learning a lot about the energy industry, including information about incoming new technologies, the latest trends in regulation, and high-level knowledge of state priorities in developing new projects. They also learned about the challenges associated with various energy options.

(Reminder) For the Board members who attended, please share this information at your next City Council meeting and during the Directors' Announcements portion of the OCPA Board meeting this April 30th.

2nd Annual Staffers Luncheon

On Tuesday, April 9th OCPA hosted the 2nd Annual Staffers Luncheon. The event was a great success with over 24 attendees, including representatives from all three member agencies and many of our state and federal representatives. We also had staff from the CPUC and Assemblywoman Cottie Petrie-Norris's office, who chairs the Assembly's Committee on Utilities and Energy. Guests learned about OCPA's successes and our regulatory and legislative platform and were given an opportunity to ask questions.

NEW Office Space Update

Preparations for the new office space continue. We are awaiting final approval from the City of Irvine on construction permits. Staff are also organizing potential vendors for furniture and audio-visual installation for Board meetings. One contract will be presented for Board consideration on April 30th. Staff will continue exploring opportunities with local small businesses and used furniture providers.

Human Resources Update

Recruitment for the important positions of Director of Power Resources and Director of Communications & External Affairs opened at the beginning of this month. While the job postings will remain open until the end of this month, interest in these positions has exceeded my expectations. This means that OCPA will have excellent choices as the process of interviewing top candidates begins around the first week in May.

Events & Stakeholder Outreach

The OCPA team attended the following events and community meetings since our last Board meeting:

City	Event	Date	Time
Irvine	State of the City	Tuesday, March 19th	5:00 PM - 7:00 PM
Irvine	OCPA Presentation to Irvine Rotary Club	Wednesday, March 27th	7:00 PM - 8:30 PM
Buena Park	Spring Eggstravaganza	Saturday, March 30th	8:00 AM - 1:00 PM
Irvine	Induction Stove Workshop	Wednesday, April 3rd	6:00 PM – 7:30 PM
Fullerton	State of the City	Thursday, April 4th	11:00 AM – 2:00 PM
Irvine	Sustain SoCal: Sustainable Communities	Thursday, April 4th	1:00 PM – 7:30 PM
Fullerton	Fullerton Collaborative Meeting	Monday, April 8th	2:00 PM – 3:30 PM
Buena Park	Buena Park Collaborative Meeting	Thursday, April 11th	10:00 AM – 11:00 AM
Irvine	Earth Day	Saturday, April 13th	11:00 AM – 2:00 PM
Fullerton	City Hall on the Go	Saturday, April 13th	10:00 AM – 3:00 PM
San Jose	CalCCA Annual Conference	April 16th - 18th	8:00 AM - 5:00 PM

City	Event	Date	Time
Regional	Roots Academy – South OC Earth Day	Saturday, April 20th	1:00 PM – 4:00 PM
Irvine	Park Place Earth Day	Monday, April 22nd	9:00 AM – 10:00 AM
Buena Park	Arbor Day	Friday, April 26th	5:00 PM – 6:00 PM
Irvine	Coffee & Conversations with Irvine Councilmembers Kathleen Treseder & Tammy Kim	Saturday, April 27th	10:00 AM – 12:00 PM

We are looking forward to many opportunities to engage with the community and key stakeholders, including:

City	Event	Date	Time
Remote	ECCLPS Symposium - Environomental and Climate Change Literacy Projects	Friday, May 3rd	All day
Fullerton	Fullerton Mayor's Prayer Breakfast	Friday, May 3rd	6:45 AM - 9:00 AM
Irvine	CicloIrvine - Open Streets Event	Saturday, May 4th	11:00 AM – 4:00 PM
Irvine	Irvine Electric Lawn and Garden Equipment Demo	Tuesday, May 14th	2:00 PM – 4:00 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
None					