AGENDA

ORANGE COUNTY POWER AUTHORITY
REGULAR MEETING OF THE BOARD OF DIRECTORS

Monday, July 13, 2026
2:00 p.m.

This meeting will proceed as an in-person meeting at **15310 Barranca Parkway, Suite 250, Irvine, CA 92618, 6650 Beach Blvd., Buena Park, CA 90621, and 303 W Commonwealth Ave., Fullerton, CA 92832**. 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 item 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:

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

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

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

The public may participate using the following remote options:

ZOOM WEBINAR

Please click the link below to join the webinar:

[Launch Meeting - Zoom]

Dial-in: 1-669-900-6833

Webinar ID: 862 9339 0709

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **PUBLIC COMMENTS ON AGENDA ITEMS**

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

5. **PUBLIC COMMENTS ON NON-AGENDA ITEMS**

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

6. **DIRECTOR ANNOUNCEMENTS & REPORTS ON CONFERENCES/EVENTS ATTENDED**

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

7. **CONSENT CALENDAR**

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

   1. **MINUTES FOR THE REGULAR BOARD MEETING OF JUNE 8, 2026**

      Recommended Action:
      Approve as submitted.

   2. **COMMUNITY ADVISORY COMMITTEE MEETING UPDATE JULY 2026**

      Recommended Action:
      Receive and file.

   3. **LEGISLATIVE AND REGULATORY UPDATE**

      Recommended Action:
      Receive and file.

4. 2026-27 STRATEGIC PLAN MONTHLY UPDATE

Recommended Action:
Receive and file.

8. REGULAR CALENDAR

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

1. 2026 BIENNIAL CONFLICT OF INTEREST CODE REVIEW

Recommended Action:

1. Adopt Resolution No. 2026-XX: A Resolution of the Board of Directors of Orange County Power Authority Adopting an Amended Conflict of Interest Code Pursuant to the Political Reform Act of 1974
2. Directing submittal to the Authority's code-reviewing body for approval.

2. FISCAL YEAR 2026-27 PROGRAM PORTFOLIO AND HOME ENERGY AUDIT TRAINING PROGRAM OVERVIEW

Recommended Action:

Receive and file.

3. RESOLUTION APPROVING OCPA'S 2026 INTEGRATED RESOURCE PLAN

Recommended Action:

Adopt a Resolution approving OCPA's 2026 Integrated Resource Plan and authorizing the Chief Executive Officer to make any necessary changes to ensure compliance with California Public Utilities Commission (CPUC) requirements for submission by August 10, 2026.

4. CONSIDER AMENDED AND RESTATED JOINT POWERS AGREEMENT

Recommended Action:

1. Review the proposed Amended and Restated Joint Powers Agreement.
2. Direct staff to provide Member Agencies with the proposed Amended and Restated Joint Powers Agreement and notice of the proposed amendments in accordance with Section 3.9.4.3 of the Joint Powers Agreement.
3. Direct staff to place the Amended and Restated Joint Powers Agreement on a future agenda for final consideration and adoption.

9. STAFF REPORT

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

10. ADJOURNMENT

Compliance with the Americans with Disabilities Act

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

Availability of Board Documents

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

OCPA ACRONYM LIST

Last revised on 6/3/2025

Displaying regularly used acronyms is beneficial for public agencies, enhancing clarity and efficiency in communication. OCPA's Acronyms Lists contain terms that are often used and abbreviated to simplify complex terms and processes, making information more accessible to both employees and the public.

Our hope is to ensure that everyone understands the terminology we use, reducing confusion, and misunderstandings. When members of the public can easily decode acronyms, they feel more informed and engaged with the agency's operations. This practice also supports training and onboarding efforts, as new employees can quickly familiarize themselves with commonly used terms, accelerating their integration into the team.

AB	Assembly Bill
ACC	Avoided Cost Calculator
AL	Advice Letter
ALJ	Administrative Law Judge
ARB	Air Resource Board
BA	Balancing Authority
BESS	Battery Energy Storage System
BioMAT	Bioenergy Market Adjusting Tariff
C&I	Commercial & Industrial
CAISO	California Independent System Operator
CalCCA	California Community Choice Association
CAM	Cost Allocation Mechanism
CAPP	California Arrearage Payment Program
CARB	California Air Resources Board
CARE	California Alternate Rates for Energy (Low Income Discount Rate)
CCA	Community Choice Aggregation
CEC	California Energy Commission
CP	Compliance Period
CPE	Central Procurement Entity
CPUC	California Public Utilities Commission
CRR	Congestion Revenue Right
DA	Direct Access (Private Retail Energy Supplier)
DAC	Disadvantaged Community (As Defined by CalEnviroScreen 3.0)
DAME	Day-Ahead Market Enhancements
DCPP	Diablo Canyon Power Plant

Demand	The rate at which electric energy is delivered to or by a system or part of a system, generally expressed in kilowatts (kW), megawatts (MW), or gigawatts (GW), at a given instant or averaged over any designated interval of time. Demand should not be confused with Load or Energy
DER	Distributed Energy Resources
DERMS	Distributed Energy Resource Management System
Distribution	The delivery of electricity to the retail customer's home or business through low voltage distribution lines
DLAP	Default Load Aggregation Point
DR	Demand Response
DRP	Distributed Resource Plans
DWR	Department of Water Resources
ECR	Enhanced Community Renewable
ED	Energy Division
EDAM	Extended Day-Ahead Market
EE	Energy Efficiency
ELCC	Effective Load Carrying Capacity
ELRP	Emergency Load Reduction Program
EPIC	Electric Program Investment Charge
ERRA	Energy Resource Recovery Account (SCE Generation Rate Setting)
ES	Energy Storage
ESA	Energy Storage Agreement
ESP	Energy Service Provider
EV	Electric Vehicle
EVSE	Electric Vehicle Supply Equipment (EV Charger)
FERA	Family Electric Rate Assistance (Low Income Discount Rate)
FERC	Federal Energy Regulatory Commission
GHG	Greenhouse Gas
GRC	General Rate Case
GT	Green Tariff
GTSR	Green Tariff Shared Renewables
GWh	Gigawatt-hour
ICA	Integration Capacity Analysis
IDER	Integrated Distributed Energy Resources
IDSM	Integrated Demand-Side Management
IEPR	Integrated Energy Planning Report
IGFC	Income-Graduated Fixed Charge
IOU	Investor-Owned Utility
IRP	Integrated Resource Plan
JPA	Joint Powers Authority
JRM	Joint Rate Mailer

kW	Kilowatt
kWh	Kilowatt-hour
LCFS	Low Carbon Fuel Standard
LCR	Local (RA) Capacity Requirements
LMP	Locational Marginal Price
LMS	Load Management Standards
LNBA	Locational Net Benefits Analysis
Load	An end use device or customer that receives power from an energy delivery system
LOLE	Loss of load expectations
LSE	Load Serving Entity
LTPP	Long-Term Procurement Rulemaking
MB	Medical Baseline (Discount Rate for Medical Equipment Needs)
MEO	Marketing Education and Outreach
MPB	Market Price Benchmark
MTR	Mid Term Reliability
MW	Megawatt
MWh	Megawatt-hour
NBC	Non-Bypassable Charge
NBT	Net Billing Tariff (NEM 3.0) Also known as Solar Billing Tariff or Solar Billing Plan
NDA	Non-Disclosure Agreement
NEM	Net Energy Metering (Usually for Customers with Solar)
NP-15	North Path 15
OAT	Other Applicable Tariffs
OIR	Order Instituting Rulemaking
OSC	Order to Show Cause
OSW	Offshore Wind
PA	Program Administrator
PCC1	Renewable energy generated in the state of California
PCC2	Renewable energy generated outside California
PCC3	A REC from a Renewable Resource, independent of Energy
PCIA	Power Charge Indifference Adjustment
PCL	Power Content Label
PD	Proposed Decision
PfM	Petition for Modification
PG&E	Pacific Gas & Electric
PHC	Prehearing Conference
Pnode	Pricing Node
POLR	Provider of Last Resort
POU	Publicly Owned or Municipal Utility
PPA	Power Purchase Agreement

PRP	Priority Review Project
PRRR	Progress on Residential Rate Reform
PSD	Power Source Disclosures
PSPS	Public Safety Power Shutoff
PUC	Public Utilities Code / Public Utilities Commission
PURPA	Public Utilities Regulatory Policy Act
PV	Photovoltaic (Solar) Panels
RA	Resource Adequacy
RAM	Renewables Auction Mechanism
RCPPP	Reliable and Clean Power Procurement Program
RE	Renewable Energy
REC	Renewable Energy Credit or Renewable Energy Certificate
RES-BCT	Renewables Energy Self-Generation Bill Credit Transfer
RFI	Request for Information
RFO	Request for Offers
RFP	Request for Proposals
RFQ	Request for Qualifications
RIN	Rate Identifier Number
RPS	Renewable Portfolio Standard
SB	Senate Bill
SBT/SBP	Solar Billing Tariff/Solar Billing Plan
SCE	Southern California Edison
SDG&E	San Diego Gas & Electric
SGIP	Self-Generation Incentive Program
SOD	Slice of Day
T&D	Transmission and Distribution
TBS	Transitional Bundled Service
TE	Transportation Electrification
Time-of-Use (TOU) Rates	The pricing of delivered electricity based on the estimated cost of electricity during a particular time-block
TPP	Transmission Planning Process
Unbundled RECs	Renewable energy certificates that verify a purchase of a MWH unit of renewable power where the actual power and the certificate are "unbundled" and sold to different buyers.
VAMO	Voluntary Allocation, Market Offer
VPP	Virtual Power Plant
WECC	Western Electricity Coordinating Council
WEIM	Western Energy Imbalance Market
WREGIS	Western Renewable Energy Generation Information System

MINUTES
REGULAR MEETING
BOARD OF DIRECTORS
ORANGE COUNTY POWER AUTHORITY

Monday, June 8, 2026

1. CALL TO ORDER

Chair Sonne called to order the Regular Meeting of the Orange County Power Authority Board of Directors at 2:00 p.m. on Monday, June 8, 2026.

2. PLEDGE OF ALLEGIANCE

Vice Chair Mai led the Pledge of Allegiance.

3. ROLL CALL

Present:	Director Glenn Grandis	City of Fountain Valley
	Director Fred Jung	City of Fullerton (Teleconference)
	Director Kathleen Treseder	City of Irvine
	Vice Chair Mai	City of Irvine
	Chair Susan Sonne	City of Buena Park

Absent: None.

4. PUBLIC COMMENTS ON AGENDA ITEMS

None.

5. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Vicki Johnson, City of Laguna Woods resident, made comments on various program differences between OCPA and Southern California Edison.

Joe Mosca, OCPA's CEO, clarified that OCPA's programs do not replace SCE's programs. Rather, they enhance what SCE offers.

6. DIRECTOR ANNOUNCEMENTS

None.

7. CONSENT CALENDAR

Moved by Vice Chair Mai, seconded by Director Treseder to:
Approve consent calendar 7.1-7.7

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

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

1. MINUTES FOR THE REGULAR BOARD MEETING OF MAY 7, 2026

Action Taken:
Approved as submitted.

2. MARKETING AND COMMUNICATIONS UPDATE FOR APRIL - MAY 2026

Action Taken:
Received and filed.

3. LEGISLATIVE AND REGULATORY UPDATE

Action Taken:
Received and filed.

4. COMMUNITY ADVISORY COMMITTEE MEETING UPDATE MAY 2026

Action Taken:
Received and filed.

5. COMMUNITY ADVISORY COMMITTEE MEETING UPDATE JUNE 2026

Action Taken:
Received and filed.

6. 2026-27 STRATEGIC PLAN MONTHLY UPDATE

Action Taken:
Received and filed.

7. PUBLIC RECORDS ACT QUARTERLY REPORT

Action Taken:
Received and filed.

8. REGULAR CALENDAR

1. CONDUCT A PUBLIC HEARING AND ADOPT A RESOLUTION APPROVING AN UPDATED AMENDMENT NUMBER TWO TO THE OCPA COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN AND STATEMENT OF INTENT

Chief Executive Officer Joe Mosca presented the updated amendment number two to the OCPA CCA Implementation Plan and Statement of Intent. He stated that the update moves the start date for service for the City of Fountain Valley from October 2026 to April 2027. Mosco noted that this decision was made so that OCPA could better engage with and communicate services to the community.

Director Grandis made a comment that the end of the year is busy for Fountain Valley and that discussions around implementation of the service provided by OCPA wouldn't be properly communicated to the residents.

Chair Sonne opened the floor for a public hearing. No members of the public engaged in discussion or made comments.

Moved by Director Jung, seconded by Director Treseder to Adopt Resolution 2026-05: A Resolution of the Board of Directors of Orange County Power Authority Approving the Updated Amendment Number Two to the Community Choice Aggregation Implementation Plan and Statement of Intent Providing New Electric Service to the City of Fountain Valley.

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

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

2. APPROVE OCPA'S FISCAL YEAR 2026/27 OPERATING BUDGET

Chief Financial Officer Tiffany Law presented OCPA's Fiscal Year 2026/27 Operating Budget. Law emphasized that the proposed budget would provide a net positive income, bringing the operating reserves up to 30%, which meets the Board's minimum reserve target.

Board Members engaged in conversations and asked questions about: the Expected Rebuild of Operating Reserves; the Increase in the Cost-of-Living Adjustments; Operating Costs; Health Care Plans for Employees; Legal Support; and CalCCA Membership Dues. Staff answered all questions and ensured the Board of the importance of each allocated budget. Staff also noted that the CEO of CalCCA is planning on attending a later meeting to answer any additional questions about CalCCA's role.

Moved by Director Jung, seconded by Director Treseder to:

1. Approve the recommended FY2026/27 Operating Budget, which projects a positive net position of approximately $14.1 million, supports 2026 rate stability, rebuilds operating reserves, and funds essential power supply, operating, customer program, and non-operating expenses as presented in Attachment 1. The recommended budget supports the Board's reserve policy target and OCPA's long-term financial sustainability goals.
2. Approve a 3.7% Cost-of-Living Adjustment (COLA) for full-time employees, effective January 1, 2027, based on the April 2026 Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area, and authorize corresponding updates to OCPA salary ranges. COLA eligibility will be prorated based on hire date, consistent with OCPA's compensation practices.
3. Approve the Group Health Plan Enhancement to adjust OCPA's employer contribution for baseline employer-covered medical and vision plan options from 95% to 100%, effective July 2026, for employees and dependents enrolled in those plans, with employees continuing to pay any incremental cost for higher-cost plan elections.

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

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

9. STAFF REPORT

CEO Joe Mosca provided his report in the full agenda packet. Mosca introduced and welcomed the two (2) new additions to the OCPA staff; Frank Harris as the new Regulatory & Legislative Manager: and Carlo Bencomo-Jasso as the new Rates & Revenue Manager.

10. ADJOURNMENT

With no further business to come before the Board, Chair Sonne adjourned the June 8, 2026, Orange County Power Authority Board of Directors Regular meeting at 2:56 p.m.

Chair Sonne noted that the next Orange County Power Authority Board of Directors Regular meeting will be held on Monday, July 13, 2026, at 2:00 p.m.

Submitted by:

Rogelio Palacios, Board Secretary

ORANGE COUNTY POWER AUTHORITY

Staff Report – Item 7.2

To:	Orange County Power Authority Board of Directors
From:	Jacquie Henderson, Director of Communications & External Affairs Linda Kraemer, Community Engagement Manager Tula Larsen, Communications & External Affairs Intern
Approved by:	Joe Mosca, Chief Executive Officer
Subject:	COMMUNITY ADVISORY COMMITTEE (CAC) REPORT
Date:	July 6, 2026

Strategic Goals

☐ Enrich & Grow the OCPA Community
☐ Prioritize Fiscal Sustainability & Affordability
☐ Design & Deploy Community-Aligned Customer Programs
☐ Energize Our Community with Renewable Energy Sources
☐ Raise Awareness of Community Energy & Advocate for Our Customers
☒ Not Applicable

Recommended Action(s)

Receive and file.

Background

The Orange County Power Authority (OCPA) Community Advisory Committee is composed of community members from OCPA member cities. The Committee meets monthly to discuss organizationally relevant topics with the purpose of advising the OCPA Board of Directors on agency operations. This report will provide details on the most recent topics of discussion and feedback from the Committee.

Discussion / Analysis

The CAC regular meeting on July 6, 2026, included the following presentations and updates:

OCPA Fiscal Year 2026/27 Operating Budget

OCPA's Finance Team presented OCPA's 2026-2027 Annual Operating Budget, reflecting OCPA's goals for financial stability, reserve rebuilding, customer affordability, power supply cost management, and customer and community benefits. On June 8, 2026, OCPA Board Members unanimously approved by FY2026/27 Operating Budget.

OCPA continues to demonstrate fiscal responsibility and maintain a strong financial position, ending the fiscal year with a positive net position of $14.1 million and with increased reserves. OCPA projects ongoing financial success with higher revenue and reserves, expecting to reach 30% of expenses in reserves in 2027 and 49% in 2029. This year, OCPA also closed its first green bond transaction in March, securing a reduction in the agency's energy costs by 12.45%.

Staff highlighted OCPA's $4.4 million improvement from the previous budget reforecast and $60 million allocated to operating reserves. CAC Members asked questions on reserve rebuilding and asked how OCPA compares to other CCAs in California.

Overview of OCPA's Peak Demand Monitoring System

Staff presented OCPA's Peak Demand Monitoring System, an internal platform that tracks historical peak demand for commercial OCPA customers. With this system, staff can better identify opportunities where load shifting, particularly outside of peak hours, can best benefit individual OCPA commercial customers.

The system uses 15-minute interval demand data to evaluate both how much energy a customer consumes and energy patterns. It evaluates the frequency and magnitude of demand peaks for individual customers, helping staff educate customers on behavioral changes that may impact energy outcomes. The system also accounts for over 25 years of weather data, analyzing the historical effect of weather conditions on customer-level demand patterns to account for weather analysis in bill impact.

Staff highlighted the importance of monitoring peak demand to prevent upsized costs for customers. CAC Members asked questions on the source of interval data, next steps for the platform, and whether these management systems may be valuable to other CCAs. OCPA staff will continue validating customer intervals and load profile data, as well as potential load-management opportunities that arise from the monitoring system.

Regulatory & Legislative Update

The OCPA Legislative and Regulatory Team shared a review of key goals for OCPA focusing on the key areas of electricity affordability, cost fairness, local authority, and clean energy leadership.

The CAC heard updates on CalCCA-sponsored bills, Assembly Bill 1761 (Rogers) -- Data Disclosure, and SB 1138 (Padilla) – LSE RA Requirements. Committee Members also heard updates on key bills that will have an impact on OCPA, including AB 2383 (Zbur) -- Large Load Ratemaking, and SB 886 (Padilla) – Reliability and Large Loads. OCPA Staff emphasized the importance of engagement on these bills to protect system integrity and reliability and prevent unnecessary cost shifts for OCPA customers.

A status update was given for the Power Charge Indifference Adjustment (PCIA) tracks 1, 2, and 3. The CalCCA Petition for Writ of Review on PCIA Track 1 was denied on June 25, 2026. Moving forward on Track 2 and Track 3, OCPA is supporting better representation of the actual value of the credits, increasing transparency and understanding, and addressing the broader concerns of the PCIA as fair for all customers. Other regulatory issues addressed were Integrated Resource Planning (IRP) Procurement Order, Direct Access, and Climate Credit updates.

The team addressed questions by the CAC regarding the PCIA, Climate Credit eligibility, public participation on bills, and the number of legislation and regulatory issues OCPA follows. Staff clarified that the Climate Credit funding is equal for customers and small businesses.

Public Engagement for July and August 2026

OCPA Staff provided an update on events in member cities in June and July 2026. Planned engagements include but are not limited to the Fullerton Women's Club Monthly Meeting, the Asian Business Association Summer Mixer, the Irvine Chamber of Commerce Emergency Response and Fire Safety Workshop, Buena Park's LumiPalooza, and the Fountain Valley Kiwanis Club's Pins for Kids fundraising event. These activities support OCPA's goals of strengthening community relationships, increasing awareness of clean energy programs, and providing accessible opportunities for residents and businesses to engage with the agency. OCPA staff highlighted the presence of the USGBC BuildSMART Trailer at LumiPalooza, and that an additional seat is available for the Pins for Kids event.

Updates from Staff

Staff provided updates on communications, programs, and community engagement. Communications efforts included continued development of educational content through

OCPA's newsroom and an educational webinar to help customers better understand their electricity bills. OCPA Staff highlighted the latest season of OCPA Unplugged videos, and mentioned events attended, including the 17th Annual California Climate and Energy Collaborative Forum in Los Angeles where staff were on a panel discussing the OCPA Renter Energy Efficiency Program. Also highlighted were the launch of OCPA's income-qualified landing page and the upcoming Solarize Irvine Online Workshop.

Program updates highlighted that 245 customers are benefiting from the Renter Energy Efficiency Program, and that the Equitable Building Decarbonization's Direct Install (EBD-DI) Program is open for enrollment to multifamily communities.

Fiscal Impact

None.

Attachment(s)

None.

ORANGE COUNTY POWER AUTHORITY

Staff Report – Item 7.3

To:	Orange County Power Authority Board of Directors
From:	Frank Harris, Regulatory and Legislative Manager Matt Chill, Regulatory Analyst
Approved by:	Joe Mosca, Chief Executive Officer
Subject:	LEGISLATIVE AND REGULATORY UPDATE
Date:	July 13, 2026

STRATEGIC GOALS

☐ Enrich & Grow the OCPA Community
☐ Prioritize Fiscal Sustainability & Affordability
☐ Design & Deploy Community-Aligned Customer Programs
☐ Energize Our Community with Renewable Energy Sources
☒ Raise Awareness of Community Energy & Advocate for Our Customers
☐ Not Applicable

RECOMMENDED ACTION(S)

Receive and file.

BACKGROUND

Orange County Power Authority (OCPA) staff track and analyze bills in the California Legislature and in the United States Congress. OCPA actively advocates on behalf of our customers and contributes to CalCCA's legislative affairs efforts.

OCPA staff actively participate in several proceedings at the California Public Utilities Commission (CPUC), the California Energy Commission (CEC), the California Air Resources Board (CARB), the California Independent System Operator (CAISO), and the Federal Energy Regulatory Commission (FERC). This report includes a summary of high-priority proceedings.

DISCUSSION / ANALYSIS

Legislative Updates

California Legislative Update

The legislature is currently in its summer recess. All bills that will move forward have been voted out of their first house. While some bills have passed their primary committees, more committee meetings are scheduled. The legislature will return on August 3rd.

CalCCA Sponsored Legislation

CalCCA has sponsored two bills this session. CalCCA's sponsored Resource Adequacy (RA) Transactability legislation was introduced by Senator Padilla (Senate Bill (SB) 1138. CalCCA's Power Charge Indifference Adjustment (PCIA) data disclosure legislation was introduced by Assemblymember Rogers (Assembly Bill (AB) 1761). These bills are part of our strategy to address energy affordability concerns and ultimately drive down costs for OCPA customers. No single effort or solution will solve the energy affordability challenges facing ratepayers throughout the state. Meaningfully reducing the high cost of electricity bills in California will require multiple small-to-moderate enhancements, such as those referenced in these bills.

SB 1138 (Padilla) – RA Transactability

Background: SB 1138 would require the CPUC to permit Load Serving Entities (LSEs) to trade RA obligations to each other up to 25% of their total compliance obligations. Such a modification furthers the intent of the Slice of Day RA framework to enable greater systemwide efficiency and cost savings within the RA program.

Update: OCPA submitted a 'support' letter to the Assembly Utilities and Energy Committee. The bill was passed by the Assembly Utilities and Energy Committee as a Consent item. It has been read twice on the Assembly floor and has been sent to the Appropriations Committee.

AB 1761 (Rogers) – PCIA Data Disclosure

Background: AB 1761 would require that all data used to inform the PCIA calculation and other rate elements from the CPUC and investor-owned utilities (IOUs) be made available to all LSEs and ratepayer advocates on behalf of impacted customers. On April 24, 2026, OCPA submitted a support letter for AB 1761 to the Assembly Appropriations Committee.

Update: The bill was read once on the Senate floor and was passed unanimously by the Senate Energy, Utilities and Communications Committee. OCPA submitted a ‘Support’ letter to the Senate Committee. It will next be heard in the Senate Appropriations Committee.

Additional Legislation of Interest

The legislature continues to express concern about data centers and how their expansion may affect other customers. OCPA is tracking two bills focused on data centers. AB 2383 (Zbur) and SB 886 (Padilla) are both designed to prevent potential cost shifts from data centers to non-data center customers. While OCPA supports this principle, there is language in each that challenges CCA autonomy. The legislature also has an interest in dynamic ratemaking. OCPA is tracking two bills referencing dynamic rates. AB 1787 (Schultz) requires large electrical corporations that request smart meter upgrades to offer customers at least one optional dynamic pricing tariff.

AB 2383 (Zbur) – Data Center Ratemaking

Background: Originally, AB 2383 would give the CPUC jurisdiction over rates charged to large-load customers of LSEs, including OCPA customers. The bill intends to incorporate consumer protections against cost shifting onto non-large-load customers. While OCPA firmly supports this core principle and is open to incorporating related language into statute, OCPA opposes any legislation that would shift ratemaking authority from our board to the CPUC. OCPA submitted an “oppose unless amended” letter to the Assembly Appropriations Committee, and directly to Assemblymembers Tri Ta and Diane Dixon. In this letter, OCPA requested that the bill's author work with CalCCA on amendments to restrict CPUC jurisdiction over ratemaking to the IOUs alone.

Update: This bill was heard in the Assembly Utilities and Energy Committee on April 9, 2026, and passed on a 16-1 vote. Assemblymember Tri Ta voted no on this bill. Following further discussion and amendments, the bill was referred to the Assembly Appropriations Committee on April 14, 2026. The work with the author has been productive as the CPUC ratemaking language has been clarified to assert that the CPUC has no ratemaking authority over the CCAs.

SB 886 (Padilla) – Data Center Ratemaking and Generation Sources

Background: SB 886 also addresses concerns about cost shifting from large energy users to non-large energy users. OCPA supports this principle. However, the bill also stipulates that large energy users prefund a contract of at least 15 years in duration through their LSE and provide dispatchable reliability assets within their LSE's service territory. While neither CalCCA nor OCPA has taken a position on this bill, OCPA holds as a core principle that our governing board shall have authority over our overall rate structures and customer contracting terms. This bill directs the LSEs to use a specific contract type to preclude the potential of a cost shift.

Update: The bill moved to the Assembly and has been voted out of the Assembly Utilities and Energy Committee and has been referred to the Assembly Appropriations Committee. CalCCA continues to work with the author's office to modify the language in the bill.

Regulatory Updates

CPUC Updates

Power Charge Indifference Adjustment Proceeding – Rulemaking 25-02-005

On February 11, 2025, the CPUC issued an Order Instituting Rulemaking (OIR) to initiate a new proceeding related to the Power Charge Indifference Adjustment (PCIA). The OIR was filed as Rulemaking (R.) 25-02-005. There are three tracks to R.25-02-005.

Track 1:

Track 1 was an expedited track focused on potential modifications to the Resource Adequacy (RA) Market Price Benchmark (MPB). The CPUC issued Decision (D.) 25-06-049 on June 26, 2025. Among other details, the decision adopts a single RA MPB using three years of transaction data for the forecast calculation and four years of transaction data for the final calculation.
On July 28th, 2025, the California Community Choice Association (CalCCA) filed an Application for Rehearing (AFR) on Track 1 of the proceeding. CalCCA's AFR focused on CCAs' opposition on the CPUC's MPB calculation methodology for the 2025 Energy Resource Recovery Account (ERRA) True Up, asserting that this amounted to illegal retroactive ratemaking. On October 31, 2025, the CPUC issued D.25-10-061, denying CalCCA's AFR of D.25-06-049.

On December 1, 2025, CalCCA requested that the Court grant the Petition for Review of D.25-06-049 and reverse the Decision on the grounds that (1) the Decision violated the prohibition against retroactive ratemaking; and (2) the Decision's retroactive application to 2025 rates was not supported by adequate findings or substantial evidence in the record.[1]

[1] See https://cal-cca.org/wp-content/uploads/2025/12/Petition-for-Writ-of-Review-with-the-California-Court-of-Appeal.pdf.

On June 25, 2026, the 3rd District Court of Appeals denied CalCCA's Petition for Writ of Review of the CPUC's decision applying the RA MPB modifications retroactively to the 2025 PCIA true-up. The court did not provide reasoning for the denial.

Track 2

On February 3, 2026, the CPUC filed a Scoping Ruling that established the issues to be resolved within Track 2 of the proceeding. Specifically, the Commission will determine whether the proposal to value Pre-2019 Banked Renewable Energy Credits (RECs) at a non-zero amount is consistent with applicable law and Commission precedent. If the CPUC finds as such, it will also determine how any such value should be determined and allocated consistent with indifference principles for all customers.

On March 27, 2026, the CPUC released a Staff Report and Proposals on Pre-2019 Banked RECs.[2] This staff report did not draw a conclusion regarding the balance of indifference between departed and bundled load. The CPUC acknowledges the merits and challenges to the arguments of both CalCCA and the Investor-Owned Utilities (IOUs). The CPUC Offers four Proposals for Valuing Pre-2019 Banked RECs:

1. Load-Share Weighted RPS MPB
2. Department of Energy (DOE) REC Value
3. 50/50 Split
4. Adjusted Weighting Mechanism

On May 12, 2026, CalCCA submitted Testimony on the CPUC's Staff Report. OCPA contributed to the development of the arguments raised in this Testimony. CalCCA reaffirmed its prior stance that the CPUC should value pre-2019 banked RECs at the RPS MPB to maintain indifference principles between bundled and unbundled customers. CalCCA notably stated that if the CPUC chooses not to value pre-2019 banked RECs at the RPS MPB, it should alternatively value these RECs with 90% weighting at the RPS MPB and 10% weighted to a metric that aligns with the value of a Power Content Category (PCC) -3 REC.[3] CalCCA also stated that it did not support any of the four CPUC-proposed methodologies for determining the value of pre-2019 banked RECs because none of the proposals attempted to quantify the value of a pre-2019 banked REC; instead, the proposals sought a compromise between IOU and CCA positions.

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[2] See https://docs.cpuc.ca.gov/SearchRes.aspx?DocFormat=ALL&DocID=603533506.

[3] This aligns with The California Public Advocates Office's (Cal Advocates') comments in its Testimony of Track 2 from March 23, 2026, which argue that the full RPS MPB is likely an overvaluation of pre-2019 banked RECs because these share some characteristics with PCC 3 RECs in that they are unbundled from energy and do not contribute to a Load Serving Entities' Power Content Label.

CalCCA's Opening and Reply Briefs reiterated a similar position, while also referencing additional evidence gathered from the June 2, 2026, Evidentiary Hearing.

The CPUC is expected to release a Proposed Decision (PD) on August 17, 2026, on the valuation of pre-2019 banked RECs.

Track 3

On March 27, 2026, CalCCA submitted comments about issues within scope and data access needs for Track 3. CalCCA's primary argument in these comments was that it is essential that CCAs have equal access to data as the IOU to ensure that all parties submitting recommendations to enhance the PCIA are on equal footing to submit meaningful proposals.[4]

CalCCA submitted reply comments on Track 3 on April 10, 2026. CalCCA's comments pushed back against the IOUs' opening comments, which argued a need to start Track 3 with an expedited phase that covers restricting against negative PCIA values and implementing a similar methodology update to the RPS MPB that was done in 2025 to the RA MPB. CalCCA asserted that the point of Track 3 was to be broader; starting with two issues that are important solely from the IOU perspective is not a fair approach.

The CPUC held three workshops to discuss the Track 3 proceeding. The date and topic of each is listed below:

- June 8, 2026 – A high-level discussion of principles and approaches for achieving indifference.
- June 9, 2026 – Discussion of issues proposed to be included in the scope, with an objective of informing specific scheduling and scoping considerations regarding those issues.
- June 15, 2026 – Data access and confidentiality issues, as well as to conclude discussion of any remaining items from days one and two.

After the workshops on June 18, 2026, the CPUC issued a Ruling Authorizing Party Comments on the Track 3 workshops and related issues. Comments responding to the Ruling are due on July 9, 2026, and Reply Comments are due on July 16, 2026. The CPUC is requesting feedback on the following:

- Whether Day 1 structural changes to the indifference framework should be pursued;
- Prioritization of issues regarding refinements to the PCIA and ERRA; and

[4] Note that one of CalCCA's sponsored bills, Assembly Bill 1761 (Rogers), would require that all data used to inform the PCIA calculation and other rate elements from the CPUC and investor-owned utilities (IOUs) be made available to all LSEs and ratepayer advocates on behalf of impacted customers.

- Comments on data access and a proposed template to be included in the joint case management statement.

Resource Adequacy - R.25-10-003

Background: R.25-10-003 continues the CPUC's oversight of the RA program. The rulemaking establishes forward RA procurement obligations for load-serving entities (LSEs) beginning with the 2027 compliance year and considers structural reforms to the program. R.25-10-003 is the successor to R.23-10-011.

This rulemaking will address the 2027 and 2028 RA compliance years, local RA obligations for the 2027-2029 and 2028-2030 compliance years, and further refinements to the RA Slice of Day (SOD) program.

Track 1 of the proceeding will consider:

1. Adoption of Local Capacity Requirements for 2027-29 compliance years
2. Adoption of Flexible Capacity Requirements for 2027
3. Accreditation for Long-Duration Energy Storage (LDES)
4. Unforced Capacity (UCAP)[5]
5. Accreditation for Solar and Wind Resources
6. Transactability Issues within the Slice of Day Framework
7. Residual Unit Commitment (RUC) for RA Resources
8. Energy Only (EO) Resources[6]

Update: The CPUC's Report on Transactability indicated it did not believe the value of transactability justified the effort to implement it. Despite this disappointing result, CalCCA filed its proposal for RA Slice-of-Day (SOD) Transactability on March 3, 2026. CalCCA pushed back on the CPUC's Transactability Report. CalCCA was the only party to file a proposal.[7]

On June 1, 2026, the CPUC issued a PD on the RA Track 1 issues. First, this PD adopts local capacity requirements, and flexible capacity requirements for 2027-29 and 2027, respectively. The remainder of the PD covers structural changes to the RA program. In this regard, the PD:

- Does not adopt hourly load obligation transactability (LOT).

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[5] This is a new metric being developed that considers outage potential for different resources that could be used for Slice of Day (SOD) accreditation and potentially other aspects of the RA program and more broadly throughout CPUC operations.
[6] This pertains to CalCCA's prior proposal to count co-located EO resources as RA resources.
[7] Note that one of CalCCA's sponsored bills, Senate Bill (SB) 1138 (Padilla), would require the CPUC to permit LSEs to trade RA obligations with each other.

- Adopts CalCCA's and SCE's proposal to count co-located Energy-Only resources for charging sufficiency, but declines to adopt CalCCA's proposal to count energy only resources for RA.
- Addresses issues with energy storage foldback, but does not accept CalCCA's proposal to allow resources to count for full capacity in some hours and derated in other hours to reflect actual operating capabilities of storage.
- Adopts a resource-specific forward charging period based on resource duration and bases charging sufficiency requirements on the Slice of Day worst-day framework.
- Adopts a CPUC proposal on Unforced Capacity (UCAP), which factors in a derating for the amount of forced outages of a resource. This adopts unit-specific UCAP values based on four years of historical data. New units will use class averages with a phase in of unit specific data.
- Maintains the status quo for bidding zero and prohibiting revenue allocation to non-LSEs for Imbalance Reserve (IR) and Reliability Capacity (RC) products.
- Does not consider CalCCA's requested clarification of PG&E's Load Migration Proposal.
- Adopts a meet and confer proposal for large load forecasting. At or prior to the year-ahead forecast meet and confer process, IOUs will provide CCAs with information on customers expected to interconnect in the CCA's service area the following year.
- Adopts CalCCA's proposal to publish the central procurement entity (CPE) data request file and provide clarifications on how the CPEs should be using this data request file.

CalCCA submitted comments on the PD, stating that it errs in several key ways. The most critical arguments are listed below:

- $0 bidding and revenue allocation requirements to LSEs could both drive up RA costs throughout the state and risk requiring the reopening of existing RA contracts to ensure compliance.
    - CalCCA argues such a requirement also seeks to usurp FERC jurisdiction.
- LOT should be approved by the CPUC.
    - LOT is a concept for which CalCCA has heavily advocated since the RA program implemented SOD requirements.
    - CalCCA estimates LOT could save all load serving entities in the state $144-179 million each year.
- A more comprehensive RA allocation process should be established for data center loads as the methodology in the PD is insufficient.
    - CalCCA claims that a meet and confer process, as is currently proposed to assign RA obligations to LSEs, is a useful pathway for information sharing. However, it is insufficient to appropriately and fairly allocate RA

    obligations from data centers given significant uncertainty with data center load forecasts.
    - The CPUC should adopt CalCCA's proposal to address this or clearly define a procedural pathway in Track 2 of the RA proceeding to develop such a mechanism.
- PG&E's load migration proposal should be clarified such that voluntary changes to the effective date of service for a new city in an implementation plan does not require the re-submittal of said implementation plan.
    - Informal agreements should also be able to be reached by a CCA and IOU.

The CPUC held a Ratesetting Deliberative Meeting (RDM) on June 29, 2026 to discuss the PD, before it is voted on at the July 2, 2026, CPUC Voting Meeting. This meeting was closed to the public.

On June 30, 2026, the CPUC filed redline amendments to their RA PD. These redlines include updates to IR and RC requirements. Specifically, the CPUC stated that this requirement applies to contracts executed after the effective date of this decision. The redlines also expand upon the meet-and-confer process for large loads expected to interconnect within a CCA's service territory.

The CPUC voted to approve this PD – D.26-07-008 – at its July 2, 2026, Voting Meeting.

Integrated Resource Planning – R.25-06-019

Background: The Integrated Resource Planning (IRP) process requires the CPUC to identify a resource portfolio to ensure a reliable electric supply while also achieving the clean energy and environmental goals of SB 350 and SB 100. This OIR, issued on July 2, 2025, supersedes R.20-05-003 as the primary venue for CPUC oversight of the IRP process.

R.20-05-003 remains open for purposes of considering a staff proposal on the Reliable and Clean Power Procurement Program (RCPPP) framework, as proposed in the April 25, 2025, Administrative Law Judge's Ruling. Future work or further development and implementation of RCPPP, if adopted, R.25-06-019.

On February 26, 2026, the CPUC issued D.26-02-057, approving a procurement order for 6,000 megawatts (MW) of clean capacity for LSEs statewide. OCPA is now required to procure 25 MW of capacity in each of 2030, 2031, and 2032, for a total of 75 MW.

Out of the 75 MW, OCPA must procure at least 19 MW of clean, firm resources and/or LDES.[8]

Update: On April 6, 2026, the Alliance for Retail Energy Markets, Coalition of California Large Energy Users, the Regents of the University of California, and Shell Energy North America (The Joint Parties) filed an AFR of D.26-02-057. They filed the application on the grounds that the procurement order does not comply with California law. Specifically, they argue that D.26-02-057 disregards the California Public Utilities Code requirement that allocation must be based on "contribution of the load-serving entity's load and resource portfolio to the electrical system conditions that created the need for the procurement."[9] Since there is a cap for electric service providers (ESPs), these parties assert that they should not be allocated capacity within the recent procurement order.

On April 21, 2026, after meeting with OCPA and other members, CalCCA responded to the AFR, arguing that the CPUC should reject it because:

1. The procurement order was issued and allocated to all LSEs due to a system reliability need, not due to projected load growth.
2. Adjustments to procurement order allocation methodology will take time. There is a compressed timeline for LSEs to meet ordered procurement, and the CPUC should not currently spend this time deliberating it. As such, CalCCA asserts that adjustments to the procurement order should occur within the IRP procurement track, RCPPP, when it is launched.
3. The rehearing parties improperly use the rehearing of this procurement order decision as a vehicle to advance a separate policy objective of reevaluating the cap on ESPs.

The Joint Parties filed reply comments on May 4, 2026, attempting to rebuke comments from CalCCA and other parties opposing their AFR.

The CPUC issued a notice on May 20, 2026, for a public workshop on July 23, 2026, which will cover the upcoming Procurement Compliance Staff Proposal Addressing Good Faith Efforts and Net Cost of New Entry (Net CONE).

On June 17, 2026, the CPUC requested a response to a set of questions by parties to the IRP proceeding on the Procurement Compliance Staff Proposal Workshop. Party responses to these questions are due on July 7, 2026.

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[8] These must be energy storage resources that can discharge for at least eight hours continuously.
[9] CA Pub Util Code § 397(a)(1)

SDG&E Application to Withdraw from Energy Efficiency Program Administration - A.25-04-014

Background: On April 25, 2025, SDG&E submitted an application to the CPUC, seeking to discontinue regional EE program administration. Given affordability concerns in the SDG&E region, coupled with the urgency around closing non-cost-effective programs in SDG&E's EE portfolio, SDG&E is filing this Application outside of the normal cadence and cycle. This Application requests a budget reduction of approximately $300 million for 2026-2031.

SDG&E's Application addresses these concerns by proposing to close its regional programs in favor of funding statewide programs led by other Program Administrators and funding SDREN programs, pursuant to D.24-08-003.

SDG&E requested an expedited treatment to the application to implement CPUC guidance prior to its February 2026 energy efficiency portfolio application. On January 23, 2026, once it was clear this was not feasible, SDG&E requested an extension to file its 2028-2035 Energy Efficiency Application until 60 days after issuance of a final Decision in A.25-04-014. On February 10, 2026, the CPUC denied SDG&E's extension request for this, stating that it can reevaluate its Energy Efficiency strategic plan and portfolio after a decision is made.

Update: On May 1, 2026, SDG&E and CalAdvocates filed a Joint Motion for Adoption of a Settlement Agreement to enable SDG&E to withdraw as program administrator for Energy Efficiency programs. This settlement motion proposes 4 key terms:

1. SDG&E's application to withdraw from EE program administration is reasonable, consistent with law, in the public interest, and should be approved.
2. SDG&E should also withdraw from administration of regional Codes and Standards (C&S) programs.
3. New, expanded, or incremental energy efficiency programs and budgets within SDG&E's service territory shall meet the cost-effectiveness requirements applied to IOUs, as required in D.21-05-031 or a future decision that supersedes this one.
4. Settling parties shall submit a joint filing separately to propose the CPUC expedite consideration of cost effectiveness standards statewide that are applied to all portfolio administrators that administer energy efficiency programs with ratepayer funds.

On June 1, 2026, many parties filed comments on the proposed Settlement. Some parties pushed back on the ability for SDG&E to withdraw from Energy Efficiency and Codes & Standards program administration.

Importantly, terms #3 and #4 hold very concerning precedent for Regional Energy Networks (RENs) since many of their programs intend to serve hard to reach segments and disadvantaged communities and many of these programs do not meet traditional cost effectiveness test thresholds but still provide important benefits to communities who need these supportive programs.

Energy Efficiency - R.25-04-010

Background: CCAs can opt-in to an "Elect-to-Administer" (ETA) option where the CCA administers its own cost-effective energy efficiency and conservation programs and receives a portion of the Public Purpose Program budget to do so.

Update: On June 8, 2026, the CPUC released an ALJ Ruling Seeking Comments on a Budget Approach for CCAs that Elect to Administer Energy Efficiency Programs. The proposed budget formula change in the CPUC Ruling are the following:

1. CCA ETA energy efficiency program budgets are determined based on a three-year average of data inputs instead of a single year to stabilize year-to-year fluctuations.
2. The IOUs must report on their actual energy efficiency collections as a portion of their public purpose charge collections in their annual energy efficiency reports to help inform CCA budget calculations, and to help clarify what funds are associated with what types of programs.

On July 1, 2026, OCPA jointly submitted Opening Comments with Clean Energy Alliance (CEA) and San Diego Community Power (SDCP) on behalf of San Diego Regional Energy Network (SDREN) on the CPUC Staff Proposal to Modify the Budget Formula for CCAs' ETA Energy Efficiency Funds.[10]

These comments recommend the CPUC take steps to enable smaller CCAs to more realistically participate in the ETA option by:

1. Adopting the Staff Proposal to calculate ETA funding using a three-year average of Energy Efficiency non-bypassable charge (NBC) collections from a CCA's customers; and
2. Further modifying the ETA budget calculation by including Energy NBC collections for non-IOU program administrators.

Direct Access Rulemaking - R.19-03-009

[10] See https://docs.cpuc.ca.gov/SearchRes.aspx?DocFormat=ALL&DocID=609974085

Background: The Commission opened this OIR in 2019 to implement SB 237 (Hertzberg), which increases the number of gigawatt-hours (GWh) allowed under Direct Access (DA) arrangements for non-residential customers. The bill also directs the CPUC to provide recommendations to the Legislature on whether and how it should resume the DA program for all interested non-residential customers, among other issues. The statute asserts that all existing customers who are on DA as of January 1, 2019, remain authorized to participate in DA. Except for the express authorization for increased DA transactions under SB 237, the previously enacted suspension of DA transactions remained in effect.

On June 3, 2019, the CPUC issued D.19-05-043, establishing the process for apportioning the additional 4,000 GWh of DA among the IOUs. Also pursuant to SB 237 (Hertzberg), on June 29, 2021, the CPUC issued D.21-06-033, recommending no further expansion of the DA program beyond the 4,000 GWh ordered in D.19-05-043.

Update: On April 6, 2026, the Alliance for Retail Energy Markets, California Coalition of Large Energy Users, Direct Access Customer Coalition, Regents of the University of California, Shell Energy North America (US), and Western Power Trading Forum (The Joint Parties) submitted a Petition for Modification (PFM) of D.21-06-033.[11]

The Joint Parties requested that the Commission modify the DA Decision to lift the cap on DA customers, given the recent procurement order which allocated capacity to them. CalCCA filed a response to the PFM on May 6, 2026, which recommends that the CPUC reject the PFM because:

1. The CPUC's prior decision fulfilled its obligations via statute, and there is no legal basis or role in making additional recommendations.
2. Clean energy sales and resource development related drivers of the DA cap have not materially changed; and
3. Claims that DA service is “ideal” for large load customers have not been adequately supported.

OCPA collaborated with CalCCA to develop the comments opposing this PFM and will continue to track this proceeding.

On May 18, 2026, the Joint Parties submitted a Reply, pushing back on CalCCA and other parties who filed responses in opposition of the PFM.

Climate Credit – R.25-07-013

[11] See https://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M604/K025/604025685.PDF.

Background: This OIR was opened on July 24, 2025, to improve the California Climate Credit (Climate Credit). The Climate Credit has historically provided residential and small business customers with semi-annual bill credits using a portion of revenues from the California Cap-and-Trade Program. In 2025, residential customers received, on average, ~$120 from the credit, dispersed in April and October. In 2026, the annual credit amount is anticipated to be closer to $70. The CPUC opened the proceeding to further address affordability and support the California Industry Assistance, which is intended to prevent businesses from relocating to other states without emissions-compliance programs.

Update: On March 19, 2026, the CPUC issued D.26-03-013, pausing the delivery of the residential climate credit until the Commission determines when in 2026 these credits should be distributed. Both the April and October residential credits were paused.
Update: OCPA published a blog post on April 23, 2026, informing its customers of the changes to the Climate Credit in 2026.

On April 30, 2026, the CPUC issued D.26-04-036, which:

- Requires the IOUs to distribute the residential credit in August and September due to these being two of the highest bill months for typical customers throughout California; and
- Requires the IOUs to update messaging on their websites with this info and are mandated to put messaging on-bill during these months, listing the amount of savings and attributing those savings to the Climate Credit and the Cap-and-Invest Program.

On May 18, 2026, the CPUC held a workshop on Phase 1B of the proceeding to address further wholesale changes to Climate Credit for 2027 and beyond. CalCCA attended this workshop on behalf of OCPA and all CCAs. CalCCA asserted that the schedule was ambitious, and it might be preferable to narrow it to a handful of proposals (~4-5) so they can be evaluated in greater depth to determine potential impacts.

On June 29, 2026, the CPUC issued an Assigned Commissioner's Ruling to provide direction on Phase 1B and set its schedule. The Ruling requests feedback on (1) the establishment of guiding principles or objectives for the residential Climate Credit, (2) whether the Residential gas and electric Climate Credit should be changed at all, (3) whether there should be changes on Climate Credit outreach, and (4) implementation and costs of any of the other proposed modifications in this phase of the proceeding.

Notably, Assigned Commissioner Reynolds proposed four potential concepts for modifying the residential Climate Credit.

1. **Baseline Usage Tier** – Under this approach, the credit remains a flat credit, but the number of credits a customer can receive varies based on whether they exceed their baseline usage amount. Customers that used less than their baseline amount of usage on average in the prior year would receive one credit per distribution. Customers that used more than the baseline amount of usage on average would receive an additional credit per distribution. CARE customers that used more than the baseline amount would receive yet another credit.
    - There is concern with additional assistance going to higher-income customers in hot zones under such an approach.
2. **Climate Zone Tier** – This approach would similarly provide a flat credit, but the number of credits received per distribution would vary depending on the customer's climate zone. Under the CPUC's concept, customers in a "Cooler zone" would receive one credit, customers in a "median zone" would receive two credits, and customers in a "hotter zone" would receive three credits.[12]
3. **Additional Assistance Based on Greater Need** – For either of the above options, adjustments could be made to provide more support for specific groups such as low-income customers, customers subject to arrearages, customers on medical baselines, or other specific groups.
4. **A Purely Volumetric Approach** – This would result in changing the fixed Climate Credit to a volumetric credit, which would provide a per kWh credit directly tied to a customer's consumption.

OCPA will continue to advocate for enhancing the Climate Credit with a focus on affordability for our customers and on maintaining the existing approach of providing the Climate Credit to all California ratepayers.

CEC Updates

Load Management Standards (23-LMS-01)

Background: The CEC's Load Management Standards (LMS) have four primary requirements:

1. The California Energy Commission (CEC), large utilities and community choice aggregators maintain the accuracy of existing and future time-varying rates in the publicly available and machine-readable Market Informed Demand Automation Server (MIDAS) rate database.

[12] See https://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M609/K606/609606098.PDF

2. Large utilities and CCAs develop a standard rate-information access tool to support third-party services.
3. Large utilities and CCAs develop and submit locational rates that change at least hourly to reflect marginal wholesale costs.
4. Large utilities and CCAs integrate information about new time-varying rates and automation technologies into existing customer education and outreach programs.

Update: OCPA submitted its updated LMS Report on March 13, 2026. This report provided the CEC with an update on OCPA's progress in developing and implementing a dynamic rate. OCPA's dynamic rate will initially be released as a pilot for commercial and industrial customers, as these customer groups are likely to be better equipped to save on their bills through this pilot via autonomation and/or dedicated energy managers who routinely monitor electricity consumption. Pilot participants will also be provided with risk-free access, such that their bills will not exceed what they would have under OCPA's standard time-of-use (TOU) rate.

OCPA's LMS Plan Update was approved at the CEC's May 13, 2026, Business Meeting. As a result, OCPA's first annual LMS compliance report will be due on May 13, 2027.

CARB Updates

Cap and Investment Program
Background: CARB introduced the RPS Adjustment into regulation for the Cap and Investment Program in 2010. The RPS Adjustment reduces the compliance obligations for the Cap and Investment program for PCC-2 RECs based on the quantity of MWh procured from eligible renewable energy resources that were not directly delivered to California. PCC-2 RECs are bundled RPS products where the renewable energy itself isn't directly scheduled into a California balancing authority but is instead "firmed and shaped" by pairing it with an equivalent quantity of substitute (typically non-renewable) energy that is delivered into a California balancing authority.
Update: On April 14, 2026, CARB released an amended regulation to the RPS adjustment that would effectively accelerate sunsetting the provision from the end of 2030 to the end of 2026. Such an amendment would render PCC-2 RECs uneconomic and would likely drive up the costs of RPS compliance for LSEs from 2027 to 2030. CalCCA submitted comments requesting an exception for contracts executed prior to the issuance of the proposed sunsetting of the RPS Adjustment. Many LSEs signed contracts for PCC-2 RECs with the understanding that the RPS Adjustment would remain in place, so it is reasonable to allow these contracts to use the RPS Adjustment as originally planned.

On May 29, 2026, the CARB Board voted to approve amendments to the Regulation for California's Cap and Invest Program. The CARB board also voted to approve amendments to strengthen data reporting requirements and effectiveness for mandatory GHG emissions reporting.

The CARB Board indicated minor redlines were provided to the Cap and Invest amendments on the morning of May 28, 2026. These redlines have not yet been posted within the Cap and Invest docket on the CARB website.

Based on the language from the April 14, 2026, proposed regulation amendments, amendments to the Cap and Invest Program will:

- Accelerate the sunset of the RPS Adjustment provision
- Implement more stringent carbon allowance budgets
  - 118 million allowances will go away in 2027-30.
  - 900 million allowances will go away from 2030-2045.
- Transition many allowances from natural gas to electric utilities
- Adjust allowance value allocations as follows:
  - $10 billion for utility ratepayers, which will result in an increased electric Climate Credit for OCPA customers
  - $8 billion for the Greenhouse Gas Reduction Fund (GGRF)
  - $4 billion in compliance support for industry to minimize emissions leakage risk
  - $4 billion for the Manufacturing Decarbonization Incentive (MDI)

Once the Office of Administrative Law (OAL) approves the regulation change, the amendments will be accepted into statute.

CAISO Updates

Transmission Planning Process (TPP)

Background: Each year, the ISO conducts its transmission planning process to identify potential system limitations and opportunities for system reinforcements that improve reliability and efficiency. The core work product of the transmission planning process is the ISO Transmission Plan, which provides an evaluation of the ISO control grid, examines conventional grid reliability requirements and projects, summarizes key collaborative activities, and provides details on key study areas and associated findings.
Update: On May 19, 2026, the CAISO Board of Governors approved its Revised 2025-2026 Transmission Plan.[13] The plan identifies $6.7 billion in investments across 38

[13] See https://www.caiso.com/about/news/news-releases/iso-board-of-governors-approves-2025-2026-transmission-plan?utm_source=linkedin&utm_medium=social&utm_campaign=news_release_iso_board_approves_2025_2026_transmission_plan_may_2026.

transmission projects with lead times of 8 to 10 years. The transmission investments and expansion presented in the plan are based on the additional transmission needed to:

- Reduce congestion that can sometimes block the availability of lower-cost power,
- Accommodate the additional load forecast by the Energy Commission of 15 GW by 2035 and 20 GW by 2040, and
- Accommodate additional capacity needs forecast by the CPUC of 74 GW by 2035 and 107 GW by 2040.

Extended Day-Ahead Market

Background: The Extended Day-Ahead Market (EDAM) initiative will develop an approach to extend participation in the day-ahead market to the Western Energy Imbalance Market (WEIM) entities in a framework similar to the existing WEIM approach for the real-time market, rather than requiring full integration into the California ISO balancing area. EDAM will improve market efficiency by integrating renewable resources using day-ahead unit commitment and scheduling across a larger area.

Since its 2014 launch, the Western Energy Imbalance Market (WEIM) has balanced electricity supply and demand every five minutes using the lowest-cost energy across a large, interconnected footprint. By expanding regional coordination into the day-ahead timeframe, when most electricity deliveries are planned, EDAM will enable larger-scale and regionally coordinated day-ahead planning. This allows operators to make more optimized resource commitments and transmission usage across major supply and load centers, better preparing the system to meet real-time needs and improve both efficiency and reliability.

The Southwest Power Pool's (SPP) Markets+, which is scheduled to go live in October 2027, is an alternative to EDAM. To date, Arizona Public Service, Bonneville Power Administration, Chelan County PUD, Grant County PUD, Powerex, Salt River Project, Tacoma Power, and Tucson Electric Power have committed to SPP's Markets+.

Update: On May 1, 2026, the CAISO and PacifiCorp successfully launched the EDAM. Through EDAM, millions of electricity consumers will benefit from coordinated day-ahead operations across the region. EDAM is also positioned for steady expansion. Portland General Electric has signed an implementation agreement and is scheduled to begin participating in October. Other utilities have agreed to join EDAM in 2027, namely LADWP, BANC (including SMUD), the Public Service Company of New Mexico, and the

Turlock Irrigation District. NV Energy and Imperial Irrigation District are slated to join in 2028.

FERC Updates

Large Loads: Advanced Notice of Proposed Rulemaking

Background: On October 23, 2025, the Secretary of Energy released an Advanced Notice of Proposed Rulemaking (ANOPR) related to large loads. The ANOPR directed the Commission to consider “potential reforms to ensure the timely and orderly interconnection of large loads to the transmission system.” There are concerns that this rulemaking could encroach on areas that have traditionally fallen within the states’ primary jurisdiction. Historically, FERC has declined to assert jurisdiction over interconnections, which, along with retail service terms, cost allocation, and resource planning for load growth, have long been within the purview of state regulators under Section 201(b) of the Federal Power Act.

Update: FERC noted that it will act on this docket by the end of June 2026, as stated in a Commission Order issued on April 16, 2026. FERC does not intend this anticipated decision to discourage public utilities from making separate filings to address large load issues. OCPA will continue to monitor this ANOPR in case there are impacts upon the organization and its operations.

FISCAL IMPACT

None.

ATTACHMENT(S)

None.

ORANGE COUNTY POWER AUTHORITY

Staff Report – Item 7.4

To: Orange County Power Authority Board of Directors

From: Saul Viramontes, Administrative Services Manager

Approved by: Joe Mosca, Chief Executive Officer

Subject: 2026-27 STRATEGIC PLAN MONTHLY UPDATE

Date: July 13, 2026

STRATEGIC GOALS

☒ Enrich & Grow the OCPA Community
☒ Prioritize Fiscal Sustainability & Affordability
☒ Design & Deploy Community-Aligned Customer Programs
☒ Energize Our Community with Renewable Energy Sources
☒ Raise Awareness of Community Energy & Advocate for Our Customers
☐ Not Applicable

RECOMMENDED ACTION(S)

Receive and file.

BACKGROUND

On April 13, 2026, the Orange County Power Authority (OCPA) Board of Directors (Board) approved the 2026-27 Strategic Plan. This strategic plan marks the fourth iteration of the OCPA strategic planning process. This year's strategic plan includes five (5) strategic goals and 13 objectives. Board-level updates are included in the monthly agenda as a regular reporting process.

The strategic plan is available online at – https://www.ocpower.org/strategic-plan

2026-27 Strategic Goals

1. Enrich and Grow the OCPA Community
2. Prioritize Fiscal Sustainability and Affordability

3. Design and Deploy Community-Aligned Customer Programs
4. Energize Our Community with Renewable Energy Sources
5. Raise Awareness of Community Energy & Advocating for Our Customers

OBJECTIVE	STATUS	UPDATE
1.1 — Expand awareness of OCPA through targeted outreach to prospective member cities and regional organizations	In Progress	OCPA continues to advance stakeholder outreach efforts, completing more than 20 presentations across Orange County during FY 2025/26, maintaining regular engagement with prospective member city stakeholders, and providing ongoing message development and stakeholder engagement materials to support future outreach activities.
1.2 — Develop educational programs and partnerships promoting renewable energy understanding across age groups	In Progress	OCPA completed development of its K–12 renewable energy curriculum, which will be available for the 2026–27 school year. Educational outreach efforts are expanding through a youth internship program currently supporting two summer interns, while planning is underway for additional community academy and leadership-focused educational programs to be launched during the fiscal year.
2.1 — Deliver a financially sustainable 2027 rate and product framework grounded in cost-of-service analysis, product pathway evaluation, and disciplined cost management	In Progress	OCPA has completed key foundational phases of its 2027 rate-setting process, including the launch of the cost-of-service workplan, evaluation of product pathway options, development of supporting financial scenarios, and completion of a draft cost-of-service model with an initial Board briefing. Staff is currently incorporating Board and legal feedback into product pathway refinements and financial analyses, with rate design development, customer impact evaluations, and final Board consideration scheduled later this year.
2.2 — Advance credit rating readiness and innovative financing strategies to position OCPA for a potential public credit rating process in 2028	Not Started	
3.1 — Implement customer programs informed by the community power plan, with focus	In Progress	OCPA is advancing implementation of Community Power Plan priorities through a FY 2026/27 program portfolio that includes

on equity and underserved populations		three new customer programs designed to serve the agency's diverse customer base. Efforts remain focused on expanding access for underserved populations, including the upcoming launch of the Green Discount Program, while staff continues to strengthen partnerships with community-based organizations to broaden outreach and increase program participation.
3.2 — Grow grant and program participation year-over-year	In Progress	Programs are seeing strong interest; 2026 Bright Futures Grant is underway.
3.3 — Strengthen community outreach to provide customers with access to OCPA programs and resources	In Progress	OCPA continues to enhance customer access to energy programs and resources through expanded outreach infrastructure and partnerships. A dedicated online resource hub for income-qualified energy programs has been launched, and staff is actively developing community partnerships to support customer engagement and program awareness, including outreach efforts for the state-funded Equitable Building Decarbonization Direct Install program. https://www.ocpower.org/energy-programs/income-qualified-energy-programs/
4.1 — Maintain a diversified, cost-effective power portfolio with risk management protocols that adapt to market conditions	In Progress	Team discussions and reviews are underway to establish risk management protocols; timing of long-term power solicitations is being strategically considered, and joint procurement discussions with partner agencies have begun. Benchmarking against statewide metrics is advancing with the 2025 Power Source Disclosure report completed; the Integrated Resource Plan for 2026 is being drafted for Board presentation.
4.2 — Advance local generation and storage programs through partnerships with member agencies and clean technology providers	In Progress	OCPA continues to advance local clean energy and storage initiatives through implementation of its DAC-GT program and ongoing engagement with developers and clean technology providers. The DAC-GT solicitation has been submitted to the California Public Utilities Commission for approval, while staff is actively evaluating potential project opportunities and technology solutions to support program objectives,

		regulatory compliance, and customer affordability goals.
4.3 — Collaborate with other CCAs on joint procurement, shared resources, and knowledge exchange	In Progress	OCPA has expanded its collaborative relationships with other Community Choice Aggregators by executing key energy trading and renewable energy credit agreements with Clean Power Alliance, Clean Energy Alliance, and Dynasty Power. Staff continues to pursue additional partnership opportunities focused on joint procurement, bilateral trading, and operational benchmarking, while evaluating industry best practices to strengthen organizational capabilities and support long-term portfolio management objectives.
5.1 — Strengthen community engagement through culturally-inclusive events, networking, and business outreach	In Progress	OCPA closes FY25/26 having tabled approximately 30 community events and conducting around 20 presentations to organizations and communities across OC.
5.2 — Advance regulatory and legislative advocacy to enhance affordability for our customers, protect our customers' interests, and support CCA-favorable policy outcomes	In Progress	Stakeholder mapping and policy risk assessment tools are in development. Advocacy accomplishment tracker and an Energy Policy 101 resource have high-level drafts completed. Efforts continue to categorize impacts and refine strategic outreach.
5.3 — Equip board members with tools, training, and structured support for effective policy engagement	In Progress	Efforts to engage prospective cities are in progress, and planning is underway for Board member study sessions and materials. Trifold brochure available; new materials forthcoming upon request.

Attachments

None.

ORANGE COUNTY POWER AUTHORITY

Staff Report – Item 8.1

To:	Orange County Power Authority Board of Directors
From:	Roger Palacios, Secretary of the Board
Approved by:	Joe Mosca, Chief Executive Officer
Subject:	2026 BIENNIAL CONFLICT OF INTEREST CODE REVIEW
Date:	July 13, 2026

STRATEGIC GOALS

☐ Enrich & Grow the OCPA Community
☐ Prioritize Fiscal Sustainability & Affordability
☐ Design & Deploy Community-Aligned Customer Programs
☐ Energize Our Community with Renewable Energy Sources
☐ Raise Awareness of Community Energy & Advocate for Our Customers
☒ Not Applicable

RECOMMENDED ACTION(S)

1. Adopt Resolution No. 2026-XX: A Resolution of the Board of Directors of Orange County Power Authority Adopting an Amended Conflict of Interest Code Pursuant to the Political Reform Act of 1974
2. Directing submittal to the Authority's code-reviewing body for approval.

BACKGROUND

The Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), requires all public agencies to adopt and maintain a Conflict of Interest Code. The Act further requires that agencies regularly review and update their Codes as necessary when directed by the code-reviewing body or when change is necessitated by changed circumstances (Sections 87306 and 87306.5). The Orange County Board of Supervisors is the Authority's code-reviewing body and directs that the Code be reviewed biennially as required under the Act.

DISCUSSION / ANALYSIS

SUMMARY

Pursuant to Section 87306.5 of the Political Reform Act (the "Act"), the Orange County Board of Supervisors directed the Authority to: (1) conduct a review of the Authority's Conflict of Interest Code ("Code") to determine if a change in the Code was necessary and (2) amend the Authority's Code pursuant to the Act, if necessary.

During the review process, staff found that updates and amendments to the Code are necessary to includes new positions that must be designated, revise disclosure categories, revise the titles of existing positions, deletes positions that have been abolished and/or positions that no longer make or participate in making governmental decisions and update the language to reflect newly passed SB 852 revising form 700 filing requirements for Public Officials who manage public investments.

FISCAL IMPACT

None.

ATTACHMENT(S)

1. Resolution No. 2026-XX: Resolution of the Board of Directors of Orange County Power Authority Adopting a Revised Conflict of Interest Code Pursuant to the Political Reform Act of 1974
2. Legislative (redlined) version of proposed amended Conflict of Interest Code
3. Legislative (clean) version of proposed amended Conflict of Interest Code

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY POWER AUTHORITY ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the Legislature of the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the Orange County Power Authority (the "Authority"), and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the Board of Directors adopted a Conflict of Interest Code (the "Code") on May 12, 2025, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the Authority have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Authority's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the Authority being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting, and of consideration by the Board of Directors of the proposed amended Code was provided each affected designated employee and publicly posted for review at the offices of the Authority; and

WHEREAS, the Authority's proposed amendment includes new positions that must be designated, revise disclosure categories, revise the titles of existing positions, deletes positions that have been abolished and/or positions that no longer make or participate in making governmental decisions and update the language to reflect newly passed SB 852 revising form 700 filing requirements for Public Officials who manage public investments; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the Authority on July 13, 2026, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Orange County Power Authority that the Board of Directors does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Board Secretary and available for inspection to the public during regular business hours;

BE IT FURTHER RESOLVED that the said amended Conflict of Interest Code shall be submitted to the Board of Supervisors of the County of Orange for approval and said Code shall become effective upon approval by the Board of Supervisors, as submitted.

APPROVED AND ADOPTED by the Board of Directors of Orange County Power Authority on this 13th day of July 2026.

ATTEST:

_________________________	_________________________
Chair, Board of Directors Orange County Power Authority	Clerk, Board of Directors Orange County Power Authority

AYES: _____NAYS: _____ABSENT: _____ ABSTAIN: ______

CONFLICT OF INTEREST CODE OF ORANGE COUNTY POWER AUTHORITY

(Amended ~~May 12, 2025~~ July 13, 2026)

The Political Reform Act (Government~~.~~ Code ~~§~~ Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California~~.~~ Code of Regulations~~. §~~ Section 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of **Orange County Power Authority (Authority).**

~~All officials and designated positions required to submit a statement of economic interests shall file their statements with the Board Secretary as the Authority's Filing Officer. The Board Secretary shall make and retain a copy of all statements filed by the Board of Directors and Chief Executive Officer, and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of Orange. The Chief Executive Officer shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code§ 81008.)~~

Officials Who Manage Public Investments shall electronically file their annual statements of economic interests directly with the Fair Political Practices Commission. Individuals holding designated positions shall file their statements of economic interests with the Authority, which will make the statements available for public inspection and reproduction. (Government Code Section 81008.)

APPENDIX

CONFLICT OF INTEREST CODE
OF
ORANGE COUNTY POWER AUTHORITY

(**Amended ~~May 12, 2025~~ July 13, 2026**)

PART "A"

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3(b), are NOT subject to the Authority's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

It has been determined that the positions listed below are Officials who manage public investments[1]. These positions are listed here for informational purposes only.

Board of Directors

Board of Directors, Alternate(s)

Chief Executive Officer

Chief Financial Officer (Treasurer/Auditor)

Chief Operating Officer

~~Treasurer/Auditor~~

~~Investment Consultant~~

[1] Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Analysts "ALL" (Various Departments)	5
~~Controller~~	~~1, 2~~
General Counsel	1, 2
All Directors (Various Departments/Divisions)	
Director of Communications & External Affairs	1, 2
Director of Finance & Data Analytics	1, 2
Director of Power Resources	1, 2
All Managers (Various Departments/Divisions)	
Administrative Services Manager	5
Community Engagement Manager	5
Data & Systems Manager	5
Energy Programs Manager	5
External Affairs Manager	3, 4
Finance & Risk Manager	5
~~Policy Advisor~~	~~5~~
Rate ~~and Billings Operations~~ & Revenue Manager	5
Regulatory & Legislative Manager	3, 4
~~Trading Manager~~ Power Portfolio Manager	5

Consultants and New Positions[2]

[2] Individuals serving as a consultant as defined in FPPC Reg 18700.3(a) or in a new position created since the code was last approved that makes or participates in the making of decisions must file under the broadest disclosure category set forth in this code subject to the following limitation:

The Chief Executive Officer may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document (Gov. Code §82019; Regs 18219 and 18734). The general manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Gov. Code §81008).

PART "B"
DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the designated is assigned.[3] "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of the Authority.

Category 1: All investments, ~~and~~ business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that are located in, do business in or own real property within the jurisdiction of the Authority.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the Authority, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments, ~~and~~ business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the Authority.

Category 4: All investments, ~~and~~ business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of ~~a~~ the type purchased or leased by the Authority.

Category 5: All investments, ~~and~~ business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of ~~a~~ the type purchased or leased by the designated position's department, unit or division.

[3] This conflict of interest code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

CONFLICT OF INTEREST CODE OF ORANGE COUNTY POWER AUTHORITY

(Amended July 13, 2026)

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulation Section 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of **Orange County Power Authority (Authority).**

Officials Who Manage Public Investments shall electronically file their annual statements of economic interests directly with the Fair Political Practices Commission. Individuals holding designated positions shall file their statements of economic interests with the Authority, which will make the statements available for public inspection and reproduction. (Government Code Section 81008.)

APPENDIX

CONFLICT OF INTEREST CODE
OF
ORANGE COUNTY POWER AUTHORITY

(**Amended July 13, 2026**)

PART "A"

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

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DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Analysts "ALL" (Various Departments)	5
General Counsel	1, 2
All Directors (Various Departments/Divisions)	
Director of Communications & External Affairs	1, 2
Director of Finance & Data Analytics	1, 2
Director of Power Resources	1, 2
All Managers (Various Departments/Divisions)	
Administrative Services Manager	5
Community Engagement Manager	5
Data & Systems Manager	5
Energy Programs Manager	5
External Affairs Manager	3, 4
Finance & Risk Manager	5
Rate & Revenue Manager	5
Regulatory & Legislative Manager	3, 4
Power Portfolio Manager	5
Consultants and New Positions[2]	

[2] Individuals serving as a consultant as defined in FPPC Reg 18700.3(a) or in a new position created since the code was last approved that makes or participates in the making of decisions must file under the broadest disclosure category set forth in this code subject to the following limitation:

The Chief Executive Officer may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document (Gov. Code §82019; Regs 18219 and 18734). The general manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Gov. Code §81008).

PART "B"
DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the designated is assigned.[3] "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of the Authority.

Category 1: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that are located in, do business in or own real property within the jurisdiction of the Authority.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the Authority, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the Authority.

Category 4: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of the type purchased or leased by the Authority.

Category 5: All investments, business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of the type purchased or leased by the designated position's department, unit or division.

[3] This conflict of interest code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

ORANGE COUNTY POWER AUTHORITY

Staff Report – Item 8.2

To:	Orange County Power Authority Board of Directors
From:	Jacquie Henderson, Director of Communications and External Affairs Pranesh Venugopal, Energy Programs Manager
Approved by:	Joe Mosca, Chief Executive Officer
Subject:	Fiscal Year 2026-27 Program Portfolio and Home Energy Audit Training Program Overview
Date:	July 13, 2026

STRATEGIC GOALS

☐ Enrich & Grow the OCPA Community
☐ Prioritize Fiscal Sustainability & Affordability
☒ Design & Deploy Community-Aligned Customer Programs
☐ Energize Our Community with Renewable Energy Sources
☐ Raise Awareness of Community Energy & Advocate for Our Customers
☐ Not Applicable

RECOMMENDED ACTION(S)

Receive and File.

BACKGROUND

OCPA's Community Power Plan identified opportunities for energy programs that respond to community needs, reduce participation barriers, and support practical energy efficiency, electrification, and load management actions. For Fiscal Year 2026–27, staff is advancing a customer program portfolio that supports OCPA's diverse customer base including small businesses, renters, rental property owners and managers, single-family households, and local energy and building professionals. Together, these programs are intended to create a phased pathway from outreach and education to technical assistance, incentives, implementation support, and future program participation.

DISCUSSION / ANALYSIS

FY 2026–27 Program Portfolio

The FY 2026–27 customer program portfolio includes near-term workforce development, small business support, rental property improvements, renter-focused equipment support, and residential home energy audits. The programs in development are below alongside the target timeline

Home Energy Audit Training (workforce development)	Q3 2026
Small Business Energy Incentive	Q3 2026
Rental Property Improvement	Q4 2026
Renter Energy Efficiency Program (round two)	Q1 2027
Home Energy Audit	Q2 2027

- The Home Energy Audit Training workforce development is intended to build a local pool of Home Energy Score assessors and support future residential audit work.
- The Small Business Program is intended to provide support through a suite of options including bill analysis, energy assessments, equipment incentives, and installation support.
- The Rental Property Improvement Program is intended to reach renters through property management-driven upgrades, including smart thermostats, ceiling fans, and lighting controls.
- The Renter Energy Efficiency Program will be funded for a second round of incentives, providing renter-focused support that incorporates lessons learned from the first round.
- The Home Energy Audit Program is intended to help households identify energy savings, comfort improvements, load shifting opportunities, and available incentives through a customized audit pathway.

Small Business Program

The Small Business Program is identified as a high-priority Community Power Plan program and is being designed to serve OCPA's small business customers. OCPA has approximately 20,000 small business customers, including businesses in health and wellness, food service, small offices, professional services, customer-facing service businesses, and retail. The plan is to launch this program in Q4 of 2026.

The program's core strategy is to create a turnkey pathway for small business energy support by providing a menu of services from which each business can select services based on their specific needs. The program is currently focused on small commercial GS-1 customers with less than 20 kW peak demand or charge, subject to confirmation. Implementation is expected to layer SoCalREN-funded services with OCPA-funded to provide enhanced support through an additional funding source.

Services include: utility bill analysis funded by SoCalREN, energy assessments funded by SoCalREN to identify low-cost actions and upgrade opportunities, incentives for equipment and installation support funded by OCPA, and implementation support through SoCalREN-funded vendor and contractor matchmaking. Businesses may opt into one or more services depending on need, readiness, and eligibility.

The proposed incentive structure is 100% of eligible equipment cost and 50% of eligible installation cost, up to $4,000 per business. Incentives may be available to the contractor or customer, subject to final program design. Eligible opportunities may include behavioral strategies, low-cost efficiency measures, refrigeration controls, building envelope improvements, and other energy-saving or load-shifting technologies. Examples include HVAC scheduling, thermostat adjustments, equipment shutdown, occupancy sensors, LED lighting, smart thermostats, HVAC filters, insulation, reflective roof coating, window films, portable batteries, fans, thermal storage, and gas-to-electric equipment replacement. Final eligibility will be refined to avoid duplication with other available incentive programs. Enrollment in the OCPA 100% Renewable Choice plan will also be encouraged through this program.

Program goals currently include enrolling 75 businesses in utility bill analysis, completing audits for 75 businesses, installing 50 projects, providing external incentive support to 20 businesses, achieving more than 20% participation from underserved segments, and achieving customer satisfaction above 90%. Tracking is expected to occur through the enrollment portal, implementer reporting, and post-participation surveys.

Rental Property Improvement Program

The Rental Property Improvement Program is designed to reach renters by working through property management partners that can deploy upgrades across multiple units at once. The program complements the Renter Energy Efficiency Program by shifting from a direct-to-renter model to a property-management model that can accelerate upgrades across buildings and portfolios. The plan is to launch this program in Q4 of 2026.

The program is intended to address renter access barriers. Renters often have limited control over in-unit equipment, even when that equipment affects comfort and monthly bills. The Community Power Plan identified the need to address renter access barriers and expand practical program options. Property-level participation allows upgrades to be delivered across multiple units without relying on one household at a time.

The program is not intended for OCPA to initiate capital projects for property owners. Instead, the program is positioned to accelerate energy-focused improvements that property managers are already willing to consider. The program may move eligible projects forward by reducing upfront equipment cost barriers, encourage broader deployment across additional units and properties, and prioritize energy savings, comfort, and future demand response readiness. The program can also generate property-level data to inform future multifamily, energy efficiency, electrification, and demand response offerings.

For planning purposes, staff identified smart thermostats, ceiling fans, and lighting controls as examples of measures that may be relatively easy for property managers to implement using in-house maintenance staff. These examples are intended to provide a point of reference for program design and incentive planning, rather than limit the program to these measures or establish them as the only targeted upgrades. Based on preliminary cost estimates, smart thermostats could support HVAC optimization and provide an entry point for demand response education, with a planning incentive of approximately $50 per unit. Ceiling fans could improve comfort and reduce air conditioning reliance through improved air circulation, with a planning incentive of approximately $200 per unit. Lighting controls, such as motion sensors, could reduce unnecessary lighting energy use in eligible areas, with a planning incentive of approximately $25 per unit. Common-area measures may be eligible if the common-area electric account is served by OCPA or if OCPA determines the measure primarily benefits OCPA-served residential tenants. Incentives for common-area measures would be determined based on the measure. OCPA may also approve additional efficiency or load flexibility technologies on a case-by-case basis where similar measures are not already incentivized elsewhere. The current incentive guidelines include up to 50% of equipment or material cost for equipment that does not require additional installation costs, such as smart thermostats and lighting controls, and up to 100% of equipment or material cost for equipment that requires significant installation costs, such as ceiling fans. Ineligible costs include internal labor, administrative overhead, tenant coordination, shipping markups, unrelated repairs, and costs outside the approved scope.

Eligibility is intended to focus on upgrades from older or less efficient equipment. Replacing an existing smart thermostat is generally not eligible, including if it is non-operational. The proposed equipment must be new, commercially available, and meet applicable efficiency standards, including ENERGY STAR where applicable. Used or refurbished equipment is not eligible. Occupied units need to be OCPA customers. Service verification may not be required if units are vacant at application or installation. The current target is 500 units reached.

Renter Energy Efficiency Program - Round Two

The Renter Energy Efficiency Program was designed to bring renters easy access to clean, electric home comfort without landlord approval, wiring changes, or added costs. Each offering included a portable heat pump for room-by-room heating and cooling and a plug-in backup battery to support essential devices during outages.

From March through May 2026, the first round of program funded served 250 residents. The demographic results show 28% participants from Buena Park, 32% from Fullerton, and 40% from Irvine. The program also reached over 85% customers in the program priority customer segments namely: CARE, FERA, Medical Baseline and those with no existing air conditioning systems.

Future considerations include ensuring inventory capacity in the market for selected equipment models, allowing customers to select one or more equipment types rather than requiring a bundled package, and ensuring greater customer awareness of equipment size and weight.

Home Energy Audit Program

The Home Energy Audit Program will leverage the BayREN and StopWaste Home Energy Score framework, with OCPA layering a $250 incentive to offset typical audit costs. Typical audit costs range from approximately $350 to $750 per home, and BayREN provides a discount of up to $250.

The program objective is to help OCPA households identify energy savings, comfort improvements, and practical bill-management strategies. The customer pathway is intended to create a clearer progression from customer education to audit recommendations, incentives, and future program participation.

The program is intended to address an existing program gap. Most audit programs for homeowners are limited to disadvantaged communities or other targeted categories. Single-family homes were identified as a gap in relation to the renter-focused programs. A home audit can turn general interest in savings into a prioritized list of actions. Home Energy Score studies indicate that 8% to 23% of customers implement energy efficiency measures after receiving a score.

Eligible facilities are expected to include single-family homes representing approximately 80,000 OCPA households. Home Energy Score measures may include insulation, air tightness, duct sealing, HVAC replacement, water heating, windows, and roof reflectance. OCPA optional measures may include load shifting, plug load usage, thermostat adjustment, optimal hot water usage, and incentive finder or other program referrals. The program can pair technical recommendations with practical, low-cost actions that customers can use immediately.

Implementation may be done through an assessor or through a contracted third party; both options are under consideration. Under the assessor approach, OCPA would identify and contract with Home Energy Score assessors, which may provide more control over outreach, reporting, and payment. For the contractor approach, OCPA has been looking into Sabreez, a customer engagement platform that helps residents understand when electricity is potentially more cost-effective to use. Through its Clean Energy Forecast, Sabreez gives customers simple timing guidance so they can shift flexible energy use, such as electric vehicle charging, laundry, dishwashing, thermostat adjustments, or battery charging, to better times of the day.

Home Energy Audit Training Program

The Home Energy Audit Training (HEAT) Program is preparing to launch and will support the Home Energy Audit Program. OCPA's Community Power Plan identified comprehensive energy efficiency and electrification as a high-priority initiative. This program supports local training and development for professionals, helping establish a local Home Energy Score (HES) assessor network that can provide customer-facing education, and support future residential energy audit programs. Outreach for this program will also help OCPA establish relationships with local sustainability, energy efficiency, and electrification professionals.

HES was created by the U.S. Department of Energy and provides a simple 1-to-10 energy efficiency score for homes. It is intended for single-family homes and townhomes, serving homeowners and homebuyers. HES provides a standardized energy efficiency score with recommended improvements and estimated energy savings. The statewide California HES initiative is implemented by the Bay Area Regional Energy Network (BayREN) and is currently expanding geographically to support assessor recruitment, training, outreach, and implementation.

Formed in 2013, BayREN is a coalition of the nine counties that make up the San Francisco Bay Area. Administered by the Association of Bay Area Governments, BayREN runs CPUC-approved and funded energy efficiency and electrification programs primarily across the nine Bay Area counties. StopWaste, the Alameda County representative for BayREN, is the Program Lead for HES California, with Earth Advantage as the program implementer.

The program goal is to support 10 existing Orange County energy professionals, with reimbursement of up to $250 per assessor, for a total budget of $2,500. The reimbursement is intended to offset the cost of one (1) entry-level certification needed to enter the assessor pathway. The HEAT approach is to recruit existing Orange County-based energy and building professionals rather than train new workers from the beginning. The program will use a performance-based reimbursement structure where OCPA pays after completion and documentation. The estimated timeline is approximately six months.

The HES assessor pathway is supported through BayREN and Earth Advantage. Credential examples include American Society of Home Inspectors (ASHI) Inspector, California Real Estate Inspection Association Home Inspector, Building Performance Institute (BPI) certificates. The assessor pathway includes five steps. First, participants obtain an eligible credential, with OCPA reimbursement of up to $250. Second, participants complete the required assessor and company agreements, if applicable. Third, BayREN verifies the participant’s information and submits it to the U.S. Department of Energy. Fourth, participants complete DOE training and 3D simulation testing at no cost. Fifth, participants complete a mentored first Home Energy Score assessment with a BayREN mentor, also at no cost. Steps 2 through 5 are provided at no cost through BayREN, with OCPA potentially supporting the mentored assessment step at no additional cost.

The outreach strategy includes two primary candidate types. The first includes candidates without minimum qualifications, where the goal is to recruit field professionals who could first obtain a DOE-recognized credential. Potential participants may include early-career HVAC technicians and contractor staff, home inspection trainees or assistants, weatherization and building performance workers, construction, remodeling, solar, battery, and electrification staff, multilingual field staff at small contractors, and workforce participants with field experience. The second includes credentialed professionals who are not yet Home Energy Score assessors, where the goal is to move pre-qualified professionals directly into BayREN and DOE Home Energy Score training. Potential outreach avenues may include the ASHI, Build It Green, BPI, California Real Estate Inspector Association, National Association of Home Inspectors, National Association of the Remodeling Industry, and North American Technician Excellence. Outreach channels may include LinkedIn, public works departments, local sustainability networks, contractor networks, TECH Clean California, GO ZERO, and workforce partners. Staff will conduct highly targeted outreach to reach the goal of 10 assessors.

Recruitment may include three applicant tracks. Track A would include new candidates seeking the full qualification pathway. Track B would include pre-qualified professionals ready for Home Energy Score training. Track C would include pre-certified assessors interested in joining OCPA’s pool. The application requests identifying information, desired service area, including OCPA member communities, current credentials, licenses, and certifications, and relevant experience. Selection priorities include existing credentials and service in OCPA member cities, ability to complete steps within 30 to 90 days, interest in OCPA member cities, and alignment with OCPA's energy audit mission. Applicants may also opt in to OCPA's future program interest list. Participation does not guarantee future work.

The budget and reimbursement structure includes several OCPA protections. OCPA will not provide upfront payment, will not enter into a contract with participants of this program, and will not guarantee future work. Reimbursement is capped at $250 and subject to OCPA review and funding availability.

FISCAL IMPACT

The Fiscal Year 2026-2027 program portfolio is accounted for in the Board-approved budget. The forthcoming Home Energy Audit Training Program budget is $2,500, based on reimbursement of up to $250 for up to 10 participants.

ATTACHMENT(S)

None.

ORANGE COUNTY POWER AUTHORITY

Staff Report – Item 8.3

To:	Orange County Power Authority Board of Directors
From:	Louis Ting, Director, Power Resources
Approved by:	Joe Mosca, Chief Executive Officer
Subject:	RESOLUTION APPROVING OCPA'S 2026 INTEGRATED RESOURCE PLAN
Date:	July 13, 2026

STRATEGIC GOALS

☐ Enrich & Grow the OCPA Community

☐ Prioritize Fiscal Sustainability & Affordability

☐ Design & Deploy Community-Aligned Customer Programs

☒ Energize Our Community with Renewable Energy Sources: 2026 Integrated Resource Plan – Greenhouse Gas Emissions Reduction and Renewable Energy Procurement Goals

☐ Raise Awareness of Community Energy & Advocate for Our Customers

☐ Not Applicable

RECOMMENDED ACTION(S)

Adopt a Resolution approving OCPA's 2026 Integrated Resource Plan and authorizing the Chief Executive Officer to make any necessary changes to ensure compliance with California Public Utilities Commission (CPUC) requirements for submission by August 10, 2026.

BACKGROUND

Public Utilities Code section 454.52 requires all load serving entities (LSEs), including community choice aggregators (CCA), to file an Integrated Resource Plan (IRP) with the CPUC. The 2026 IRP looks out at a 20-year horizon and details the procurement plan for meeting the State's goals of reducing greenhouse gas (GHG) emissions by 40% from 1990 levels by 2030 and increasing to a resource mix of 60% eligible renewable energy resources by December 31, 2030. Section 454.52(b)(3) further requires that the IRP of a CCA be submitted to its governing board for approval and shall achieve the following: (1) economic, reliability, environmental, security, and other benefits and performance characteristics that are consistent with the goals of achieving a 40% reduction in GHG emissions from 1990 levels by 2030 and procure 60% renewable energy resources by December 31, 2030; (2) a diversified procurement portfolio consisting of both short-term and long-term electricity and electricity-related and demand reduction products; and (3) Resource Adequacy requirements. The 2026 IRP filing is prepared using the CPUC provided Narrative Template, Resource Data Template, and the Clean Power Supply System Calculator. The deadline for submission of OCPA's IRP is no later than August 10, 2026.

DISCUSSION / ANALYSIS

OCPA's 2026 IRP presents the Preferred Conforming Portfolio (PCP) built around a diversified resource strategy that emphasizes new renewable generation, battery storage, clean firm resources, and targeted use of existing long-term renewable energy and capacity resources. By 2045, OCPA's projected load reaches 3,711 GWh compared to 2,334 GWh in 2026, and the portfolio is structured to serve that demand with major contributions from solar, wind, geothermal, hydroelectric resources, and battery storage discharge capability. The portfolio also includes capacity-only resources, including Cost Allocation Mechanism capacity, to support system reliability while OCPA continues to reduce reliance on emitting resources.

OCPA's analysis uses the CPUC's Resource Data Template and Clean System Power Calculator to assess load, emissions, and reliability outcomes. The resulting PCP achieves emissions of 0.246 million metric tons (MMT) in 2030, 0.151 MMT in 2035, 0.152 MMT in 2040, and 0.071 MMT in 2045, compared with assigned targets of 0.246 MMT, 0.198 MMT, 0.161 MMT, and 0.082 MMT, respectively. This indicates that OCPA's planned resource portfolio is expected to satisfy the applicable 8 MMT benchmark trajectory per California's regulations.

The IRP also emphasizes affordability and risk management. OCPA plans to procure resources incrementally through solicitations, bilateral transactions, and joint CCA procurement opportunities, allowing the agency to respond to market conditions, technology cost trends, project development risks, transmission constraints, and evolving CPUC requirements. This procurement strategy is intended to balance long-term clean energy goals with customer rate impacts and reliability obligations.

The IRP identifies equity and disadvantaged community benefits as important considerations. OCPA's portfolio minimizes direct reliance on fossil-fueled generation, supports renewable and greenhouse gas-free procurement, and includes customer programs intended to reduce energy burden and expand access to clean energy benefits. These efforts include energy efficiency, renter-focused electrification and storage programs, and support for statewide building decarbonization initiatives.

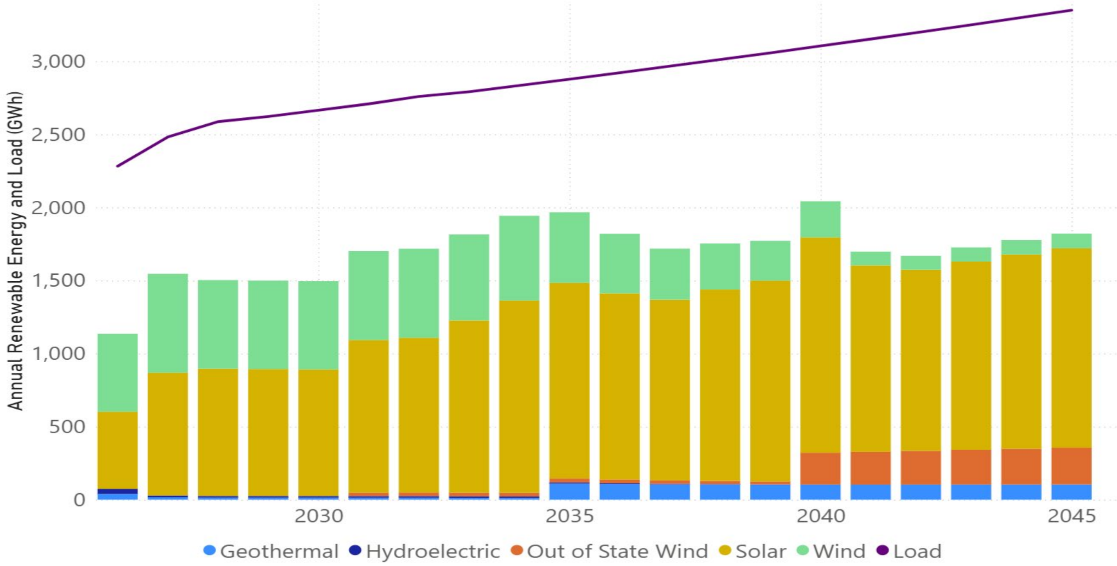
Key Conclusions:

- OCPA's Preferred Conforming Portfolio is designed to meet statutory and CPUC IRP requirements, including reliability, emissions, procurement diversity, and resource adequacy objectives.
- The portfolio is expected to remain below OCPA's assigned GHG benchmark in 2035, 2040, and 2045, and equal to the benchmark in 2030.
- New resource additions are led by solar, battery storage, and wind, with geothermal included as a clean firm resource.
- The 2045 portfolio relies primarily on renewable and greenhouse gas-free resources, supported by capacity-only resources for reliability.
- Implementation will require ongoing solicitations, contract management, development milestone tracking, and flexibility to respond to market and regulatory changes.

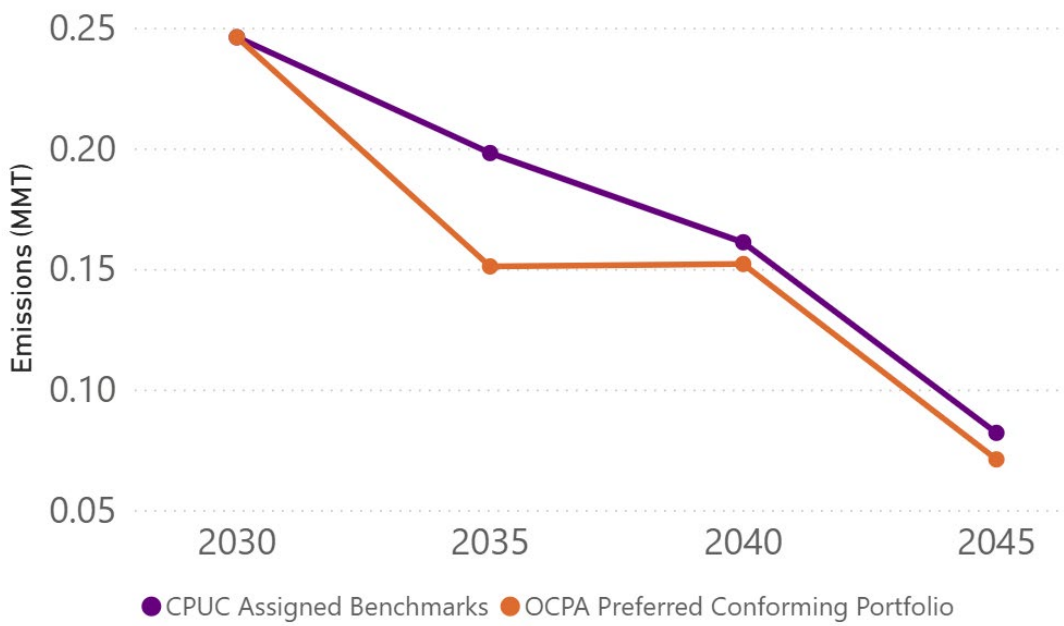
Planning Snapshot:

Metric	Value / Summary
Planning horizon	2026–2045
2045 projected load	3,711 GWh
GHG benchmark scenario	8 MMT statewide electric-sector benchmark
2045 assigned GHG benchmark	0.082 MMT
2045 PCP emissions	0.071 MMT
Reliability approach	Resource Adequacy compliance, Net Qualifying Capacity evaluation, and 18% capacity planning reserve margin
Primary implementation tools	Long-term power purchase agreements, short-term renewable and resource adequacy solicitations, bilateral transactions, strategic market transactions, and joint CCA solicitations

Projected Resource Stack and Electricity Demand:



GHG Benchmark Performance:



Implementation Priorities:

1. Monitor regulatory changes, including IRP, Resource Adequacy, Power Charge Indifference Adjustments developments, and adjust procurement strategies and plans as needed.
2. Continue renewable energy and storage solicitations to secure long-term renewable energy resources consistent with the PCP.
3. Procure short-term renewable energy, resource adequacy, and system energy products as needed to manage open positions and comply with risk management policies.

4. Track project development milestones, commercial operation dates, and generator performance to manage and reduce delivery risks.
5. Expand customer programs that reduce energy burden, support electrification, and deliver clean energy benefits to disadvantaged communities and priority customer segments.

FISCAL IMPACT

There is no fiscal impact. The IRP is consistent with assumptions underlying OCPA's financial pro forma projections. There are no direct fiscal impacts of adopting the IRP, and future resource commitments that may be made in effectuating the plan will be subject to separate approval in accordance with OCPA's policies.

ATTACHMENT(S)

1. A Resolution of the Board of Directors of Orange County Power Authority Approving Orange County Power Authority's 2026 Integrated Resource Plan

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF ORANGE COUNTY POWER AUTHORITY APPROVING ORANGE COUNTY POWER AUTHORITY'S 2026 INTEGRATED RESOURCE PLAN

A. Orange County Power Authority ("OCPA") is a joint powers authority established on November 20, 2020, for the purpose of implementing a community choice aggregation program under Public Utilities Code Section 366.2.0.

B. The OCPA Board of Directors ("Board") has established a set of strategic goals to guide OCPA energy procurement to promote renewable energy, carbon-free energy, and greenhouse gas emissions reduction.

C. OCPA has ongoing commitments to fulfill regulatory requirements related to energy procurement, including submittal of an Integrated Resource Plan ("IRP") to the California Public Utilities Commission ("Commission") pursuant to SB 350 as implemented through Commission Rulemaking 20-05-003 ("IRP Proceeding").

D. The IRP Proceeding is a central element of the Commission's planning process through which the electric procurement policies and programs of load serving entities ("LSE") are examined to ensure that California has a safe, reliable, and cost-effective electricity supply.

E. OCPA's 2026 Integrated Resource Plan has been prepared to address how OCPA will meet these strategic goals and regulatory requirements by managing a portfolio of energy and capacity resources.

F. The Integrated Resource Plan documents OCPA's current procurement status and outlines resource planning objectives and future procurement plans.

G. Projecting the resources that an LSE may procure over the planning horizon covered by the IRP is an inexact matter and subject to change. Future projections of resources identified in OCPA's IRP represent a current good-faith projection of such procurement activities over the IRP planning horizon, in consideration of currently applicable mandates and adopted policies of OCPA's Board of Directors.

H. The resources identified in future iterations of OCPA's IRP may change due to new information, changed circumstances, and additional power sources that OCPA may acquire in the future.

I. The 2026 Integrated Resource Plan was presented to the Board of Directors at a duly noticed public hearing for its consideration and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ORANGE COUNTY POWER AUTHORITY, AS FOLLOWS:

1. Approves the Orange County Power Authority 2026 Integrated Resource Plan and authorizes the Chief Executive Officer to make any necessary changes to ensure compliance with the Commission's requirements and guidance.

ADOPTED AND APPROVED by the Board of Directors of Orange County Power Authority on this 13th day of July 2026.

ATTEST:

________________________	________________________
Chair, Board of Directors Orange County Power Authority	Clerk, Board of Directors Orange County Power Authority

AYES: _____ NAYS: ____ ABSENT: ________ ABSTAIN: _____

ORANGE COUNTY POWER AUTHORITY

Staff Report – Item 8.4

To: Orange County Power Authority Board of Directors

From: Nicholaus Norvell, General Counsel

Approved by: Joe Mosca, Chief Executive Officer

Subject: CONSIDER AMENDED AND RESTATED JOINT POWERS AGREEMENT

Date: July 14, 2026

STRATEGIC GOALS

☐ Enrich & Grow the OCPA Community
☐ Prioritize Fiscal Sustainability & Affordability
☐ Design & Deploy Community-Aligned Customer Programs
☐ Energize Our Community with Renewable Energy Sources
☐ Raise Awareness of Community Energy & Advocate for Our Customers
☐ Not Applicable

RECOMMENDED ACTION(S)

1. Review the proposed Amended and Restated Joint Powers Agreement.
2. Direct staff to provide Member Agencies with the proposed Amended and Restated Joint Powers Agreement and notice of the proposed amendments in accordance with Section 3.9.4.3 of the Joint Powers Agreement.
3. Direct staff to place the Amended and Restated Joint Powers Agreement on a future agenda for final consideration and adoption.

BACKGROUND

At the February 9, 2026 Board meeting, Vice Chair Mai presented an item requesting to form an Ad Hoc Committee to review and recommend amendments to the OCPA Joint Powers Agreement (JPA), including potential amendments on whether the City of Irvine should retain two Board seats beyond December 31, 2026, when the Irvine Capital

Loan will be fully repaid. The Board unanimously approved the creation of an Ad Hoc Committee to review and recommend amendments to the JPA.

OCPA's has been amended several times since OCPA's formation in 2020. Rather than continuing to amend the agreement through multiple standalone amendments, the Ad Hoc Committee has proposed an Amended and Restated Joint Powers Agreement that incorporates all previously adopted amendments into a single document, while also including a limited number of additional governance and clarifying revisions.

The attached draft identifies the revisions using color coding. Revisions highlighted in green incorporate amendments previously approved by the Board into the consolidated JPA. Revisions highlighted in blue consist of additional recommendations developed through discussions of the Board's Ad Hoc Committee on JPA amendments, together with clarifying revisions recommended by legal counsel to improve the administration and interpretation of the Agreement.

DISCUSSION / ANALYSIS

The principal substantive revisions include the following:

1. **Board Composition**. Revises the Board representation structure from the current model of one Director per Member Agency, except two Directors for the City of Irvine, to a model under which each Member Agency is entitled to appoint two Directors, except that any Member Agency whose voting shares exceed fifty percent (50%) under Exhibit C is entitled to appoint a third Director.

   However, the draft establishes an automatic transition in Board representation once the Board reaches fifteen regular Directors, at which point each Member Agency will be represented by one Director, except that any Member Agency holding more than fifty percent (50%) of the voting shares under Exhibit C will be entitled to appoint two Directors.

2. **Alternate Directors**. Clarifies that each Member Agency may appoint one alternate Director regardless of the number of Directors appointed by that Member Agency.

3. **Board Leadership**. Requires that the Chair and Vice-Chair be appointed from different Member Agencies.

4. **Voting Procedures**. Clarifies the procedures governing Voting Shares Votes.

5. **Executive Committee**. Removes provisions requiring establishment of an Executive Committee when OCPA reaches a specified membership threshold. Rather, the Board can authorize the creation of an Executive Committee at any time under its authority to create Board committees.

6. **Administrative and Legal Clarifications**. Includes various revisions recommended by legal counsel to improve consistency throughout the Agreement, clarify existing provisions, update terminology, remove obsolete transitional language, and improve overall readability without materially changing the OCPA's governance structure or operations.

The remainder of the revisions consist primarily of conforming, organizational, and technical edits necessary to consolidate the existing JPA and prior amendments into a single comprehensive governing document.

Pursuant to Section 3.9.4.3 of the JPA, Member Agencies must receive at least thirty (30) days' advance written notice before the Board may consider final approval of amendments to the Joint Powers Agreement. Accordingly, staff recommends that the Board review the proposed Amended and Restated Joint Powers Agreement, provide any comments or direction, and, if desired, authorize staff to distribute the proposed agreement to the Member Agencies for the required notice period before returning the item to the Board for final consideration.

FISCAL IMPACT

Based on FY 2025/26 data, the average annual cost associated with Board-related meetings, stipends, training, travel, and other reimbursable expenses is approximately $23,000 per Board member.

Accordingly, increasing the size of the Board to nine (9) members would result in the following estimated annual fiscal impacts:

- Approximately $92,000 annually if the Board increases from five (5) to nine (9) members; or
- Approximately $115,000 annually if the Board increases from four (4) to nine (9) members following repayment of the Irvine loan.

In addition to the direct Board-related costs, maintaining the current level of administrative support and service for an expanded Board would likely require at least one (1.0) additional full-time equivalent (FTE) position, and potentially up to 1.5 FTEs, to support increased meeting coordination, agenda preparation, records management, communications, and related administrative functions.

These estimates are based on current expenditure and staffing levels and may vary depending on future meeting frequency, reimbursement activity, Board initiatives, and operational support requirements.

ATTACHMENT(S)

1. Draft Amended & Restated Joint Powers Agreement

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

ORANGE COUNTY POWER AUTHORITY

Amended & Restated Joint Powers Agreement

Effective _______, 202_

Previous Versions/Amendments:

Original Agreement effective November 20, 2020

First Amendment effective February 9, 2021

Second Amendment effective October 25, 2022

Third Amendment effective May 17, 2023

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

ORANGE COUNTY POWER AUTHORITY
AMENDED AND RESTATED
JOINT POWERS AGREEMENT

This Joint Powers Agreement ("**Agreement**"), first effective as of November 20, 2020 ("**Effective Date**") and amended and restated effective ______________, 202__, is made and entered into pursuant to the Joint Exercise of Powers Act (California Government Code § 6500 *et seq.*) relating to the joint exercise of powers among the parties set forth in Exhibit A. All parties that executed this Agreement prior to December 31, 2020 shall be designated individually as a "**Founding Party**" and collectively as "**Founding Parties**". All cities, counties, or other public agencies added as parties to this agreement after December 31, 2020 shall be designated individually as "**Additional Party**" and collectively "**Additional Parties**". The term "**Party**" refers individually to any Founding Party or Additional Party, and the term "**Parties**" refers collectively to the Founding Parties and the Additional Parties.

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RECITALS

A. In 2002, Assembly Bill 117 (Stat. 2002, Ch. 838, codified at Public Utilities Code Sections 218.3, 366, 394, 394.25, 331.1 366.2, and 381.1) was signed into law allowing customers to aggregate their electrical loads as members of their local community with public agencies designated as community choice aggregators, and allowing such public agencies to aggregate the electrical load of interested consumers within their jurisdictional boundaries and purchase electricity on behalf of those consumers.

B. In 2006, Assembly Bill 32 (Stat. 2006, Ch. 488, codified at Health and Safety Code Sections 38500 *et seq.*), known as the Global Warming Solutions Act, was signed into law, mandating a reduction in greenhouse gas emissions to 1990 levels by 2020.

C. In 2015, Senate Bill 350 (Stat. 2015, Ch. 547, codified at Health and Safety Code Section 44258.5; Labor Code Section 1720; Public Resources Code Sections 25302.2, 25310, 25327 and 25943; and Public Utilities Code Sections 237.5, 337, 352, 359, 365.2, 366.3, 399.4, 399.11, 399.12, 399.13, 399.15, 399.16, 399.18, 399.21, 399.30, 454.51, 454.52, 454.55, 454.56, 701.1, 740.8, 740.12, 9505, 9620, 9621, 9622, and Article 17 (commencing with Public Utilities Code Section 400)) was signed into law, mandating a reduction in greenhouse gas emissions to 40 percent below 1990 levels by 2030 and to 80 percent below 1990 levels by 2050.

D. In 2018, Senate Bill 10 (Stat. 2018, Ch. 312, codified at Public Utilities Code sections 399.11, 399.15, 399.30, and 454.53) was signed into law, directing that the Renewables Portfolio Standard to be increased to 60 percent renewables by 2030 and establishing a policy for eligible renewable energy resources and zero-carbon resources to supply 100 percent of electricity retail sales to California end-use customers by 2045.

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E. The Parties each hold various powers under California law, including, but not limited to, the power to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions in accordance with Public Utilities Code Sections 333.1 and 366.2; they are therefore properly empowered to enter into this Agreement under the Joint Exercise of Powers Act (Government Code Section 6500 *et seq.*, the "**Act**").

F. The purposes for entering into this Agreement are more fully specified in subsection 1.4 below, but principally consist of the study, promotion, development, funding, financing, purchasing, conduct, operation, and management of energy, energy efficiency and conservation, and other energy-related and community choice aggregation programs (the "**CCA Program**"), through which the following objectives may be advanced: (a) reducing greenhouse gas emissions related to the use of power throughout the Parties' jurisdictions and neighboring regions; (b) providing electric power and other forms of energy to customers at a competitive cost; (c) carrying out programs for ratepayers of all income levels to reduce energy consumption; (d) stimulating and sustaining the local economy by developing local jobs in renewable and conventional energy; and (e) promoting long-term electric rate stability, energy security and reliability for residents through local control of electric generation resources.

G. The Founding Parties desire to establish a separate public agency, known as the Orange County Power Authority ("**Authority**"), under the Act and consistent with Assembly Bill 117, in order to collectively implement the CCA Program, and to exercise any powers common to the Authority's members to further these purposes.

H. The Parties have each adopted an ordinance electing to participate as a group in a community choice aggregation program through the Authority, as authorized by California Public Utilities Code § 366.2(a)(12)(B).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

SECTION 1. FORMATION OF AUTHORITY

1.1 Creation of Agency. Pursuant to the Act there is hereby created a public entity to be known as The Orange County Power Authority. Pursuant to Section 6507 of the Act, the Authority is a public agency separate from the Parties. The jurisdiction of the Authority shall be all territory within the geographic boundaries of the Parties; however, the Authority may, as authorized under applicable law, undertake any action outside such geographic boundaries as is necessary to accomplish its purpose.

1.2 Effective Date and Term. This Agreement became effective and the Authority existed as a separate public agency on November 20, 2020, the date this Agreement was originally executed by at least two Parties. This Amended and Restated Agreement shall be effective as of January 1, 2027. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with this Agreement, subject to the rights of a Party to withdraw from the Authority.

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Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

1.3 Parties. The names, particular capacities, and addresses of the Parties are shown on Exhibit A, as it may be ministerially amended from time to time when a Party joins or withdraws from the Authority pursuant to the provisions of this Agreement.

1.4 Purpose. The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party to implement the CCA Program, and to exercise all other powers necessary and incidental to accomplishing this purpose. This Agreement authorizes the Authority to provide opportunities by which the Parties can work cooperatively to create economies of scale and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, provide consumer choice and cost savings, and advance the use of clean, efficient, and renewable resources in the region for the benefit of all the Parties and their constituents, including, but not limited to, establishing and operating a CCA Program (collectively, the "**Purpose**"). The Parties intend for this Agreement to be used as a contractual mechanism by which they are authorized to participate in the CCA Program and achieve the Purpose. The Parties intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program and any energy programs approved by the Authority.

SECTION 2. POWERS OF AUTHORITY

2.1 Powers. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its Purpose, including, but not limited to, each of the following powers:

2.1.1 Serve as a forum for the consideration, study, and recommendation of energy services for the CCA Program;

2.1.2 To make and enter into any and all contracts to effectuate the purpose of this Agreement, including, but not limited to, those relating to the purchase or sale of electrical energy or attributes thereof, and related service agreements;

2.1.3 To employ agents and employees, including, but not limited to, engineers, attorneys, planners, financial consultants, and separate and apart therefrom to employ such other persons, as it deems necessary;

2.1.4 To acquire, contract, manage, maintain, and operate any buildings, works, or improvements, including, but not limited to, electric generation resources;

2.1.5 To acquire property by eminent domain, or otherwise, except as limited by Section 6508 of the Act, and to hold or dispose of property;

2.1.6 To lease or license any property;

2.1.7 To sue and be sued in its own name;

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

2.1.8 To incur debts, liabilities, and obligations, including, but not limited to, loans from private lending sources pursuant to its temporary borrowing powers, such as California Government Code § 53850 *et seq.* and authority under the Act;

2.1.9 To form subsidiary or independent corporations or entities, if appropriate, to carry out energy supply and energy conservation programs, or to take advantage of legislative or regulatory changes;

2.1.10 To issue revenue bonds and other forms of indebtedness;

2.1.11 To apply for, accept, and receive all licenses, permits, grants, loans, or other assistance from any federal, state, or local agency;

2.1.12 To submit documentation and notices, register, and comply with orders, tariffs, and agreements for the establishment and implementation of the CCA Program and other energy and climate change programs;

2.1.13 To adopt rules, regulations, policies, bylaws, and procedures governing the operation of the Authority;

2.1.14 To receive loans, gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity;

2.1.15 To make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services;

2.1.16 To receive revenues from sale of electricity and other energy-related programs;

2.1.17 To partner or otherwise work cooperatively with other CCAs on the acquisition of electric resources, joint programs, advocacy and other efforts in the interests of the Authority; and

2.1.18 To the extent not specifically provided in this Agreement, to exercise any powers authorized by the member agencies to achieve the Authority's objectives and such further powers not specifically mentioned herein, but common to Parties, and authorized by the California Government Code.

2.2 Additional Powers to be Exercised. In addition to those powers common to each of the Parties, the Authority shall have those powers that may be conferred upon it by law and by subsequently enacted legislation.

2.3 Manner of Exercising Powers. The powers specified in subsections 2.1 and 2.2 shall be exercised by the Board (as defined in subsection 3.1, below), unless otherwise delegated to a committee of the Board or the Chief Executive Officer of the Authority in accordance with a Board adopted policy or action. All such powers shall be exercised in the manner set forth in this Agreement.

2.4 Limitation on Exercise of Powers: The powers of the Authority are subject to the restrictions upon the manner of exercising power possessed by the City of Irvine, California and any other restrictions on exercising the powers of the Authority that may be adopted by the Authority's Board of Directors.

SECTION 3: GOVERNANCE

3.1 General Governance; Board of Directors. The governing body of the Authority shall be a Board of Directors ("**Board**") consisting of two Directors for each Party appointed in accordance with subsection 3.2, except that any Party whose voting shares exceed 50% under Exhibit C shall also be entitled to a third Director.

Notwithstanding the foregoing, effective 30 days after the admission of a Party that results in the Board consisting of fifteen or more regular Directors under the representation described in the preceding paragraph, the composition of the Board shall automatically transition such that each Party shall thereafter be entitled to appoint one Director, except that any Party whose voting shares exceed 50% under Exhibit C shall be entitled to appoint two Directors. The Board shall thereafter remain constituted in accordance with this paragraph unless this Agreement is amended.

3.2 Appointment of Directors. The governing body of each Party shall appoint and designate in writing the Director(s) who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The governing body of each Party shall also appoint and designate in writing one alternate Director who may vote in matters when a regular Director is absent from a Board meeting. Each Party shall be entitled to only one alternate Director regardless of the number of regular Directors the Party is entitled to appoint under Section 3.1. The governing bodies of the Founding Parties may, in their sole discretion, elect to appoint their respective Director(s) prior to the Effective Date, in which case such appointment(s) to the Board shall take effect on the Effective Date. The persons appointed and designated as a regular Director and the alternate Director shall be a member of the governing body of the Party.

3.3 Terms of Office. Each regular or alternate Director shall serve a term of office of two (2) years or until a successor is appointed. A regular or alternate Director shall serve at the pleasure of the governing body of the Party that the regular or alternate Director represents and may be removed by such governing body at any time, with or without cause. If a regular or alternate Director's membership on the governing body of a Party ceases, his or her membership on the Board shall also cease. If at any time a vacancy occurs on the Board, a replacement shall be appointed by the governing body to fill the position of the previous Director within forty-five (45) days of the date that such position becomes vacant. A replacement Director shall serve until the scheduled expiration of the four year term of the Director they replace.

3.4 Quorum. A majority of the Directors of the entire Board shall constitute, and is necessary to constitute, a quorum, except that less than a quorum may adjourn a meeting from time to time in accordance with law.

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Deleted: except the City of Irvine whose governing body shall appoint two directors (the "**Irvine Directors**")
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Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

3.5 Powers of the Board of Directors. The Board may exercise all the powers enumerated in this Agreement and shall conduct all business and activities of the Authority consistent with this Agreement and any bylaws, operating procedures, and applicable law.

3.6 [Reserved.]

Deleted: Executive Committee. The Board shall establish an executive committee consisting of a smaller number of Directors upon the Authority's membership consisting of nine or more members. The initial members of the executive committee shall be the Directors of the Founding Members with the chair of the Board serving as chair of the Executive Committee.

3.7 Committees. The Board may establish committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the purposes of this Agreement. In accordance with subsection 2.3, the Board may delegate to any committees that consist solely of Board members any of the powers specified in subsection 2.1, except for the power to acquire property by eminent domain specified in subsection 2.1.5. Committees that include or consist of non-Board members shall be advisory only.

3.8 Director Compensation. The Board shall adopt policies establishing compensation attendance at Board and Committee meetings and work performed by each Director on behalf of the Authority as well as policies for the reimbursement of expenses incurred by each Director; provided that in no instance shall the per meeting or per day compensation be less than the compensation provided to directors of the Orange County Sanitation District.

3.9 Voting by the Board of Directors.

3.9.1 Equal Vote. Each Director or participating alternate shall have one vote. Except as provided for in Sections 3.9.2, 3.9.3 and 3.9.4, action of the Board on all matters shall require an affirmative vote of a majority of all Directors who are present at the subject meeting ("**Equal Vote**").

3.9.2 Voting Shares Votes to Reconsider Approved Actions or Break Tie Votes. Immediately after (and during the same Board Meeting as) an affirmative or tie Equal Vote, two or more Directors representing different Parties shall have the right to request and conduct a Voting Shares Vote (defined below) to reconsider that action approved by the Equal Vote or approve an action that failed on a tie Equal Vote. If the Voting Shares Vote is to reconsider an action approved by an Equal Vote, a "yes" vote on the Voting Shares Vote shall be a vote to reverse and reject the Equal Vote; a "no" vote on the Voting Shares Vote shall be a vote to affirm the Equal Vote. If the Voting Shares Vote is to break a tie Equal Vote, a "yes" vote on the Voting Shares Vote shall be a vote to approve the action proposed in the tie Equal Vote; a "no" vote on the Voting Shares Vote shall be a vote to reject the action proposed in the tie Equal Vote. For Voting Shares Votes, votes shall be weighted as described in subsection 3.9.3. A "yes" vote on a Voting Shares Vote shall require (*i*) for votes requiring a majority under subsection 3.9.1, more than fifty percent (50%) of the voting shares of all Directors voting; (*ii*) for votes requiring a supermajority of two-thirds under this Agreement, sixty-seven percent (67%) or more of the voting shares of all Directors voting; and (*iii*) for votes requiring a supermajority of three quarters under this Agreement more than seventy-five percent (75%) of the voting shares of all Directors voting. All votes taken pursuant to this subsection 3.9.2 shall be referred to as a "**Voting Shares Vote**." If a Voting Shares Vote to reconsider an action approved on an Equal Vote

Deleted: In the event of a Voting Shares Vote where the City of Irvine appoints two Directors to the Board and one or more Irvine Directors requests a Voting Shares Vote, a Party other than the City of Irvine must constitute the second Director for purposes of having the right to request and conduct a Voting Shares Vote.

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yields a "no" vote, the legal effect is to affirm the Equal Vote with respect to which the Voting Shares Vote was taken. If the Voting Shares Vote succeeds, the legal effect is to nullify the Equal Vote with respect to which the Voting Shares Vote was taken. If the underlying Equal Vote was a tie, the Voting Shares Vote replaces that tie vote. No action may be taken solely by a Voting Shares Vote without first having taken an Equal Vote.

3.9.3 Voting Shares Formula. When a Voting Shares Vote is requested by two or more Directors, voting shares of each Director shall be determined by the following formula:

(Annual Energy Use/Total Annual Energy) x 100

For purposes of this formula (a) "**Annual Energy Use**" means (*i*) for the first two years following the Effective Date, the annual electricity usage, expressed in kilowatt hours ("**kWh**"), within the jurisdiction of the Party appointing the Director(s) and (*ii*) following the second anniversary of the Effective Date, the annual electricity usage, expressed in kWh, of accounts within the jurisdiction of the Party appointing the Director(s) that are served by the Authority, and (b) "**Total Annual Energy**" means the sum of all Parties' Annual Energy Use. The initial values for Annual Energy use are designated in Exhibit B and the initial voting shares are designated in Exhibit C. Both Exhibit B and Exhibit C shall be adjusted annually as soon as reasonably practicable after January 1 of each year, but no later than March 1 of each year, subject to the approval of the Board. Voting shares attributable to each Party shall be divided equally between the Directors representing such Party.

3.9.4 Special Voting.

3.9.4.1 Two-Thirds Supermajority Votes. An affirmative vote of two-thirds of the Directors of the entire Board shall be required to take any action on the following (*i*) issuing of bonds, loans, or other forms of debt; (*ii*) adding or removing Parties on or after January 1, 2021; (*iii*) amending or terminating this Agreement or adopting or amending the bylaws of the Authority; and (*iv*) terminating the CCA Program.

3.9.4.2 Three-Fourths Supermajority Votes. An affirmative vote of three-fourths of the Directors of the Board shall be required to initiate any action for eminent domain and no eminent domain action shall be approved within the jurisdiction of a Party without the affirmative vote of each of such Party's Directors.

3.9.4.3 Advance Notice of Special Voting. At least thirty (30) days advance written notice to the Parties shall be provided for all special voting items under subsection 3.9.4.1 and/or subsection 3.9.4.2. Such notice shall include a copy of all substantive documents necessary to meaningfully deliberate and consider the proposed vote (*e.g.*, any proposed amendment to this Agreement or the bylaws of the Authority). The Authority shall also provide prompt written notice to all Parties of the action taken, which shall include any resolution, ordinance, rule, policy, agreement, filing or other operative document (if any) adopted or approved by the Board.

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Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

3.10 Officers.

3.10.1 Chair and Vice Chair. The Directors shall select from among themselves a Chair and a Vice-Chair. The Chair and Vice-Chair shall not be Directors appointed by the same Party. The Chair shall be the presiding officer of all Board meetings. The Vice-Chair shall serve in the absence of the Chair. The terms of office of the Chair and Vice-Chair shall be one (1) year with an election held annually in January or, if the January meeting is cancelled, the next meeting of the Board. There shall be no limit on the number of terms held by the Chair and the Vice-Chair. The office of either the Chair or Vice-Chair shall be declared vacant and a new selection shall be made if: (*i*) the person serving dies, resigns, is removed from the Board by the appointing Party, or becomes legally unable to fulfill his or her duties, or (*ii*) the Party that appointed the Chair or Vice-Chair withdraws from the Authority pursuant to the provisions of this Agreement. Upon a vacancy in the office of Chair or Vice Chair, the position shall be filled at the next regular meeting of the Board held after such vacancy occurs or as soon as practicable thereafter. Succeeding officers shall perform the duties normal to said offices for the remainder of the respective term.

Deleted: The term of office of the Chair and Vice-Chair shall continue until the expiration of the office of the Directors serving in such positions.

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3.10.2 Secretary. The Board shall appoint a qualified person who is not on the Board to serve as Secretary. The Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

3.10.3 Treasurer/Auditor. In accordance with California Government Code § 6505.5, the Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom need be members of the Board. The Treasurer and the Auditor shall possess the powers of, and shall perform those functions required of them by California Government Code §§ 6505, 6505.5, and 6505.6, and by all other applicable laws and regulations and amendments thereto.

3.11 Meetings. The Board shall provide for its regular meetings, the date, hour, and place of which shall be fixed by resolution of the Board. Regular, adjourned, and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code § 54950 *et seq*.

3.12 Chief Executive Officer. The Board shall appoint a Chief Executive Officer. The Chief Executive Officer shall be the chief administrative officer of the Authority. The powers and duties of the Chief Executive Officer shall be those delegated and/or assigned to the Chief Executive Officer by duly adopted action of the Board.

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3.13 Additional Officers and Employees. The Board shall have the power to authorize such additional officers and assistants as may be necessary and appropriate, including retaining one or more administrative service providers for planning, implementing, and administering the CCA Program. Such officers and employees may also be, but are not required to be, officers and employees of the Parties.

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

3.14 Bonding Requirement. The officers or persons who have charge of, handle, or have access to any property of the Authority shall be the members of the Board, the Treasurer, the Chief Executive Officer, and any such officers or persons to be designated or empowered by the Board. Each such officer or person shall be required to file an official bond with the Authority in an amount which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bond attributable to the coverage required herein shall be the appropriate expenses of the Authority.

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3.15 Audit. The records and accounts of the Authority shall be audited annually by an independent certified public accountant with the final audit completed within six months of the fiscal year end,and copies of such audit report shall be filed with the State Controller, and each Party no later than fifteen (15) days after receipt of said audit by the Board.

3.16 Privileges and Immunities from Liability. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents, or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents, or employees under this Agreement. None of the officers, agents, or employees directly employed by the Authority shall be deemed, by reason of such employment to be employed by the Parties (or any of them).

SECTION 4: ADDITIONAL PARTIES AND IMPLEMENTATION OF CCA PROGRAM

4.1 Additional Parties. An incorporated city or county, or other public agency as authorized by California Public Utilities Code § 331.1, may become a member of the Authority and a Party to this Agreement upon satisfaction of the following:

4.1.1 Adoption of a resolution by the governing body of the proposed additional party approving the Agreement, and requesting participation and an intent to join the Authority;

4.1.2 Adoption by the Board of a resolution authorizing participation of the proposed additional party;

4.1.3 Satisfaction of any additional conditions as established by the Board or applicable laws or regulations; and

4.1.4 Execution of the Agreement by the proposed additional party.

4.2 Continuing Participation. The Parties acknowledge that participation in the CCA Program may change by the addition or withdrawal or termination of a Party. The Parties agree to participate in good faith with additional members as may later be added. The Parties also agree that the withdrawal or termination of a Party shall not affect the enforceability of this Agreement as to the remaining Parties, or the remaining Parties' continuing obligations under this Agreement.

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

4.3 Implementation of CCA Program. The Authority shall cause to be prepared an implementation plan meeting the requirements of California Public Utilities Code § 366.2 ("**Implementation Plan**") and any applicable regulations of the California Public Utilities Commission ("**CPUC**"). The Board shall approve the Implementation Plan prior to it being filed with the CPUC. The Authority, acting by and through the Board, shall take all such steps as are necessary and appropriate to implement the Implementation Plan and the CCA Program in a manner consistent with this Agreement.

4.4 Power Supply. The Board will establish power supply options for the Authority. The Authority's power supply options will include, but not be limited to, renewable and GHG-free base product that is equivalent to the minimum required by law. Each Party may select its power supply base product for the ratepayers in its jurisdiction. Each Party shall also have the flexibility to achieve its climate goals without impeding any other Party from doing the same.

4.5 Authority Documents. The Parties acknowledge and agree that the operations of the Authority will be implemented through various program documents and regulatory filings duly adopted by the Board, including, but not limited to, bylaws, an annual budget, and plans and policies related to the CCA Program. The Parties agree to abide by and comply with the terms and conditions of all such Authority documents that may be approved or adopted by the Board.

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4.6 Termination of CCA Program. Nothing contained in this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time, so long as such termination is in accordance with any applicable requirements of state law and the voting procedures specified in subsection 3.9.4.1, above.

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SECTION 5: FINANCIAL PROVISIONS

5.1 Fiscal Year. The Authority's fiscal year shall be twelve (12) months commencing July 1 of each year and ending June 30 of the succeeding year.

5.2 Treasurer. The Treasurer for the Authority shall be the depository for the Authority. The Treasurer of the Authority shall have custody of all funds and shall provide for strict accountability thereof in accordance with California Government Code § 6505.5 and other applicable laws. The Treasurer shall perform all of the duties required in California Government Code § 6505 *et seq*. and all other such duties as may be prescribed by the Board.

5.3 Depository & Accounting. All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with the funds of any Party or any other person or entity. Disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to California Government Code § 6505 *et seq*. and other applicable laws. There shall be a strict accountability of all funds. All revenues and expenditures shall be reported regularly to the Board. The books and records of the Authority shall be promptly open to inspection by the Parties at all reasonable times.

5.4 Budget. The Board shall establish the budget for the Authority, and may from time to time amend the budget to incorporate additional income and disbursements that might become available to the Authority for its purposes during a fiscal year.

5.5 City of Irvine Initial Funding of Authority. The Authority shall, concurrent with the execution of this Agreement, enter into an agreement that covers repayment to the City of Irvine of (*i*) funding and collateral provided by the City of Irvine to the Authority to facilitate start-up and launch costs for the Authority and the CCA Program, and (*ii*) costs incurred by the City (including staff, consultant, and legal expenses, and associated allocated overhead and administrative expenses) in connection with the study and analysis of the CCA, the formation of the Authority, and the creation of the Implementation Plan (the "**Capital Loan Agreement**" or the "**Capital Loan**"). The Capital Loan shall be repaid from customer charges for electrical services to the extent permitted by law when the CCA Program becomes operational. The form of the Capital Loan Agreement is attached hereto as Exhibit D. The Authority shall enter into the Capital Loan Agreement so long as its final form is substantially consistent with the form attached as Exhibit D.

5.6 No Requirement for Contributions or Payments. Except as otherwise specified herein, the Parties are not required under this Agreement to make any financial contributions or payments to the Authority, and the Authority shall have no right to require such a contribution or payment.

5.6.1 Notwithstanding subsection 5.6, the Board may adopt a membership fee to be paid by Additional Parties upon entering into the Agreement, which membership fee shall be established (if at all) by the Board and may cover a reasonable estimate of the transactional and other costs incurred by the Authority in processing the addition of the Additional Party to the Authority.

5.6.2 Notwithstanding subsection 5.6, the Authority and a Party may mutually and voluntarily enter into an agreement to provide the following: (*i*) contributions of public funds for the purposes set forth in this Agreement; (*ii*) advances of public funds for the purposes set forth in this Agreement, such advances to be repaid as provided by such written agreement; or (*iii*) its personnel, equipment or property.

5.6.3 For the avoidance of doubt, nothing in this Agreement requires, nor shall the Authority for any reason ever require, that any Party adopt any local tax, assessment, fee or charge for the benefit of the Authority.

5.7 Obligations of the Authority. Unless otherwise agreed by the Parties, the debts, liabilities, and obligations of the agency shall not be the debts, liabilities, and obligations, either jointly or severally, of the members of the agency. A Party may, in its sole discretion, agree to assume one or more of the debts, liabilities, and obligations of the Authority if, and only if, such Party, with the approval of its governing body, agrees in writing to assume any such debts, liabilities, or obligation of the Authority.

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

SECTION 6: WITHDRAWAL AND TERMINATION

6.1 Right to Withdraw.

6.1.1 Right to Withdraw Prior to April 1, 2021. Except for the City of Irvine, a Party may withdraw from the Authority for any reason and without liability or cost prior to April 1, 2021 upon providing the Authority fifteen (15) days advance written notice.

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6.1.2 Right to Withdraw After April 1, 2021. Except for the withdrawal provided for in Section 6.1.1, a Party may withdraw its membership in the Authority on or after April 1, 2021, effective as of the beginning of the Authority's fiscal year, by giving no less than one hundred eighty (180) days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board. A Party that withdraws from the Authority pursuant to this subsection may be subject to certain continuing liabilities as described in this Agreement. The withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further actions as may be reasonably necessary to effectuate the orderly withdrawal of such Party.

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6.2 Involuntary Termination. This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement upon a two-thirds vote of the entire Board (excluding the vote of the Party subject to possible termination) taken in accordance with subsection 3.9.4.1. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least thirty (30) days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement that the Party has allegedly violated with supporting documentation. The Party subject to possible termination shall have the opportunity at the next regular Board meeting following the expiration of the thirty-day (30) day notice period to respond to any reasons and allegations that may be cited as a basis for termination. The Party's response shall be evaluated at a public meeting prior to a vote regarding termination. A Party that has had its membership in the Authority terminated may be subject to certain continuing liabilities, as described in subsection 6.3. If the Board votes to terminate a Party's membership in the Authority, the effective date of the termination shall be scheduled by the Board, in its reasonable discretion, to ensure adequate time for the transition of the terminated Party's CCA Program customers to another electricity provider. The Parties expressly intend, agree and acknowledge that a Board action to terminate a Party's membership in the Authority shall be upheld so long as it is not arbitrary and capricious, and is supported by substantial evidence.

6.3 Continuing Liability; Refund. Upon a withdrawal of a Party under subsection 6.1.2 or involuntary termination of a Party under subsection 6.2, the Party shall be responsible for any claims, demands, damages, or liabilities attributable to the Party through the effective date of its withdrawal or involuntary termination. Such Party also shall be responsible liable to the Authority for (a) any damages, losses, or costs incurred by the Authority which result directly from the Party's withdrawal or termination, including, but not limited to, costs arising from the resale of capacity, electricity, or any attribute thereof no longer needed to serve such Party's load, and removal of customers from the CCA Program resulting from the withdrawal or termination of the Party; and (b) any costs or obligations associated with the Party's participation in any program in accordance with the program's terms, provided such costs or obligations were incurred prior to the withdrawal of the Party. Except as otherwise specified, such Party shall not be responsible for any claims, demands, damages, or liabilities commencing or arising after the effective date of the Party's withdrawal or involuntary termination. From and after the date a Party provides notice of its withdrawal or is terminated, the Authority shall reasonably and in good faith seek to mitigate any costs and obligations to be incurred by the withdrawing or terminated Party under this subsection through measures reasonable under the circumstances; provided, however, that this obligation to mitigate does not impose any obligation on the Authority to transfer any cost or obligation directly attributable to the membership and withdrawal or termination of the withdrawing or terminated Party to the ratepayers of the remaining Parties. Further the liability of the withdrawing or terminated Party shall be based on actual costs or damages incurred by the Authority and shall not include any penalties or punitive charges imposed by the Authority. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's liability for the costs described above. The withdrawing or terminated Party agrees to pay any such deposit determined by the Authority in consultation with a third party audit firm. Any amount of the withdrawing or terminated Party's funds held on deposit with the Authority above that which is required to pay any liabilities or obligations shall be returned to that Party. In the implementation of this subsection 6.3, the Parties intend, to the maximum extent possible, without compromising the viability of ongoing Authority operations, that any claims, demands, damages, or liabilities covered hereunder, be funded from the rates paid by CCA Program customers located within the service territory of the withdrawing Party, and not from the general fund of the withdrawing Party itself. The liability of a withdrawing Party under this subsection shall be only to the Authority and not to any other Party.

6.4 Termination of Agreement. This Agreement may be terminated by vote of the Board in accordance with subsection 3.9.4.1, or by mutual agreement of all the Parties approved by majority votes of their respective governing bodies. provided, however, that this subsection shall not be construed as limiting the rights of a Party to withdraw in accordance with Section 6.

6.5 Disposition of Authority Assets Upon Termination of Agreement. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred by the Authority, shall be returned to the then-existing Parties in proportion to the contributions made by each.

SECTION 7: MISCELLANEOUS PROVISIONS

7.1 Dispute Resolution. The Parties and Authority shall make efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Party or Parties and the Authority shall engage in nonbinding mediation in the manner agreed to by the Party or Parties and the Authority. In the event that nonbinding mediation does not resolve a dispute within one hundred twenty (120) days after the demand for mediation is made, any Party or the Authority may pursue any all remedies provided by law.

7.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify, and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by California Government Code § 995 *et seq*. Nothing in this subsection shall be construed to limit the defenses available under the law to the Parties, the Authority, or its Directors, officers, or employees.

7.3 Indemnification. The Authority shall acquire such insurance coverage as the Board deems necessary to protect the interests of the Authority, the Parties, and the Authority's ratepayers. The Authority shall indemnify, defend, and hold harmless the Parties and each of their respective board members or council members, officers, agents, and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind to the extent arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

7.4 Assignment. The rights and duties of a Party may not be assigned or delegated without the advance written consent of all other Parties. Any attempt to assign or delegate such rights or duties without express written consent of all other Parties shall be null and void. This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties. This subsection does not prohibit a Party from entering into an independent agreement with another entity regarding the financing of that Party's contributions to the Authority (if any), or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

7.5 Severability. If any part of this Agreement is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

7.6 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary to effectuate the purposes of this Agreement.

7.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

7.8 Notices. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service to the addresses specified on Exhibit A. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

[Signatures to Follow on Next Page(s)]

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

IN WITNESS WHEREOF, this Amended and Restated Joint Powers Agreement was duly approved by the Orange County Power Authority's Board of Directors on _______, 202_, as evidenced by the signatures below.

ORANGE COUNTY POWER AUTHORITY

By: ______________________________
______, Chair, Board of Directors
Orange County Power Authority

Attest:

By: ______________________________
Secretary, Board of Directors
Orange County Power Authority

Approved as to Form:

By: ______________________________
General Counsel
Orange County Power Authority

[Signature Pages of Original Agreement to Follow]

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

[Insert Signature Page 1/3 of Original Agreement]

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

[Insert Signature Page 2/3 of Original Agreement]

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

[Insert Signature Page 3/3 of Original Agreement]

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

EXHIBIT A
LIST OF PARTIES

Founding Members:

City of Irvine
1 Civic Center Plaza
Irvine, CA 92606
Joined November 20, 2020

City of Fullerton
303 W. Commonwealth Ave.
Fullerton, CA 92832
Joined November 20, 2020

City of Buena Park
6650 Beach Blvd.
Buena Park, CA 90622
Joined December 16, 2020

Additional Members:

City of Fountain Valley
10200 Slater Ave.
Fountain Valley, CA 92708
Joined _________

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

EXHIBIT B
ANNUAL ENERGY USAGE BY JURISDICTION

Effective _________

[Current Exhibit to be Added]

*Subject to annual updates pursuant to Section 3.9.3.

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

EXHIBIT C
PARTY VOTING SHARES

Effective _________

[Current Exhibit to be Added]

*Subject to annual updates pursuant to Section 3.9.3.

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

EXHIBIT D
FORM OF CAPITAL LOAN AGREEMENT

AGREEMENT BETWEEN THE CITY OF IRVINE AND THE ORANGE COUNTY POWER AUTHORITY FOR THE ADVANCE OF FUNDS FOR IMPLEMENTATION OF A COMMUNITY CHOICE ENERGY PROGRAM

This Agreement, effective ______________ ("**Effective Date**"), is by and between the CITY OF IRVINE, a municipal corporation and charter city ("**City**"), and the ORANGE COUNTY POWER AUTHORITY, a California joint powers authority ("**Authority**"), for the purpose of stating the terms for an advance of funds from the City to be repaid to City by the Authority as provided herein. City and Authority shall be referred to individually as a "**Party**" collectively as the "**Parties.**"

RECITALS

A. On ________________, the Authority was formed by participating Orange County cities, including the City, to administer a community choice aggregation ("**CCA**") program within the jurisdictional boundaries of its members in Orange County.

B. Prior to formation of the Authority, the City funded a feasibility study, peer review, and other activities necessary to evaluate the feasibility and implementation of a CCA program. The City also funded certain costs to form the Authority and implement the CCA program for itself and the Authority's founding members.

C. As expressly stated in that certain document entitled, *Orange County Power Authority Joint Powers Agreement*, at Section 5.5, which is incorporated herein by this reference, it was agreed upon by the parties thereto that the City would be reimbursed by the Authority for all costs regarding the feasibility and implementation of the CCA program, contingent upon the Authority's launch of the CCA program.

D. The City estimates that its costs to study, form and implement the Authority are $250,000, which include, but are not limited to, costs for its feasibility study, peer review, City staffing, legal costs, member and stakeholder outreach, and formation of the Authority ("**Formation Costs**").

E. The City estimates that the Authority will need approximately $2,500,000 for working capital to pay for implementation costs through a projected launch of the CCA program in 2022 ("**Pre-Launch Costs**").

F. The City further estimates that the Authority will need up to an additional $8,000,000 to $20,000,000 in the form of a credit facility for operational support and power procurement as well as other cash flow needs, and that any such credit facility may require cash collateral from an Authority member between $2,000,000 to $5,000,000 ("**Launch Costs**").

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

G. The Parties desire to enter into this Agreement to document the Authority's repayment obligations to the City for all such funds expended on behalf of, or in support of, the formation of the Authority and implementation of the CCA program.

AGREEMENT

NOW THEREFORE, in consideration of their mutual promises and obligations, the Parties hereby agree as follows:

1. City Loan to the Authority.

1.1. Formation Costs. The Authority acknowledges that the City has expended certain City funds toward Formation Costs and agrees to reimburse the City for such costs in an amount not to exceed $250,000 dollars, subject to the repayment provisions herein.

1.2. Pre-Launch Costs. The City agrees to loan the Authority Pre-Launch Costs in the amount of $2,500,000 by January 1, 2021, which shall be used by the Authority for working capital costs associated with the Authority's launch, anticipated in 2022.

1.3 Launch Costs. The City agrees to post the necessary cash collateral, not to exceed $5,000,000, in order for the Authority to secure a credit facility for its Launch Costs for additional working capital associated with power procurement and operational support ("**Credit Agreement**"). The City will also provide a loan for Launch Costs if needed by the Authority should a Credit Agreement be unavailable or insufficient to cover the Authority's working capital needs. The terms and conditions of any City loan to the Authority for Launch Costs (excluding the cash collateral requirement above) shall be negotiated and agreed upon in an amendment to this Agreement, subject to the reasonable approval of the Parties. The Authority shall provide the City with the Authority's *pro forma* demonstrating the amount needed for the aforementioned City loan.

1.4. City Loan Amount. Formation Costs, Pre-Launch Costs, and Launch Costs shall be collectively referred to herein as "**City Loan Amount**."

2. Repayment; Interest.

2.1 Repayment Date. The Authority shall repay the City Loan Amount to City, plus interest, no later than the repayment date, which shall be January 1, 2027. The Parties acknowledge that they may modify the Repayment Date for the Launch Costs in an amendment to this Agreement depending on the terms and conditions of the Credit Agreement.

2.2 Interest Rate. In accordance with subsection 2.3, interest shall be paid on all outstanding portions of the City Loan Amount that bear interest. The interest rate on any outstanding amount shall be calculated according to the sum of the following calculation of each respective quarter:

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

Principal x Quarterly Interest Rate x (No. of Days in Quarter/No. of Days in Year)

Where "**Principal**" is the relevant funding of the City Loan Amount as described herein; "**Quarterly Interest Rate**" is the gross earnings for the respective quarter as reported in the City of Irvine Treasurer's monthly investment report found on the Treasurer's website https://www.cityofirvine.org/administrative-services-department/investment-policies-and-reports "**No. of Days in Quarter**" is the sum of days of each month that make up each respective quarter; and "**No. of Days in Year**" is 365, except in leap years, in which the number of days in the year shall be 366.

The City Loan Amount shall bear interest as follows:

a. Formation Costs shall bear no interest whatsoever and shall be repaid to City as reimbursement for out-of-pocket expenses by the Repayment Date.

b. Pre-Launch Costs shall bear interest beginning January 1, 2021 through the Repayment Date as estimated and set forth on Exhibit A, attached hereto.

c. Launch Costs for the City's collateral associated with the Credit Agreement shall bear interest beginning on the effective date of the Credit Agreement. Launch Costs for amendment to this Agreement, as set forth in subsection 1.3, through the Repayment Date.

In the event the City Loan Amount, along with any and all interest owed pursuant to this Section 2, are not repaid by the Repayment Date, any such amounts that remain outstanding shall accrue interest at the rate specified by law for prejudgment interest.

3. City Liability; Hold Harmless; Indemnification.

3.1 City Liability. The Authority acknowledges and agrees that by lending said funds to the Authority, the City does not assume any debt, liability, obligation, or duty whatsoever with respect to the Authority's operations, liabilities, business, or transactions.

3.2. Hold Harmless/Indemnification. The Authority shall hold harmless, indemnify and defend the City, its elected officials, officers, employees, and agents from and against any and all claims, suits or actions of every kind which arise out of the performance or nonperformance of the Authority's covenants, responsibilities, and obligations under this Agreement, and which result from the negligent or wrongful acts of the Authority or its board members, officers, employees, or agents. City shall hold harmless, indemnify and defend the Authority, its board members, officers, employees and agents from and against any and all claims, suits or actions of any kind which arise out of the performance or non-performance of the City's covenants, responsibilities and obligations under this Agreement and which result from the negligent or wrongful acts of the City or its elected officials, officers, employees or agents. In the event of concurrent negligence of the City, its officer or employees, and the Authority, its officers and employees, the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants or responsibilities of this Agreement shall be apportioned according to the California theory of comparative negligence.

4. General Provisions.

4.1. Audit. Prior to January 1, 2023, the City may audit the Authority's expenditure of Pre-Launch Costs to confirm that such expenditures have been made consistent with the purposes of this Agreement.

4.2 Waiver. The waiver by City or Authority of any term, covenant, or condition herein contained shall not be deemed to a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

4.2. Successors and Assigns/Assignment. The terms of this Agreement shall apply and bind the heirs, successors, executors, administrators and assigns of the Parties. No Party may assign this Agreement without the express written consent of the other Party, which shall not be unreasonably withheld.

4.3. Entirety/Amendment. This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described herein. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties or their respective successors in interest. This Agreement shall not be effective or binding until fully executed by both Parties.

4.4. Venue & Choice of Law. This Agreement 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 Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

4.5. Independent Entities. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, joint employer, or association.

4.6. Authority to Execute Agreement. The Parties each warrant that they have the authority to execute this Agreement and that all actions have occurred, and all necessary approvals or consents have been obtained to allow each party to enter into this Agreement.

4.7. Notices. All notices provided for herein shall be in writing and shall be delivered to the appropriate parties as provided below:

For City: Attn: City Manager
City of Irvine
1 Civic Center Plaza
Irvine, CA 92606

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

For Authority: TBD

//

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

IN WITNESS WHEREOF, Authority and City have executed this Agreement on the date set forth below.

CITY OF IRVINE

Date: ____________________

By: ____________________________

Title: ____________________________

Approved as to Form:

____
City Attorney

ORANGE COUNTY POWER AUTHORITY

Date: ____________________

By: ____________________________

Title: ____________________________

Approved as to Form:

____
General Counsel

Key: (1) Prior OCPA JPA amendments); (2) Additional revisions.

EXHIBIT A
PRE-LAUNCH COSTS INTEREST SCHEDULE

Loan Borrower	Orange County Power Authority	
Loan Amount/Pre-Launch	$2,500,000	
Loan Start Date	1/1/2021	
Loan Maturity Date	1/1/2027	
Estimated Interest Rate	1.75%	See Note on Interest Rate
	Period Interest	Cumulative Interest
3/31/2021	10,787.67	$10,787.67
6/30/2021	10,907.53	21,695.21
9/30/2021	11,027.40	32,722.60
12/31/2021	11,027.40	43,750.00
3/31/2022	10,787.67	54,537.67
6/30/2022	10,907.53	65,445.21
9/30/2022	11,027.40	76,472.60
12/31/2022	11,027.40	87,500.00
3/31/2023	10,787.67	98,287.67
6/30/2023	10,907.53	109,195.21
9/30/2023	11,027.40	120,222.60
12/31/2023	11,027.40	131,250.00
3/31/2024	10,877.73	142,127.73
6/30/2024	10,877.73	153,005.46
9/30/2024	10,997.27	164,002.73
12/31/2024	10,997.27	175,000.00
3/31/2025	10,787.67	185,787.67
6/30/2025	10,907.53	196,695.21
9/30/2025	11,027.40	207,722.60
12/31/2025	11,027.40	218,750.00
3/31/2026	10,787.67	229,537.67
6/30/2026	10,907.53	240,445.21
9/30/2026	11,027.40	251,472.60
12/31/2026	11,027.40	$262,500.00
	Pre-Launch Loan	$2,500,000.00
	Total Due 1/1/2027	$2,762,500.00
Note:	Interest Rate is based on the average of last six months of interest earned on the City's investment portfolio.	

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ORANGE COUNTY POWER AUTHORITY

Staff Report – Item 9

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Chief Executive Officer

Subject: Chief Executive Officer's Report

Date: July 13, 2026

Summer Break Reminder – No Board of Directors Meeting in August

Consistent with previous years, OCPA will not have a regular Board of Directors meeting in August. Please enjoy the month off and take time to connect with your family and community. As always, if anything comes up, staff will be available to support.

Summer events will continue with activities scheduled in each member city. Let us know if you want to attend any of the events below alongside OCPA staff.

Irvine Capital Loan Repayment Update

On October 13, 2025, the Board approved an early paydown of the Irvine Capital Loan and directed staff to proceed in accordance with the recommended repayment schedule.

Consistent with that direction, OCPA made the first accelerated repayment on November 10, 2025, totaling $913,892.11, which included $250,000 in principal and $663,892.11 in accrued interest. OCPA made the second quarterly repayment on March 31, 2026, totaling $342,702.67, which included $250,000 in principal and $92,702.67 in accrued interest. OCPA made the third quarterly repayment on June 30, 2026, totaling $307,766.30, which includes $250,000 in principal and $57,766.30 in accrued interest.

Two additional quarterly repayments remain scheduled under the approved repayment plan. Based on the current schedule, OCPA is projected to fully repay the loan by January 1, 2027, with total repayments of $8,433,975.23, including $7,527,841.00 in principal and $906,134.23 in estimated accrued interest.

Payment Period	Principal Amount	*Accrued Interest Not to Exceed Amount	*Aggregate Principal and Interest Amount
Period No. 1: No earlier than November 10, 2025, and no later than December 31, 2025	$250,000.00	$663,892.11	$913,892.11
Period No. 2: No earlier than January 1, 2026, and no later than March 31, 2026	$250,000.00	$92,702.67	$342,702.67
Period No. 3: No earlier than April 1, 2026, and no later than June 30, 2026	$250,000.00	$57,766.30	$307,766.30
Period No. 4: No earlier than July 1, 2026, and no later than September 30, 2026	$2,500,000.00	$56,315.34	$2,556,315.34
Period No. 5: No earlier than October 1, 2026, and no later than January 1, 2027	$4,277,841.00	$35,457.81	$4,313,298.81
Total	$7,527,841.00	$906,134.23	$8,433,975.23

OCPA Revolving Credit Facility RFP Update

Staff released a Request for Proposals for a new revolving credit facility because OCPA's current $35 million revolving credit facility with US Bank is scheduled to expire on September 18, 2026. The new facility would replace the existing credit facility and provide continued liquidity and credit support for long-term operations. The proposed facility is expected to include a revolving line of credit and a standby letter of credit with a capacity in the aggregate amount of $60 million to $150 million.

The facility may be used to support power procurement, issue or replace letters of credit, meet potential cash collateral requirements, support local development and programmatic investments, address potential Provider of Last Resort-related requirements, and provide general working capital flexibility. Establishing an expanded facility is also expected to support OCPA's financial resiliency and readiness for the planned credit rating evaluation in 2028.

Written questions were received on June 29, 2026, and responses were provided on July 6, 2026. Proposals are due July 10, 2026, with proposal evaluation expected to occur during the week of July 13, 2026. Staff expects to bring a recommended facility to the Board for consideration on September 14, 2026, with a targeted facility start date of September 19, 2026.

Green Discount Program Update

The OCPA Green Discount Program launched on July 1, 2026. As reflected in the FY2026/27 Budget, the program includes $1 million in funding from net prepayment savings to provide targeted bill relief to eligible non-NEM residential customers, with preference given to CARE/FERA customers.

The program provides eligible customers with a 1% discount compared to SCE's equivalent generation rate. Enrollment is handled through the Contact Center, and eligible customers are first opted down to Basic Choice before receiving the additional Green Discount Program savings. Calpine applies the discount as a monthly generation bill credit labeled "Green Discount Program." OCPA will perform quarterly true-ups to confirm the discount is achieving the intended 1% savings and will provide any additional credit adjustments to Calpine as needed.

The estimated implementation cost includes a one-time infrastructure and design fee of $7,500 and a monthly operational maintenance fee of $600. Staff will continue coordinating with Calpine on enrollment tracking, customer communications, and reconciliation procedures following program launch.

Cost-of-Service Study Update

Advancing the cost-of-service analysis and product pathway evaluation is one of OCPA's FY2026/27 Strategic Plan goals related to fiscal sustainability and affordability. This work began in mid-April 2026 with the launch of the workplan, consultant kickoff, and internal coordination.

A cost-of-service study is a structured analytical process used to determine how much revenue OCPA needs to collect and how those costs should be allocated across customer classes and product options based on cost-causation principles. The data request process was completed in early May 2026. Pro forma financial scenarios, including the status quo and alternative planning scenarios, were completed in late May. These scenarios provide an analytical foundation for evaluating long-term affordability, rate competitiveness, financial sustainability, and potential product structure considerations. The incorporation of procurement, compliance, cost, and portfolio considerations into the cost-of-service analysis was completed in early June.

The Board briefing process began in June 2026. The first briefing provided a Cost-of-Service 101 overview and initial results, including preliminary revenue requirements and product scenarios. Future briefings are expected to cover key topics such as PCIA fundamentals, updated cost-of-service results, product analysis, rate-design considerations, customer bill impacts, and the proposed product framework. These briefings are informational and are intended to gather Board feedback before final recommendations are developed.

Staff will use the feedback received to further refine the cost-of-service model, review and validate allocator choices and customer-class assignments, develop rate design scenarios and customer bill impact tools, and evaluate affordability and competitiveness impacts. OCPA currently anticipates bringing 2027 rates to the Board for consideration at a public rate adoption meeting before the end of 2026. If adopted by the Board, approved 2027 rates would be implemented in 2027.

Diablo Canyon Power Plant Update

Diablo Canyon Power Plant (DCPP) is California's last operating nuclear power plant. With a total capacity of 2,240 megawatts, DCPP provides approximately 10 percent of the state's electricity and 17 percent of its zero-emission electricity. Originally scheduled for retirement in 2024/25, DCPP operations were extended to 2029/30 by Senate Bill 846 in 2022. The Nuclear Regulatory Commission (NRC) renewed DCPP operating licenses in April 2026 through 2044/45. While the NRC license extension was a necessary condition for DCPP to continue operations past 2030, the California Legislature must also act to extend DCPP's operations.

Key Policy Considerations: California’s decision on whether to extend DCPP beyond 2030 rests on three fundamental policy elements: environmental safety, affordability, and demand. The Diablo Canyon Independent Safety Committee (DCISC), created in 1990 by the California Public Utilities Commission, produces a report every year. The 2026 DCISC report is anticipated to be released in October 2026. Researchers at the Massachusetts Institute of Technology (MIT) recently released a report estimating that the cost savings from extending DCPP through 2045 would range from $7 billion to $20 billion. Given anticipated increases in electricity demand and California’s clean energy policies, demand for DCPP’s zero-emission baseload power may prove critical going forward.

Next Steps and OCPA Impact: OCPA could be directly affected by future DCPP decisions through resource adequacy requirements, cost allocation, and customer rate impacts. Significant uncertainty remains, as the scope and structure of any proposed extension are not yet known. Key legislators, including Orange County representatives, have indicated they wish to review the upcoming DCISC report before moving forward with an extension. If legislation is passed, outstanding questions regarding the structure of any extension, including the allocation of generation, resource adequacy, and clean energy attributes, along with the pricing structure, will influence OCPA’s options. Staff will monitor legislative activity, engage in CPUC proceedings, and coordinate with CalCCA to advocate for fair cost allocation, transparency, rigorous safety and environmental review, and alignment with California's clean energy objectives—returning to the Board with updates as developments warrant.

Communications & External Affairs

Communications

- The Energy Programs landing page on the OCPA website has been updated for easier navigation. The page now includes past programs to showcase historic programs, giving a fuller perspective on OCPA's community impact through programs.
- OCPA was a presenting sponsor of last week's OC Council of Governments Conference, where we connected with elected officials and city stakeholders. As the Panel Presenting sponsor, OCPA was visible and engaged in the event, sharing the OCPA value proposition with representatives from across Orange County.
- OCPA was also a 2026 sponsor of the Sustain SoCal Foundation's Sustainable Campus Challenge, staff attended the finale presentation event. Groups of students in high schools across Orange County presented actionable solutions to sustainability challenges in their communities. OCPA participated in judging the presentations and spoke with student teams from Capo Valley, Laguna, and Los Alamitos High Schools.

Community Engagement & External Affairs

- OCPA presented at the Fountain Valley Rotary, where we shared OCPA's latest accomplishments with a group of engaged residents. We answered questions about solar panels and net energy metering, as well as about the difference between OCPA and SCE.
- OCPA staff and CAC members were proud to attend the Fullerton State of the City, where we connected with City staff, Councilmembers, and stakeholders.
- Staff attended the Buena Park Collaborative meeting online and shared information on the Bright Futures Grant and the Equitable Building Decarbonization program. We connected with representatives from the Buena Park Rotary Club about promoting OCPA programs through Buena Park City TV.
- Staff attended the Irvine Sustainability Commission meeting. We made a public comment sharing information on the Bright Futures Grant and OCPA's dedication to transparency, with all documents available on the OCPA website.
- OCPA staff are volunteering on the #SolarOC task force led by Tara Tisopulos at the County of Orange to support solar equity projects in low-income, DAC areas. The task force is working to support a Mobile Home Decarbonization Project with support from the County, a grant from the CA Green Building Council, support from a SOMAH project, and other stacked incentives. The eventual goal is to support one project in each of the five county districts. Current potential cities are Buena Park, Orange (Creekside Mobile Home), Santa Ana, Fullerton, and Brea. OCPA is supporting outreach in Buena Park and Fullerton.

Customer Programs

- Community Power Plan: The full plan is now published on the OCPA website, where you can click a link to view a reactive dashboard of data.
- Renter Energy Efficiency Program: Appliances have been sent out to all 250 program participants. All appliance returns and deliveries are scheduled to be completed by the end of next week.
- Energy Efficiency Equipment Showcase: The team is partnering with the U.S. Green Building Council (USGBC) to bring their BuildSMART Trailer to member cities. The trailer was brought to Irvine's EcoFair. OCPA is hoping to bring this to each member city by the end of 2026.
- Equitable Building Decarbonization Direct Install Grant: The program has launched, with the interest and enrollment form going live. We are currently putting together an outreach plan.
- Residential Battery Rebate Program: A total of 34 rebate claims have been approved for this program, with all rebates scheduled to be disbursed by the end of next week.
- Bright Futures Grant: The application period closed on July 3rd. Applications are currently being reviewed.

Human Resources Updates

- External Affairs Manager: A candidate has been selected with an expected start date of August 3.
- Intern: Both Intern positions have been filled for the 2026 summer.

Events & Stakeholder Outreach

The OCPA team attended the following events and community meetings since our last Board meeting:

DATE	HOST	EVENT/MEETING	CITY	START	END
6/9/2026	Fountain Valley Rotary Club	OCPA Presentation	Fountain Valley	7:30 AM	8:30 AM
6/10/2026	City of Irvine	Irvine Sustainability Commission	Irvine	4:00 PM	5:30 PM
6/11/2026	Buena Park Collaborative	Monthly Meeting - June	Buena Park	10:00 AM	12:00 PM
6/11/2026	City of Fullerton	2026 Fullerton State of the City	Fullerton	2:30 PM	5:00 PM
6/12/2026	AWWEE	Visit To The Ecology Center	Orange County (All)	9:00 AM	11:00 AM
6/13/2026	Cool Irvine	Eco Fair	Irvine	9:00 AM	1:00 PM

6/18/2026	City of Fountain Valley	Fountain Valley Summer Fest	Fountain Valley	3:00 PM	11:00 PM
6/23/2026	Voice of Laguna	Podcast	Orange County (All)	11:00 AM	12:00 PM
6/24/2026	ACC-OC	2026 Annual Leadership Summit and Golden Hub of Innovation Awards	Orange County (All)	4:30 PM	8:00 PM
6/24/2026	CivicWell	Day 1 of 2 - California Climate and Energy Collaborative (CCEC) Forum	Orange County (All)	11:00 AM	6:00 PM
6/25/2026	Pathways of Hope	Food Distribution Hub	Fullerton	1:00 PM	5:00 PM
6/25/2026	CivicWell	Day 2 of 2 - California Climate and Energy Collaborative (CCEC) Forum	Orange County (All)	8:00 AM	3:30 PM
7/1/2026	Delhi Center	EBD-DI Tabling	Orange County (All)	4:00 PM	6:00 PM
7/9/2026	South Orange County Economic Coalition	2026 Board Installation and Happy Hour	Orange County (All)	4:30 PM	6:30 PM

We are looking forward to many opportunities to engage with the community and key stakeholders, including:

DATE	HOST	EVENT/MEETING	CITY	START	END
6/11/2026	Buena Park Collaborative	Monthly Meeting - June	Buena Park	10:00 AM	12:00 PM
6/11/2026	City of Fullerton	2026 Fullerton State of the City	Fullerton	2:30 PM	5:00 PM
6/12/2026	AWWEE	Visit To The Ecology Center	Orange County (All)	TBD	TBD
6/13/2026	Cool Irvine	Eco Fair	Irvine	9:00 AM	1:00 PM
6/18/2026	City of Fountain Valley	Fountain Valley Summer Fest	Fountain Valley	3:00 PM	11:00 PM
6/24/2026	ACC-OC	2026 Annual Leadership Summit and Golden Hub of Innovation Awards	Orange County (All)	4:30 PM	8:00 PM
6/24/2026	CivicWell	Day 1 of 2 - California Climate and Energy Collaborative (CCEC) Forum	Orange County (All)	11:00 AM	6:00 PM

6/25/2026	CivicWell	Day 2 of 2 - California Climate and Energy Collaborative (CCEC) Forum	Orange County (All)	8:00 AM	3:30 PM
7/13/2026	Fullerton Women's Club	Monthly Meeting	Fullerton	6:00 PM	8:00 PM
7/15/2026	Asian Business Association - Orange County	Summer Mixer	Orange County (All)	5:30 PM	8:30 PM
7/16/2026	City of Irvine	Business Preparedness Series: Emergency Response & Fire Safety Workshop	Irvine	9:00 AM	11:00 AM
7/16/2026	Fullerton-Senior Food Distribution	EBD-DI Tabling	Fullerton	10:30 AM	12:30 AM
7/22/2026	City of Buena Park	Lumi-Palooza Energy Fair	Buena Park	5:30 PM	9:00 PM
7/24/2026	Girls Inc.	IgniteHer Event	Irvine	10:00 AM	2:30 PM
7/30/2026	Filipino American Chamber of Commerce Orange County	Power Networking Lunch	Irvine	11:00 AM	1:00 PM
8/1/2026	ACC-OC	2026 Summmer Legislative Reception	Irvine		
8/7/2026	OCICC and County of Orange	Orange County State of the County	Orange County (All)	11:30 AM	1:30 AM
8/8/2026	Fountain Valley Kiwanis Club	Pins For Kids	Fountain Valley	5:30 PM	8:30 PM
8/8/2026	City of Buena Park	Super Senior Saturdays	Buena Park		
8/11/2026	City of Irvine	The Sustainability Transition: Green Business Event	Irvine	9:00 AM	11:00 AM
8/29/2026	Families Forward	Light Up The Night Gala	Irvine		
9/13/2026	City of Irvine	Fiesta Latina	Irvine	11:00 AM	4:00 PM
9/17/2026	Pathways of Hope	Hope Can't Wait Luncheon	Fullerton	11:30 AM	

Attachments

Attachment A – Non-Power Supply Contracts In Excess of $50,000 to Under $100,000

Orange County Power Authority
Non Power Supply Contracts In Excess of $50,000 to Under $100,000

Item No	Vendor	Term	Contract Amount	Brief Service Description	Remark
1	Fulcrum Strategy Group	7/1/2026-6/30/2027	$59,800	Survey Research and Strategic Insight Consultant	