

AGENDA

ORANGE COUNTY POWER AUTHORITY REGULAR MEETING OF THE BOARD OF DIRECTORS

**Monday, December 8, 2025
4:30 p.m.**

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

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

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

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

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

The public may participate using the following remote options:

ZOOM WEBINAR

Please click the link below to join the webinar:

[Launch Meeting - Zoom](#)

Dial-in: 1-669-900-6833

Webinar ID: 892 6089 6348

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 NOVEMBER 10, 2025**

Recommended Action:

Approve as submitted.

2. **COMMUNITY ADVISORY COMMITTEE REPORT**

Recommended Action:

Receive and file.

3. **LEGISLATIVE AND REGULATORY UPDATE**

Recommended Action:

Receive and file.

4. **STRATEGIC PLAN MONTHLY STATUS REPORT**

Recommended Action:

Receive and file.

5. **RISK OVERSIGHT COMMITTEE UPDATE**

Recommended Action:

Receive and file.

6. PUBLIC RECORDS ACT REPORT

Recommended Actions:

Receive and file.

7. TREASURER'S REPORT – FISCAL YEAR ENDED SEPTEMBER 30, 2025, AND Q3 2025 CHECK REGISTER

Recommended Actions:

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. UPDATE ON THE SELECTION OF ORANGE COUNTY POWER AUTHORITY'S (OCPA) PREPAY COUNTERPARTY; AUTHORIZATION FOR OCPA TO JOIN THE CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY (CCCFA) AS AN ASSOCIATE MEMBER; AND APPROVAL OF CCCFA AS THE BOND ISSUER FOR AN ENERGY PREPAYMENT TRANSACTION

Recommended Actions:

1. Receive and file the update on the selection of Morgan Stanley & Co. LLC as OCPA's prepay counterparty to provide energy supplier services in structuring a new transaction.
2. Adopt Resolution No. 2025-XX, authorizing OCPA to join the California Community Choice Financing Authority (CCCFA) as an Associate Member and approving the selection of CCCFA, a joint powers authority and public entity of the State of California formed under the Joint Exercise of Powers Act, as the bond issuer for potential OCPA energy prepayment financing transactions, as Attachment 1.

2. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC ENERGY ADVISORS

Recommended Actions:

1. Authorize the CEO to finalize and execute a one-year Agreement with Pacific Energy Advisors for Power Supply, Portfolio Management, Risk Management, Regulatory Compliance, and Power Procurement Services for an amount not to exceed \$588,000.00, from January 1, 2026, through December 31, 2026, including the option to extend the agreement for four additional one-year terms, subject to satisfactory performance, with a three percent (3%) cost-of-living increase should the extensions be mutually agreed and exercised.
2. Authorize the CEO to negotiate and approve changes in the compensation and annual not-to-exceed amounts based on mutually agreed extensions and Scope of Services for potential option periods from January 1, 2027, through December 31, 2030. Scope of Services may be negotiated to be transitioned to OCPA based on business needs during the mutually agreed extension periods.

3. ADOPT THE 2026 BOARD OF DIRECTORS MEETING SCHEDULE

Recommended Action:

Adopt Resolution No. 2026-XX A Resolution of the Board of Directors of Orange County Power Authority Establishing Regular Meetings of the Board of Directors for 2026.

4. PRESENTATION OF THE 2026 COMMUNITY ADVISORY COMMITTEE DRAFT WORKPLAN

Recommended Action:

Approve the Community Advisory Committee (CAC) 2026 Workplan.

9. STAFF REPORT

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

10. ADJOURNMENT

Compliance with the Americans with Disabilities Act

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

Availability of Board Documents

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



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

Monday, November 10, 2025

1. CALL TO ORDER

Chair Sonne called to order the Regular Meeting of the Orange County Authority Board of Directors at 4:30 p.m. on Monday, November 10, 2025.

2. PLEDGE OF ALLEGIANCE

Vice Chair Mai led the Pledge of Allegiance.

3. ROLL CALL

Present:	Director William Go	City of Irvine
	Director Glenn Grandis	City of Fountain Valley
	Director Fred Jung	City of Fullerton
	Vice Chair James Mai	City of Irvine
	Chair Susan Sonne	City of Buena Park

4. PUBLIC COMMENTS ON AGENDA ITEMS

Vicki Johnson City of Laguna Woods resident, commented on agenda items 8.7, 9.1 and 9.3.

Michelle Johnson, City of Irvine resident, commented on agenda items 9.1 and 9.3.

5. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Vicki Johnson City of Laguna Woods resident.

6. DIRECTOR ANNOUNCEMENTS

Director Grandis commented on the continuing sponsorships in Fountain Valley for various events. He said the positive impact on his community is continuous.

7. CLOSED SESSION

Recess to Closed Session

At 4:42 p.m., Chair Sonne called on General Counsel Norvell to recess the Board to Closed Session to discuss Item 7.1 on the agenda. General Counsel Norvell announced the Board was recessing to Closed Session. The following Board members were present: Go, Grandis, Jung, Mai and Sonne. Also present was Board Counsel Norvell.

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

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

Reconvene

At 5:08 p.m., the regular meeting of the Orange County Power Authority Board of Directors reconvened with the following present: Go, Grandis, Jung, Mai and Sonne.

General Counsel Norvell reported out of closed session that the Board met in Closed Session and discussed Item 7.1 as listed on the agenda, and the Board voted to authorize the initiation of litigation. He stated that the motion was made by Director Grandis, and seconded by Chair Sonne. The vote was unanimous. Norvell said the names of the defendants and the nature of the action will be made available upon request after the action has commenced, as long as such disclosure will not jeopardize service or settlement negotiations.

Director Go and Vice Chair Mai left the meeting at 5:08 p.m.

8. CONSENT CALENDAR

Director Grandis made the motion, seconded by Director Jung to:
Approve consent calendar 8.1 – 8.7.

The motion carried unanimously by the following 3-0-2 vote:

Ayes:	Chair Sonne, Director Jung, Director Grandis,
Noes:	None
Absent:	Director Go, Vice Chair Mai (left at 5:08 p.m.)

1. MINUTES FOR THE REGULAR BOARD MEETING OF OCTOBER 13, 2025

Action Taken:

Approved as submitted.

2. MINUTES FOR THE SPECIAL BOARD MEETING OF OCTOBER 27, 2025

Action Taken:

Approved as submitted.

3. COMMUNITY ADVISORY COMMITTEE (CAC) REPORT

Action Taken:

Received and filed.

4. LEGISLATIVE AND REGULATORY UPDATE

Action Taken:

Received and filed.

5. STRATEGIC PLAN MONTHLY STATUS REPORT

Action Taken:

Received and filed.

6. PUBLIC OUTREACH UPDATE FOR SEPTEMBER – OCTOBER 2025

Action Taken:

Received and filed.

7. RATIFY RATES EFFECTIVE OCTOBER 20, 2025

Recommended Actions:

Ratify rates effective October 20, 2025.

9. REGULAR CALENDAR

1. RECEIVE THE FINANCIAL AUDIT REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2025, AND 2024 FROM SORREN CPAs, P.C.

Chief Financial Officer Tiffany Law and Kellin Gilbert with Sorren CPA's presented this item. Law said the financial statements of the Orange County Power Authority (OCPA) are audited annually by an independent CPA, with each audit required to be completed within six months following the fiscal year-end.

Auditor Kellen Gilbert from Sorren CPA's provided an overview of the audit process and results of this year's audit.

Received the Year-End Financial Statements and Independent Auditor's Report for the fiscal year ended June 30, 2025, and 2024 from Sorren CPAs, P.C.

No motion is necessary.

2. APPROVE AMENDMENT NO. 4 WITH AM CONSERVATION GROUP, INC. (FORMERLY THE ENERGY FEDERATION, INC.)

Director of Communications and External Affairs Jacquie Henderson presented the item. She presented a PowerPoint presentation and discussed the background and the program highlights.

Director Jung made the motion, seconded by Chair Sonne, to:

Approve and authorize the Chief Executive Officer to execute Amendment No. 4 to the Professional Services Agreement with AM Conservation Group, Inc. (formerly The Energy Federation, Inc.) to increase the total contract not-to-exceed amount by \$80,000, from \$400,000 to \$480,000, to support continued implementation of Orange County Power Authority's Residential Marketplace Program through June 30, 2026.

The motion carried unanimously by the following 3-0-2 vote:

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

3. BASIC SERVICES CHARGE IMPLEMENTATION BY SOUTHERN CALIFORNIA EDISON

Regulatory and Legislative Manager Steven Halligan provided a summary and a PowerPoint that showed the Southern California Edison (SCE) Base Service Charge (BSC) overview. Halligan said Assembly Bill (AB) 205, enacted in June 2022, required the California Public Utilities Commission (CPUC) to establish an income-graduated fixed charge (IGFC) on residential electricity bills.

Action Taken:
Received and filed.

10. STAFF REPORT

CEO Joe Mosca referred the Board to his full staff report in the agenda packet. However, he quickly highlighted the early repayment of the Irvine Capital Loan and introduced OCPA's new Regulatory Analyst Matthew Chill.

11. ADJOURNMENT

There being no further business to come before the Board, Chair Sonne adjourned the November 10, 2025, Orange County Power Authority Board Regular meeting at 5:36 p.m.

Chair Sonne noted that the next Orange County Power Authority Board Regular meeting will be held on Monday, December 8, 2025, at 4:30 p.m.

Submitted by:

Lisette Chel Walker, Interim Board Clerk

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
Andrew Di Giovanna, External Affairs Manager
Linda Kraemer, Community Engagement Manager

Approved By: Joe Mosca, Chief Executive Officer

Subject: COMMUNITY ADVISORY COMMITTEE REPORT

Date: December 8, 2025

STRATEGIC GOALS

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

RECOMMENDED ACTION(S)

Receive and file.

BACKGROUND

On Monday, December 1, 2025, at 6:00 p.m., the Community Advisory Committee (CAC) held its final regularly scheduled meeting of the year. The agenda featured four informational items: a presentation on the Draft 2026 Legislative and Regulatory Policy Platform, a formal presentation of the draft Community Power Plan (CPP), and the next phase of program development, a preview of December public engagement activities, and a year-end summary of organizational milestones and staff initiatives. The meeting provided committee members with the opportunity to reflect on progress made in 2025, offer input on future priorities, and reaffirm OCPA's commitment to community-centered energy planning and statewide policy leadership.

DISCUSSION/ANALYSIS

The CAC regular meeting on December 1, 2025, included the following presentations and updates:

Draft 2026 Legislative and Regulatory Policy Platform

Staff introduced the Draft 2026 Legislative and Regulatory Policy Platform, a strategic document that outlines OCPA's policy goals and advocacy positions for the upcoming year. The platform emphasizes key priorities such as championing affordability for energy rates, preserving local control over energy procurement, advocating for expanded funding to support decarbonization and electrification programs, and protecting customer choice within California's energy market. The document also highlights the importance of regulatory stability for community choice aggregators (CCAs), with a focus on avoiding cost shifts and unfunded mandates that disadvantage CCA customers. Committee members were invited to provide comments prior to the platform's presentation to the Board of Directors for formal adoption.

Presentation of the Draft Community Power Plan

Staff presented the draft CPP to the CAC with request for feedback and a focus on the transition from planning to program development. The recently completed needs assessment, informed by stakeholder surveys and technical analysis, has identified priority areas for program design in 2026. These include but are not limited to renter-focused electrification assistance, a demand response program for residential and small business customers, and a comprehensive offering that integrates audits, rebates, financing, and technical assistance to support home and business energy upgrades. Staff presented a proposed program roadmap for 2026 that incorporates these high-priority concepts while aligning with OCPA's strategic goals and community equity commitments. Committee members were asked to review the program themes and provide recommendations based on community needs, feasibility, and potential impact. Feedback from committee members included interest in load shifting and commercial energy reduction strategies, support for renter-focused program design, and questions about the status of workforce development initiatives.

Public Engagement for December 2025

Staff presented a summary of public engagement activities planned for December, with a focus on cultural events, holiday celebrations, and community-led service opportunities across OCPA's member cities. Highlights include OCPA's participation in holiday tree lightings in Fullerton, Buena Park, and Fountain Valley; the Metrolink Holiday Express Train in Irvine; and the annual Iranian American Chamber Yalda Gala. These events are designed to reach residents in a festive and informal setting, offering opportunities to provide an on-the-ground presence during the holiday season. Committee members were encouraged to attend events in their respective communities and support efforts to increase visibility.

Updates from Staff

OCPA staff provided a comprehensive update highlighting recent organizational developments, communications enhancements, and community outreach efforts. A key announcement included the release of OCPA's independent financial audit for the fiscal year ending June 30, 2025, which confirmed the agency's sound financial position and affirmed its continued ability to deliver reliable service and fulfill operational obligations.

Staff shared that OCPA had recently introduced a suite of updated website tools aimed at improving public education and customer experience. These enhancements include revised FAQs, visual fact sheets, and a refreshed content carousel that simplifies access to core information about rates, programs, and enrollment. The updates are part of a broader initiative to improve transparency and provide customers with easy-to-understand resources about their energy choices.

Staff reported on new collaborations with the City of Irvine to distribute program flyers through food distribution events that serve low-income residents. In addition, staff attended the Green California Schools and Higher Education Summit, where discussions focused on opportunities for decarbonizing public school infrastructure. Community Engagement Manager Linda Kraemer also participated in a panel hosted by the Sustain OC Foundation to support student-driven climate leadership on school campuses.

Internally, OCPA introduced a new Engaged Purpose Statement, developed during a recent strategic planning retreat, emphasizing collaboration, accountability, and public service. The agency was also honored with the 2025 Energy Visionary Award from the Asian Business Association of Orange County, recognizing OCPA's leadership in clean energy access and community impact.

FISCAL IMPACT

None

ATTACHMENT(S)

None

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 7.3

To: Orange County Power Authority Board of Directors

From: Steven Halligan, Regulatory and Legislative Manager
Matt Chill, Regulatory Analyst

Approved By: Joe Mosca, Chief Executive Officer

Subject: LEGISLATIVE AND REGULATORY UPDATE

Date: December 8, 2025

STRATEGIC GOALS

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

RECOMMENDED ACTION

Receive and file.

BACKGROUND

Orange County Power Authority (OCPA) staff actively participate in several regulatory proceedings at the California Public Utilities Commission (CPUC), California Independent System Operator (CAISO), and the California Energy Commission (CEC). A summary of high priority, active proceedings is provided below.

ANALYSIS AND DISCUSSION

Regulatory and Legislative Committee

The Regulatory and Legislative Committee met on December 1, 2025. The Committee selected meeting dates for 2026, received an update and provided feedback on the draft 2026 Legislative and Regulatory Policy Platform, and received a legislative and regulatory update. The final 2026 Platform will be presented to the Board of Directors in January 2026. A draft is also included as Attachment A.

California Legislative Update

Staff conducted ongoing analysis and monitoring of state legislation throughout the 2025 legislative session and identified 120 bills relevant to OCPA operations, customer impacts, or broader energy-sector policy (Attachment A – 2025 Orange County Power Authority Bill Tracker). Of these, 11 were designated as high priority based on potential implications for affordability, procurement, compliance obligations, governance, or operational flexibility.

Of the 120 bills monitored:

- 79 bills failed to meet statutory deadlines and will not move forward this year.
- 41 bills advanced to the Governor’s desk.
- 29 bills were signed by the Governor, while the remainder were vetoed.

Staff track legislation across multiple categories critical to OCPA and its member agencies, including affordability programs, building energy standards, resource procurement and energy sources, CEQA and environmental compliance, transmission policy, decarbonization strategy, demand forecasting, electrification, IOU rate case proposals, regulatory oversight reforms, and workforce development. These categories help staff identify cross-cutting risks and opportunities early in the legislative process and ensure alignment with OCPA’s policy platform.

The 2025 legislative session concluded on Saturday, September 13, 2025. Lawmakers introduced more than 2,800 measures, with over 900 ultimately reaching Governor Newsom for consideration. As the first year of the two-year legislative cycle, approximately 1,100 bills were designated “two-year” bills, meaning they did not advance this year but may return when the Legislature reconvenes in January 2026. Many of these two-year bills are expected to be central to next year’s policymaking, particularly those related to affordability, reliability, and California’s clean energy transition.

The Governor had until October 12, 2025, to sign or veto legislation. Of the **11 high-priority bills** tracked by OCPA this session, the Governor signed **nine** and vetoed **two**:

- AB 527 (Papan) – *Vetoed*. OCPA monitored this bill because it aligned with CalCCA’s support for limited CEQA exemptions for geothermal exploratory projects. The Governor’s veto message stated that similar changes enacted last year under AB 1359 (Papan) require additional time to evaluate before further statutory adjustments are made.
- SB 541 (Becker) – *Vetoed*. CalCCA opposed this bill. The Governor determined it to be “largely redundant and, in some cases, disruptive” to ongoing CPUC, CEC, and CAISO efforts to enhance statewide electric load-management strategies.

These outcomes will influence OCPA’s legislative engagement heading into 2026.

The California Legislature will reconvene on January 5, 2026. Key early-session deadlines include:

- January 16, 2026 – Last day for policy committees to hear and report fiscal bills introduced in their house to fiscal committees.

- January 31, 2026 – Deadline for all bills to be introduced.
- February – April 2026 – Policy committee hearings and amendments period for two-year bills.
- May 2026 – Governor’s May Revision will inform budget-related clean energy and affordability proposals with direct impacts on customers and load-serving entities.

Staff will continue tracking two-year bills and newly introduced legislation, prioritizing measures that could impact OCPA’s power procurement, rate affordability, regulatory compliance, or long-term planning efforts.

Regulatory Update

California Public Utilities Commission Updates

Power Charge Indifference Adjustment (PCIA) Proceeding – R.25-02-005

Background: 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 proceeding will consist of two tracks. The first track will be an expedited track focused on potential modifications to the Market Price Benchmark (MPB). Track two may consider several issues including a review of the revisions to the MPB, consideration of ERRRA-specific implementation guidance for RA program changes, changes to Bundled Procurement Plan directions, and consideration of improved PCIA and ERRRA mechanisms to reduce rate volatility. The CPUC has identified four objectives of the proceeding:

1. Consider and identify reasonable improvements to existing ERRRA and PCIA rules, mechanisms, and processes to ensure best practices in utility forecasting and other procurement plan activities;
2. Identify ways to mitigate and respond to rate volatility, whether resulting from market conditions or ratemaking constructs;
3. Best ensure indifference among bundled and departed customers;
4. Provide policy guidance to ensure that individual utility forecast ratemaking proceedings function as efficiently and consistently as possible.

CalCCA filed Reply Comments on the Track 1 PD on June 17, 2025, recommending that the CPUC:

- Reject the Joint IOUs’ recommendation to include in the definition of “affiliate” “any Joint Powers Agency [JPA] or partnership in which a load serving entity is a member” given that this definition would result in the exclusion of transactions by individual CCAs who are members of JPAs such as CC Power, which do not fall within the non-market based affiliate transactions the PD seeks to exclude;
- Reject the PD’s proposed timeframe of transactions to include in the RA MPB as supported by parties including the Joint IOUs and CUE, given this timeframe is not supported by the record and will decrease the accuracy of the RA MPB; and
- Reject the PD’s adoption of the new calculation methodology for the Final 2025 RA MPB, as such adoption would constitute impermissible retroactive ratemaking.

The Track 1 PD was approved at the June 26, 2025, CPUC Voting Meeting. The Track 1 PD states:

- The current RA MPB methodology examines a three-year dataset to determine the local RA MPB forecast, adding a fourth year to the dataset for the final local RA MPB. Adjusting the methodology to a single RA MPB calculation, utilizing system, flexible, and local RA procurement data from the three- and four- year datasets, allows for the consideration of more transaction data.
- Combining the three MPBs into a single MPB with three years of data for forecast MPBs and an additional year of data for final MPBs appropriately balances data sufficiency with the Commission's currently established method of valuing RA portfolios based upon short-run market prices.
- The RA MPB should be based upon competitive market pricing that reflects supply and demand dynamics.
- Affiliate and swap transactions reflect considerations other than market-based supply and demand pricing of the resources involved in the transaction.
- Inclusion of affiliate and swap transactions in the RA MPB calculation introduces the potential for manipulation of the RA MPB.
- Transactions between the PG&E CPE and PG&E LSE, as well as transactions between the SCE CPE and SCE LSE are subject to independent verification that ensures transaction values reflect competitive pricing.
- Sleeve transactions involve multiple transactions based involving the same resource and single market-based price. Considering each transaction within a sleeve as a separate transaction in the RA MPB calculation results in the overweighting of a single price determination within the transaction dataset and distorts the RA MPB.
- The changes adopted should be applied to the calculation of the 2025 Final and 2026 Forecast RA MPB and all succeeding forecast and final MPB calculations.

Update: On July 28th, 2025, CalCCA filed an Application for Rehearing (AfR) on Track 1 of the proceeding. This AfR addressed CCA opposition for the CPUC's engagement with retroactive ratemaking in the MPB calculation methodology for the 2025 Erra True Up, which is prohibited under Section 728 of the Public Utilities Code. On October 31, 2025, the Commission issued an Order Denying CalCCA's Application for Rehearing of the Track 1 decision regarding RA MPB calculations. This denial begins a 30-day window for CalCCA to file an appeal with the appellate court. CalCCA is exploring this option.

Resource Adequacy (RA) - R.25-10-003

Background: This rulemaking continues the CPUC's oversight of the Resource Adequacy (RA) program, establishes forward RA procurement obligations applicable to load-serving entities beginning with the 2027 compliance year, and considers structural reforms to the program. This proceeding is the successor to Rulemaking 23-10-011, which addressed these topics over the past two years.

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 Slice of Day (SOD) program.

Update: The OIR for R.25-10-003 was issued on October 15, 2025. The Preliminary Scoping Memo for the OIR proposes the following issues be considered within the proceeding: (1) adoption

of local capacity requirements; (2) adoption of flexible capacity requirements; (3) loss of load expectation (LOLE) study; (4) accreditation for Long-Duration Energy Storage (LDES); (5) unforced capacity (UCAP); (6) accreditation of solar and wind resources; (7) transactability issues within the SOD Framework; (8) residual unit commitment (RUC) for RA resources; (9) coordination with the integrated resource planning (IRP) proceeding; and (10) refinements to the RA program.

Opening comments were due on November 4, 2025. CalCCA submitted comments recommending the CPUC:

1. Address RA SOD Transactability, as is currently scoped in the OIR;
 - a. CalCCA requests that CPUC adjust the schedule such that parties can file modified proposals after the Energy Division releases its report on an unspecified date within Q1 2026. The current schedule states a deadline of January 23, 2026 for all party proposals, so it is possible the Energy Division's report is released after this current deadline.
2. Include load forecasting issues as an issue within the scope;
 - a. CalCCA suggests the Commission coordinate with the CEC to increase transparency, collaboration, and certainty in demand forecasts, adjustment, and allocation processes used to set LSEs' RA requirements given the unprecedented projection of load increases associated with the deployment of data centers and other large load.
3. Clarify how local RA Central Procurement Entities (CPEs) are intended to use the aggregated results of the LSEs' local RA data request responses in their procurement decisions;
 - a. CalCCA expresses that SCE and PG&E appear to use the results of the data request differently, and states that SCE's approach seems superior because accounting for contracts for resources in local areas would limit over procurement. PG&E's approach was unclear as to whether or how it accounted for LSE contracts in local areas.
4. Consider updates to the Commission's requirements for showing MIC to align with the SOD framework; and
5. Include DR, DER, and microgrid counting rules within the scope of this proceeding.

CalCCA submitted Reply Comments on the OIR on November 14. CalCCA focused its reply comments on giving parties an opportunity to provide input into loss of load expectation (LOLE) study inputs and assumptions, addressing DR exports within the proceeding, and rejecting recommendations for considering GHG emission attribution within RA as this is already handled via RPS compliance.

The Prehearing Conference occurred on November 17. Many comments from parties on the scope of the OIR focused on the need for coordination with the IRP Proceeding, RA SOD Transactability, LDES RA accreditation, and LOLE study updates. The CPUC anticipates that its RA Transactability report will be available in mid-February and clarified that it will provide an opportunity to comment and submit proposals prior to the June 2026 decision.

The Scoping Memo will be issued at some point in December 2025.

The CAISO reviewed and evaluated aggregate 2026 annual RA Plans of LSEs and central procurement entities (CPEs), releasing its Evaluation Report on November 6, 2025. Its evaluation showed LSEs within the SCE service territory maintained aggregate compliance with year ahead RA obligations submitted on October 31, 2025. There are Local RA deficiencies within the PG&E area, however.

Climate Credit – R.25-07-013

Background: This OIR was opened 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. Residential customers receive on average \$120 per year from the credit, dispersed once in the winter and once in the summer. The CPUC opened the proceeding to further address affordability, and to support the California Industry Assistance which is intended to minimize businesses relocating to other states without emissions compliance programs.

Update: CalCCA filed Opening Comments on the Climate Credit OIR on September 26, 2025 and reply comments on October 13, recommending the CPUC support the OIR preliminary scope, including considering changes to customer eligibility criteria, timing and method of Climate Credit distribution, and messaging to customers. OCPA staff will attend a prehearing conference scheduled for November 21, 2025. OCPA aims to ensure modifications to the Climate Credit are competitively neutral, including eligibility criteria and customer messaging, and to ensure existing customers continue receiving the Climate Credit.

Integrated Resource Planning (IRP) – R.25-06-019

Background: This OIR, issued on July 2, 2025, supersedes R.20-05-003 as the primary venue for CPUC oversight of the IRP process, which requires the Commission to identify a resource portfolio to ensure a reliable electric supply that can also achieve clean energy and environmental goals of SB 350 and SB 100.

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 RCP, if adopted, will occur in this new IRP rulemaking.

Update: OCPA filed its Updated Annual Load Forecast by the September 12, 2025 deadline. OCPA also attended the Pre-Hearing Conference (CPUC) which was held on September 29.

Directly following the PHC, the CPUC requested comments by October 22, 2025 about (1) a base and sensitivity electricity portfolio for the CAISO to study in its 2026-27 Transmission Planning Process (TPP) and (2) a Commission order for 6,000 MW of LSE procurement between 2029-32.

CalCCA submitted comments on the Ruling on October 22, 2025, recommending the CPUC update framework for TPP portfolio selection to align the base case with that of least regrets and modifying the base case to use more conservative load assumptions given significant uncertainty with data center and electrification demand in the 2024 IEPR Demand Forecast. Over-procurement

and affordability implications are key to CalCCA, as is seen with these comments. Other key CalCCA priorities within comments are:

- Maintaining LSE autonomy with power procurement instead of through a Central Procurement Entity;
- Minimizing ad hoc procurement orders and instead focusing on developing the RCPMP for predictable procurement periods and processes; but if ad hoc procurement orders are released, they should:
 - o Order procurement of generic capacity instead of technology- or attribute-specific orders;
 - o Only issue an order for 2,000 MW in 2029-30 and 2,000 MW in 2031-32, and then reevaluate whether an additional 2,000 MW of procurement is needed in Q1 of 2028;
 - o Ensure LSE's net positions aren't revealed to potential sellers; and
 - o Refrain from ordering procurement within local capacity areas
- Maintain the amount of in-state and offshore wind included in previous TPP portfolios in the base case.

CalCCA submitted reply comments in line with these priorities on October 31, 2025. CalCCA specifically supported Cal Advocates' and SDG&E's recommendation that no procurement order should be ordered for 2031-32 until more information is available on the likelihood of data center and large load materialization by then. This essentially takes CalCCA's recommendation from its opening comments about the two-tranches (one for 2031-32) and goes one step further by suggesting that no procurement order is released for 2031-32 yet. CalCCA opposed releasing the full ad hoc 6,000 MW procurement order as was recommended by ACP-CA and Hydrostar. CalCCA also supported many parties who recommended procurement needs be allocated to all LSEs, rather than a CPE, and opposed parties who recommended the use of technology- or attribute-specific procurement requirements.

CPUC requested comments on the preliminary mapping of resources within the proposed electricity resource portfolios in the TPP to busbars on the transmission system due on November 21, 2025. CalCCA did not file comments.

Rule 21 – R.25-08-004

Background: The OIR was issued on August 20, 2025. The Preliminary Scoping Memo proposes the following topic areas be considered within the proceeding: (1) Screen Q and R electrical independence tests; (2) the interconnection process; (3) interconnection pathways and standards; (4) cost sharing of upgrade costs and responsibility for upgrade costs due to load reduction; (5) tariff implementation costs; (6) net energy metering- and net billing tariff-related updates to Rule 21; (7) communications and interoperability of DERs; and (8) utilities' WDAT processes and relationship to Rule 21.

The Commission opened this rulemaking to consider refinements to the interconnection of distributed energy resources (DER) under Electric Tariff Rule 21. Electric Rule 21 (Rule 21) is a tariff that describes the interconnection, operating and metering requirements for generation facilities to be connected to an investor-owned utility's (IOUs) distribution system and transmission system over which the California Public Utilities Commission (Commission) has jurisdiction. Rule 21 provides a generating facility (i.e., customers wishing to install generating or

storage facilities on their premises) with access to the electric grid while protecting the safety and reliability of the distribution and transmission systems.

Update: Opening Comments were due on October 19, 2025. CalCCA submitted comments recommending:

1. Modifying Scoping Item 7 (above) to explicitly include consideration of costs and standards for communications and interoperability of non-IOU owned DER and DERMs;
2. Modifying Scoping Item 2 (above) to include consideration of a penalty structure for IOU noncompliance with interconnection timelines;
 - a. The Commission found that the issue of financial penalties in D.20-09-035 was premature given there was a need to first determine whether timeline certainty of DER interconnection was improving. Over five years have passed since then and issues with interconnection timelines still appear to be occurring, as is evidenced by the California Solar and Storage Association's recent complaint against PG&E and SCE for repeated violation of Rule 21 interconnection timelines.
3. Dividing the proceeding into two phases: (1) Process Improvements and Technical Requirement Updates (Scoping Items 1, 2, 3, 6, and 8) and (2) Cost Issues (Scoping Items 4, 5, and 7); and
4. Coordination with the recently opened Demand Response OIR (R.25-09-004) as it addresses relevant issues such as those considered by the CAISO Demand and Distributed Energy Market Integration Working Group.

Reply Comments were due on November 10, 2025. CalCCA expressed support for prioritizing reforms to the Screen Q, as was recommended by many parties in the Opening Comments. CalCCA also recommended rejecting PG&E's and SCE's recommendation to remove consideration of utilizing integration capacity analysis (ICA) values within the Rule 21 interconnection process. SCE and PG&E assert that this topic is covered within the High DER proceeding, but CalCCA and several other parties believe that it should also be considered here to ensure ICA values are properly enhanced so they are useful within the Rule 21 interconnection process. Specifically, the California Energy Storage Alliance (CESA) suggests the need to "adopt consistent ICA calculation methodologies and data formats" and "update ICA maps more frequently to reflect current system conditions and pending interconnection requests."

Demand Response – R.25-09-004

Background: The OIR was issued on September 29, 2025. The preliminary scope of the proceeding includes (1) determining guiding principles for demand response policies; (2) policy on dual participation, valuation methodologies and evaluation metrics, CAISO market integration topics, and resource adequacy valuation and slice-of-day implementation; and (3) standards for data systems, communication protocols, and data transfer processes to support relevant initiatives such as dynamic rates. This OIR seeks to evaluate and enhance the consistency, predictability, reliability, and cost-effectiveness of demand response resources. The Commission will accomplish this enhancement by updating our demand response guiding principles, policies, and data system and process requirements.

In this rulemaking, CPUC intends to re-evaluate several key Commission demand response policies, including its dual participation policy (D.09-08-027), valuation methodologies and evaluation metrics, and others. The dual participation policy enables customers to participate in up to two DR programs, assuming one provides an energy payment and one provides a capacity payment.

Update: Opening Comments were due on November 13, 2025. CalCCA recommended including six additional topic areas in addition to the preliminary scope:

- (1) Consideration of necessary updates to existing DR data systems, not just new data systems;
- (2) Evaluation of barriers to DR adoption and potential solutions to overcome these challenges;
- (3) Discussion of PG&E's and SCE's real-time pricing (RTP) pilot evaluations;
- (4) Consideration of advanced demand flexibility management and customer DER compensation;
- (5) Explicit definition of what is and is not a DR resource, including sub-types of DR; and
- (6) Explicit definition of cost-effectiveness in the context of DR and load flexibility.

CalCCA also recommended that the DR Guiding principles should be amended to:

- (1) Add customer choice and competitive neutrality among DR service providers to the DR goals adopted in D.16-09-056; and
- (2) Ensure that it does not exclude behavioral DR programs and resources from being considered cost effective.

Reply Comments are due on December 1, 2025.

California Energy Commission (CEC) Updates

Integrated Energy Policy Report

Background: The CEC adopts an Integrated Energy Policy Report (IEPR) every two years and an update every other year. A cornerstone of California's energy planning is the California Energy Demand Forecast, developed by the CEC. This forecast provides critical information that informs energy planning proceedings across the state and serves as an important input into the state's comprehensive energy planning. The CEC, CPUC, and California ISO agreed that specific elements of this forecast set will be used for planning and procurement in the California ISO's transmission planning and the CPUC's integrated resource plan, resource adequacy, distribution system planning, and other planning processes.

Update: Draft load modifier forecast results were presented at the Commissioner Workshop on Load Modifier Results on November 13, 2025. On December 11, 2025, the CEC will host another Workshop on the overall Forecast. The 2025 IEPR will be finalized and adopted in 2026.

Draft results from the Load Modifier Results Workshops were shared, with key takeaways including the following:

- Behind-the-meter solar and storage adoption and added capacity is expected to sharply decline in the near-term due to the repeal of the federal investment tax credit (ITC);
- With the withdrawal of CARB's Advanced Clean Fleets Regulation, load impact from medium- and heavy-duty electric vehicles (MHDEVs) is expected to be greatly reduced from the 2024 IEPR forecast by 2035;
- Light-duty electric vehicle (LDEV) adoption has not declined nearly as significantly within the 2025 IEPR. The CEC team attributed this to the fact that the current methodology does not consider tariffs within its forecast;
- The business-as-usual forecasts for additional achievable energy efficiency and fuel substitution in conjunction result in reductions in electricity consumption until about 2030, at which point electricity increases due to fuel substitution outweighing electric efficiency gains; and
- Data center load impacts are challenging to plan for given the uncertainty of deployment from many sites. Group 1 and 2 data center projects, those with signed agreements or active applications respectively, have remained relatively flat between the 2024 IEPR Update and the 2025 IEPR. Group 3 data center projects, which are purely inquiries, are more speculative and only impact the CEC's "High" or aggressive data center scenario, unlike Group 1 and 2 which impact the "Mid" data center scenario.

California Independent System Operator (CAISO) Updates

Interconnection Process Enhancements (IPE) 5.0

Background: [The 2023 Interconnection Process Enhancements \(IPE\) initiative](#) is focused on enhancing coordination of resource procurement and interconnection, resource planning and transmission planning to achieve state reliability and policy needs. In the 2023 IPE initiative, the CAISO intends to consider more fundamental changes to the Generator Interconnection and Deliverability Allocation Procedures than were considered in IPE 2021.

With IPE 2023, intake scoring and ranking processes are leveraged to determine which projects are included in cluster studies for determining Transmission Plan Deliverability (TPD) allocation. The scoring and ranking processes led to an overall 73% reduction in the number of submissions for cluster 15 projects.

[IPE 5.0](#) is to address commitments the ISO made during IPE 2023, where the ISO made foundational changes to its interconnection procedures, which were approved by FERC. IPE 5.0 seeks to further enhance the interconnection process, but not nearly as substantially as IPE 2023.

Update: Staff attended Stakeholder Meeting on the Draft Final Proposal for IPE 5.0 on October 20, 2025. CalCCA submitted comments on the Draft Final Proposal on November 3, 2025. Updates from the IPE 5.0 Draft Final Proposal as it currently stands will (in addition to other smaller changes):

- Make minor updates to the intake scoring and ranking rubric that largely seek to reduce the extent to which large projects are able to dominate the Commercial Interest section of the scoring process by instituting a project size cap (max of 500 MW);
- Require distribution system projects to also go through this same intake scoring and ranking process;
- Allow Operational Energy Only projects in cluster 15 and beyond to seek deliverability through this process as part of the Commercial Allocation Group;

- o This originated from a CalCCA proposal. However, the current language in the Draft Final Proposal differs from CalCCA's proposal in that any Energy Only project that is found to be behind a transmission constraint will be ineligible for TPD. The project will not be able to fund network upgrades to enable the project to receive TPD either.
- o Introduce protocols for removing stagnant projects from the interconnection queue if they have been in-queue for seven years (plus potentially three years of extensions); and
- o Result in projects that are not within CAISO but impact CAISO to enter the queue lower than projects within existing cluster studies.

Storage Design and Modeling

Background: This initiative explores enhancements to energy storage market design, modeling, and processes. Efforts are organized into four topic groups: Outage Management, Uplift & Default Energy Bids, State-of-Charge Management Topics, and Mixed-Fuel & Distribution-Level Resources.

Updates: On November 12, 2025, CAISO held a workshop for its Storage Design and Modeling initiative. This workshop covered CAISO's thinking around Uplift & Default Energy Bids (DEBs) and State-of-Charge Management Topics for Storage. The former is being considered to limit the ability of storage operators to exhibit market power to uneconomically bid to maximize their bid cost recovery payments, and the latter is being considered to ensure that energy storage foldback is being appropriately considered within grid operations.

Comments must be submitted on these Storage Design and Modeling topics by November 26, 2025. The CAISO will use comments and feedback provided at the November 12th workshop to develop a draft final proposal.

Draft 2026 Policy Platform

Staff are in the process of updating the OCPA Policy Platform for 2026. Changes to the 2026 Draft Policy Platform include formatting changes, clarifications about purpose, and function of the platform. Staff have proposed including additional information about policies related to demand response, dynamic rates, workforce development, and the California Climate Credit. These changes are included due to anticipated priorities in the legislature and at the regulatory agencies. The CPUC has already opened proceedings to discuss changes to both demand response and climate credit.

On December 1, 2025 staff sought feedback from the Community Advisory Committee on the Draft 2026 Policy Platform. Staff then presented the draft to the Regulatory and Legislative Committee on December 4. Staff is currently seeking additional feedback from internal and external stakeholders and will seek the Boards approval of the 2026 Policy Platform in January 2026.

Events, Workshops, and Meetings

During the past month, staff attended several events, workshops, and meetings. These included:

- CalCCA Regulatory Policy meetings – including several tiger team meetings covering PCIA, POLR, IRP, Large Load, Distribution, and RA proceedings

- Weekly CalCCA Legislative Policy meetings - including several Tiger teams such as Infrastructure, Building Decarbonization, Zero-Emission Vehicles, Autonomy, and Affordability
- CalCCA Federal Policy meetings
- CalCCA Legislative Committee Meeting
- CalCCA 2025 Regulatory Policy Meeting
- CalCCA Monthly CAISO meeting
- Stakeholder Policy meetings
- CalCCA Regulatory Directors meeting
- CalCCA Compliance meetings
- SCE 2024 ERRA Compliance Meeting
- CEC Business meeting
- CEC IEPR Workshop – Load Modifier Draft Results
- CAISO stakeholder meetings
- CPUC Pre-Hearing Conference for RA
- CPUC Pre-Hearing Conference for Climate Credit
- CPUC High DER Integrated Planning Workshop #2
- CPUC Electrification Impact Study Part 2
- CPUC Integrated Planning Workshop #2
- CPUC Voting Meeting
- CAISO Storage Design and Modeling Workshop
- SoCalREN Advisory Committee Meeting

FISCAL IMPACT

None

ATTACHMENTS

Attachment A – Draft 2026 Policy Platform

DRAFT Orange County Power Authority 2026 Legislative and Regulatory Policy Platform

Approved: _____

DRAFT

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Overview and Purpose

The Orange County Power Authority (OCPA) Legislative and Regulatory Policy Platform (Platform) serves as a guide to the OCPA Board of Directors and staff in their advocacy efforts and engagement on policy matters of interest to OCPA. The Platform allows both members of the OCPA Board of Directors and OCPA staff to pursue actions at the regional, state, and federal legislative and regulatory levels in a consistent manner and with the understanding that they are pursuing actions in the best interest of the organization and its mission, its customers, and its member agencies.

The Platform enables the organization to move swiftly to respond to issues brought before Legislature and Executive Branch agencies including the California Public Utilities Commission (CPUC), the California Energy Commission (CEC), California Independent System Operator (CAISO), and the California Air Resources Board (CARB) so that OCPA's views can be heard on important matters in a timely fashion.

The Platform provides direction to OCPA staff on positions that should be taken on regulatory matters and legislative bill proposals. The Platform also provides guidance to the Chief Executive Officer on positions that should be taken on legislative and regulatory matters that come before the California Community Choice Association (CalCCA) Board of Directors.

OCPA's legislative and regulatory advocacy is grounded in a commitment to five core principles: affordability, reliability, decarbonization, local control, and equity. These guiding principles reflect OCPA's mission to provide clean, competitively priced energy while maintaining flexibility to meet the unique needs of its member agencies and customers. OCPA will pursue policies and partnerships that advance

these principles in a balanced and pragmatic manner, ensuring long-term benefits for both customers and the region's energy future.

OCPA collaborates closely with its member agencies to strengthen and align advocacy efforts across the region. Through regular communication and coordinated policy engagement, OCPA ensures that legislative and regulatory positions reflect shared local priorities and maximize benefits for all communities in its service area.

Mission, Vision, and Engaged Purpose Statement

Mission:

To provide the option of renewable energy at competitive rates and equitably reinvest to support sustainable communities.

Vision:

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

Engaged Purpose Statement:

The OCPA team is dedicated to making a positive impact by empowering one another and the communities we serve. We emphasize sustainability and resilience, fostering strong relationships through collaboration, transparency, and trust. Together, we strive to lead by example and nurture a culture of accountability and shared success, paving the way for a brighter and healthier future powered by clean energy.

Policy Platform

Affordability and Rates

OCPA supports rates that are competitively priced, enable high-value services to OCPA customers, and support cost-of-service that includes funds needed to cover operations, meet reserve targets, and fund decarbonization programs.

OCPA will:

- Support policies that promote affordable rates for all Californians while ensuring ratepayer equity and maintaining ratemaking autonomy for Community Choice Aggregators (CCA).
- Support policies that minimize the cost of service and eliminate unnecessary costs so OCPA can provide more affordable electricity to customers.
- Pursue administrative and legislative initiatives that will ensure that non-bypassable charges, including PCIA, assessed for OCPA customers are fair, and that OCPA's customers are not unnecessarily burdened by non-bypassable charges.
- Support reforms to the PCIA that ensure customers pay only their fair share of costs for resources procured before they joined a CCA and ensure that the PCIA reflects true market value.
- Pursue administrative and legislative initiatives to ensure that OCPA is eligible to apply and receive funding made available to the electricity sector for decarbonization, reliability, and affordability purposes, and that OCPA's financial health is not disparately impacted by new regulations.
- Advocate for Provider of Last Resort fees that appropriately factor in the risk of LSE failure.
- Support rate structures that encourage electrification. Support maintaining local autonomy in the development of electric rate structures to ensure they are tailored to meet the needs and interests of our customers. Oppose mandates that would require implementation of rate designs that do not provide clear benefits to our communities.
- Advocate for rate reform so programs like wildfire mitigation and public purpose programs are funded outside of rates.

- Support continuation of the California Climate Credit as a customer benefit that offsets energy costs and demonstrates the value of state climate investments. Ensure the California Climate Credit is distributed equitably and maximizes community benefit.
- Advocate for the development of optional real-time-rates that can empower customers to maximize bill savings if they are willing to adjust their behavior in alignment with wholesale electricity pricing.

Clean and Reliable Grid

OCPA supports investments and removal of barriers in building transmission and renewable projects to enable the transition to a cleaner grid. OCPA supports a reliable electric system, including the smart buildout of the distribution grid to prepare for increased electrification.

OCPA will:

- Advocate for policies and investments that accelerate the transition to a clean energy system while maintaining grid reliability, ensuring fair cost allocation, and maximizing local benefits for customers and member communities.
- Support investments in transmission upgrades and efforts to reduce interconnection barriers and distribution grid failures, including addressing permitting challenges and increased transparency.
- Support efforts to ease supply chain challenges and get renewable projects online faster.
- Advocate for investments that increase the reliability of the electric system and recognize the role of fossil plants as the system transitions to renewables.
- Ensure that penalties increase the production of renewables instead of simply raising the floor price of energy in the market.

Climate Change Mitigation

OCPA supports funding, projects, and programs to decarbonize the economy, especially in the electric, building, and transportation sectors. OCPA seeks

opportunities to amplify our programs through regional, state, and federal levels both through policy and funding. OCPA supports efforts to remove barriers to fuel switching/decarbonization.

OCPA will:

- Understand and advocate for funding opportunities to support clean energy and climate change mitigation, including the Federal Inflation Reduction Act.
- Support efforts to transition buildings to electric, including removing the obligation to serve gas requirement and efforts to modernize permitting.
- Support funding for EV infrastructure and ensure EV policies are technology neutral.
- Advocate for the fair valuation of resources, including capturing the value of demand-side resources better in the CAISO.
- Advocate for increased funding for clean energy workforce training and investments to reduce fossil damage in low-income communities.
- Advocate for pathways that enable optional contributions to clean and renewable electricity procurement above and beyond required levels by the RPS, such as the Voluntary Renewable Energy (VRE) Program through the Cap and Invest Program.
- Support efforts to decarbonize industrial uses and processes, including reducing the use of baseload fuel cells that use natural gas.

Customer Programs

OCPA supports funding to provide energy support services, education, and opportunities for reducing energy costs to all customers including those who are low-income, seniors, veterans, and/or people with disabilities. OCPA supports policies and efforts to ensure that services and education are offered in languages other than English.

OCPA will:

- Support legislation and initiatives that increase funding for energy efficiency, demand response, solar plus storage, and transportation electrification programs, workforce development, and energy literacy services.
- Pursue administrative and legislative initiatives that will enable OCPA to pursue demand response programs and opportunities for its customers.
- Support legislation and regulation that enhances the value of distributed energy resources (DERs) for OCPA customers by enabling them to provide beneficial grid services in harmony with non-OCPA customer DERs, participate in the wholesale market, and access other potential DER value streams.
- Pursue administrative and legislative initiatives to promote electrification of the transportation sector in response to state and federal goals aimed at increasing the usage of zero emission vehicles.
- Pursue administrative and legislative initiatives that support the ability of OCPA to promote electrification and the reduction of natural gas usage in the building sector.
- Pursue administrative and legislative initiatives that support the ability of OCPA and its member agencies to offer local grid management and resiliency solutions to increase local reliability and adaptability that could protect against power outages and extreme heat.
- Pursue administrative and legislative initiatives that support the ability of OCPA to offer and utilize distributed energy resources as part of its reliability, resiliency and community engagement strategies.
- Pursue administrative and legislative initiatives that support the ability of OCPA to explore new opportunities related to behind the meter clean energy resources.

Data Access

OCPA recognizes the importance of having accurate and timely data. This data is vital to improve billing accuracy and to inform the development and implementation of customer programs. It is important that OCPA is not charged exorbitant fees to obtain this data.

OCPA will:

- Support a PCIA structure that is transparent, accurate, and aligned with actual procurement costs. Advocate for consistent and fair PCIA calculations to ensure customers are not overcharged for legacy utility resources and that local programs can continue delivering affordable, clean energy.
- Pursue administrative and legislative initiatives that will enable OCPA to obtain timely and accurate access to its customers' data to improve billing accuracy and inform the development and implementation of customer programs.
- Support policies that enhance timely access by CCAs to quality billing data to enable demand flexibility initiatives and innovative rate design.
- Pursue administrative and legislative initiatives to ensure that the fees due to Southern California Edison for data access and management are fairly assessed based on data needs and potential technological improvements.

Diversity, Equity and Inclusion

OCPA supports policies that consider equitable treatment of low-income and historically underserved communities through affordable electricity rates, priority access to decarbonization and climate mitigation programs.

OCPA will:

- Support programs that invest in low-income and historically disadvantaged communities (communities of concern) either through separate tracks that dedicate funding to or that give deeper levels of subsidies for these groups.
- Support tenant access to the benefits of decarbonization programs and tenant protections.
- Support efforts to repeal Proposition 209, which limits public agencies' ability to engage in equity efforts.
- Support legislation and regulation that supports the ability of communities of concern in the OCPA service area to have affordable, reliable and clean energy.
- Support legislation and regulation that strengthens the resilience of vulnerable communities to the impacts of climate change.
- Support legislation and regulation that enables all communities, including emerging and historically marginalized communities in California, to participate in decarbonization efforts.

- Support legislation, regulation and policies that internalize the externalities of carbon, through true cost pricing and social cost accounting.
- Support legislation and initiatives that would reduce local air pollution, reduce other negative local impacts associated with energy production, and boost adoption of distributed energy resources within communities of concern.
- Oppose legislation and initiatives that have the potential to disproportionately and negatively impact communities of concern.

Local Control and Development

OCPA supports the CCA model of local government governance, while acknowledging system-wide needs. Any system needs should give maximum flexibility to allow local authority and discretion to meet goals. OCPA will support any legislation, policies, funding, referenda, and budgets that maintain or improve the stability of CCAs by ensuring regulatory structure is equitable and enables CCAs to meet their mission and goals. Maintaining local decision-making authority, including rate-setting authority and procurement of energy, is a key pillar for this stability.

OCPA will:

- Advocate for fair and equitable exit fees that prevent cost-shifting among customers.
- Oppose policy mandates that violate CCA ratemaking autonomy.
- Engage in conversations about the role of a “Central Procurement Entity” that preserves CCA’s responsibility to procure energy while finding a system that maximizes cost efficiency and reliability.
- Advocate for flexible Brown Act requirements that allow remote access for both the public and board members.
- Advocate for goal-based procurement instead of prescriptive, technology-specific mandates.

- Advocate for increased visibility into the distribution grid and an open access platform to provide clear information and signals about where Distribute Energy Resource buildout is optimal.
- Oppose any legislation, policies, funding, referenda, and budgets that undermine or circumvent CCAs and impede the ability of OCPA to achieve its mission and goals or its value proposition.
- Support any legislation, policy, funding, referenda, and budgets that enhance OCPA's ability to invest in local clean energy, including infill solar and battery storage, as well as other distributed energy resources, grid resiliency, zero-emission transportation, all while promoting equity in the communities that it serves.
- Oppose any legislation, policy, funding, referenda, and budgets that limit or undermine OCPA's ability to invest in local clean energy, distributed energy resources, zero-emission transportation, all while promoting equity in the communities that it serves.
- Pursue administrative and legislative initiatives that support supplier diversity in OCPA's contracting activities and through women-owned, minority-owned, disabled-veteran-owned, and lesbian, gay, bisexual, and/or transgender owned business enterprises.
- Pursue administrative and legislative initiatives to protect OCPA's ability to expand its service to new member agencies.
- Pursue administrative and legislative initiatives to protect OCPA Board's authority over OCPA's procurement, rate-setting, and customer program development activities.

Power Resources Planning and Procurement

The ability for OCPA to fairly and independently plan and procure power resources is vital to the goals of the agency. OCPA acknowledges the many challenges facing California and the transition to renewable energy and seeks to help address Resource Adequacy market issues. OCPA must ensure stable and fair market access and remove barriers for demand response and microgrid resources.

OCPA will:

- Support legislation and regulation to address shortfalls in the Resource Adequacy market including transmission constraints, interconnection or project delays, and minimizing market power.
- Oppose legislation and regulation that would supplant CCAs' procurement authority for Resource Adequacy or impose compliance penalties not grounded in market realities.
- Support reform of the CPUC Resource Adequacy program to allow for stability in the resource adequacy value of existing resources and allow for departing load to access existing resources at fair market value.
- Advocate for and support efforts to remove barriers to demand response microgrids and behind the meter resources to provide Resource Adequacy.
- Oppose legislation and regulation that restricts or limits OCPA's ability to procure its own energy products to meet state policy goals, such as the use of a central procurement entity (CPE) to procure energy products on behalf of many regional LSEs. Support legislation that promotes a level playing field between CCAs and other market participants.
- Support legislation that enhances the flexibility of CCA programs to support statewide procurement policy and develop and expand programs, local options, and rate design to support OCPA's community and customers. Support legislation and regulation that promotes a high confidence in the load forecasting activities that inform OCPA energy product obligations such that additional capacity buildout is prudent and OCPA's customers are not unnecessarily burdened financially, especially as it pertains to large loads such as data centers whose deployment comes with a level of uncertainty.
- Pursue administrative and legislative initiatives that will enable OCPA to secure capacity resources to meet its reliability obligations, such as initiatives that evaluate the supply of capacity resources available to load serving entities (LSEs), determine the appropriate market mechanisms for LSEs to procure capacity resources, and develop a durable policy framework that encourages all LSEs to construct their fair share of new capacity resources to maintain grid reliability while pursuing decarbonization efforts.
- Pursue administrative and legislative initiatives that will maximize OCPA's ability to procure carbon-free resources to meet or exceed the needs of OCPA's three product offerings and its long-term carbon-free procurement goal as required by SB 100 and other statutory or regulatory obligations.

- Pursue administrative and legislative initiatives that will maximize OCPA's ability to procure eligible Renewable Portfolio Standard (RPS) resources to meet the needs of OCPA's three product offerings and its long-term RPS procurement goal as required by SB 100 and other statutory or regulatory obligations.
- Pursue administrative and legislative initiatives that will maximize OCPA's ability to plan and procure resources to meet various environmental and reliability goals set by state laws and by its Board of Directors, while offering affordable products and programs to serve its customers, including disadvantaged communities.
- Pursue administrative and legislative initiatives that will provide OCPA adequate access to transmission capacity to maximize its procurement of RPS-eligible or carbon-free resources that meet various statutory and regulatory requirements.
- Pursue administrative and legislative initiatives that support the research and development of new energy resources that can be procured to meet the reliability and decarbonization goals set by the State and its Board of Directors.

Regionalization

A unified, west-wide market can deliver substantial customer benefits including improving grid reliability, maintaining affordability, and help connect clean energy throughout the West.

- Support legislation and regulations to allow for the creation of a regional organization in the West.
- Support the creation of a regional organization that does not interfere with any other OCPA policy goals.
- Ensure that any regional organization that is created supports and strives for the same goals as OCPA.

Additional Information

The Chief Executive Officer (CEO), or their designee, is authorized to take positions on legislative and regulatory matters consistent with the goals and priorities outlined in this Policy Platform. This ensures that OCPA can act swiftly and effectively in dynamic policy environments. Any proposed positions that fall outside the scope of the Platform, or that may present significant new policy implications, will be brought to the Board of Directors for consideration and direction.

Any questions regarding this Platform can be directed to Steven Halligan, Regulatory and Legislative Manager, at SHalligan@ocpower.org.

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: STRATEGIC PLAN MONTHLY STATUS REPORT

Date: December 8, 2025

STRATEGIC GOALS

- ☐ Enrich & Grow the OCPA Community: _____
- ☐ Prioritize Fiscal Sustainability & Affordability: _____
- ☐ Design & Deploy Community-Aligned Customer Programs: _____
- ☐ Energize Our Community with Renewable Energy: _____
- ☐ Raise Awareness of Community Energy & Advocate for Our Customers: _____
- ☒ Not Applicable: Project management for Strategic Plan; promote transparency

RECOMMENDED ACTION

Receive and file.

BACKGROUND

On May 12, 2025, the Orange County Power Authority (OCPA) Board of Directors (Board) approved the 2025-26 Strategic Plan. This strategic plan marks the third iteration of the OCPA strategic planning process. This year's strategic plan includes five (5) strategic goals and 27 objectives. Specific details on the status of each objective, the expected completion date, and the responsible parties are included in Attachment A.

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

2025-26 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

	Not Started	In Progress	Completed
Objectives	3	17	7

Summary of changes since the last Board meeting:

2.3 Explore innovative financing to optimize long-term power procurement costs and educate the board on options.

Green Prepayment Bonds - On October 13, 2025, the Board authorized staff to continue evaluating and preparing for a potential Green Prepayment Bond transaction, including the engagement of PFM as municipal advisor and Chapman and Cutler as prepay counsel. Staff issued an RFP on October 23, 2025 to identify a prepay counterparty bank, and five proposals were received by the November 7 deadline. A panel evaluation was conducted on November 18, during which Morgan Stanley emerged as the strongest candidate based on experience, pricing, market reach, and its existing working relationship with OCPA.

Morgan Stanley has completed 33 CCA-related prepay transactions since 2018 totaling roughly \$27 billion, including 16 focused on electric power. They have consistently led inaugural prepay deals and remain the sole manager and energy supplier on all follow-on transactions for their CCA clients. Their familiarity with OCPA is also an advantage, having transacted more than 2.5 million MWh of energy and 500,000 MWh of RECs with OCPA valued at about \$170 million. Their strong California presence and active role in the CAISO market give them practical insight into OCPA's portfolio and operational needs. In addition, Morgan Stanley has demonstrated strong structuring capability through its well-tested SPV and third-party funding model, which has delivered additional savings for clients and incorporates partial PPA assignments, annual remediation provisions, and mechanisms that avoid regulatory capital drag. They also provide short-term bridge energy products when needed and consistently include full REC value in prepay pricing. Their fees were the most competitive among all bidders, with the lowest underwriting spread, lowest ongoing energy supplier margin, and lowest remarketing fee, while upfront expenses were also the smallest. Morgan Stanley also brings a broad distribution network with access to more than 9,000 investors, enabling strong placement potential and effective pre-marketing. Their approach includes targeted outreach, investor roadshows, and internal salesforce briefings to highlight OCPA's credit strengths and secure early anchor orders. They also offer long-term support and flexibility, backed by a pipeline of more than 20 potential commodity counterparties.

Based on these strengths, the evaluation panel selected Morgan Stanley as the prepay counterparty bank, with work expected to begin on November 28, 2025. PFM, Morgan Stanley, and staff will collaborate to develop the prepay transaction structure. Staff will return to the Board on December 8 to provide an update on the selection and seek approval to adopt the Resolution required for OCPA to join CCCFA as an associate member. Final

transaction documents will be brought to the Board on January 12, 2026, with a target to complete and execute all agreements by the end of the first quarter of 2026.

This phased approach ensures sufficient time for Board engagement, market preparation, and thorough structuring to maximize customer savings while minimizing financial and operational risks..

2.4 Initiate planning for a 0.5MW local renewable energy project in a Disadvantaged Community (DAC) to serve income-qualified residential customers without rooftop solar access. The project will provide 100% renewable energy and a 20% bill discount.

On September 2, Southern California Edison (SCE) filed its formal response to Advice Letter 13-E, expressing support for OCPA's capacity transfer request. Shortly thereafter, OCPA made additional refinements in accordance with Energy Division guidance and submitted a supplemental Advice Letter on September 17. The supplemental filing further revised the PY2026–2027 budget forecast downward to \$395,051. OCPA anticipates timely CPUC approval of supplemental Advice Letter 13-E by the first quarter of 2026. Upon approval, the agency plans to begin providing interim service using existing renewable resources in the third quarter of 2026. OCPA also anticipates that the Energy Division will prepare a draft decision on its DAC-GT program request for Commission consideration by the first quarter of 2026. In addition, SCE incorporated formal language in its latest 2026 ERRA Forecast filing update to account for OCPA's DAC-GT budget request in future ERRA forecast updates.

3.1 Finalize the Community Needs Assessment for the Community Power Plan and present the findings and next steps.

The draft Community Power Plan was shared with the Community Advisory Committee on 12/1 and will be open to public comment in December. The final product will be presented to the Board of Directors at their February meeting.

3.2 Develop three (3) new customer programs consistent with the needs identified in the Community Needs Assessment of the OCPA Community Power Plan.

OCPA has begun developing a program based on CPP feedback that staff plan to launch immediately following its publication.

5.5 Develop working relationships with culturally representative organizations to ensure representative and equitable outreach in the top threshold languages.

OCPA has begun Community Power Plan outreach work with the Asian Business Association Collective, which will hopefully turn into a long-term relationship to help reach more API languages in our service territory.

OCPA's Administrative Service Manager collaborated with PACE LA to host a procurement series geared towards introducing OCPA and community energy to diverse

businesses to help increase local business engagement and economic growth. The first webinar was hosted on July 1, with the next three following on a weekly basis.

Recently, OCPA was recognized by Asian business association, Filipino American chamber of commerce, and the Iranian American chamber of commerce for sustainability leadership and community impact.

FISCAL IMPACT

None

ATTACHMENTS

Attachment A – 2025-26 OCPA Strategic Plan Monthly Status Report – December 2025 Update

Strategic Goal	Objective	Progress	Due Date	Assigned To	Status Date	Status Update
#1 Enrich & Grow the OCPA Community	1.1 Present an overview of CCAs and OCPA to two (2) organizations per quarter that cover the wider Orange County region or those that are focused on non-member cities.	In progress	10/13/2025	Director of Communications & External Affairs	11/3/2025	Presented to the Santa Ana Chamber of Commerce on May 13. Linda presented for League of Women Voters.... Climate/Environmental Committee - July 2 In October, we presented at the Fountain Valley Mayor's Breakfast and at the Fullerton Senior Center.
#1 Enrich & Grow the OCPA Community	1.2 Present OCPA to key stakeholders in at least two (2) prospective member cities to promote OCPA's mission and benefits.	In progress	06/01/2026	Director of Communications & External Affairs	11/3/2025	Completed presentations for representatives in the City of Placentia and will be presenting to the City of Laguna Beach
#1 Enrich & Grow the OCPA Community	1.3 Develop educational tools and programs that promote renewable energy for students of all ages, including school partnerships, curriculum support, internship program, youth ambassador program, and community academy.	In progress	06/01/2026	Director of Communications & External Affairs	11/3/2025	OCPA staff have begun engaging local students through the OC Leadership Academy, which visited OCPA headquarters and learned about community energy and clean tech careers on June 24, as well as, provided a presentation to the Irvine high school students at the Irvine Youth Action Team Summer Camp Cleantech Workshop on June 10. OCPA is working with the OC Department of Education on co-branded curriculum to live on the OCPA website for download by educators
#1 Enrich & Grow the OCPA Community	1.4 Partner with new local CBOs, including food assistance organizations, to promote state-funded low-income programs widely in member cities, including CARE, FERA, and Medical Baseline.	In progress	12/08/2025	Director of Communications & External Affairs	11/3/2025	OCPA now has a point of contact at Families Forward (Irvine) and has shared program materials, partnered with Pathways of Hope (Fullerton) to promote the community power plan survey, hosted tables at Buena Park food distribution center and Fullerton food distribution center.
#2 Prioritize Fiscal Sustainability & Affordability	2.1 Ensure affordable rates for OCPA customers while covering all expenses and advancing equitable renewable energy initiatives.	Not started	01/01/2026	Chief Financial Officer		
#2 Prioritize Fiscal Sustainability & Affordability	2.2 Strengthen Financial Resilience and Credit Rating Preparation.	Not started	12/08/2025	Chief Financial Officer		
#2 Prioritize Fiscal Sustainability & Affordability	2.3 Explore innovative financing to optimize long-term power procurement costs and educate the board on options.	Completed	12/08/2025	Chief Financial Officer	12/8/2025	12-08-2025 - Green Prepayment Bonds - On October 13, 2025, the Board authorized staff to continue evaluating and preparing for a potential Green Prepayment Bond transaction, including the engagement of PFM as municipal advisor and Chapman and Cutler as prepay counsel. Staff issued an RFP on October 23, 2025 to identify a prepay counterparty bank, and five proposals were received by the November 7 deadline. A panel evaluation was conducted on November 18, during which Morgan Stanley emerged as the strongest candidate based on experience, pricing, market reach, and its existing working relationship with OCPA. Morgan Stanley has completed 33 CCA-related prepay transactions since 2018 totaling roughly \$27 billion, including 16 focused on electric power. They have consistently led inaugural prepay deals and remain the sole manager and energy supplier on all follow-on transactions for their CCA clients. Their familiarity with OCPA is also an advantage, having transacted more than 2.5 million MWh of energy and 500,000 MWh of RECs with OCPA valued at about \$170 million. Their strong California presence and active role in the CAISO market give them practical insight into OCPA's portfolio and operational needs. In addition, Morgan Stanley has demonstrated strong structuring capability through its well-tested SPV and third-party funding model, which has delivered additional savings for clients and incorporates partial PPA assignments, annual remediation provisions, and mechanisms that avoid regulatory capital drag. They also provide short-term bridge energy products when needed and consistently include full REC value in prepay pricing. Their fees were the most competitive among all bidders, with the lowest underwriting spread, lowest ongoing energy supplier margin, and lowest remarketing fee, while upfront expenses were also the smallest. Morgan Stanley also brings a broad distribution network with access to more than 9,000 investors, enabling strong placement potential and effective pre-marketing. Their approach includes targeted outreach, investor roadshows, and internal salesforce briefings to highlight OCPA's credit strengths and secure early anchor orders. They also offer long-term support and flexibility, backed by a pipeline of more than 20 potential commodity counterparties. Based on these strengths, the evaluation panel selected Morgan Stanley as the prepay counterparty bank, with work expected to begin on November 28, 2025. PFM, Morgan Stanley, and staff will collaborate to develop the prepay transaction structure. Staff will return to the Board on December 8 to provide an update on the selection and seek approval to adopt the Resolution required for OCPA to join CCCFA as an associate member. Final transaction documents will be brought to the Board on January 12, 2026, with a target to complete and execute all agreements by the end of the first quarter of 2026. This phased approach ensures sufficient time for Board engagement, market preparation, and thorough structuring to maximize customer savings while minimizing financial and operational risks.
#2 Prioritize Fiscal Sustainability & Affordability	2.4 Initiate planning for a 0.5MW local renewable energy project in a Disadvantaged Community (DAC) to serve income-qualified residential customers without rooftop solar access. The project will provide 100% renewable energy and a 20% bill discount.	In progress	01/01/2026	Chief Financial Officer	10/31/2025	12-08-2025 - On September 2, Southern California Edison (SCE) filed its formal response to Advice Letter 13-E, expressing support for OCPA's capacity transfer request. Shortly thereafter, OCPA made additional refinements in accordance with Energy Division guidance and submitted a supplemental Advice Letter on September 17. The supplemental filing further revised the PY2026–2027 budget forecast downward to \$395,051. OCPA anticipates timely CPUC approval of supplemental Advice Letter 13-E by the first quarter of 2026. Upon approval, the agency plans to begin providing interim service using existing renewable resources in the third quarter of 2026. OCPA also anticipates that the Energy Division will prepare a draft decision on its DAC-GT program request for Commission consideration by the first quarter of 2026. In addition, SCE incorporated formal language in its latest 2026 ERRA Forecast filing update to account for OCPA's DAC-GT budget request in future ERRA forecast updates.
#3 Design & Deploy Community-Aligned Customer Programs	3.1 Finalize the Community Needs Assessment for the Community Power Plan and present the findings and next steps.	In progress	10/13/2025	Director of Communications & External Affairs	12/8/2025	12.1.2025 - The draft Community Power Plan was shared with the Community Advisory Committee on 12/1 and will be open to public comment in December. The final product will be presented to the Board of Directors at their February meeting. 11.3.2025 - The Executive Summary is complete and a draft will be shared with the Community Advisory Committee at their December meeting for feedback. 9.2025 - We are in the final week of gathering community input. The Existing Program Assessment has been drafted and will be completed in September, along with the Funding Opportunity and Internal Needs assessments. The Programs team will share draft program ideas with the CAC in November, followed by broader public feedback in December and a final presentation to the Board in February/March.

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#3 Design & Deploy Community-Aligned Customer Programs	3.2 Develop three (3) new customer programs consistent with the needs identified in the Community Needs Assessment of the OCPA Community Power Plan.	In progress	04/01/2026	Director of Communications & External Affairs	12/8/2025	OCA has begun developing a program based on CPP feedback that staff plan to launch immediately following its publication.
#3 Design & Deploy Community-Aligned Customer Programs	3.3 Continue to expand grant and program offerings with a year-over-year growth goal of 25%, respective to total funds allocated, number of applications received, and number of new recipients.	In progress	06/01/2026	Director of Communications & External Affairs	6/3/2025	The summer 2025 Bright Futures Grant will award 60% more than the previous year
#3 Design & Deploy Community-Aligned Customer Programs	3.4 Develop a landing page specifically for low-income residents to connect with programs, including EBD-DI and DAC-GT programs, once launched; and market resource to community partners and networks.	Not started	12/08/2025	Director of Communications & External Affairs	11/3/2025	Preliminary research into programs for this page has begun and will pick up in 1Q26.
#4 Energize Our Community with Renewable Energy Sources	4.1 Implement the first OCPA local generation programs, establishing contracts for developing small-scale distributed storage facilities with a 1-5 megawatt capacity each.	Not started	03/01/2026	Director of Power Resources		
#4 Energize Our Community with Renewable Energy Sources	4.2 Establish precise metrics and effective tools to proficiently identify, avoid, and mitigate market and credit risks for OCPA.	Not started	03/01/2026	Director of Power Resources		
#4 Energize Our Community with Renewable Energy Sources	4.3 Create local partnerships with clean technology companies to advance emerging long-term energy storage and technologies.	Not started	06/01/2026	Director of Power Resources		
#4 Energize Our Community with Renewable Energy Sources	4.4 Forge partnerships with other CCAs to acquire shared resources, mitigate development risks, and capitalize on economies of scale.	Not started	12/08/2025	Director of Power Resources		
#4 Energize Our Community with Renewable Energy Sources	4.5 Create a more sustainable electric grid with measurable milestones above California’s renewable energy goals.	Not started	06/01/2026	Director of Power Resources		
#4 Energize Our Community with Renewable Energy Sources	4.6 Create partnerships with member agencies to identify local development opportunities.	Not started	12/08/2025	Director of Power Resources		
#4 Energize Our Community with Renewable Energy Sources	4.7 Release at least two (2) long-term solicitations for renewable energy resources.	Not started	06/01/2026	Director of Power Resources		
#5 Raise Awareness of Community Energy & Advocate for Our Customers	5.1 Develop a toolkit of materials for Board member use in engaging with prospective cities about OCPA.	In progress	12/08/2025	Director of Communications & External Affairs	11/3/2025	A trifold brochure has been created based on Board input.
#5 Raise Awareness of Community Energy & Advocate for Our Customers	5.2 Host at least two (2) independent pop-up events in member cities per quarter.	In progress	06/01/2026	Director of Communications & External Affairs	11/3/2025	The Communications & External Affairs team has hosted three (3) pop-ups, including: Diamond Jamboree, Irvine: 4/12/25; Fullerton City Hall: 4/15/25; Buena Park City Hall: 5/27/25; Due to lack of attendance, staff is thinking through alternative strategies
#5 Raise Awareness of Community Energy & Advocate for Our Customers	5.3 Sponsor and help facilitate a small business mixer to build community and opportunities for education about OCPA and renewable energy solutions.	Not started	02/01/2026	Director of Communications & External Affairs		
#5 Raise Awareness of Community Energy & Advocate for Our Customers	5.4 Develop education curricula for elected officials and their staff; provide this training opportunity annually.	Not started	03/01/2026	Director of Communications & External Affairs		
						OCPA has begun Community Power Plan outreach work with the Asian Business Association Collective, which will hopefully turn into a long term relationship OCA’s
#5 Raise Awareness of Community Energy & Advocate for Our Customers	5.5 Develop working relationships with culturally representative organizations to ensure representative and equitable outreach in the top threshold languages.	Completed	12/08/2025	Director of Communications & External Affairs	12/8/2025	Administrative Service Manager is working with PACE LA to host a procurement series geared towards introducing OCPA and community energy to diverse businesses to help increase local business engagement and economic growth. The first webinar was hosted on July 1, with the next three following on a weekly basis. Recognized by Asian business association, Filipino American chamber of commerce, and the Iranian American chamber of commerce for sustainable and community impact.

#5 Raise Awareness of Community Energy & Advocate for Our Customers	5.6 Enhance OCPA’s legislative and regulatory advocacy efforts by developing an advocacy roadmap to engage with key stakeholders and legislators to ensure outcomes consistent with OCPA’s strategic goals.	Completed	07/14/2025	Regulatory & Legislative Manager	7/3/2025	Strategic Goal 5.6 in Orange County Power Authority’s (“OCPA”) 2025-2026 Strategic Plan (“Strategic Plan”) is to enhance OCPA’s legislative and regulatory advocacy efforts by developing an advocacy roadmap to engage with key stakeholders and legislators to ensure outcomes consistent with OCPA’s strategic goals. To create the advocacy roadmap, staff identified over 100 key stakeholder organizations and individuals (75+ organizations, 30+ individuals), researched the legislative and regulatory spaces they are active in and key topics they support and oppose, determined where OCPA and key stakeholders align, prioritized stakeholders, and determined current relationship strength. Staff then created engagement plans based on the type of organization, current relationship, and key issues, and overlayed the roadmap with legislative calendars and regulatory timelines. By enhancing its advocacy capacity, OCPA aims to shape a policy and regulatory landscape that enables greater renewable energy adoption, grid resilience, community empowerment, and competitive rates. Lastly, as part of the Strategic Goal, staff have created an implementation plan and feedback loop to ensure the roadmap stays up to date. Staff will track shifts in stakeholder policies, update relationship status as advocacy is conducted, and make changes to the roadmap as internal policy priorities shift.
#5 Raise Awareness of Community Energy & Advocate for Our Customers	5.7 Develop and implement a regulatory monitoring framework to ensure all departments are consistently informed about regulatory changes and their implications.	Completed	12/08/2025	Regulatory & Legislative Manager		
#5 Raise Awareness of Community Energy & Advocate for Our Customers	5.8 Create a Policy Risk Assessment Guide to help OCPA determine the risk involved with different policy decisions at the state and federal level in both the regulatory and legislative arena.	In progress	12/08/2025	Regulatory & Legislative Manager		

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 7.5

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Chief Executive Officer

Subject: RISK OVERSIGHT COMMITTEE UPDATE

Date: December 8, 2025

STRATEGIC GOALS

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

RECOMMENDED ACTION

Receive and file.

BACKGROUND

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

The ROC has the authority to:

- Meet at least once per quarter or as otherwise called to order by the ROC's Chair.
- No less than once per quarter, report to the Board regarding its meetings, deliberations, and other areas of concern.
- From time to time, adopt and/or adapt risk management guidelines defining internal controls, strategies, and processes for managing market risks incurred through our attendant upon wholesale trading, retail marketing, long-term contracting, CRR trading, and load and generation scheduling.

- Specify the permitted transaction categories and set risk limits for wholesale trading. The ROC will receive and review information and reports regarding risk management, wholesale trading transactions, and the administration of supply contracts.
- Have direct responsibility for enforcing compliance with this Policy. Any material violations of this Policy, as determined by the ROC, shall be reported to the Board for appropriate action.

The State Auditor recommended that the Board consider amending the Energy Risk Management Policy (Policy No. 11) to alter the membership of the ROC to include a limited subset of Board members in a manner that does not violate open meeting requirements of the Brown Act. Following review and discussion with the General Counsel, it was determined that formally adding Board members to the ROC through an amendment to the Energy Risk Management Policy would make the ROC meetings subject to the Brown Act, which is incompatible with the ROC's responsibilities for reviewing and analyzing market-sensitive information and prospective transactions, substantial aspects of which are confidential under CPUC rules and best practices for CCAs. As an alternative, the CEO has initiated a practice of inviting the Board Chair and Vice Chair to ROC meetings to observe. This is intended to provide additional Board oversight of the ROC without making Board members official members of the ROC under the Energy Risk Management Policy. This practice was initiated with the April 3, 2023, meeting and will continue for future meetings.

ANALYSIS AND DISCUSSION

The Risk Oversight Committee (ROC) met on Wednesday, September 17, 2025, at 11:00 AM. Attendees included Joe Mosca, CEO; Tiffany Law, CFO; Louis Ting, Director of Power Resources; PEA consultants John Dalessi and Kirby Dusel; and Glen Price of Best, Best & Krieger. Susan Sonne, Chair of the Board of Directors, and James Mai, Vice Chair of the Board of Directors, attended the ROC meeting but only observed it.

The ROC discussed the following:

- Q3 2025 Market Update
 - Energy Position Reports
 - Market Exposure and Risk
 - Long-term Contracting Update
 - Portfolio Market Valuation
 - Counterparty Credit Exposure

There are no Policy violations to report.

The current ROC quarterly meeting schedule for 2025 is:

- January 30, 2025
- April 21, 2025
- July 10, 2025
- September 17, 2025
- December 18, 2025

FISCAL IMPACT

None

ATTACHMENTS

None

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 7.6

To: Orange County Power Authority Board of Directors

From: Nicholaus Norvell, Interim General Counsel

Approved by: Joe Mosca, Chief Executive Officer

Subject: PUBLIC RECORDS ACT REPORT

Date: December 8, 2025

STRATEGIC GOALS

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

RECOMMENDED ACTION(S)

Receive and file.

BACKGROUND

As part of its February 2023 report, the State Auditor recommended that OCPA report to the Board of Directors no less than quarterly on: (1) the number of public records requests received, closed, and pending; (2) the average time OCPA took to respond to those requests; and (3) the reasons for withholding or redacting requested records, if applicable.

Below is a report covering the period from August 11, 2025, through December 2, 2025.

Requests Received	25
Requests Closed	15
Requests Pending (Including Ongoing Requests from Previous Reporting Period)	10

Determination or Extension Letters Provided within 10 Days	Three (3) exceptions, cured in 1-3 business days
Average Calendar Days to Fully Complete Closed Requests	19.5
Public Records Act Exemptions Applied <i>(Citations to Government Code unless otherwise noted)</i>	• Please be advised OCPA redacted the record to withhold confidential information as set forth in the California Public Utilities Commission Rulemaking 18-07-003, and Order Instituting Rulemaking 05-06-040, which are incorporated into the PRA by Government Code section 7927.705. In addition, a public disclosure of federal tax identification numbers and partial bank account numbers could compromise the financial security of the business or organization to which the financial information belongs. Therefore, the public interest served in withholding the redacted information clearly outweighs the public interest served in disclosure pursuant to Government Code section 7922.000. • Please be advised OCPA redacted the records pursuant to the deliberative process privilege which protects information that is part of OCPA's decision-making process if disclosure would expose the agency's decision-making process in such a way as to discourage candid discussion within the agency; and thereby, undermine the agency's ability to perform its functions. (Gov. Code, § 7922.000; see also <i>Wilson v. Superior Court</i> (1996) 51 Cal. App. 1136, 1142.) Government Code section 7922.000 exempts from disclosure documents which are protected by the deliberative process privilege. (<i>Times Mirror Co. v. Superior Court</i> (1991) 53 Cal.3d 1325, 1342, see also <i>California First Amendment Coalition v. Superior Court</i> (1998) 67 Cal.App.4th 159, 169.)

ATTACHMENT(S)

None.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 7.7

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer

Approved by: Joe Mosca, Chief Executive Officer

Subject: TREASURER’S REPORT – FISCAL YEAR ENDED SEPTEMBER 30, 2025 AND Q3
2025 CHECK REGISTER

Date: December 8, 2025

STRATEGIC GOALS

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

RECOMMENDED ACTION

Receive and file.

BACKGROUND

The Treasurer’s Report, representing the financial statement of the Orange County Power Authority (OCPA), is to be presented to the governing body on a quarterly basis. Prepared in accordance with U.S. Generally Accepted Accounting Principles (GAAP), the report includes the statement of net position, the statement of revenues, expenses, and changes in net position, and the statement of cash flows.

For the fiscal year-to-date period from July 1, 2025 through September 30, 2025, OCPA has prepared unaudited financial statements. These are accompanied by budgetary comparisons, an investment summary, a schedule of outstanding debt, and a check register.

ANALYSIS AND DISCUSSION

In the first three months of fiscal year 2025/26, the actual cost of energy was recorded at \$7.1 million higher than budget, driven primarily by timing and accounting factors rather than operational shortfalls. The variance reflects the true-up of the California Public Utilities Commission’s (CPUC) final 2025 Renewable Portfolio Standard (RPS) Market Price Benchmark (MPB), which was published in early October 2025 after the budget was approved in June 2025, for the Southern California Edison (SCE) Voluntary Allocation and Market Offer (VAMO) contract and the accounting change in recognizing non-VAMO Renewable Energy Certificates (RECs) throughout the year based on monthly customer-load allocations. Timing differences

between projected and actual REC deliveries and fluctuating market prices also contributed to the variance. As a result of these timing and accounting impacts, the projected net position is expected to show a temporary reduction of approximately \$3.7 million.

FISCAL IMPACT

There is no financial impact from receiving the report.

ATTACHMENT

Attachment A – Treasurer’s Report ending September 30, 2025

Attachment B – Q3 2025 Check Register



ACCOUNTANTS' COMPILATION REPORT

Management
Orange County Power Authority

Management is responsible for the accompanying financial statements of Orange County Power Authority (a California Joint Powers Authority) which comprise the statement of net position as of September 30, 2025, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the three months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all of the note disclosures required by accounting principles generally accepted in the United States of America in these interim financial statements. Orange County Power Authority's annual audited financial statements include the note disclosures omitted from these interim statements. If the omitted disclosures were included in these financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Authority because we performed certain accounting services that impaired our independence.

Maher Accountancy

San Rafael, CA
November 6, 2025

ORANGE COUNTY POWER AUTHORITY
STATEMENT OF NET POSITION
As of September 30, 2025

ASSETS

Current assets	
Cash - unrestricted	\$ 49,540,599
Cash - restricted	5,200,000
Investments	1,970,503
Accounts receivable, net of allowance	19,727,420
Accrued revenue	15,113,047
Other receivables	2,298,825
Prepaid expenses	70,111
Deposits	12,673,949
Total current assets	<u>106,594,454</u>
Noncurrent assets	
Cash - restricted	1,453,786
Deposits	3,517,909
Capital assets, net of depreciation and amortization	1,039,345
Total noncurrent assets	<u>6,011,040</u>
Total assets	<u>112,605,494</u>

LIABILITIES

Current liabilities	
Accrued cost of electricity	41,123,203
Accounts payable	768,283
Other accrued liabilities	691,430
User taxes and energy surcharges due to other governments	803,800
Lease liability	117,855
Total current liabilities	<u>43,504,571</u>
Noncurrent liabilities	
Loans payable	7,527,841
Accrued interest	627,314
Lease liability	735,093
Total noncurrent liabilities	<u>8,890,248</u>
Total liabilities	<u>52,394,819</u>

DEFERRED INFLOWS OF RESOURCES

Rate Stabilization Fund	<u>18,922,000</u>
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NET POSITION

Net investment in capital assets	186,397
Restricted for security collateral	1,253,786
Unrestricted	39,848,492
Total net position	<u>\$ 41,288,675</u>

ORANGE COUNTY POWER AUTHORITY
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
Three Months Ended September 30, 2025

OPERATING REVENUES

Electricity sales, net	\$ 78,915,027
Revenue from (deferred to) Rate Stabilization Fund	<u>11,078,000</u>
Total operating revenues	<u>89,993,027</u>

OPERATING EXPENSES

Cost of electricity	91,006,757
Contract services	1,547,746
Staff compensation	1,213,798
Other operating expenses	384,920
Depreciation and amortization	<u>48,605</u>
Total operating expenses	<u>94,201,826</u>
Operating income (loss)	<u>(4,208,799)</u>

NONOPERATING REVENUES (EXPENSES)

Investment income	559,869
Interest expense	<u>(76,837)</u>
Nonoperating revenues (expenses), net	<u>483,032</u>

CHANGE IN NET POSITION

	(3,725,767)
Net position at beginning of period	<u>45,014,442</u>
Net position at end of period	<u>\$ 41,288,675</u>

ORANGE COUNTY POWER AUTHORITY
STATEMENT OF CASH FLOWS
Three Months Ended September 30, 2025

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 73,410,850
Receipts from wholesale sales and other operating receipts	7,875,380
Receipts of security deposits	6,750,000
Payments to suppliers for electricity	(113,964,535)
Payments for other goods and services	(1,785,826)
Payments for deposits and collateral	(64,792)
Payments for staff compensation	(1,208,024)
Payments of taxes and energy surcharges to other governments	(781,237)
Net cash provided (used) by operating activities	<u>(29,768,184)</u>

**CASH FLOWS FROM CAPITAL AND RELATED
FINANCING ACTIVITIES**

Payments of lease liability	<u>(41,131)</u>
Net cash (used) by capital and related financing activities	(41,131)

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income received	876,477
Proceeds from investment sales and maturities of investments	<u>20,000,000</u>
Net cash provided (used) by investing activities	<u>20,876,477</u>

Net change in cash	(8,932,838)
Cash at beginning of period	<u>65,127,223</u>
Cash at end of period	<u>\$ 56,194,385</u>

Reconciliation to the Statement of Net Position

Cash - unrestricted, current	\$ 49,540,599
Cash - restricted, current	5,200,000
Cash - restricted, noncurrent	<u>1,453,786</u>
Total cash at end of period	<u>\$ 56,194,385</u>

ORANGE COUNTY POWER AUTHORITY
STATEMENT OF CASH FLOWS (continued)
Three Months Ended September 30, 2025

**RECONCILIATION OF OPERATING INCOME (LOSS) TO NET
CASH PROVIDED (USED) BY OPERATING ACTIVITIES**

Operating income (loss)	\$ (4,208,799)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities	
Depreciation and amortization expense	48,605
(Increase) decrease in:	
Accounts receivable	(5,427,840)
Other receivables	2,164,065
Accrued revenue	(1,055,453)
Prepaid expenses	14,130
Deposits and other assets	6,756,889
Increase (decrease) in:	
Accrued cost of electricity	(16,886,822)
Accounts payable	33,008
Other accrued liabilities	(325,846)
User taxes and energy surcharges due to other governments	197,879
Rate Stabilization Fund	(11,078,000)
Net cash provided (used) by operating activities	<u><u>\$ (29,768,184)</u></u>

NONCASH INVESTING ACTIVITIES

Change in fair value of investments	\$ 21,585
Change in interest receivable	\$ (338,193)



ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Orange County Power Authority

Management is responsible for the operating fund budget comparison report of Orange County Power Authority (OCPA), a California Joint Powers Authority, for the three months ended September 30, 2025, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

The special purpose statement is prepared in accordance with the budgetary basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. This report is intended for the information of the Board of Directors of OCPA.

Management has elected to omit substantially all of the note disclosures required by accounting principles generally accepted in the United States of America in these interim financial statements. OCPA's annual audited financial statements include the note disclosures omitted from these interim statements. If the omitted disclosures were included in these financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to OCPA because we performed certain accounting services that impaired our independence.

Maher Accountancy

San Rafael, CA
November 6, 2025

ORANGE COUNTY POWER AUTHORITY
OPERATING FUND BUDGET COMPARISON REPORT
Three Months Ended September 30, 2025

	Year-to-Date				Annual	
	Actual	Budget	Budget Variance (Under) Over	Actual as a Percent of Budget	Budget	Budget Variance
OPERATING REVENUES						
Electricity Sales, net	\$ 78,915,027	\$ 77,421,465	\$ 1,493,562	101.9%	\$ 253,149,000	\$ (174,233,973)
Revenue from (deferred to) Rate Stabilization Fund	11,078,000	11,078,000	-	100.0%	29,888,000	(18,810,000)
Total operating revenues	89,993,027	88,499,465	1,493,562		283,037,000	(193,043,973)
OPERATING EXPENSES						
Cost of Energy	91,006,757	83,874,511	7,132,246	108.5%	269,368,000	(178,361,243)
Data Manager	465,485	478,390	(12,905)	97.3%	2,237,000	(1,771,515)
Utilities Service Fees	107,501	120,000	(12,499)	89.6%	480,000	(372,499)
Staffing Costs	1,213,798	1,422,824	(209,026)	85.3%	6,212,000	(4,998,202)
Contract Services	312,564	376,814	(64,250)	82.9%	1,562,000	(1,249,436)
Legal Services	148,244	175,725	(27,481)	84.4%	756,000	(607,756)
Marketing and Outreach	403,855	471,637	(67,782)	85.6%	1,650,000	(1,246,145)
Other G&A	269,642	343,408	(73,766)	78.5%	1,787,000	(1,517,358)
Energy Programs	257,259	363,725	(106,466)	70.7%	1,221,000	(963,741)
Total operating expenses	94,185,105	87,627,034	6,558,071		285,273,000	(191,087,895)
Operating income (loss)	(4,192,078)	872,431	(5,064,509)		(2,236,000)	(1,956,078)
NONOPERATING REVENUES (EXPENSES)						
Investment and miscellaneous income	559,869	750,000	(190,131)	74.6%	3,000,000	(2,440,131)
Interest expense	(76,837)	(78,620)	1,783	97.7%	(314,000)	237,163
Nonoperating revenues (expenses), net	483,032	671,380	(188,348)		2,686,000	(2,202,968)
NET SURPLUS (DEFICIT)	<u>\$ (3,709,046)</u>	<u>\$ 1,543,811</u>	<u>\$ (5,252,857)</u>		<u>\$ 450,000</u>	<u>\$ (4,159,046)</u>

See accountants' compilation report.

ORANGE COUNTY POWER AUTHORITY
BUDGET COMPARISON REPORT (CONTINUED)
RECONCILIATION OF NET INCREASE IN AVAILABLE FUND BALANCE
TO CHANGE IN NET POSITION
Three Months Ended September 30, 2025

Net increase (decrease) in available fund balance per budgetary comparison schedule:	\$ (3,709,046)
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Adjustments needed to reconcile to the
changes in net position in the
Statement of Revenues, Expenses
and Changes in Net Position:

Subtract depreciation expense	(16,721)
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Change in net position	<u><u>\$ (3,725,767)</u></u>
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**ORANGE COUNTY POWER AUTHORITY
BUDGETARY COMPARISON REPORT
Three Months Ended September 30, 2025**

Budget Item	Actual / Budget %	Comment
Electric Sales Revenue	101.9%	Year-to-date energy sales are in very close alignment to forecast. Sales revenue includes revenues actually billed to customers as well as estimated customer usage during the reporting period that is not yet billed.
Cost of Energy	108.5%	The variance is affected by increased energy purchases required to provide for greater than expected customer load. Also affecting the variance is the timing difference between projected and actual delivery of Renewable Energy Certificates (RECs) and fluctuating market prices.
Data Manager	97.3%	These are Calpine fees charged on a per active account basis.
Service Fees - SCE	89.6%	These are SCE fees charged on a per customer basis.
Personnel	85.3%	Staffing expenses are under budget due to the timing delay of new hires.
Professional Services	82.9%	This category includes accounting and audit, rates and financial & planning analysis, portfolio management, scheduling coordinator, HR including recruitment services, IT, and other consultants.
Legal Costs	84.4%	This category includes outside legal costs for general counsel, energy procurement transactional support, labor, clerk support, regulatory, member agency withdrawal services.
Marketing and customer enrollment	85.6%	This category includes advertising, strategic marketing & communications, digital marketing and website development and hosting, collateral marketing, translation, sponsorships & memberships, promotional items, required customer notifications printing and mailing.
Other General & Administrative	78.5%	This category includes ordinary G&A including rent, CalCCA membership, general business insurance, small equipment and software, travel, business meals, professional development, office supplies, and one-off new office related expenses (e.g., open house, office setup, etc.).
Energy Programs	70.7%	Energy program costs include incentives and rebates paid to customers, as well as consulting and G&A costs directly related to the implementation of program activities.
Interest expenses	97.7%	This category includes accrued interest on the loan from the City, as well as imputed interest on the office lease, as required by Governmental Accounting Standards Board Statement No. 87.

ORANGE COUNTY POWER AUTHORITY
Investment Summary
July 1, 2025 through June 30, 2026

[illegible]

ORANGE COUNTY POWER AUTHORITY
SCHEDULE OF OUTSTANDING DEBT
As of September 30, 2025

CITY OF IRVINE

On January 2021, OCPA borrowed \$2,500,000 from the City of Irvine for working capital costs associated with OCPA's pre-launch. On September 2021, OCPA borrowed \$5,000,000 from the City of Irvine for cash collateral in the credit facility associated with OCPA's launch. The loan repayment date for the above is January 1, 2027. Interest is due on the loan in an amount based on the gross earnings for the respective quarter as reported in the City Treasurer's pooled investment portfolio report.

Also included as a loan payable are formation related costs - \$152,380 paid directly from the City to the vendors. OCPA will reimburse the City no later than January 1, 2027. Interest does not accrue on the formation costs advanced by the City. OCPA paid \$124,538.70 towards the outstanding principal on September 12, 2022.

Principal	Maturity	Interest Rate	Payments	Outstanding Principal
\$ 152,380	January 2027	0.00%	\$ 124,539	\$ 27,841
\$ 7,500,000	January 2027	Variable - City Treasurer's report	\$ -	\$ 7,500,000

US BANKCREDIT FACILITY

On September 2021, OCPA and US Bank (formerly MUFG Union Bank, N.A.) entered into a Revolving Credit Agreement for a \$35 million credit facility, OCPA has outstanding borrowings of \$0 as of September, 2025

Credit Facility	Letter of Credit	Borrowing	Unused Credit
\$ 35,000,000	\$ -	\$ -	\$ 35,000,000

Orange County Power Authority
PAYMENTS ISSUED JULY 1, 2025 THROUGH SEPTEMBER 30, 2025

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
07/01/2025	AM Conservation Group Inc	May 2025 marketplace support	493.85
07/01/2025	Calpine Energy Solutions	May 2025 services {po:1003}	158,299.86
07/01/2025	Lakeview Business Center LLC	04/01/25-05/31/25 - HVAC maintenance	49.97
07/01/2025	Orange County Printing Company	Regular mailings for week of 06/04 and 06/11 -- {po:1038}	667.88
07/01/2025	Bill.com	Hotel Accommodations - CalCCA Annual Conference	573.68
07/01/2025	The Energy Coalition	OCPA Customer Programs through May 29, 2025 - {PO:1041}	22,373.25
07/01/2025	US Bank Interest and Service Charges	Fees on Commercial Loan Amount from 4/1/25-7/01/25	17,694.44
07/01/2025	Wregis	Retired RECs	800.00
07/02/2025	INSUREONE INSURANCE SERVICES AMERICA, LLC	06/03/25-06/03/26 - Policy - MN 1854594 - Commercial	2,925.23
07/02/2025	Southern California Edison	February 2025 VAMO	3,057,620.80
07/03/2025	Paychex	Flexperks	25.85
07/03/2025	We Konnect, Inc.	Brivo and Eagle Eye Cloud Services {po:1037}	243.00
07/07/2025	Orange County Printing Company	OCPA Branded Outreach Supplies -- {po:1038}	296.32
07/07/2025	Orange County Printing Company	Smart letter mailing-- {po:1038}	687.41
07/07/2025	PG&E (Energy)	February 2025 Renewable Energy Certificates Sale	11,250,000.00
07/07/2025	Sustain Southern California	15th Annual Energy Event: Platinum Sponsorship	3,800.00
07/07/2025	The Energy Authority Inc. (CAISO and ENERGY)	CAISO period 06/13/25-06/19/25	193,888.32
07/07/2025	US Bank Interest and Service Charges	June 2025 Custody Fees	22.00
07/08/2025	Cox Business	Internet Services from June 16, 2025 - July 15, 2025	630.00
07/09/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	67.95
07/10/2025	Paychex	Paychex - Payroll Taxes	3,461.31
07/11/2025	Lincoln Financial Group	7/11/25 Retirement debit 457B	11,596.58
07/11/2025	Lincoln Financial Group	7/11/25 Retirement debit 401A	31,798.78
07/11/2025	Travel Bank	Mileage - CEA Travels	45.01
07/11/2025	Travel Bank	Mileage - CEA Travels	207.38
07/11/2025	Travel Bank	Mileage - CEA Travels	201.11
07/11/2025	Travel Bank	Parking Fee - Little Saigon Event	5.00
07/11/2025	Travel Bank	Event Ticket - 50 Years if Little Saigon's Resilience	30.00
07/11/2025	Travel Bank	Mileage - Admin Support	27.44
07/11/2025	Travel Bank	May Employee Birthday Cake	28.75
07/11/2025	Travel Bank	Mileage - CEA Travels	74.83
07/11/2025	Travel Bank	Mileage - CEA Travels	61.39
07/11/2025	Travel Bank	Love Costa Mesa Sponsorship Supplies	83.55
07/11/2025	Travel Bank	Mileage - CEA Travels	34.23
07/14/2025	CITY OF BUENA PARK - UUT	June 2025 Utility User Tax	73,409.94
07/14/2025	CITY OF HUNTINGTON BEACH - UUT	June 2025 Utility User Tax	3,511.60
07/14/2025	CITY OF IRVINE - UUT	June 2025 Utility User Tax	82,011.27
07/14/2025	Dell Marketing L.P.	Computer laptop	1,494.14
07/14/2025	NewGen Strategies & Solutions, LLC	June 2025 - OCPA FY25 Financial Planning & Analysis Support -- {po: 1028}	6,945.00
07/14/2025	Reveille Inc.	June 2025 OCPA FY Marketing and PR Budget--- {po: 1025}	62,819.81
07/14/2025	Reveille Inc.	July 2025 OCPA FY Marketing and PR Budget--- {po: 1025}	43,788.85
07/14/2025	SDRMA	August 2025 employee benefit charges	25,767.43
07/14/2025	Southern California Edison (Non-Energy)	May 2025 service fees	34,398.08
07/14/2025	The Energy Authority Inc. (CAISO and ENERGY)	CAISO period 06/20/25-06/25/25, 3/21/25 - 3/27/25, 7/1/24-7/31/24 & 9/1/23 - 9/30/23	413,304.86
07/14/2025	The Fullerton Collaborative	Membership - Fullerton Collaborative	1,450.00
07/14/2025	The Irvine Co/Lakeview III	Monthly rent - August 2025	19,900.00
07/14/2025	Wregis	Retired RECs	7,053.08
07/15/2025	AM Conservation Group Inc	Energy Programs Incentives Kits	72,050.00
07/15/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	9.49
07/15/2025	US Bank Interest and Service Charges	June 2025 Analysis Service Charge	4,655.36
07/17/2025	Southern California Edison	June 2025 - Capacity Purchases	1,680,523.90
07/17/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - Board Meeting	85.24
07/17/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - Board Meeting	15.02
07/17/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - Board Meeting	298.96
07/17/2025	US Bank Credit Card *7799	Microsoft Power-Bi Subscription	10.00
07/17/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - Board Meeting	32.32
07/17/2025	US Bank Credit Card *7799	Airfare - Board Meeting	276.16
07/17/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - Board Meeting	161.00
07/17/2025	US Bank Credit Card *7799	CFA Institute and the Society of Orange County Dues	474.00
07/17/2025	US Bank Credit Card *7799	Microsoft Power Bi Pro Subscription	10.00
07/17/2025	US Bank Credit Card *7799	Parking at Little Saigon 50 event	5.00
07/17/2025	US Bank Credit Card *7799	Business Lunch - Welcome Interns	73.82
07/17/2025	US Bank Credit Card *7799	CEA Supplies	55.98
07/17/2025	US Bank Credit Card *7799	Business Team Lunch for Fourth of July	122.99
07/17/2025	US Bank Credit Card *7799	Business Meal June 9, 2015 Board Meeting	106.87
07/17/2025	US Bank Credit Card *7799	CEA Supplies	126.94
07/17/2025	US Bank Credit Card *7799	Kitchen and Pantry Items	60.94
07/17/2025	US Bank Credit Card *7799	GOTOCOM - Phone Forwarding Service for Call Center	109.31
07/17/2025	US Bank Credit Card *7799	Office Supplies	42.29
07/17/2025	US Bank Credit Card *7799	Office Supplies and Seasonal Decorations	302.55
07/17/2025	US Bank Credit Card *7799	Office Supplies	71.48
07/17/2025	US Bank Credit Card *7799	Amazon monthly subscription fee	16.15
07/17/2025	US Bank Credit Card *7799	PERIMETER81.COM - VPN Annual Subscription	1,824.00
07/17/2025	US Bank Credit Card *7799	Google Subscription	12.00
07/17/2025	US Bank Credit Card *7799	Traliant - Employer Required Training - Workforce Harassment	81.00
07/17/2025	US Bank Credit Card *7799	Zoom Monthly Subscription	346.90
07/17/2025	US Bank Credit Card *7799	CHECKR, INC - Background and Education Verification Service	71.94
07/17/2025	US Bank Credit Card *7799	Office Supplies	68.57
07/17/2025	US Bank Credit Card *7799	Kitchen and Pantry Items	302.75
07/18/2025	Best Best & Krieger	June 2025 - Financial/Power Procurement- {po: 1002}	4,687.00
07/18/2025	Best Best & Krieger	June 2025 - Regulatory - CPUC -- {po: 1002}	22,994.00
07/18/2025	Best Best & Krieger	June 2025 - Public Records Requests -- {po: 1002}	11,058.00

07/18/2025	Best Best & Krieger	June 2025 - General Counsel - {po: 1002}	7,130.00
07/18/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	16.43
07/18/2025	Paychex	Flexperks	25.85
07/18/2025	Travel Bank	Mileage - CEA Travels	142.60
07/21/2025	California ISO (Settlement Invoices) CAISO	CAISO CRR period for 06/01/25-6/30/25 & 7/1/25-7/2/25	1,612.72
07/21/2025	EBEE Connect Inc	Multi-Language Translation Services	3,209.83
07/21/2025	High Desert Power Project LLC	June 2025 Capacity	625,000.00
07/21/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	122.31
07/21/2025	Mahe Accountancy	July 2025 - Treasurer and Accounting Services -- {PO:1044}	22,000.00
07/21/2025	Marsh Landing, LLC	June 2025 Capacity Purchases	671,562.50
07/21/2025	The Energy Authority Inc. (CAISO and ENERGY)	CAISO period 06/26/25-07/02/25, 3/28/25 - 4/03/25, & 6/1/23 -6/30/23	170,243.53
07/22/2025	Golden Communications Inc	Monthly Managed Web Services, and Additional Labor - June 2025 -- {po: 1032}	199.00
07/22/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	51.76
07/22/2025	Just One Call Cleaning Services LLC	June 2025 cleaning services {PO: 1045}	1,300.00
07/22/2025	Pacific Energy Advisors Inc.	June 2025 - Monthly Services {po: 1008}	49,000.00
07/23/2025	California Community Choice Association	Operational Member Dues - Q1 FY 25-26 Operational Membership Dues Payment	105,000.00
07/23/2025	Calpine Energy Services L.P.	June 2025 Capacity	309,750.00
07/23/2025	Constellation Energy Generation, LLC	May 2025 energy purchases	2,641,638.28
07/23/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	11.51
07/23/2025	Morgan Stanley Capital Group	June 2025 energy purchases	459,265.80
07/23/2025	NRG BUSINESS MARKETING LLC	June 2025 energy purchases	2,673,505.71
07/23/2025	Shell Energy North America	May 2025 capacity purchases	504,500.00
07/23/2025	Shell Energy North America	2024 Emissions purchases	2,031,250.00
07/23/2025	Shell Energy North America	2024 Emissions purchases	875,000.00
07/23/2025	Sunrise Power Company LLC	June 2025 capacity purchase	1,556,250.00
07/23/2025	Transalta Energy Marketing Us Inc.	June 2025 Energy Purchases	2,770,816.41
07/24/2025	Lincoln Financial Group	7/24/25 Retirement debit 401A	33,745.04
07/24/2025	Lincoln Financial Group	7/24/25 Retirement debit 457B	12,606.69
07/24/2025	The Energy Authority Inc. (Service Fees)	June 2025 Resource Management Monthly Fees {PO:1011}	15,585.65
07/25/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	117.33
07/28/2025	BRAUN BLAISING & WYNNE, P.C.	June 2025 - Fractional share of the Joint CCA BioMAT Invoice	343.00
07/28/2025	City of Irvine	Global Village Sponsorship	2,000.00
07/28/2025	INSUREONE INSURANCE SERVICES AMERICA, LLC	06/03/25-06/03/26 - Policy - MN 1854594- Commercial	1,852.08
07/28/2025	Littler Mendelson, PC	June 2025 legal services -- {po:1016}	5,062.50
07/28/2025	Orange County Printing Company	Smart letter mailing-- {po:1038}	675.84
07/28/2025	SDI PRESENCE LLC	Services through June 30, 2025 - {PO:1034}	5,104.31
07/28/2025	SDI PRESENCE LLC	Services through June 30, 2025 - software -- {PO:1034}	831.60
07/28/2025	The Energy Authority Inc. (CAISO and ENERGY)	CAISO period 07/03/25-07/10/25 & 4/04/25 - 4/10/25,	115,818.27
07/28/2025	United States Postal Services (Trust/EPS Account)	Postage added to USPS Account	48,000.00
07/28/2025	We Mail For You Inc.	Eco-Inspired Promotional Items	2,006.91
07/28/2025	We Mail For You Inc.	Solar Powered Promotional Items	1,689.31
07/30/2025	California Department of Tax and Fee Administration	April - June 2025 Electric Energy Surcharge	150,248.00
07/30/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	100.00
07/31/2025	Energy Development & Construction Corporation	May 2025 - RECs purchases	69,804.00
08/01/2025	AM Conservation Group Inc	Smart thermostats, Power strip, Nightlight	502.95
08/01/2025	AM Conservation Group Inc	EV chargers	18,043.08
08/01/2025	Asian Business Association Orange County	May 8, 2025, through July 9, 2025 Milestone 1 – 400 surveys	5,000.00
08/01/2025	Calpine Energy Solutions	June 2025 services {po:1003}	159,581.66
08/01/2025	Mahe Accountancy	June 2025 - Bill.com pass-through fees- {PO:1044}	203.02
08/01/2025	PG&E (Energy)	March 2025 Renewable Energy Certificates Sale	11,250,000.00
08/01/2025	Southern California Edison	March 2025 VAMO	4,241,344.64
08/01/2025	The Energy Coalition	OCPA Customer Programs through June 30, 2025 - {PO:1041}	25,825.33
08/01/2025	Travel Bank	Mileage - CEA Travels	151.62
08/01/2025	WCF National Insurance Company	2nd installment of OCPA Worker's Compensation policy	713.32
08/04/2025	California ISO (Settlement Invoices) CAISO	CAISO CRR period for 07/11/25 - 7/17/25	510.56
08/04/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	17.50
08/04/2025	The Energy Authority Inc. (CAISO and ENERGY)	CAISO period 7/11/25 - 7/17/25 & 4/11/25 - 4/17/25	54,234.17
08/05/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	19.13
08/05/2025	Paychex	Flexperks	25.85
08/06/2025	We Konnect, Inc.	Brivo and Eagle Eye Cloud Services {po:1037}	243.00
08/07/2025	Cox Business	Internet Services from July 16, 2025 - August 15, 2025	630.00
08/07/2025	US Bank Interest and Service Charges	July 2025 Custody Fees	22.00
08/08/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	207.85
08/08/2025	Lincoln Financial Group	8/08/25 Retirement debit 457B	11,318.05
08/08/2025	Lincoln Financial Group	8/08/25 Retirement debit 401A	32,751.76
08/08/2025	Travel Bank	Hotel Accommodations - New hire in office onboarding	1,824.90
08/08/2025	Travel Bank	Mileage - New hire in office onboarding	275.10
08/08/2025	Travel Bank	Mileage - CEA Travels	248.64
08/08/2025	Travel Bank	Mileage - CEA Travels	28.00
08/11/2025	California ISO (Settlement Invoices) CAISO	CAISO CRR period for 07/18/25 - 7/24/25	88.29
08/11/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	94.80
08/11/2025	The Energy Authority Inc. (CAISO and ENERGY)	CAISO period 7/18/25 - 7/24/25, 4/18/24-4/24/25 & 8/1/24-8/31/24	175,138.59
08/12/2025	Bears Junior All American Football	Fullerton Bears - Platinum Level Sponsor	4,000.00
08/12/2025	Best Best & Krieger	July 2025 - General Counsel- {po: 1002}	11,794.80
08/12/2025	Best Best & Krieger	July 2025 - Regulatory - CPUC -- {po: 1002}	11,446.00
08/12/2025	Best Best & Krieger	July 2025 - Public Records Requests -- {po: 1002}	7,781.00
08/12/2025	Best Best & Krieger	July 2025 - Financial/Power Procurement -- {po: 1002}	7,568.00
08/12/2025	Dell Marketing L.P.	Keyboard, mouse & 2 monitors - this invoice covers a portion of Lena's remoteworkstation	480.57
08/12/2025	Geiger	Promotional Items	3,440.37
08/12/2025	Geiger	Promotional Items	907.74
08/12/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	58.52
08/12/2025	Junk King	Handyman Services	159.00
08/12/2025	Lakeview Business Center LLC	HVAC and metered electric usage	2,824.92
08/12/2025	Orange County Printing Company	Smart letter mailing-- {po:1038}	587.48
08/12/2025	Santa Ana Chamber of Commerce	Annual Membership Renewal	680.00
08/12/2025	WCF National Insurance Company	3rd installment of OCPA Worker's Compensation policy	713.32
08/14/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	109.11

08/14/2025	SDRMA	September 2025 employee benefit charges	26,019.58
08/14/2025	US Bank Interest and Service Charges	July 2025 Analysis Service Charge	4,438.96
08/15/2025	Lincoln Financial Group	401(a) plan Q2 2025	4,703.05
08/15/2025	Lincoln Financial Group	457(b) plan Q2 2025	1,678.56
08/18/2025	960 CoolOC	2025 Cool Irvine Eco Fair Sponsorship	1,500.00
08/18/2025	AM Conservation Group Inc	June 2025 marketplace support	394.35
08/18/2025	Arab American Business Chamber	Arab American Business Chamber Anniversary Gala	1,200.00
08/18/2025	Best Best & Krieger	July 2025 - County Withdrawal - {po: 1002}	414.00
08/18/2025	Boys Girls Clubs Of Huntington Valley	Kiwanis Club of Fountain Valley - Diamond Sponsorship Level	1,250.00
08/18/2025	CITY OF BUENA PARK - UUT	July 2025 Utility User Tax	91,022.13
08/18/2025	CITY OF HUNTINGON BEACH - UUT	July 2025 Utility User Tax	2,357.97
08/18/2025	CITY OF IRVINE - UUT	July 2025 Utility User Tax	125,254.03
08/18/2025	NewGen Strategies & Solutions, LLC	July 2025 - OCPA FY25 Financial Planning & Analysis Support -- {po: 1028}	270.00
08/18/2025	Orange County Business Council	Event Tickets (3) - 2025 Legislative Day Event held by the Orange County Business Council	585.00
08/18/2025	Orange County Printing Company	Smart letter mailing-- {po:1038}	687.39
08/18/2025	Reveille Inc.	July 2025 OCPA FY Marketing and PR Budget- {po: 1025}	58,129.35
08/18/2025	Southern California Edison (Non-Energy)	June 2025 service fees	37,249.00
08/18/2025	The Energy Authority Inc. (CAISO and ENERGY)	CAISO period 7/25/25 - 7/31/25, 4/25/25-05/01/25, 10/01/23 - 10/31/23 & 7/1/23-7/31/23	82,405.47
08/18/2025	The Irvine Co/Lakeview III	Monthly rent - September 2025	20,367.40
08/18/2025	US Bank Credit Card *7799	Microsoft Power Bi Pro Subscription Refund	(2.26)
08/18/2025	US Bank Credit Card *7799	Office Supplies - Organizational Supplies for the CEA Closet	218.88
08/18/2025	US Bank Credit Card *7799	Office Supplies - Handout Organizer for CEA Department	107.72
08/18/2025	US Bank Credit Card *7799	OC REGISTER SUBSCRIPTION - Monthly Print & Digital Subscripion	14.00
08/18/2025	US Bank Credit Card *7799	Event Ticket (1st) League of CA Cities Annual Conference	475.00
08/18/2025	US Bank Credit Card *7799	Event Ticket (2nd) League of CA Cities Annual Conference	475.00
08/18/2025	US Bank Credit Card *7799	Event Ticket (3rd) League of CA Cities Annual Conference	475.00
08/18/2025	US Bank Credit Card *7799	Event Tickets (3) Annual OC Labor Federation Gala	1,275.00
08/18/2025	US Bank Credit Card *7799	Printing - Community Power Plan time-sensitive multilingual collateral	1,015.01
08/18/2025	US Bank Credit Card *7799	Snacks - OC Leadership Academy Students' presentations at OCPA	44.85
08/18/2025	US Bank Credit Card *7799	Registration (2) to attend the Power Association of California virtual meeting	43.86
08/18/2025	US Bank Credit Card *7799	Registration (1) to attend the Power Association of California virtual meeting	21.93
08/18/2025	US Bank Credit Card *7799	Event Tickets (2) OC Forum "Leading Nonprofits in Today's OC" Event	260.73
08/18/2025	US Bank Credit Card *7799	Business Lunch OCPA Director Fred Jung and Daniel Kim from the Dragon Kim Foundation	98.83
08/18/2025	US Bank Credit Card *7799	Parking Fees - Business Meeting with Daniel Kim and Fred Jung	4.00
08/18/2025	US Bank Credit Card *7799	Business Meal with Matt Miller, City of Irvine	50.11
08/18/2025	US Bank Credit Card *7799	Airfare - CalCCA Board of Directors 3/Day Meeting in Santa Cruz	321.60
08/18/2025	US Bank Credit Card *7799	Business Meal with Director Jung, Mayor Pro Tem Wanke, CM Lampman, and OCPA Staff	196.98
08/18/2025	US Bank Credit Card *7799	Transportation Expense - Refunded	(161.00)
08/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - In-Office Fintech Department Support	71.91
08/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - In-Office Fintech Department Support	139.00
08/18/2025	US Bank Credit Card *7799	Transportation Expense - Refund Followed Cancellation	16.97
08/18/2025	US Bank Credit Card *7799	Hotel Accommodation - In-Office Fintech Department Support	506.79
08/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - In-Office Fintech Department Support	18.65
08/18/2025	US Bank Credit Card *7799	Microsoft Power-Bi Pro Subscription	10.00
08/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - In-Office Fintech Department Support	82.80
08/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - In-Office Fintech Department Support	17.10
08/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - In-Office Fintech Department Support	16.35
08/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - In-Office Fintech Department Support	14.03
08/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - In-Office Fintech Department Support	12.29
08/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - In-Office Fintech Department Support	14.87
08/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - In-Office Fintech Department Support	13.45
08/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - In-Office Fintech Department Support	119.00
08/18/2025	US Bank Credit Card *7799	Transportation Expense - Refunded	(119.00)
08/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - In-Office Fintech Department Support	13.36
08/18/2025	US Bank Credit Card *7799	Kitchen and Pantry Items	72.92
08/18/2025	US Bank Credit Card *7799	Office Supplies	81.43
08/18/2025	US Bank Credit Card *7799	Office Supplies - Refunded	(32.25)
08/18/2025	US Bank Credit Card *7799	Office Supplies	46.02
08/18/2025	US Bank Credit Card *7799	GoToConnect Telephone Service	126.82
08/18/2025	US Bank Credit Card *7799	LinkedIn - Recruitment (HR Generalist)	591.59
08/18/2025	US Bank Credit Card *7799	Kitchen and Pantry Items	30.07
08/18/2025	US Bank Credit Card *7799	DocuSign Annual Subscription	2,590.38
08/18/2025	US Bank Credit Card *7799	Kitchen and Pantry Supplies	14.85
08/18/2025	US Bank Credit Card *7799	Traliant - Employer Required Training - Workforce Harassment	27.00
08/18/2025	US Bank Credit Card *7799	Staff Anniversary Plant	32.44
08/18/2025	US Bank Credit Card *7799	Business Cards	47.82
08/18/2025	US Bank Credit Card *7799	Backpack & School Supply Sponsorship Supplies	104.07
08/18/2025	US Bank Credit Card *7799	Hotel Accommodation for New Staff Orientation	552.09
08/18/2025	US Bank Credit Card *7799	Business Meal for Staff Summer Gathering	88.59
08/18/2025	US Bank Credit Card *7799	Backpack & School Supply Drive Sponsorship Supplies	96.93
08/18/2025	US Bank Credit Card *7799	Monthly subscription fee	16.15
08/18/2025	US Bank Credit Card *7799	Staff birthdays celebration for July	77.00
08/18/2025	US Bank Credit Card *7799	LinkedIn - Recruitment (Data Analyst, HR Generalist, and Intern)	607.91
08/18/2025	US Bank Credit Card *7799	ASANA.COM - Project management subscription utilized by the Programs Department	110.93
08/18/2025	US Bank Credit Card *7799	LinkedIn - Recruitment (Data Analyst, HR Generalist, and Intern)	648.89
08/18/2025	US Bank Credit Card *7799	Google Subscription	12.25
08/18/2025	US Bank Credit Card *7799	Small IT equipment for new staff	224.26
08/18/2025	US Bank Credit Card *7799	Small IT equipment for new staff	42.53
08/18/2025	US Bank Credit Card *7799	Zoom Monthly Subscription	346.90
08/18/2025	US Bank Credit Card *7799	Kitchen and Pantry Items	84.38
08/18/2025	US Bank Credit Card *7799	Kitchen and Pantry Items	39.99
08/19/2025	Climate Action Campaign	Climate Action Campaign 10th Anniversary Celebration Sponsorship	10,000.00
08/20/2025	High Desert Power Project LLC	July 2025 Capacity	625,000.00
08/20/2025	Marsh Landing, LLC	July 2025 Capacity Purchases	667,800.00
08/20/2025	Paychex	Flexperks	25.85
08/20/2025	Southern California Edison	July 2025 - Capacity Purchases	1,680,523.90
08/22/2025	Golden Communications Inc	Monthly Managed Web Services, and Additional Labor - July 2025 -- {po: 1032}	1,849.00

08/22/2025	Just One Call Cleaning Services LLC	July 2025 cleaning services {PO: 1045}	1,300.00
08/22/2025	Pacific Energy Advisors Inc.	July 2025 - Monthly Services {po: 1008}	49,165.00
08/22/2025	The Energy Authority Inc. (Service Fees)	July 2025 Resource Management Monthly Fees {PO:1011}	15,585.65
08/22/2025	Travel Bank	Mileage - Admin Support	45.92
08/25/2025	California ISO (Settlement Invoices) CAISO	CAISO CRR period for 08/01/25 - 8/7/25	3,802.14
08/25/2025	Calpine Energy Services L.P.	July 2025 Capacity	84,750.00
08/25/2025	Constellation Energy Generation, LLC	June 2025 energy purchases	4,294,308.15
08/25/2025	Lincoln Financial Group	8/25/25 Retirement debit 401A	32,785.84
08/25/2025	Lincoln Financial Group	8/25/25 Retirement debit 457B	13,071.50
08/25/2025	Morgan Stanley Capital Group	July 2025 energy purchases	2,993,064.86
08/25/2025	NRG BUSINESS MARKETING LLC	July 2025 energy purchases	2,454,868.31
08/25/2025	Shell Energy North America	June 2025 Capacity	504,500.00
08/25/2025	Southern California Edison	April 2025 VA Sales	4,523,383.80
08/25/2025	Sunrise Power Company LLC	July 2025 capacity purchase	1,556,250.00
08/25/2025	The Energy Authority Inc. (CAISO and ENERGY)	CAISO period 8/1/25 - 8/7/25 and 5/2/25 - 5/8/25	178,324.80
08/25/2025	Transalta Energy Marketing Us Inc.	July 2025 Energy Purchases	3,656,536.11
08/27/2025	Grace Orchard Energy Center (Nextera)	January - May 2025 - RECs Purchases	1,675,000.00
08/27/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	100.00
08/28/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	55.75
08/29/2025	Energy Development & Construction Corporation	June 2025 - RECs purchases	53,640.00
09/02/2025	AM Conservation Group Inc	July 2025 marketplace activity total	653.99
09/02/2025	AM Conservation Group Inc	July 2025 management fee	435.01
09/02/2025	AM Conservation Group Inc	July 2025 EV activity total	19,661.43
09/02/2025	Black Chamber of Orange County	Banquet & Support Sponsorship	3,500.00
09/02/2025	California ISO (Settlement Invoices) CAISO	CAISO CRR period for 08/08/25 - 8/14/25	7,709.94
09/02/2025	City of Buena Park - City Manager's Office	2025 State of the City - Gold Sponsorship	1,000.00
09/02/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	65.41
09/02/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	13.11
09/02/2025	Bill.com	Mileage reimbursement - Meetings Related to Regulatory and Legislative Affairs	73.50
09/02/2025	Littler Mendelson, PC	July legal services -- {po:1016}	2,750.00
09/02/2025	Maier Accountancy	August 2025 - Treasurer and Accounting Services- {PO:1044}	22,000.00
09/02/2025	Orange County Printing Company	Smart letter mailing-- {po: 1048}	702.87
09/02/2025	PG&E (Energy)	Vintage 2025 Renewable Energy Certificates Sale	11,250,000.00
09/02/2025	SDI PRESENCE LLC	Software through July 31, 2025 - software -- {PO:1034}	831.60
09/02/2025	SDI PRESENCE LLC	Services through July 31, 2025- {PO:1034}	5,104.31
09/02/2025	The Energy Authority Inc. (CAISO and ENERGY)	CAISO period 8/8/25 - 8/14/25 and 5/9/25 - 5/14/25	238,794.14
09/02/2025	We Mail For You Inc.	250 Rush Flyers	344.80
09/03/2025	Calpine Energy Solutions	July 2025 services {po:1003}	160,443.56
09/05/2025	Amperon	Subscription fee for Meter Demand for the term starting 05/15/2025 and ending 05/14/2026 {PO: 1036}	15,500.00
09/05/2025	Asian Business Association Orange County	Milestone 2 - Conducted half of the Listening Sessions with brief summary notes	5,000.00
09/05/2025	Paychex	Flexperks	25.85
09/05/2025	US Bank Interest and Service Charges	August Custody Fees	22.00
09/08/2025	Bentham Paulos	Monthly licensing and maintenance fee (3 months) May - July 2025	1,500.00
09/08/2025	California ISO (Settlement Invoices) CAISO	CAISO CRR period for 08/15/25 - 8/20/25	9,535.43
09/08/2025	Cox Business	Internet Services from August 16, 2025 - September 15, 2025	630.00
09/08/2025	Filipino American Chamber of Commerce of OC	Basic Corporate Sponsorship	2,500.00
09/08/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	35.00
09/08/2025	NewGen Strategies & Solutions, LLC	August 2025 - OCPA FY25 Financial Planning & Analysis Support -- {po: 1028}	3,397.50
09/08/2025	Orange County Printing Company	Smart letter mailing-- {po: 1048}	694.17
09/08/2025	Southern California Edison (Non-Energy)	July service fees	37,701.74
09/08/2025	The Energy Authority Inc. (CAISO and ENERGY)	CAISO period 8/15/25 - 8/20/25 and 5/15/25 - 5/21/25	231,871.20
09/08/2025	We Konnect, Inc.	Brivo and Eagle Eye Cloud Services {po:1037}	243.00
09/09/2025	Lincoln Financial Group	9/09/25 Retirement debit 401A	33,747.26
09/09/2025	Lincoln Financial Group	9/09/25 Retirement debit 457B	13,295.38
09/09/2025	The Energy Coalition	OCPA Customer Programs through July 31, 2025 - {PO:1041}	30,339.76
09/11/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	3.76
09/12/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	35.00
09/15/2025	California ISO (Settlement Invoices) CAISO	CAISO CRR period for 11/1/23 - 11/30/23, 9/1/24-9/30/24, 5/22/25-5/29/25, 8/1/22-8/31/22 and 8/21/25 - 8/27/25	18,684.60
09/15/2025	Chapman And Cutler LLP	Legal fees related to waiver agreement	10,000.00
09/15/2025	Reveille Inc.	August 2025 OCPA FY Marketing and PR Budget- {po: 1025}	91,426.35
09/15/2025	SDRMA	October employee benefit charges	26,672.91
09/15/2025	The Energy Authority Inc. (CAISO and ENERGY)	CAISO period 8/21/25 - 8/27/25, 5/22/25 - 5/29/25, 9/1/24 - 9/30/24 and 11/1/23 - 11/30/23 and NERC WECC charges for 1/1/24 -	1,098,164.94
09/15/2025	The Irvine Co/Lakeview III	October 2025 - Monthly rent	20,367.40
09/15/2025	United States Postal Services (Trust/EPS Account)	Postage added to USPS Account	16,791.88
09/15/2025	US Bank Interest and Service Charges	August Analysis Service Charge	4,756.31
09/15/2025	WCF National Insurance Company	4th installment of OCPA Worker's Compensation policy	713.32
09/17/2025	BRAUN BLAISING & WYNNE, P.C.	July- Fractional share of the Joint CCA BioMAT Invoice	200.67
09/18/2025	US Bank Credit Card *7799	Event Ticket - Garden Grove Chamber - Government Affairs Meeting featuring Guest Speaker Derek Tran	20.00
09/18/2025	US Bank Credit Card *7799	Business Meal - OCPA meeting with Placentia City Council members	34.15
09/18/2025	US Bank Credit Card *7799	OC REGISTER SUBS - Annual subscription - OC Register	14.00
09/18/2025	US Bank Credit Card *7799	801 W CIVIC CENTER PARKING - Parking Fees - OCPA Presentation to the Orange County Grand Jury	5.00
09/18/2025	US Bank Credit Card *7799	OCIACC - Iranian American Chamber of Commerce - Annual Membership	1,950.00
09/18/2025	US Bank Credit Card *7799	OCIACC - Iranian American Chamber - Sponsoring the Mehregan Festival	2,500.00
09/18/2025	US Bank Credit Card *7799	Business Meal - In appreciation and farewell for the CEA Intern, Analisa Cassidy	222.96
09/18/2025	US Bank Credit Card *7799	Event Ticket - South Orange County Economic Coalition Honoring Supervisor Wagner	75.00
09/18/2025	US Bank Credit Card *7799	Business Meal - Meeting with Fountain Valley City Manager and Director of Public Works	13.20
09/18/2025	US Bank Credit Card *7799	Business Meal - Meeting with Fullerton Acting City Manager Eddie Manfro	18.00
09/18/2025	US Bank Credit Card *7799	Parking Fee - Business Meeting in Santa Ana	8.00
09/18/2025	US Bank Credit Card *7799	Transportation Fee - Reimbursed to OCPA	81.52
09/18/2025	US Bank Credit Card *7799	Business Meal - Meeting with Aaron France, Buena Park City Manager	5.25
09/18/2025	US Bank Credit Card *7799	Business Meal - Meeting with John Stephens, the Mayor of Costa Mesa	13.73
09/18/2025	US Bank Credit Card *7799	Microsoft Power Bi Pro Subscription	(5.16)
09/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - Board Meeting	13.27
09/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - Board Meeting	22.86
09/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - Board Meeting	5.00
09/18/2025	US Bank Credit Card *7799	Airfare - Board Meeting	358.97
09/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - Board Meeting	17.00

09/18/2025	US Bank Credit Card *7799	Hotel Accommodations - Board Meeting	883.92
09/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - Board Meeting	82.43
09/18/2025	US Bank Credit Card *7799	Transportation Expense - Ride Share or Mass Transit - Board Meeting	65.95
09/18/2025	US Bank Credit Card *7799	Airfare - Board Meeting	273.64
09/18/2025	US Bank Credit Card *7799	Office Supplies	99.09
09/18/2025	US Bank Credit Card *7799	GOTOCOM - Phone Forwarding Service for Call Center	128.02
09/18/2025	US Bank Credit Card *7799	IT supplies for staff stations	44.01
09/18/2025	US Bank Credit Card *7799	Kitchen and Pantry Items	89.50
09/18/2025	US Bank Credit Card *7799	Small Equipment	1,023.55
09/18/2025	US Bank Credit Card *7799	Office Supplies	54.63
09/18/2025	US Bank Credit Card *7799	Employee Anniversary Recognition	36.62
09/18/2025	US Bank Credit Card *7799	Small IT Equipment	26.17
09/18/2025	US Bank Credit Card *7799	Office Supplies	28.11
09/18/2025	US Bank Credit Card *7799	Traliant - Employer Required Training - Workforce Harassment	27.00
09/18/2025	US Bank Credit Card *7799	Business Meal - Board Meeting Aug. 25, 2025	112.35
09/18/2025	US Bank Credit Card *7799	Amazon monthly subscription fee	16.15
09/18/2025	US Bank Credit Card *7799	Office Supplies	10.75
09/18/2025	US Bank Credit Card *7799	Linkedln - Recruitment - Power Portfolio Manager, Data Analyst, and Regulatory Analyst	301.61
09/18/2025	US Bank Credit Card *7799	Google Subscription	14.00
09/18/2025	US Bank Credit Card *7799	VISTAPRINT - Office Supplies - New Staff Business Cards	46.15
09/18/2025	US Bank Credit Card *7799	Kitchen and Pantry Supplies	14.27
09/18/2025	US Bank Credit Card *7799	Adobe Subscription - Additional License for New Employee	108.91
09/18/2025	US Bank Credit Card *7799	Zoom monthly subscription	346.90
09/18/2025	US Bank Credit Card *7799	Office Supplies	51.39
09/18/2025	US Bank Credit Card *7799	Airfare - On-site new employee orientation	728.80
09/18/2025	US Bank Credit Card *7799	Transportation Expense	12.16
09/18/2025	US Bank Credit Card *7799	Transportation Expense - Refund	(12.16)
09/19/2025	Best Best & Krieger	August 2025 - Financial/Power Procurement - {po: 1002}	10,707.00
09/19/2025	Best Best & Krieger	August 2025 - Regulatory - CPUC - {po: 1002}	15,187.00
09/19/2025	Best Best & Krieger	August 2025 - General Counsel - {po: 1002}	13,292.84
09/19/2025	Best Best & Krieger	August 2025 - Public Records Requests - {po: 1002}	6,646.00
09/19/2025	Best Best & Krieger	August 2025 - County Withdrawal - {po: 1002}	2,027.00
09/19/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	12.10
09/19/2025	Paychex	Flexperks	20.11
09/19/2025	The DOT Printer, Inc.	Promotional Items - {PO:1049}	863.76
09/19/2025	Travel Bank	Mileage - CEA Travels	235.55
09/22/2025	AM Conservation Group Inc	Google nest; energy conservation kit; thermostat; air purifier/power strip	1,717.87
09/22/2025	AM Conservation Group Inc	August 2025 management fee	350.03
09/22/2025	Buena Park School District	OCPA Bright Futures Grant	6,000.00
09/22/2025	California ISO (Settlement Invoices) CAISO	CAISO CRR period for 8/1/25 - 8/31/25, 5/1/25 - 5/31/25, 9/1/25 - 9/4/25, 8/1/23 - 8/31/23 & 6/1/25 - 6/5/25	12,081.40
09/22/2025	Calpine Energy Services L.P.	August 2025 Capacity	309,750.00
09/22/2025	CITY OF BUENA PARK - UUT	August Utility User Tax	107,355.06
09/22/2025	CITY OF HUNTINGON BEACH - UUT	August Utility User Tax	2,139.73
09/22/2025	City of Irvine	2025 Mid-Autumn Festival for the City of Irvine	2,000.00
09/22/2025	CITY OF IRVINE - UUT	August Utility User Tax	143,927.49
09/22/2025	Constellation Energy Generation, LLC	July energy purchases	5,460,113.83
09/22/2025	Golden Communications Inc	Monthly Managed Web Services, and Additional Labor - August 2025 -- {po: 1032}	1,999.00
09/22/2025	High Desert Power Project LLC	August 2025 Capacity	625,000.00
09/22/2025	Just One Call Cleaning Services LLC	August cleaning services {PO: 1045}	2,100.00
09/22/2025	Marsh Landing, LLC	August 2025 Capacity Purchases	666,137.50
09/22/2025	Morgan Stanley Capital Group	August 2025 energy purchases	2,947,060.50
09/22/2025	NRG BUSINESS MARKETING LLC	August 2025 energy purchases	2,702,762.68
09/22/2025	Orange County Printing Company	2025 Joint Rate Mailer-- {po: 1048}	19,397.35
09/22/2025	SDI PRESENCE LLC	Software through August 31, 2025 software- {PO:1034}	831.60
09/22/2025	SDI PRESENCE LLC	Services through August 31, 2025- {PO:1034}	5,104.31
09/22/2025	Shell Energy North America	July Capacity	504,500.00
09/22/2025	Southern California Edison	August capacity purchases	1,680,523.90
09/22/2025	Sunrise Power Company LLC	August 2025 capacity purchase	1,556,250.00
09/22/2025	The Energy Authority Inc. (CAISO and ENERGY)	CAISO period 8/28/25 - 9/04/25, 5/30/25 - 6/05/25 and 8/1/23 - 8/31/23	797,059.26
09/22/2025	Transalta Energy Marketing Us Inc.	August 2025 Energy Purchases	4,012,473.00
09/22/2025	We Mail For You Inc.	100 Workforce tips flyers	118.53
09/23/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	59.85
09/23/2025	Pacific Energy Advisors Inc.	August- Monthly Services {po: 1008}	49,082.50
09/23/2025	The Energy Authority Inc. (Service Fees)	August Resource Management Monthly Fees {PO:1011}	15,585.65
09/25/2025	Lincoln Financial Group	9/25/25 Retirement debit 401A	31,853.18
09/25/2025	Lincoln Financial Group	9/25/25 Retirement debit 457B	12,974.77
09/25/2025	Southern California Edison	May 2025 VA Sales	5,155,211.36
09/26/2025	Travel Bank	Mileage - CEA Travels	50.75
09/26/2025	Travel Bank	Welcome Lunch - New Staff Member	91.72
09/26/2025	Travel Bank	Mileage - CEA Travels	16.10
09/29/2025	California ISO (Settlement Invoices) CAISO	CAISO CRR period for 9/05/25 - 9/11/25, 6/6/25 - 6/12/25 & 9/1/22 - 9/30/22	5,513.37
09/29/2025	Energy Development & Construction Corporation	July 2025 - RECs purchases	64,404.00
09/29/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	702.83
09/29/2025	Igoe (Med-iBank)	Medical and/or Dependent Care FSA Monthly Participation Fee	100.00
09/29/2025	The Energy Authority Inc. (CAISO and ENERGY)	CAISO period 9/05/25 - 9/11/25 and 6/06/25 - 6/12/25	336,629.11
09/30/2025	Give for a Smile	Bright Futures Grant Recipient	20,000.00
09/30/2025	Lakeview Business Center LLC	HVAC and metered electric usage	1,871.67
09/30/2025	Littler Mendelson, PC	August legal services -- {po:1016}	5,187.50
09/30/2025	Maher Accountancy	September 2025 - Treasurer and Accounting Services- {PO:1044}	22,000.00
09/30/2025	Orange County Printing Company	Smart Letter Mailing-- {po: 1048}	804.89
09/30/2025	Songs in the Canyon	Neighborhood Picnic Festival - Costa Mesa Sponsorship	100.00
09/30/2025	The Assn of Women in Water, Energy, Environ	Membership application. Level: Individual Membership (member one)	135.00
09/30/2025	The Assn of Women in Water, Energy, Environ	Membership application. Level: Individual Membership (member two)	135.00
SUBTOTAL			115,596,007.58

07/07/2025	June 16 - 30 -Salaries, Wages, Fringe Benefits	103,786.04
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07/07/2025	June 16 - 30 -Payroll Taxes	34,914.69
07/07/2025	June 16 - 30 -Paychex Service Fee	341.25
07/18/2025	July 1 - 15 -Salaries, Wages, Fringe Benefits	114,738.76
07/18/2025	July 1 - 15 -Payroll Taxes	35,296.25
07/18/2025	July 1 - 15 -Paychex Service Fee	684.25
08/05/2025	July 16 - 31 -Salaries, Wages, Fringe Benefits	105,490.84
08/05/2025	July 16 - 31 -Payroll Taxes	31,293.55
08/05/2025	July 16 - 31 -Paychex Service Fee	331.25
08/20/2025	August 1 - 15 -Salaries, Wages, Fringe Benefits	111,112.83
08/20/2025	August 1 - 15 -Payroll Taxes	32,275.59
08/20/2025	August 1 - 15 -Paychex Service Fee	662.25
09/05/2025	August 16 - 31 -Salaries, Wages, Fringe Benefits	106,248.59
09/05/2025	August 16 - 31 -Payroll Taxes	32,046.82
09/05/2025	August 16 - 31 -Paychex Service Fee	326.50
09/19/2025	September 1 - 15 -Salaries, Wages, Fringe Benefits	109,333.50
09/19/2025	September 1 - 15 -Payroll Taxes	32,777.84
09/19/2025	September 1 - 15 -Paychex Service Fee	651.00
	SUBTOTAL	852,311.80

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 8.1

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer

Approved: Joe Mosca, Chief Executive Officer

Subject: UPDATE ON THE SELECTION OF ORANGE COUNTY POWER AUTHORITY’S (OCPA) PREPAY COUNTERPARTY; AUTHORIZATION FOR OCPA TO JOIN THE CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY (CCCFA) AS AN ASSOCIATE MEMBER; AND APPROVAL OF CCCFA AS THE BOND ISSUER FOR AN ENERGY PREPAYMENT TRANSACTION

Date: December 8, 2025

STRATEGIC GOALS

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

RECOMMENDED ACTION

1. Receive and file the update on the selection of Morgan Stanley & Co. LLC as OCPA’s prepay counterparty to provide energy supplier services in structuring a new transaction.
2. Adopt Resolution No. 2025-XX, authorizing OCPA to join the California Community Choice Financing Authority (CCCFA) as an Associate Member and approving the selection of CCCFA, a joint powers authority and public entity of the State of California formed under the Joint Exercise of Powers Act, as the bond issuer for potential OCPA energy prepayment financing transactions, as Attachment 1.

BACKGROUND

On October 13, 2025, the OCPA Board authorized staff to continue evaluating and preparing for a potential green prepayment bond transaction. This authorization included engaging PFM Financial Advisors as municipal advisor, PFM Swap Advisors for swap advisory services, and Chapman and Cutler as prepay and disclosure counsel. The fees for all three service providers are contingent upon a successful closing and will be paid from bond proceeds, resulting in no out-of-pocket costs to OCPA.

To begin implementing the prepayment structure, staff issued a Request for Proposals (RFP) on October 23, 2025 to identify qualified prepay counterparties. Five highly competitive proposals were received by the November 7 deadline from the following firms:

1. Goldman Sachs & Co. LLC
2. J.P. Morgan
3. Morgan Stanley & Co. LLC
4. PNC Capital Markets LLC
5. RBC Capital Markets, LLC

A structured evaluation panel review was conducted on November 18, 2025. Based on its extensive experience, competitive pricing, strong market reach, and existing working relationship with OCPA, Morgan Stanley & Co. LLC was selected as the preferred prepay counterparty. Work on the prepayment structure is expected to begin in early December 2025.

A key component of an energy prepayment financing structure is the selection of a public bond issuer to issue tax-exempt bonds. Bond proceeds are used to fund the prepayment to the selected prepay counterparty in exchange for a long-term, non-recourse energy supply agreement. The bond issuer then delivers energy to OCPA at a discounted price and uses OCPA's payments to repay bond investors.

The CCCFA is a public bond issuer formed in 2021 by five¹ Community Choice Aggregators (CCA) to reduce procurement costs for member agencies through prepayment structures. Under the CCCFA Joint Powers Agreement (Attachment 2) and Government Code Section 6508.1, no debt, liability, or obligation of CCCFA is attributed to any of its members. Bonds issued by CCCFA are not general obligations, and all costs and responsibilities associated with a prepayment transaction are allocated solely to the participating member. OCPA would not be responsible for obligations of any other CCCFA member.

CCCFA, as a joint powers agency, is authorized to issue tax-exempt bonds and enter into 30-year, non-recourse energy prepayment transactions with taxable prepay counterparties. CCCFA functions as a conduit issuer, rather than a joint procurement entity, and its prepayment transactions are authorized under the National Energy Policy Act of 2005. These structures support clean energy procurement, climate action objectives, and customer demand for sustainable energy resources.

DISCUSSION

Prepay Overview

An energy prepayment, or prepay, is a long-term financing structure available to municipal utilities and tax-exempt entities such as CCAs, including OCPA. Prepays create an opportunity to reduce power procurement costs by leveraging the lower interest rates available in the municipal tax-exempt bond market. In a prepay transaction, a tax-exempt Load-Serving Entity, referred to as the Prepay Buyer, enters into a 30-year agreement with a taxable financial institution, referred to as the Prepay Counterparty. The transaction is supported by tax-exempt municipal bonds issued by a third-party public agency that serves as the conduit issuer.

¹ Central Coast Community Energy (3CE), Clean Power Alliance (CPA), Ava Community Energy (AVA), Marin Clean Energy (MCE), and Silicon Valley Clean Energy (SVCE).

In this structure, the conduit issuer sells tax-exempt bonds and provides the proceeds to the Prepay Counterparty. The Prepay Buyer assigns certain long-term power purchase agreements (PPA) to the Prepay Counterparty on a limited basis. The Prepay Counterparty uses the bond proceeds to pay the contract price to the original energy supplier, and the Prepay Buyer continues to receive all energy and renewable energy credit (REC) attributes under the PPA. All other terms of the PPA remain unchanged. The Prepay Buyer then purchases the energy from the Prepay Counterparty at a discounted price. The size of the discount depends primarily on the difference between taxable and tax-exempt interest rates, which suggests a savings opportunity in the range of 10% to 12%, subject to market conditions.

To preserve the discount over the 30-year term, the bonds are typically repriced or reissued every 6 to 10 years in order to take advantage of favorable interest rate conditions. The combined notional value of the PPAs included in a prepay structure over this period often ranges from \$600 million to \$1.25 billion, depending on market conditions and investor appetite in the California municipal bond market. Eligible contracts may include long-term renewable PPAs or commodity energy supply agreements. Although the assigned PPAs flow through the Prepay Counterparty, the Prepay Buyer continues to take delivery of and pay for all energy and attributes as it normally would. If the prepay arrangement ends early for any reason, the Prepay Buyer simply resumes full performance under the original PPA and forfeits the remaining prepay-related savings.

Two features of municipal bonds used in a prepay significantly reduce financial risk to the Prepay Buyer. First, the bonds are non-recourse, meaning they are not secured or guaranteed by the Prepay Buyer and the Prepay Buyer is not responsible for repayment. Second, because a third-party conduit issuer issues the bonds, the structure is treated as an off-balance-sheet financing arrangement for the Prepay Buyer.

Prepays are designed to reduce costs for ratepayers while preserving the underlying economics for the original PPA provider and maintaining all contractual terms. Prepayment structures have been used in the United States since the early 1990s, beginning with natural gas transactions. More than 100 prepayment transactions totaling over \$100 billion have been completed nationwide. In recent years, CCAs have expanded this model through the use of green bond energy prepayment structures issued through the California Community Choice Financing Authority. CCCFA has issued \$23 billion in prepayment bonds to date, resulting in approximately \$150 million per year in savings for CCA customers, or nearly \$4.6 billion over the life of the associated contracts.

Prepay Counterparty Solicitation Processes and Selection

Following the Board's authorization on October 13, 2025 and the engagement of PFM Financial Advisors as municipal advisor, staff and PFM immediately began developing a comprehensive set of evaluation criteria for the Prepay Counterparty solicitation. The evaluation scope included underwriter experience and commodity market presence, experience with California prepay transactions, proposed prepayment structure including short-term bridge products and treatment of renewable energy credits, use of a Special Purpose Vehicle (SPV) and third-party funding, partial assignment of power purchase agreements and annual settlement provisions, marketing capabilities and investor outreach strategies, additional value-added services, and all proposed fees such as takedown per bond, management fees per bond, expenses per bond, energy supply revenue fees, commodity swap counterparty fees, remarketing fees per bond, and other related costs.

OCPA issued the RFP on October 23, 2025 to identify qualified Prepay Counterparties capable of partnering with OCPA on a long-term energy prepayment transaction. Five highly competitive proposals were received by the November 7, 2025 deadline.

An evaluation panel was established that included Tiffany Law, OCPA Chief Financial Officer; Owen Lee, OCPA Director of Finance and Data Analytics; Louis Ting, OCPA Director of Power Resources; Hongyan Sheng, OCPA Finance and Risk Management Manager; and two advisors from PFM Financial Advisors LLC, Managing Director Michael Berwanger and Senior Managing Consultant James Carbone.

On November 18, 2025, the panel completed a structured evaluation of all proposals. While each proposer demonstrated strong qualifications and relevant experience, Morgan Stanley emerged as the preferred counterparty based on experience, pricing competitiveness, market reach, financial strength, and its existing working relationship with OCPA.

Morgan Stanley distinguished itself through several key strengths. First, it has the most extensive track record in the CCA prepay market with 33 CCA prepayment transactions completed since 2018 totaling approximately \$27 billion. This includes 16 transactions in the electric power sector. Morgan Stanley has consistently served as the lead manager on inaugural prepay transactions for CCAs and continues as the ongoing energy supplier for follow-on deals, which reflects long-term commitment and expertise.

Second, Morgan Stanley brings meaningful familiarity with OCPA's operations. They have supplied OCPA with more than 2.5 million megawatt-hours of energy and 500,000 megawatt-hours of renewable energy credits valued at approximately \$170 million. This history provides them with a strong understanding of OCPA's operational needs, contract structures, and risk management requirements. Their significant presence in California and active participation in the CAISO market further position them to support OCPA through this complex, multi-year financing and energy supply arrangement.

Third, Morgan Stanley has advanced structuring capabilities supported by a mature SPV and third-party funding model. This model has generated additional savings for clients and includes important features such as partial assignment of PPAs, annual remediation provisions, and structural mechanisms designed to avoid regulatory capital drag. Morgan Stanley also provides short-term bridge energy products when needed and consistently incorporates the full value of renewable energy credits into prepay pricing, which enhances the cost savings available to ratepayers.

From a cost standpoint, Morgan Stanley submitted the most competitive fee proposal among all bidders. They offered the lowest underwriting spread, the lowest ongoing energy supplier margin, and the lowest remarketing fee, along with the smallest overall upfront expenses. Their proposed fees include a \$3.50 takedown per bond, \$1 management fee per bond, and \$1.10 energy supply revenue fee per MWh. In addition, Morgan Stanley agreed to pay half of the rating agency fee if the transaction does not proceed for reasons beyond OCPA's control. All transaction costs will be paid from bond proceeds, and OCPA will calculate savings net of these costs.

Morgan Stanley also brings extensive market reach through a distribution network of more than 9,000 institutional investors. This broad access significantly improves placement potential and helps secure favorable pricing outcomes. Their proposed marketing strategy includes targeted investor outreach, investor presentations, and internal salesforce briefings that highlight OCPA's credit strengths and help secure early anchor orders. They also maintain a robust pipeline of more than 20 potential commodity counterparties, providing additional flexibility and long-term support for the structure.

Based on its extensive experience, competitive pricing, strong structuring capabilities, broad distribution network, and demonstrated familiarity with OCPA's operations, Morgan Stanley is the best-qualified Prepay Counterparty to support OCPA in completing its first energy prepayment transaction.

California Community Choice Financing Authority (CCCFA) Membership:

CCCFA is a joint powers agency formed to serve as a conduit issuer of tax-exempt renewable energy prepayment bonds for CCAs. Only CCAs are eligible for membership, and joining CCCFA is required for any CCA seeking to issue prepayment bonds through the authority.

At present, CCAs join CCCFA as Associate Members. For purposes of participating in a prepayment transaction, Associate Membership is both sufficient and the required pathway for CCAs completing their first prepayment transaction. Becoming an Associate Member requires the CCA's governing board to adopt a resolution approving membership and authorizing execution of the Joint Powers Agreement (JPA). The CCA must then execute and file the JPA with CCCFA, pay a one-time \$50,000 membership entry fee, and agree to pay its equal share of CCCFA's annual administrative costs, which are approximately \$20,000. Newly joining agencies must also complete CCCFA's onboarding process.

CCCFA does not employ permanent internal staff. Instead, its operations are supported by a working group composed of Director-level and Manager-level staff from the Founding Member CCAs. CCCFA also relies on contracted professional service providers, including an accounting firm that prepares the annual financial statements and an independent auditor that conducts the annual audit.

CCCFA has consistently prioritized maintaining low administrative overhead to maximize the value and cost savings of prepay transactions for its members. This operating model aligns with OCPA's goal of minimizing non-core spending while advancing strategies that deliver long-term financial and customer benefits.

Joining CCCFA as an Associate Member involves the following steps (see Attachment 4):

- Adopt a Board resolution authorizing OCPA to join CCCFA.
- Execute CCCFA's Joint Powers Agreement (JPA).
- Submit the signed resolution and executed JPA to CCCFA with a request for Associate Membership.
- CCCFA places the item on the agenda for their January 2026 Board meeting.
- Receive majority approval from the CCCFA Board to add OCPA as an Associate Member.
- Pay the \$50,000 membership entry fee and complete CCCFA's onboarding requirements.
Note: The membership entry fee is non-refundable and would be a sunk cost if the prepayment transaction does not proceed.
- Following CCCFA's approval and execution of the JPA amendment, OCPA becomes an Associate Member and is eligible to advance a renewable energy prepayment bond transaction for CCCFA Board consideration.

OCPA First Prepay Timeline

- September 2025: Staff presented an energy prepayment overview to the OCPA Board.
- October 13, 2025: Board authorized staff to continue preparing for a potential green prepayment bond transaction and to engage PFM Financial Advisors (PFM), PFM Swap Advisors, and Chapman & Cutler (Chapman).

- October 23, 2025: Staff issued an RFP for the prepay counterparty. Five proposals were received by November 7.
- November 18, 2025: Evaluation panel selected Morgan Stanley as the preferred prepay counterparty.
- December 8, 2025: Staff presents the selection of Morgan Stanley to the Board and the Board considers authorization for OCPA to join CCCFA as an Associate Member and approval of CCCFA as the bond issuer.
- December 2025: Staff, PFM, Morgan Stanley, and Chapman define transaction parameters, establish minimum savings thresholds, and prepare draft transaction documents.
- January 12, 2026: Board considers authorization of final prepay transaction parameters and related documents, as well as approval to enter into legal services agreements with Orrick, Herrington & Sutcliffe LLP as tax and bond counsel, based on San Diego Community Power's April 2024 RFP.
- January 22, 2026: CCCFA Board considers approval of OCPA as an Associate Member.
- January to March 2026: Confirm PPA assignments, execute prepayment agreements, engage a rating agency, obtain a bond rating for the prepay structure (OCA will not be rated), set bond pricing, and close the transaction. Final timing will depend on market conditions.
- Ongoing: Staff will provide periodic updates to the Board through the CEO Report.

FISCAL IMPACT

There are no financial impacts associated with receiving the update on the selection of Morgan Stanley & Co. LLC as OCPA's prepay counterparty.

The costs of joining the California Community Choice Financing Authority (CCCFA) consist of a one-time, non-refundable membership entry fee of \$50,000 and annual general administrative costs of approximately \$20,000, which are shared equally among all CCCFA members. These costs have been included in the approved FY2025/26 budget.

The purpose of pursuing a prepayment structure is to achieve long-term reductions in energy procurement costs. Based on preliminary analysis, the transaction is projected to generate approximately \$4 million to \$6 million in annual savings. Actual savings will depend on the specific PPAs included and prevailing market conditions, and any discount achieved will directly benefit OCPA's financial results and customers.

All professional service provider fees, including those for the prepay counterparty, prepay and disclosure counsel, bond and tax counsel, municipal advisor, and swap advisor, are contingent upon a successful transaction close and will be paid from bond proceeds. As a result, OCPA will incur no out-of-pocket costs for these services. If the prepayment transaction does not proceed, OCPA's out-of-pocket costs would be limited to the CCCFA membership entry fee of \$50,000 and any rating agency fees associated with the review of the transaction, which are currently estimated at approximately \$200,000.

It is important to note that the prepayment bond obligation is non-recourse to OCPA. OCPA is obligated only to pay for energy that is delivered under the contract. OCPA has no liability for bond repayment or any other debt obligations in the event of a default by the Prepay Supplier or the Intermediary Bank. Rating agencies do not treat prepayment structures as debt or fixed-cost obligations of the participating CCA.

ATTACHMENTS

- Attachment A - Resolution No. 2025-XX, Approving Orange County Power Authority Joining California Community Choice Financing Authority (CCCFA) as an Associate Member and to Approve the Entry into a Joint Powers Agreement Related Thereto and Delegating Authority to the Orange County Power Authority Authorized Representatives to Execute and Deliver Such Joint Powers Agreement
- Attachment B – CCCFA – Joint Powers Agreement
- Attachment C – CCCFA – Bylaws
- Attachment D – CCCFA – Summary of Policies and Procedures for the Issuance of Renewable Energy Prepayment Bonds

RESOLUTION NO. 2025-XX

RESOLUTION OF THE ORANGE COUNTY POWER AUTHORITY BOARD OF DIRECTORS TO APPROVE ORANGE COUNTY POWER AUTHORITY JOINING CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY (CCCFA) AS AN ASSOCIATE MEMBER AND TO APPROVE THE ENTRY INTO A JOINT POWERS AGREEMENT RELATED THERETO AND DELEGATING AUTHORITY TO THE ORANGE COUNTY POWER AUTHORITY AUTHORIZED REPRESENTATIVES TO EXECUTE AND DELIVER SUCH JOINT POWERS AGREEMENT

THE ORANGE COUNTY POWER AUTHORITY BOARD OF DIRECTORS DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:

WHEREAS, ORANGE COUNTY POWER AUTHORITY (“Orange County Power Authority” or “OCA”) was formed on November 20, 2020, under the provisions of the Joint Exercise Powers Act of the State of California, Government Code section 6500 et seq. (the “JPA Law”);

WHEREAS, Orange County Power Authority is duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California, is duly authorized to transact business, having obtained all necessary filings, governmental licenses and approvals in the State of California, and has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage;

WHEREAS, Orange County Power Authority is a community choice aggregator (as defined in Section 331.1 of the Public Utilities Code of the State of California (the “Public Utilities Code”), and is a public agency (as defined in the JPA Law) that has implemented a CCA program pursuant to Section 366.2 of the Public Utilities Code, and possesses the power to purchase and sell electric energy and enter into related contracts for such purposes;

WHEREAS, Orange County Power Authority, acting pursuant to the JPA Law, may enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them and, pursuant to Government Code Section 6588, to exercise certain additional powers;

WHEREAS, the California Community Choice Financing Authority (“CCCFA”) is a joint exercise of powers agency established under JPA Law and a Joint Powers Agreement (the “JPA Agreement”) among various California Community Choice Aggregators (“CCAs”) for the purpose of undertaking the financing and refinancing of energy prepayments that can be financed with tax advantaged bonds on behalf of one or more of its members by, among other things, issuing or incurring bonds and entering into related contracts;

WHEREAS, Orange County Power Authority is considering an energy prepayment transaction and using CCCFA as the issuer of bonds for the purpose of financing such transaction, and in connection therewith has determined that it is in the best interests of Orange County Power Authority to join CCCFA as an Associate Member (as defined in the JPA Agreement herein defined) and to execute and deliver the JPA Agreement in order to establish such membership;

WHEREAS, there has been submitted to this meeting (i) a copy of the JPA Agreement, and (ii) the by-laws of CCCFA as in effect on the date hereof (the “**By-Laws**”);

WHEREAS, CCCFA has established a new membership entry fee of \$50,000 for a new associate member’s portion of organization, planning, and other costs, in addition to each member’s equal share of general and administrative costs as determined by the CCCFA and a transaction fee of \$20,000 to cover the “Prepayment Project” costs as defined in Section 1.11 of the CCCFA JPA Agreement;

WHEREAS, under the JPA Law and the JPA Agreement, CCCFA is a public entity separate and apart from the parties to the JPA Agreement, and the debts, liabilities, and obligations of the CCCFA will not constitute debts, liabilities, or obligations of Orange County Power Authority.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED as follows:

Section 1. AUTHORIZED REPRESENTATIVES. The following named individuals are the authorized representatives of Orange County Power Authority with the respective titles specified below (collectively referred to as “**Authorized Representatives**” and individually referred to as an “**Authorized Representative**”):

NAMES	TITLES
Susan Sonne	Chair of the Board
Joseph M. Mosca	Chief Executive Officer
Tiffany Law	Chief Financial Officer
Nicholaus Norvell	General Counsel

Section 2. AUTHORIZATION TO JOIN CCCFA AS AN ASSOCIATE MEMBER.

The Board of Directors of Orange County Power Authority does hereby authorize and approve Orange County Power Authority joining CCCFA as an Associate Member, subject to approval by CCCFA by a majority vote of the Board of Directors of CCCFA as required by the JPA Agreement.

Section 3. JOINT POWERS AGREEMENT AND BY-LAWS. The JPA Agreement, attached hereto as Exhibit A, and the By-Laws of CCCFA, attached hereto as Exhibit B, are hereby approved.

Section 4. ACTIONS AUTHORIZED. Any one of the Authorized Representatives is authorized and approved to (a) execute and deliver the JPA Agreement as an Associate Member, (b) pay any and all fees and costs and execute and deliver such other documents and agreements as may be required of an Associate Member under the terms of the JPA Agreement or the By- Laws, and (c) do and perform such other acts and things as any Authorized Representative may in his or her discretion deem reasonably necessary or proper in order comply with the terms and intent of the JPA Agreement and to carry into effect the provisions of this Resolution.

IT IS HEREBY FURTHER DETERMINED AND ORDERED that the Authorized Representatives are duly elected, appointed, or employed by or for Orange County Power Authority, as the case may be. This Resolution now stands of record on the books of Orange County Power Authority, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

IT IS HEREBY FURTHER DETERMINED AND ORDERED that any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved.

IT IS HEREBY FURTHER DETERMINED AND ORDERED that this Resolution shall take effect upon its passage, shall be continuing and shall remain in full force and effect unless and until expressly revoked by further resolution of the Board of Directors.

ADOPTED AND APPROVED this 8th day of December 2025.

By:

Susan Sonne, Chair
OCA Board of Directors

ATTEST:

Lisette Chel Walker, Interim Board Secretary
OCA Board of Directors

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY JOINT POWERS AGREEMENT

This Joint Powers Agreement (this "Agreement") is made by and among those public agencies who are signatories to this Agreement, and those public agencies which may hereafter become signatories to this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to herein as the "Members" and those parties initially executing this Agreement are referred to as the "Founding Members"), creating a separate joint powers agency, which is named "California Community Choice Financing Authority" ("CCCFA").

WITNESSETH

WHEREAS, each Member is a "community choice aggregator," as that term is defined in Section 331.1 of the Public Utilities Code of the State of California (the "Public Utilities Code"), having duly adopted, established and implemented a community choice aggregation program pursuant to Section 366.2 of the Public Utilities Code, with the authority to group retail electricity customers to solicit bids, broker, and contract for electricity and energy services for those customers, and to enter into agreements for services to facilitate the sale and purchase of electricity and other related services, and to study, promote, develop, conduct, operate and manage energy-related programs; and

WHEREAS, each Member is a "public agency," as that term is defined in Section 6500 of the Government Code of the State of California (the "Government Code"); and

WHEREAS, Chapter 5 of Division 7 of Title 1 of the Government Code, being Section 6500 and following (the "Act"), authorizes a joint exercise by two or more public agencies of any power which is common to each of them and the creation of an entity that is separate from the parties to the joint exercise of powers agreement; and

WHEREAS, it is to the mutual benefit of the Members and in the public interest that an agency by the name of the California Community Choice Financing Authority be created, by which the Members jointly exercise for their common benefit and for the purposes specified herein certain powers that they have in common or are otherwise provided for by applicable law, including but not limited to (i) the acquisition and operation of power supplies, resource adequacy and renewable attributes, and (ii) the provision of other energy services or programs which may be of benefit to one or more Members; and

WHEREAS, the Act conveys upon joint exercise of powers authorities certain additional powers, including but not limited to the power to issue revenue bonds and incur other evidences of indebtedness for such purposes as are specified in the Act; and

WHEREAS, CCCFA's purpose is to assist Members by undertaking the financing or refinancing of energy prepayments that can be financed with tax advantaged bonds on behalf of one or more of the Members by, among other things, issuing or incurring Bonds (as such term is defined herein) and entering into related contracts with Members.

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do hereby agree as follows:

Article I. DEFINITIONS

In addition to the other terms defined herein, the following terms, whether in the singular or in the plural, when used herein and initially capitalized, shall have the meanings specified throughout this Agreement.

Section 1.01 “Act” means Chapter 5 of Division 7 of Title 1 of the Government Code (Section 6500 *et seq.*), as supplemented and amended from time to time, including without limitation the Marks-Roos Local Bond Pooling Act of 1985.

Section 1.02 “Agreement” means this Joint Powers Agreement, as it may be supplemented and amended from time to time in accordance with the terms hereof.

Section 1.03 “Associate Member” means any Public CCA Agency that is a signatory to this Agreement and that has met the requirements of Section 3.02 below to become an Associate Member. The term “Associate Member” shall, however, exclude any Associate Member which shall have withdrawn or been excluded from CCCFA pursuant to Section 3.04 below.

Section 1.04 “Board” means the Board of Directors of CCCFA as established by this Agreement.

Section 1.05 “Bonds” means bonds, notes, commercial paper, installment purchase, lease purchase and similar agreements and certificates of participation therein, and any other evidences of indebtedness.

Section 1.06 “CCCFA” means the California Community Choice Financing Authority, the Joint Powers Authority established by this Agreement.

Section 1.07 “Director” means each Director duly appointed and serving on the Board as provided in Article IV of this Agreement.

Section 1.08 “Founding Member” means each of the Public CCA Agencies initially executing this Agreement, and any Public CCA Agency that becomes a Founding Member pursuant to Section 3.01 below. The term “Founding Member” shall, however, exclude any Founding Member which shall have withdrawn or been excluded from CCCFA pursuant to Section 3.04 below. The initial Founding Members are Central Coast Community Energy, East Bay Community Energy, Marin Clean Energy, and Silicon Valley Clean Energy.

Section 1.09 “Government Code” means the Government Code of the State of California.

Section 1.10 “Member” means a Founding Member or an Associate Member.

Section 1.11 “Prepayment Project” means, in connection with the financing or refinancing of energy prepayments that can be financed with tax advantaged bonds and other obligations: (i) the purchase and sale of electric energy and associated capacity and environmental attributes, (ii) the design, acquisition, maintenance, or operation of any Public Capital Improvement (as defined in the Act) or other facility or improvement, or the leasing thereof, (iii) the provision of working capital, and (iv) any other project, program, public capital improvement or purpose authorized by the Act or other law to be undertaken, financed, or refinanced by CCCFA, subject to CCCFA’s approval of an application from one or more Members for support of such project, program, public capital improvement or authorized purpose and in connection with the financing or refinancing of energy prepayments that can be financed with tax advantaged bonds and other obligations.

Section 1.12 “Prepayment Project Contract” means a contract among any Members and CCCFA in connection with the undertaking, financing or refinancing of a Prepayment Project by such Members and CCCFA in accordance with the terms of this Agreement.

Section 1.13 “Public CCA Agency” means any community choice aggregator, as such term is defined in Section 331.1 of the Public Utilities Code, that is a public agency, as such term is defined in the Act, which has implemented a CCA program pursuant to Section 366.2 of the Public Utilities Code.

Section 1.14 “Public Utilities Code” means the Public Utilities Code of the State of California.

Article II. FORMATION OF AUTHORITY

Section 2.01 Creation of CCCFA. Pursuant to the Act, there is hereby created a public entity, to be known as the “California Community Choice Financing Authority,” which shall be a public entity separate and apart from its Members. The debts, liabilities and obligations of CCCFA shall not constitute debt, liabilities or obligations of any Member.

Section 2.02 Purpose. This Agreement is made, and CCCFA is being established, pursuant to the Act to provide for the joint exercise of powers common to the parties hereto to assist the Members in financing or refinancing energy prepayments that can be financed with tax advantaged bonds and other obligations on behalf of one or more of the Members, including by undertaking, financing or refinancing Prepayment Projects on behalf of one or more of the Members and/or CCCFA, all as further described in Section 2.03 hereof. CCCFA will fulfill the purposes of this Agreement by, among other things, undertaking the sale and issuance or incurrence of Bonds to finance or refinance Prepayment Projects on behalf of one or more of the Members and/or CCCFA in accordance with the Act. CCCFA is not being formed for the purposes of providing municipal services within the meaning of Section 6503.6 or Section 6503.8 of the Act.

Section 2.03 Powers. CCCFA, in its own name, shall have any and all power to undertake Prepayment Projects on behalf of one or more of the Members and/or CCCFA, and to finance or refinance such Prepayment Projects through the sale and issuance or incurring of Bonds for the purposes set forth in Section 2.02 hereof. CCCFA is empowered to exercise any and all common powers of the Members, and any other powers provided to it by any applicable laws, beneficial for the issuance or incurrence from time to time of such Bonds pursuant to Article VII hereof. Without limiting the generality of the foregoing, CCCFA, in its own name, shall have the power:

- (a) to acquire, purchase, finance, operate, maintain, utilize and/or dispose of one or more Prepayment Projects and any facilities, programs or other authorized costs relating thereto;
- (b) to make and enter contracts (including without limitation interest rate, commodity, basis and similar hedging contracts intended to hedge payment, rate, cost or similar exposure);
- (c) to employ agents and employees;
- (d) to acquire, manage, maintain or operate any building, works or improvements;
- (e) to acquire, hold, lease or dispose of property;
- (f) to incur debts (including without limitation through the issuance or incurrence of Bonds), liabilities or obligations (which shall not constitute debts, liabilities, or obligations of any of the Members);
- (g) to sue and be sued in its own name;
- (h) to receive gifts, contributions and donations of real or personal property, funds, services and other forms of assistance from any source;
- (i) to receive, collect, invest and disburse moneys;
- (j) to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;
- (k) to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer energy-related programs;
- (l) to defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions;

- (m) to exercise any other power and take any other action permitted by law to accomplish the purposes of this Agreement.

Such powers shall be exercised by CCCFA subject only to such restrictions upon the manner of exercising such power as are imposed upon Silicon Valley Clean Energy in the exercise of similar powers, as provided in Section 6509 of the Act, and, should Silicon Valley Clean Energy withdraw or be excluded from this Agreement pursuant to Section 3.04 hereof, the manner of exercising any power shall be subject only to the restrictions upon the manner of exercising such powers as are imposed upon Marin Clean Energy in the exercise of similar powers; *provided, however*, that nothing herein shall limit the powers of CCCFA under Article 4 of the Act.

Any Bonds issued or incurred by CCCFA shall not constitute general obligations of CCCFA, but shall be payable solely from the moneys pledged to the payment of principal of or interest on such Bonds under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which the Bonds are issued or incurred, as further described in Article VII hereof. Such Bonds shall not constitute debts, liabilities or obligations of the Members.

Any of the Prepayment Projects acquired, financed or refinanced by CCCFA shall be operated by a Member or CCCFA for and on behalf of CCCFA, either directly or pursuant to contract or agreement with a third party designated by the applicable Member or Members and approved by CCCFA. None of the Members or CCCFA shall have liability for the breach, negligence or willful misconduct of any such third party.

Article III. MEMBERSHIP

Section 3.01 Founding Members. A Public CCA Agency will be qualified to join as a Founding Member only if it possesses the power to purchase and sell electric energy and enter into related contracts for such purposes. Public CCA Agencies may be added as parties to this Agreement and become Founding Members, and existing Associate Members may be elevated to Founding Members, upon: (1) the filing by such Public CCA Agency with the Board of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such Public CCA Agency approving this Agreement and the execution and delivery hereof, and requesting to be added as a Founding Member of CCCFA; (2) the approval at a regular or special meeting of the Board by at least two-thirds (2/3) of the entire Board, and the adoption of a resolution of the Board approving the addition of such Public CCA Agency as a Founding Member; and (3) the deposit with, or the written agreement to pay to, CCCFA a share of organization, planning and other costs and charges as determined by the Board to be appropriate, if any. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing. Upon completion of the foregoing, the Public CCA Agency shall become a Founding Member for all purposes of this Agreement.

Section 3.02 Associate Members. A Public CCA Agency will be qualified to join as an Associate Member only if it possesses the power to purchase and sell electric energy and enter into related contracts for such purposes. Public CCA Agencies may be added as Associate Members of CCCFA upon: (1) the filing by such Public CCA Agency with the Board of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such Public CCA Agency approving this Agreement and the execution and delivery hereof, and requesting to be added as an Associate Member of CCCFA; (2) the approval at a regular or special meeting of the Board by a majority vote of the Directors in attendance, provided a quorum is established and maintained, and the adoption of a resolution of the Board approving the addition of such Public CCA Agency as an Associate Member; and (3) the deposit with, or the written agreement to pay to, CCCFA a share of organization, planning and other costs and charges as determined by the Board to be appropriate, if any. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing. Upon completion of the foregoing, the Public CCA Agency shall become an Associate Member for all purposes of this Agreement.

Section 3.03 Cost Allocations.

- (a) Unless otherwise determined by a two-thirds (2/3) vote of the entire Board, each Member shall pay an equal share of one Member one share for general and administrative costs as determined by the Board associated with all operations of CCCFA. General and administrative costs do not include any costs that relate solely to any specific Prepayment Project Contract.
- (b) The costs of each Prepayment Project shall be allocated solely to the Member or Members undertaking or participating in such Prepayment Project or on whose behalf CCCFA undertakes such Prepayment Project, which allocation shall be described in a Prepayment Project Contract relating to such Prepayment Project.

Section 3.04 Withdrawal or Exclusion of Member.

- (a) Any Member may withdraw from CCCFA upon the following conditions:
 - (i) The Member shall have filed with the Board Secretary a certified copy of a resolution of its governing body expressing its desire to so withdraw. If a Founding Member files a resolution to withdraw with the Board Secretary, that Founding Member no longer has any voting rights on the Board;
 - (ii) Members undertaking or participating in Prepayment Projects or on whose behalf CCCFA undertakes a Prepayment Project shall remain subject to the cost allocation, participation and withdrawal terms and conditions, as applicable, set forth in the applicable Prepayment Project Contract; and
 - (iii) Prior to the Board accepting the Member's filing of such resolution, any Member so terminating shall be obligated to pay its share of general and administrative costs then due. However, this obligation shall take into account any refunds due to the Member and shall not extend to debts, liabilities and obligations of CCCFA. The debts, liabilities and obligations of CCCFA shall not constitute debt, liabilities or obligations of any Member.
 - (iv) No such withdrawal shall, or shall be permitted if it would, result in (a) CCCFA having fewer than three Founding Members; or (b) the dissolution of CCCFA so long as any Bonds remain outstanding under any resolution, indenture, trust agreement or other instrument pursuant to which such Bonds are issued or incurred.
- (b) Upon compliance with the conditions specified in Section 3.04(a), the Board shall accept the withdrawing Member's resolution and the withdrawing Member shall no longer be considered a Member for any reason or purpose under this Agreement and its rights and obligations under this Agreement shall terminate. The withdrawal of a Member shall not affect any obligations of such Member under any Prepayment Project Contract or other program agreement.
- (c) Any Member which has (i) defaulted under this Agreement, a Prepayment Project Contract, or other program agreement, (ii) if such Member is a Founding Member, failed to appoint a Director to serve on the Board in accordance with Section 4.02 below, or (iii) failed to pay any required share of costs in accordance with Sections 3.01, 3.02, and 3.03 above, may have its rights under this Agreement terminated and may be excluded from participation in CCCFA by the vote (taken at a regular or special meeting of the Board) of at least two-thirds (2/3) of the entire Board (including the Director representing the defaulting Member, if such Member is a Founding Member). Prior to any vote to terminate participation of any Member, written

notice of the proposed termination and the reason(s) for such termination shall be delivered to the Member whose termination is proposed at least 60 days prior to the Board meeting at which such matter shall first be discussed as an agenda item. The written notice of the proposed termination shall specify the particular provisions of this Agreement or a Prepayment Project Contract or other program agreement which the Member has allegedly defaulted on, or whether the proposed termination is based on failure to appoint a Director (if such Member is a Founding Member) or pay any required share of costs. The Member subject to possible termination shall have the opportunity to cure the violation prior to the meeting at which termination will be considered. At the meeting where termination of the Member is considered, the Member shall be given the opportunity to respond to any reasons and allegations that may be cited as a basis for termination prior to a termination vote. Any excluded Member shall continue to be liable for its obligations under any Prepayment Project Contract or other program agreement and for any unpaid contribution, payment, or advance approved by the Board prior to such Member's exclusion. No such termination shall, or shall be permitted if it would, result in (a) CCCFA having fewer than three Founding Members; or (b) the dissolution of CCCFA so long as any Bonds remain outstanding under any resolution, indenture, trust agreement or other instrument pursuant to which such Bonds are issued or incurred.

- (d) The withdrawal or termination of a Member shall not affect the provisions or obligations set forth in Article VIII or Section 11.04 below.

Section 3.05 Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to CCCFA by any Member for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of such purpose. Any such advance shall be made subject to repayment, and shall be repaid in the manner agreed upon by such Member and CCCFA at the time of making such advance. It is mutually understood and agreed that no Member is under any obligation to make advances or contributions to CCCFA to provide for the costs and expenses of administration of CCCFA, even though any Member, in its sole discretion, may do so. Any Founding Member may allow the use of personnel, equipment or property in lieu of other contributions or advances to CCCFA.

Article IV. POWERS OF BOARD & MANAGEMENT OF CCCFA

Section 4.01 Board. CCCFA shall be administered by a Board which shall consist of one Director representing each Founding Member. Such Board shall be the governing body of this CCCFA, and, as such, shall be vested with the powers set forth in this Agreement, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein. The Board shall have the authority to provide for the general management and oversight of the affairs, property and business of CCCFA.

Section 4.02 Appointment and Vacancies. Each Director shall be the Chief Executive Officer, General Manager, Executive Director, or designee of the Chief Executive Officer, General Manager, or Executive Director, of each Founding Member and shall be appointed by and serve at the pleasure of the Founding Member that the Director represents, and may be removed as Director by such Founding Member at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed by the Founding Member to fill the position of the previous Director in accordance with the provisions of this Article IV within 60 days of the date that such position becomes vacant or the Founding Member shall be subject to the exclusion procedures in Section 3.04(c) above. Each Director may appoint an alternate to serve in their absence.

Section 4.03 Notices. The Board shall comply with the applicable provisions of Sections 6503.5, 6503.6 and 53051 of the Government Code requiring the filing of notices and a statement with the Secretary of State and the State Controller.

Section 4.04 Committees. The Board may create committees to provide advice to the Board or conduct the business of CCCFA subject to delegation of authority from the Board as permitted in the bylaws and any applicable laws.

Section 4.05 Director Compensation. Compensation for work performed by Directors, including alternates, on behalf of CCCFA shall be borne by the Founding Member that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.

Section 4.06 Board Officers. At its first meeting in every second calendar year, the Board shall elect or re-elect a Chair and a Vice-Chair, each of whom shall be selected from among the Directors and shall also appoint or re-appoint a Secretary, and a Treasurer/Controller, each of whom may, but need not, be selected from among the Directors.

- (a) **Chair and Vice-Chair.** The duties of the Chair shall be to preside over the Board meetings, sign all ordinances, resolutions, contracts and correspondence adopted or authorized by the Board, and to help ensure the Board's directives and resolutions are carried out. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair.
- (b) **Treasurer/Controller.** The Board shall appoint a qualified person to act as the Treasurer/Controller, who does not need to be a Director. Where a certified public accountant has been designated as Treasurer/Controller of CCCFA, the auditor of one of the Founding Members or of a county in which one of the Founding Members is located shall be designated as auditor of CCCFA. Subject to the provisions of any resolution, indenture, trust agreement or other instrument providing for a trustee or other fiscal agent in connection with any Bonds, and, except as may otherwise be specified by resolution of CCCFA, the Treasurer/Controller shall be the depository of CCCFA to have custody of all the money of CCCFA, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Government Code. The Treasurer/Controller is hereby designated as the public officer or person who has charge of, handles, or has access to any property of CCCFA, and such officer shall file an official bond in an amount determined from time to time by the Board as required by Section 6505.1 of the Government Code. The Treasurer/Controller shall cause an independent audit to be made by a certified public accountant, or public accountants, in compliance with Section 6505 of the Government Code. The Treasurer/Controller shall also create or caused to be created a report in writing on the first day of each fiscal quarter to CCCFA and each Founding Member, which report shall describe the amount of money held by the Treasurer/Controller, the amount of receipts since the last such report, and the amount paid out since the first such report.
- (c) **Secretary.** The Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of CCCFA, and responding to public records requests of the JPA.

Section 4.07 Management of CCCFA. The Board may appoint a part-time or full-time General Manager, and may appoint one or more part-time or full-time Assistant General Managers, to serve at the pleasure of the Board. If a General Manager has been appointed, the General Manager shall be responsible for the day-to-day operation and management of CCCFA. If no General Manager shall have been appointed, the Treasurer/Controller shall be responsible for the day-to-day operation and management of CCCFA. The General Manager, if any, and the Treasurer/Controller may each enter into and execute contracts in accordance with the policies established and direction provided by the Board, and shall file an official bond in the amount determined from time to time by the Board.

Section 4.08 Other Officers and Employees. The Board shall have the power to appoint such other officers, deputies, legal counsel (which may be the legal counsel to one or more of the Members) and staff as it may deem necessary who shall have such powers, duties and responsibilities as are determined by the Board, and to retain independent accountants, legal counsel, engineers and other consultants. The Founding Members may contract with CCCFA to provide staff to perform services for CCCFA, but such employees shall at all times, and for all purposes including benefits and compensation, remain employees of the Founding Member only.

Section 4.09 Budget. The budget shall be approved by the Board. The Board may revise the budget from time-to-time as may be reasonably necessary to address contingencies and expected expenses. All subsequent budgets of CCCFA shall be approved by the Board in accordance with rules as may be adopted by the Board from time to time. All expenditures must be made in accordance with the adopted budget.

Section 4.10 Fiscal Year. Unless changed by resolution of the Board, the fiscal year of CCCFA shall be the period from January 1 of each year to and including the following December 31.

Article V. MEETINGS OF THE BOARD

Section 5.01 Regular Meetings. The Board shall hold at least one regular meeting per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution of the Board. Regular meetings may be adjourned to another meeting time.

Section 5.02 Special Meetings. Special and emergency meetings of the Board may be called in accordance with the provisions of Government Code Sections 54956 and 54956.5, as amended.

Section 5.03 Brown Act Compliance. All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Section 54950 *et seq.*), and as augmented by rules of the Board not inconsistent therewith. Directors may participate in meetings telephonically or by other electronic means, with full voting rights, to the extent permitted by law.

Section 5.04 Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board, both regular and special, and shall cause a copy of the minutes to be forwarded promptly to each Director.

Section 5.05 Quorum. A quorum of the Board shall consist of a majority of the Directors, except that less than a quorum may adjourn from time to time in accordance with law.

Section 5.06 Voting. Each Founding Member shall have one vote, which may be cast on any matter before the Board by each Director or alternate. Except to the extent otherwise specified in this Agreement, or by law, a vote of the majority of the Directors in attendance shall be required and sufficient to constitute action, provided a quorum is established and maintained.

(a) Special Voting Requirements as specified in this Agreement:

- (i)** Action of the Board on the matters set forth in Section 3.01 related to addition of Founding Members shall require the affirmative vote of at least two-thirds (2/3) of the Entire Board.
- (ii)** Action of the Board on the matters set forth in Section 3.04(c) related to involuntary termination of a Member shall require the affirmative vote of at least two-thirds (2/3) of the entire Board.

- (iii) Action of the Board on the matters set forth in Section 9.01 related to termination of this Agreement shall require the affirmative vote of at least two-thirds (2/3) of the entire Board approved by resolution of each Founding Member's governing body.
- (iv) Action of the Board to amend any other provision of this Agreement shall be subject to the voting requirements set forth in Section 11.03 below.

Section 5.07 Rules and Regulations. CCCFA may adopt, from time to time, by resolution of the Board such bylaws, policies or rules and regulations for the conduct of its meetings and affairs as may be required.

Article VI. PREPAYMENT PROJECTS

Section 6.01 Prepayment Projects. The Board has the power, upon majority vote of the Directors in attendance, provided a quorum is established and maintained, to approve the application of any Member for the undertaking, financing, or refinancing of any Prepayment Projects within the purpose and power of CCCFA and to adopt guidelines for their implementation.

Section 6.02 Prepayment Project Contract. The costs and other expenses of each Prepayment Project, including without limitation applicable administrative costs of CCCFA with respect to the Prepayment Project, shall be allocated solely to the Member or Members undertaking or participating in such Prepayment Project or on whose behalf CCCFA undertakes such Prepayment Project, which allocation shall be described in a Prepayment Project Contract relating to such Prepayment Project, which will be separate and distinct from this Agreement.

Article VII. BONDS AND OTHER INDEBTEDNESS

In addition to the other powers conferred on CCCFA by this Agreement, CCCFA shall have the power to issue, incur, sell and deliver Bonds in accordance with the provisions of the Act and other applicable laws for the purpose of acquiring, undertaking, financing, or refinancing one or more Prepayment Projects. The terms and conditions of the issuance or incurrence of any such bonds or indebtedness shall be set forth in a resolution, indenture trust agreement, or other instrument pursuant to which the Bonds are issued or incurred, as required by law and as approved by the Board. CCCFA's debts, liabilities and obligations with respect to Bonds issued or incurred under this Agreement and contracts or obligations entered into to carry out the purposes for which Bonds are issued or incurred, shall not constitute a debt, liability or obligation of any of the Members.

Any Bonds issued or incurred by CCCFA shall not constitute general obligations of CCCFA, but shall be payable solely from the moneys pledged to the payment of principal of or interest on such Bonds under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which the Bonds are issued or incurred.

Article VIII. LIMITATION ON LIABILITY OF MEMBERS

Section 8.01 Pursuant to Section 6508.1 of the Government Code, no debt, liability or obligation of CCCFA shall be a debt, liability or obligation of any Member. Nothing contained in this Article VIII shall in any way diminish the liability of any Member with respect to any Prepayment Project Contract such Member enters into pursuant to this Agreement.

Section 8.02 Notwithstanding anything to the contrary in this Agreement or otherwise, CCCFA shall not have the power to and shall not enter into any retirement contract with any public retirement system (as defined in Section 6508.1 of the Government Code) for any reason. The provision in this paragraph is intended to

benefit Members and to be a confirming, irrevocable obligation of CCCFA which may be enforced by Members individually or collectively.

Article IX. TERM; TERMINATION; LIQUIDATION; DISTRIBUTION

Section 9.01 Term and Termination. This Agreement shall become effective when at least three Founding Members execute this Agreement. This Agreement shall continue in full force and effect until terminated as provided in this Article; *provided, however*, this Agreement cannot be terminated while either (a) any Bonds of CCCFA remain outstanding under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which such Bonds are issued or incurred, or (b) CCCFA is the owner, lessor or lessee of any real or personal property financed from the proceeds of any Bonds. This Agreement may be terminated by a two-thirds (2/3) vote of the entire Board that is approved by resolution of each Founding Member's governing body; *provided, however*, that this Agreement and CCCFA shall continue to exist after termination for the purpose of disposing of all claims, distribution of assets and all other functions necessary to conclude the obligations and affairs of CCCFA. In any event, CCCFA shall cause all records regarding its formation, existence, the Prepayment Projects, any Bonds issued or incurred by it and proceedings pertaining to its termination to be retained for at least six years (or as otherwise required by law) following termination of CCCFA or final payment of any Bonds issued or incurred by CCCFA, whichever is later.

Section 9.02 Liquidation; Distribution. Upon termination of this Agreement, the Board shall liquidate the business and assets and the property of CCCFA as expeditiously as possible, and distribute any net proceeds, after the conclusions of all debts and obligations of CCCFA, to any Members in proportion to the contributions made or in such manner as otherwise provided by law. The Board is vested with all powers of CCCFA for the purpose of concluding and dissolving the business affairs of CCCFA. Notwithstanding the foregoing, no dissolution of CCCFA shall be permitted while either (a) any Bonds of CCCFA remain outstanding, or (b) CCCFA is the owner, lessor or lessee of any real or personal property financed from the proceeds of any Bonds.

ARTICLE X. ACCOUNTS AND REPORTS

Section 10.01 Establishment and Administration of Funds. CCCFA is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with every provision of law relating to the establishment and administration of funds, including without limitation Section 6505 of the Government Code. CCCFA shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution, indenture or other instrument of CCCFA securing its bonds or other indebtedness, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed pursuant to such resolution, indenture or other instrument. The books and records of CCCFA shall be open to inspection at all reasonable times to each Member and its representatives.

Section 10.02 Annual Audits and Audit Reports. The Treasurer/Controller shall cause an annual independent audit of the accounts and records of CCCFA to be made by a certified public accountant or public accountant in accordance with all applicable laws. If permitted by applicable law and authorized by the Board, the audit(s) may be conducted at the longer interval authorized by applicable law. A report of the financial audit will be filed as a public record with each Member not later than 270 days after the close of the fiscal year or fiscal years under examination. CCCFA will pay the cost of the financial audit and charge the cost against the Members in the same manner as other administrative costs.

ARTICLE XI. GENERAL PROVISIONS

Section 11.01 Conflict of Interest Policy. CCCFA, unless otherwise exempt, shall adopt a conflict of interest policy as required under applicable laws of the State of California. Counsel to CCCFA for financing

matters, including bond counsel, shall not be considered a consultant or other designated position for purposes of the conflict of interest policy.

Section 11.02 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither a Member nor CCCFA may assign any right or obligation under this Agreement without the consent of all other Members.

Section 11.03 Amendments. Subject to any requirements of law, a two-thirds (2/3) vote of the entire Board will be required to amend Articles II, III, VIII, and IX of this Agreement, and an amendment of Section 8.02 and Section 11.03 of this Agreement shall require an affirmative vote of the entire Board. Once an amendment of Articles II, III, VIII, or IX is adopted by the Board, the amendment must be approved by two-thirds of the Founding Members pursuant to each Founding Member's applicable approval process, and an amendment of Section 8.02 and Section 11.03 of this Agreement shall require an affirmative vote of all Founding Members pursuant to each Founding Member's applicable approval process. All other provisions of this Agreement may be amended at any time or from time to time by an amendment approved by at least two-thirds (2/3) vote of the entire Board. Written notice shall be provided to all Members of proposed amendments to this Agreement, including the effective date of such amendments, at least thirty (30) days prior to the date upon which the Board votes on such amendments. Each Member hereby agrees to take any actions necessary on its part to approve any amendment adopted pursuant to this Section 11.03, and if any Member fails to perform any such actions, such Member shall be deemed to have submitted a resolution of withdrawal pursuant to the provisions of Section 3.04 hereof.

Notwithstanding the foregoing, this Agreement shall not terminate while any Bonds of CCCFA remain outstanding under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which such Bonds are issued or incurred.

Section 11.04 Indemnification and Insurance. To the fullest extent permitted by law, CCCFA shall defend, indemnify, and hold harmless the Members and each Director, alternate, officer, employee and agent from any and all claims losses damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of CCCFA under this Agreement to the extent not otherwise provided under a Prepayment Project Contract. CCCFA shall acquire such insurance coverage as the Board deems is necessary and appropriate to protect the interests of CCCFA and the Members.

Section 11.05 Waiver of Personal Liability. No member, director, commissioner, officer, agent or employee of CCCFA or the Members, respectively, past, present or future, shall be individually or personally liable for the observance or performance of any terms, conditions or provisions hereof or for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of CCCFA or the actions undertaken pursuant to this Agreement; provided, however, that nothing herein shall relieve any such person from the performance of any official duty provided hereby or by applicable provision of law.

Section 11.06 Limitation of Rights. All of the covenants, agreements, terms and conditions in this Agreement to be observed or performed by or on behalf of CCCFA or the Members shall be for the sole and exclusive benefit of CCCFA and the Members, whether so expressed or not, and nothing contained herein, express or implied, is intended to or shall give any other person other than CCCFA and the Members any legal or equitable right, remedy or claim hereunder.

Section 11.07 Notices. The Board shall designate its principal office as the location at which it will receive notices, correspondence, and other communications, and shall designate one of its Directors or staff as an officer for the purpose of receiving service of process on behalf of CCCFA. Any notice given pursuant to this Agreement shall be in writing and shall be dated and signed by the Member giving such notice. Notice to each Member under this Agreement is sufficient if mailed to the Member, and separately to the Director appointed by such Founding Member, to their respective addresses on file with CCCFA.

Section 11.08 Severability. Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the remaining portions, terms, conditions, and provisions shall not be affected thereby.

Section 11.09 Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which they refer.

Section 11.10 Choice of Law. This Agreement will be governed and construed in accordance with the laws of the State of California.

Section 11.11 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument.

Section 11.12 Dispute Resolution. The Members shall make reasonable efforts to informally settle all disputes arising out of, or in connection with, this Agreement. Should such informal efforts to settle a dispute fail, the dispute shall be mediated in accordance with policies and procedures established by the Board. In the event such mediation fails to settle a dispute, the parties may pursue any remedies provided by law.

[Signature Page Follows]

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

DocuSigned by:
By: Dawn Weisz
A59878416EBG4F8...
Name: Dawn Weisz
Title: CEO
CCA Name: MCE
Date: June 25, 2021

DocuSigned by:
By: Girish Balachandran
5CA6489AC4C24C3...
Name: Girish Balachandran
Title: CEO
CCA Name: Silicon Valley Clean Energy
Date: June 25, 2021

DocuSigned by:
By: Nick Chaset
9DF6BA3222CE44F...
Name: Nick Chaset
Title: CEO
CCA Name: East Bay Community Energy
Date: June 25, 2021

DocuSigned by:
By: Tom Habashi
B9C25377448B497...
Name: Tom Habashi
Title: CEO
CCA Name: central coast community energy
Date: June 25, 2021

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

E-SIGNED by Donald Eckert

on 2022-09-02 12:27:33 PDT

By: _____

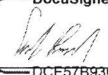
Name: Donald Eckert

Title: Executive Director

CCA Name: Pioneer Community Energy

Date: September 02, 2022

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

DocuSigned by:
By: 
DCE57B93CTDA48A...
Name: Ted Bardacke
Title: Chief Executive Officer
CCA Name: Clean Power Alliance of Southern California
Date: 9/6/2022

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: Lori Mitchell

Name: *Lori Mitchell*
Lori Mitchell (Jun 17, 2024 10:54 PDT)

Title: Director Community Energy

CCA Name: San Jose Clean Energy

Date: 06/17/2024

**BYLAWS OF THE
CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY**

Adopted June 25, 2021

BYLAWS OF THE CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

ARTICLE I - THE AUTHORITY

Section 1.1 Name. The official name of the Authority shall be the “California Community Choice Financing Authority.”

Section 1.2 Board Members. The Authority shall be administered by a board of directors (the “Board”) whose members (the “Directors”) shall be as set forth in Article IV of the Joint Powers Agreement, dated June 25, 2021 (the “Agreement”). Directors shall, to the extent required by law, comply with the requirements of the California Political Reform Act, as amended from time to time, the provisions of the Joint Exercise of Powers Act, as amended from time to time, and any other requirements applicable to members of the governing body of a joint powers authority.

Section 1.3 Office and Place of Meetings. The business office of the Authority shall be at 1125 Tamalpais Avenue, San Rafael, California 94901 or at such other place as may be designated by resolution by the Board. Regular meetings shall be held at 1125 Tamalpais Avenue, San Rafael, California 94901 or at such other place as the Board may designate.

ARTICLE II - OFFICERS

Section 2.1 Officers. The Officers of the Authority shall be the Chair, Vice Chair, Treasurer/Controller, and Secretary. The Officers of the Authority may also include a General Manager.

Section 2.2 Chair and Vice Chair. The Chair and Vice Chair of the Authority shall be elected by the Board. The term of office for the respective officers shall be from the date of his or her election as Chair or Vice Chair through the date of the first regular meeting of the Authority in the second succeeding calendar year following such election: provided, that each person shall serve until a successor has been duly elected. The Chair shall preside at all meetings of the Authority. If the Chair is absent, then the Vice Chair shall act in the Chair’s place.

Section 2.3 General Manager. A General Manager may be appointed by the Board and may, but need not, be a Director. The General Manager shall submit such information and recommendations to the Board as he or she may consider proper concerning the business, policies and affairs of the Authority. Except as otherwise specified by resolution of the Board, the General Manager or the General Manager's designee shall have the power to sign all contracts, deeds and other instruments executed by the Authority, shall have the power to direct employees, borrowed or seconded staff and consultants in implementing policy set by the Board, and shall have the power to perform all duties incident to the office or delegated by the Board. The General Manager may designate one or more officers of the Authority or employees of the Authority to act as his or her designee in exercising the power and performing the duties of the General Manager.

Section 2.4 Secretary. The Secretary shall be appointed by the Board, and such Secretary may, but need not, be a Director. The Secretary shall keep the records of the Authority, shall act as Secretary of the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office.

Section 2.5 Treasurer/Controller. The Treasurer/Controller shall be appointed by the Board, and may, but need not, be a Director. The Treasurer/Controller shall perform the duties set forth in the Agreement. The Treasurer/Controller may submit such information and recommendations to the Board as he or she may consider proper concerning the business, policies and affairs of the Authority. The Treasurer/Controller shall be responsible for preparation and submission of any reports required to be provided to holders of the Authority's Bonds (as such term is defined in Section 1.05 of the Agreement) pursuant to any continuing disclosure undertakings entered into by the Authority. Except as otherwise specified by resolution of the Board, the Treasurer/Controller or the Treasurer/Controller's designee shall have the power to sign all contracts, deeds and other instruments executed by the Authority, shall have the power to direct employees, borrowed or seconded staff and consultants in implementing policy set by the Board,

and shall have the power to perform all duties incident to the office or delegated by the Board. The Treasurer/Controller may designate one or more officers of the Authority or employees of the Authority to act as his or her designee in exercising the power and performing the duties of the Treasurer/Controller.

Section 2.6 Election of Officers. Election of officers shall be the first order of business at the first regular meeting of the Authority held in every second calendar year; provided, that failure to elect any or all officers at such meeting shall not affect the title to office of any officer duly elected and then holding office as of such meeting.

Section 2.7 Authority to Bind Authority. No Director, officer, agent or employee of the Authority, without prior specific or general authority by a vote of the Board, shall have any power or authority to bind the Authority by any contract, to pledge its credit, or to render it liable for any purpose in any amount.

ARTICLE III - MEETINGS

Section 3.1 Regular Meetings. The Board shall hold at least one regular meeting each year, and, by resolution, may provide for the holding of regular meetings at more frequent intervals in accordance with the provisions of Section 54956 of the Government Code of the State of California. Regular meetings shall be held as set forth in Section 1.3, on dates and at times as fixed by resolution of the Authority and at such places as are determined by the Board. If at any time any regular meeting falls on a legal holiday, such regular meeting shall be held on the next business day at the same time.

All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part I of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950-54961)), as supplemented and amended, or any successor legislation hereafter enacted, and other applicable law.

The Secretary of the Authority shall cause minutes of all meetings of the Board, both special and regular, to be kept and shall cause a copy of the minutes to be forwarded promptly to each Director.

Section 3.2 Special Meetings. A special meeting may be called in accordance with the provisions of Sections 54956 and 54956.5 of the Government Code of the State of California, as amended.

Section 3.3 Closed Sessions. Nothing contained in these Bylaws shall be construed to prevent the Board from holding closed sessions during a regular or special meeting concerning any matter permitted by law to be considered in a closed session.

Section 3.4 Public Hearings. All public hearings held by the Board shall be held during regular or special meetings of the Board.

Section 3.5 Adjourning Meetings and Continuing Public Hearings to Other Times or Places. Any public hearing being held, or any hearing noticed or ordered to be held at any meeting, may by order or notice of continuance be continued or re-continued to any subsequent meeting in the same manner and to the same extent set forth herein for the adjournment of the meetings: provided, that if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing a copy of the order or notice of continuance shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

Section 3.6 Meetings to be Open and Public. All meetings of Directors to take action or to deliberate concerning Authority business and its conduct shall be open and public and all persons shall be permitted to attend any such meetings, except as otherwise provided or permitted by law, including as permitted by Section 3.3 of these Bylaws.

Section 3.7 Quorum, Voting Requirements, and Manner of Action. A quorum of the Board, the minimum voting thresholds for actions of the Board, and the manner in which the Board may act shall be as set forth in Article V of the Agreement.

Section 3.8 Parliamentary Procedure. The rules of parliamentary procedure set forth in Robert's Rules of Order shall govern all meetings of the Authority, except as otherwise herein provided.

ARTICLE IV - MISCELLANEOUS

Section 4.1 Statements of Economic Interest. Each Director shall comply with the Authority's Conflict of Interest Code, fully respond to all requests from Authority staff in regard to conflict of interest issues that may arise and timely submit all applicable forms, including Statements of Economic Interest (Form 700), Assuming, Annual, and Leaving Office Statements with the Secretary. The Secretary shall make and retain copies of these forms in compliance with applicable law and the Authority's Conflict of Interest Code.

Section 4.2 No Reimbursement for Travel Expenses. Directors, officers, and employees shall not be reimbursed by the Authority for any travel expenses incurred by those persons in attending events, meetings, and conferences on behalf of the Authority. Non-reimbursable travel expenses shall include all charges for meals, lodging, airfare, and costs of travel by automobile.

Notwithstanding the foregoing, the Board may vote to permit reimbursement of any such reasonable and necessary travel expenses incurred for Directors, officers, or employees to attend non-Authority events, meetings, and conferences, only if that person's sole purpose is to attend on behalf of the Authority. "Reasonable and necessary" travel expenses, with respect to any Director, shall be only those expenses which the Director would not have incurred in performing the normal business of the Founding Member (as defined in Section 1.08 of the Agreement) that appointed such Director. The Treasurer/Controller, upon approval of the Board, shall be authorized to pay all such expenses deemed reasonable and necessary so long as sufficient funds have been budgeted therefor.

Section 4.3 Bonds and Other Indebtedness. The Authority may issue or incur Bonds (as such term is defined in Section 1.05 of the Agreement) in accordance with Article VII of the Agreement, and such Bonds shall not constitute general obligations of the Authority or a debt, liability or obligation of any of the Members (as such term is defined in Section 1.10 of the Agreement), but shall be payable solely from the moneys pledged to the payment of principal of or interest on such Bonds under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which the Bonds are issued or incurred.

ARTICLE V - AMENDMENTS

Section 5.1 Amendments to Bylaws. These Bylaws may be amended by the Authority at any regular or special meeting by majority vote of the Board, provided, that the proposed amendment to any particular section is included in the notice of such meeting.



**SUMMARY OF POLICIES AND PROCEDURES FOR
THE ISSUANCE OF RENEWABLE ENERGY
PREPAYMENT BONDS**

**CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY
SUMMARY OF POLICIES AND PROCEDURES FOR THE ISSUANCE OF
RENEWABLE ENERGY PREPAYMENT BONDS**

I. Introduction

- A. General Information. California Community Choice Financing Authority (CCCFA) was established to act as a conduit issuer of revenue bonds (Prepayment Bonds) for California community choice aggregators (CCAs) for the financing of prepayments for long-term renewable energy supplies. CCCFA is a joint powers agency organized and existing under the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended and supplemented), and has the power and authority to issue Prepayment Bonds and to sell the electricity acquired with the proceeds of the Prepayment Bonds to the participating CCA, and to undertake certain related transactions. CCCFA's sole members are CCAs, and membership in CCCFA is required for CCCFA to act as a conduit issuer for a CCA, as further described herein.
- B. Purpose of the Policies and Procedures. This summary of policies and procedures have been developed by CCCFA staff to provide a general guide to the process and procedures involved with the issuance of Prepayment Bonds by CCCFA and to provide links to forms of certain key documents or document provisions. This summary is for informational purposes only and does not supersede any CCCFA Board-approved policy or procedure.
- C. Information regarding meetings. Certain CCCFA Board approvals are necessary for the addition of a new CCA member and to approve documents and transaction parameters for the issuance of Prepayment Bonds by CCCFA. More than one meeting may be required, depending on related CCA approvals and status of documents to be approved by CCCFA. Set forth below is general information relating the CCCFA Board's meeting schedule and attendance.
1. CCCFA regular Board meetings are held the fourth Thursday of each month from January through October, and the first Thursday of December at 1:00 p.m. Agenda items must be approved by the Treasurer/ Controller's working group, which meets on the second Monday of each month. All approved agenda materials are due to the Clerk the Friday before the regular Board meeting.

2. CCCFA Board meetings are generally accessible in person at noticed locations and remotely via teleconferencing as provided in CCCFA's regular meeting agenda.

- D. Joint Powers Agreement. Each CCA that joins CCCFA is required to become a party to CCCFA's Joint Powers Agreement.

The Joint Powers Agreement may be accessed here: CCCFA.org/key-documents.

II. Membership in CCCFA

- A. Associate Membership Required for the Issuance of Prepayment Bonds. CCCFA requires that a CCA join CCCFA as an Associate Member for CCCFA to issue Prepayment Bonds for the CCA. To join CCCFA, the CCA's Board of Directors must approve such membership by resolution and the execution and delivery of the CCCFA Joint Powers Agreement, pay an initial membership fee of \$50,000, and agree to pay the CCA's equal share of annual costs to CCCFA to cover certain general and administrative expenses of CCCFA not otherwise covered by other fees.

A link to a form of resolution providing for the foregoing is available here: [Appendix A](#).

- B. Approval by CCCFA. Following adoption of an approving resolution by the CCA's Board of Directors, a PDF copy of the signed approving resolution should be emailed to CCCFA at:

info@cccfa.org with a copy to David J. Ruderman, General Counsel of CCCFA, at druderman@chwlaw.us

Following receipt, CCCFA will include on the agenda for the next available CCCFA Board meeting the approval of the CCA's membership and the execution of the applicable amendment of the CCCFA Joint Powers Agreement. CCCFA's meeting schedule and deadline for submission of agenda items is provided in paragraph C of Part I of these Policies and Procedures.

- C. Membership Criteria. CCCFA's Board of Directors approved membership criteria on July 25, 2024.

These criteria can be found here: [Appendix B](#).

III. Selection and Engagement of Professionals

- A. Municipal Financial Advisor. Typically, the initial step to be taken by a CCA interesting in pursuing a renewable energy prepayment transaction is the engagement of a financial advisor registered with the Municipal Securities Rulemaking Board and experienced in advising CCAs in connection with such transactions. The CCA determines the process by which its financial advisor is selected, subject to the CCCFA's Prepay Transaction Criteria discussed in Part V.B below.
- B. CCA Counsel; Disclosure Counsel. The CCA selects its legal counsel based on its own criteria and process. Such counsel typically also serves as disclosure counsel to the CCA, responsible for preparing information for investors regarding the CCA and its operations.
- C. Bond Counsel. The role of Bond Counsel is unique to municipal finance. Bond Counsel prepares certain documents, including the Trust Indenture that governs the terms of the Prepayment Bonds, the cash flows, and the security for the payment of the Prepayment Bonds. Bond Counsel also coordinates the delivery of executed transaction documents, certificates and opinions and the closing of the transaction. At closing, Bond Counsel delivers an opinion that the investors rely on that the Prepayment Bonds are validly issued and secured. Bond Counsel is engaged by CCCFA at the request of the CCA, subject to the CCCFA's Prepay Transaction Criteria discussed in Part V.B below.
- D. Tax Counsel. Typically, Bond Counsel also serves as Tax Counsel, providing an opinion (typically included in the Bond Counsel opinion) that the interest on the Prepayment Bonds is tax-exempt. As with Bond Counsel, Tax Counsel is engaged by CCCFA at the request of the CCA, subject to the CCCFA's Prepay Transaction Criteria discussed in Part V.B below.
- E. Other Counsel. Other transaction parties described below select their own counsel.

IV. Selection and Engagement of Transaction Parties

- A. Prepaid Supplier. The CCA selects the Prepaid Energy Supplier using its own process and with the advice of its financial advisor. The Prepaid Energy Supplier receives most of the bond proceeds, who in turn delivers energy to CCCFA during the prepayment period and pays for any energy not delivered or taken. The Prepaid Energy Supplier needs to be an investment grade company and is also responsible for any termination payment which retires the bonds if the transaction is terminated for any reason.
- B. Underwriter. The underwriter of the Prepayment Bonds is a financial institution registered as a municipal securities dealer under applicable federal securities laws and is often an affiliate of the Prepaid Energy Supplier. The underwriter is selected by the CCA, subject to the CCCFA's Prepay Transaction Criteria for new issuances discussed in Part V.B below.
- C. Swap Counterparties. To the extent the transaction includes a commodity swap and/or interest rate swap, the CCA selects the counterparty or counterparties with the advice of its financial advisor. Note that the Prepaid Energy Supplier or a related party cannot serve as commodity swap counterparty under applicable Federal income tax rules.
- D. Trustee. The Trustee is a bank with trust powers that serves as the trustee for the Prepayment Bonds and holds and administers funds under the Trust Indenture. The Trustee is selected by the CCA with CCCFA approval.
- E. Custodian. Cash flows associated with the assignment of power purchase agreements to the transaction and payments and receipts under the commodity swaps, if applicable, are administered by a Custodian. Like the Trustee, the Custodian is a bank with trust powers selected by the CCA with CCCFA approval. The Trustee may also serve as Custodian.

V. Approval, Sale and Issuance of Prepayment Bonds by CCCFA

- A. Approval by CCA of Documents and Transaction Parameters. Once the CCA has joined CCCFA, the documents to which the CCA is a party have been negotiated and are in substantially final form, and the disclosure regarding the CCA and its operations to be included in the offering documents for the Prepayment Bonds is in substantially final form, the CCA Board of Directors will adopt a resolution approving the transaction subject to certain parameters and authorizing the execution and delivery of such documents by the officers of the CCA named in the resolution.
1. The documents to which the CCA is a party generally consist of an energy supply agreement between the CCA and CCCFA relating to the delivery of the prepaid energy at a discounted price, a form of limited assignment agreement relating to the assignment of energy deliveries under certain power purchase agreements of the CCA, a custodial agreement related to the cash flows from the assigned power purchase agreements, and an Operational Services Agreement with CCCFA , as further described in Part IV below.
 2. The CCA resolution must be adopted before or concurrently with the adoption of the Bond Resolution by CCCFA, discussed below.
 3. The transaction parameters contained in the CCA resolution generally include the maximum notional value of the prepaid energy, minimum discount levels for the purchase of such energy by the CCA, and limits on transactions costs to be paid from proceeds of the Prepayment Bonds, all as determined with the advice of the CCA's financial advisor.
- B. Adoption of Bond Resolution by CCCFA. Once the CCA has adopted its approving resolution, the transaction documents to which CCCFA is a party have negotiated and are in substantially final form, and the Preliminary Official Statement related to the offering of the Prepayment Bonds to investors is in substantially final form, CCCFA will, at a regular Board meeting, adopt a Bond Resolution approving the transaction, the issuance of the Prepayment Bonds (subject to the parameters described above) and the execution and delivery of such documents by the officers of CCCFA named in the Bond Resolution, and approving and authorizing the use and distribution of the Preliminary Official Statement.

CCCFA has adopted criteria CCAs must follow for approval of any prepayment

transaction, with additional criteria that apply to a CCA's first issuance. These criteria cover requirements related to the experience and accreditation of the municipal financial advisor, tax, bond and disclosure counsel, and the underwriter. In addition, the CCA must prepare a staff report and a redline of changes to the prepayment documents from CCCFA templates. CCCFA also currently charges a fee of \$20,000 per prepayment transaction, which fee is paid upon closing.

CCCFA's adopted [Prepay Transaction Criteria can be found here.](#)

- C. Pricing of the Prepayment Bonds. Pricing refers to the sale of the Prepayment Bonds to investors and the determination of the price and yield on the Prepayment Bonds pursuant to such sale. The underwriter will review pricing information with the CCA and its financial advisor, and with approval of the CCA, the underwriter and CCCFA will enter into a Bond Purchase Agreement providing for sale and delivery of the Prepayment Bonds to the underwriter for delivery to the investors, subject to certain conditions to closing described below.
- D. Opinions and Closing Certificates. The Bond Purchase Agreement will require the delivery of certain closing certificates and opinions by the parties to the transaction as a condition to the purchase of the Prepayment Bonds by the underwriter.
 - 1. Opinion to be delivered by CCA Counsel. Counsel to the CCA will deliver an opinion relating to the authorization, execution and delivery of the documents to which CCA is a party and certain other matters.
 - 2. CCA General Counsel Opinion. General counsel to the CCA is expected to deliver an opinion to the effect that there is no pending litigation relating to the CCA that would restrict or impair its ability to execute, deliver and perform its obligations under the transaction documents to which it is a party.
 - 3. Closing and Incumbency Certificates to be provided by CCA. The CCA will be required to deliver a closing certificate relating to the transaction documents and approvals, no conflicts with other documents, no litigation affecting the transaction or the documents to which the CCA is a party, and certain related matters, as well as an incumbency certificate relating to the incumbency and authority of the officers of the CCA executing the

documents to which the CCA is a party and providing specimen signatures of such officers.

4. Tax Certificate to be provided by CCA. The CCA will also be required to deliver a certificate as to certain federal income tax matters relating primarily to the use of the prepaid energy to be purchased by the CCA pursuant to the transaction. Tax Counsel will rely on the certificate of the CCA in connection with the delivery of its opinion as to the tax-exemption of the interest on the Prepayment Bonds.

VI. Project Administration

- A. Operational Services Agreement. To provide for the the CCA's control of certain matters under the prepaid energy agreement and other documents to which CCCFA is a party but the CCA is not, CCCFA and the CCA will enter into an Operational Services Agreement providing for CCCFA to take direction from the CCA with respect to such matters.
- B. Operating Expenses. Under the Operational Services Agreement, the CCA will agree to pay to CCCFA amounts necessary to pay operating expenses of the prepayment transaction, if any, in excess of the amounts budgeted and payable from transaction revenues under the Trust Indenture, as further described below.

VII. Continuing Disclosure

- A. Obligation to Provide Annual Financial and Operating Information and Notice of Certain Material Events. In connection with the issuance of the Prepayment Bonds, CCCFA is required under federal securities law to enter into an agreement to provide to a central repository operated by the Municipal Securities Rulemaking Board (referred to as Electronic Municipal Market Access, or EMMA) certain annual financial and operating information as well as notice of certain material events relating to the Prepayment Bonds.
- B. CCA Obligations. In addition to the description of the CCA and its operations, the most recent annual audited financial statements of the CCA are included in the Preliminary Official Statement and final Official Statement for the Prepayment Bonds. The continuing disclosure undertaking of CCCFA described above will include the requirement to file certain updated operating information of the CCA

and the most recent audited financial statements of the CCA in its annual filings with EMMA.

CCCFA facilitates regular trainings regarding its and the CCAs' continuing disclosure obligations regarding Prepayment Bonds. Responsible CCA staff members are expected to attend such trainings and stay up-to-date with obligations imposed by the federal securities laws.

- C. Disclosure Agent. In connection with the issuance of the Prepayment Bonds, CCCFA will engage a disclosure agent to collect and file the required annual information and notices of material events with EMMA, and the fees and expenses of the disclosure agent will be payable as an operating expense of the transaction, described below.

VIII. Credit Ratings and Green Bond Designation

- A. Credit Ratings. The Prepayment Bonds will be rated by one or more credit rating agencies selected by the CCA with the advice of its financial advisor and the underwriter of the Prepayment Bonds. The rating on the Bonds will be a structured rating based on the credit of the Prepaid Energy Supplier (or its guarantor), not the credit of the CCA or CCCFA. Initial fees of the credit rating agency or agencies are payable by the CCA and reimbursed from proceeds of the Prepayment Bonds at closing. On-going rating maintenance fees are payable from revenues of the transaction as an operating expense, as further described below.
- B. Green Bond Designation. Generally the CCA will elect to have the Prepayment Bonds designated as "green bonds" (or similar designation) by a third party selected by the CCA with the advice of its financial advisor. Initial fees of such party are payable by the CCA and reimbursed from proceeds of the Prepayment Bonds at closing. Any on-going fees of such party are payable from revenues of the transaction as an operating expense.

IX. Costs and Expenses

- A. Costs of Issuance. Certain costs and expenses (such as underwriter's discount, fees and expenses of counsel to the CCA, CCCFA and certain other parties, initial fees and expenses of the Trustee and Custodian) are permitted to be paid from proceeds of the Prepayment Bonds as costs of issuance.

- B. Operating Expenses. On-going transaction costs and expenses, such as annual fees of the Trustee and Custodian, rating agencies, etc. are budgeted and paid from revenues as operating expenses of the transaction under the Trust Indenture. Any such operating expenses in excess of those budgeted are payable by the CCA under the terms of the Operational Services Agreement, as described in Part VI above.

- C. Other Expenses. Other costs and expenses of CCCFA not related to a particular transaction are payable from the annual membership dues payable by each CCA member to CCCFA.

[MODEL ASSOCIATE MEMBER RESOLUTION]

**RESOLUTION OF THE [GOVERNING BODY] OF [AGENCY] TO
APPROVE AND AUTHORIZE THE EXECUTION OF A JOINT POWERS
AGREEMENT PROVIDING [AGENCY] ASSOCIATE MEMBERSHIP TO
THE CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY TO
ISSUE MUNICIPAL BONDS FOR ENERGY PREPAY TRANSACTIONS**

WHEREAS, the pursuit of an energy prepayment on a tax advantaged basis enables a meaningful power procurement cost savings opportunity in which [AGENCY] can utilize its tax-exempt status to access the municipal bond market to prepay existing energy supply contracts at a discounted rate;

WHEREAS, long-term power prepay transactions utilize the municipal bond market and therefore [AGENCY] requires a bond issuing entity to participate;

WHEREAS, the California Community Choice Financing Authority (“CCCFA”) is a joint exercise of powers agency established under California Government Code section 6500 et seq. (the “JPA Law”) and a Joint Powers Agreement (the “CCCFA Joint Powers Agreement”) among various California Community Choice Aggregators (“CCAs”) for the purpose of undertaking the financing and refinancing of energy prepayments that can be financed with tax advantaged bonds on behalf of one or more of its members by, among other things, issuing or incurring bonds and entering into related contracts;

WHEREAS, [AGENCY] is a community choice aggregator, as such term is defined in Section 331.1 of the Public Utilities Code of the State of California (the “Public Utilities Code”), that is a public agency, as such term is defined in the JPA Law, which has implemented a CCA program pursuant to Section 366.2 of the Public Utilities Code, and possesses the power to purchase and sell electric energy and enter into related contracts for such purposes and, therefore, [AGENCY] is eligible to become a member of CCCFA under the CCCFA Joint Powers Agreement;

WHEREAS, for CCCFA to finance or refinance energy prepayments and issue bonds on behalf of [AGENCY], [AGENCY] must become an associate member of CCCFA;

WHEREAS, [AGENCY] has determined that CCCFA is the best-fit least-cost option for a bond issuing entity to enable [AGENCY] to participate in one or more energy prepayment transactions and therefore [AGENCY] desires to become an associate member of CCCFA;

WHEREAS, to become an associate member of CCCFA, the [GOVERNING BODY] of [AGENCY] must file an executed counterpart of the CCCFA Joint Powers Agreement with CCCFA, together with a copy of the resolution of the [GOVERNING BODY] of [AGENCY] approving the CCCFA Joint Powers Agreement and the execution and delivery hereof, and requesting to be added as an Associate Member of CCCFA and [AGENCY] must further agree in writing to pay CCCFA a share of organization, planning and other costs and charges as determined by the Board of CCCFA to be appropriate, if any;

WHEREAS, on March 11, 2022, the CCCFA Board established a new membership entry fee of \$50,000 for a new associate member's portion of organization, planning, and other costs, in addition to each member's equal share of general and administrative costs as determined by the CCCFA Board;

WHEREAS, on December 16, 2022, the CCCFA Board established a transaction fee of \$20,000 to cover the "Prepayment Project" costs as defined in Section 1.11 of the CCCFA Joint Powers Agreement; and

WHEREAS, under the JPA Law and the CCCFA Joint Powers Agreement, CCCFA is a public entity separate and apart from the parties to the CCCFA Joint Powers Agreement, and the debts, liabilities, and obligations of the CCCFA will not constitute debts, liabilities, or obligations of the [AGENCY].

NOW, THEREFORE, BE IT RESOLVED that the [GOVERNING BODY] of [AGENCY] hereby finds, declares, and resolves as follows:

1. The above recitals are true and correct.
2. The CCCFA Joint Powers Agreement on file with the [CLERK/SECRETARY] of the [AGENCY] is hereby approved. The [CHAIRPERSON/EXECUTIVE DIRECTOR/GENERAL MANAGER/ETC.] is authorized and directed, on behalf of the [AGENCY], to execute the CCCFA Joint Powers Agreement, and request that [AGENCY] become an associate member of CCCFA.
3. [AGENCY] hereby agrees to pay CCCFA for its share of organization, planning and other costs and charges as determined by the Board of CCCFA to be appropriate.
4. The officers, employees, and agents of [AGENCY] are hereby authorized and directed, jointly and severally, to execute and deliver any and all documents,

agreements and instruments and to do any and all things which they may deem necessary or advisable to carry out, give effect to and comply with the terms and intent of the CCCFA Joint Powers Agreement and this Resolution.

5. This Resolution shall take effect immediately upon its adoption.

The following Resolution was duly passed by the [GOVERNING BODY] of [AGENCY] at a regular meeting held on [DATE], by the following vote:

Ayes:

Noes:

Absent:

Chair of the [GOVERNING BODY]

Attest:

[SECRETARY/CLERK]

Appendix B



Approved July 25, 2024

CCCFA Membership Criteria

To be eligible to become an Associate Member of CCCFA, one must:

1. Comply with all requirements for associate membership under CCCFA's JPA, including:
 - a. Be a current CCA that is actively serving load in California as required under the CCCFA JPA.
 - b. File a resolution of the applicant's legislative body approving CCCFA's JPA and requesting associate membership.¹
 - c. Receive approval by a majority of CCCFA's Board in attendance as required under the CCCFA JPA.
 - d. File an executed counterpart to the CCCFA JPA with the Board clerk.
 - e. Pay the new member fee and agree to pay ongoing costs for share of CCCFA planning costs, any prepay transaction fee, or any other future fees agreed upon by the Board.
2. Complete the required onboarding process as detailed by CCCFA.²

To be eligible to become a Founding Member of CCCFA, one must:

1. Be an Associate Member of CCCFA.
2. Comply with all requirements for founding membership under CCCFA's JPA, including:
 - a. File a resolution of the applicant's legislative body approving CCCFA's JPA and requesting founding membership.
 - b. Receive approval of two-thirds of the entire CCCFA board as stated in JPA.
 - c. File an executed counterpart to the CCCFA JPA with the Board clerk.
 - d. Pay the new member fee (if 3.b below applies) and agree to pay ongoing costs for share of CCCFA planning costs, any prepay transaction fee, or any other future fees agreed upon by the Board.

¹ CCCFA recommends use of its model resolution for applicants.

² Onboarding documents currently being prepared under contract with Chapman and Cutler.

3. Have either:
 - a. received energy deliveries through a CCCFA prepay transaction for a minimum of one year, or
 - b. employ a Director/Manager-level staff member with at least one year's direct oversight of prepay issuances and prepay operations while employed by a Founding Member CCA.
4. Be in good standing in all compliance related obligations related to the energy prepay transaction, including but not limited to ongoing disclosures, arbitrage rebate reporting and payments, eligible energy deliveries and/or remediation.
5. Designate a CCA full-time employee (at Director/Manager level or above) to serve in the CCCFA Treasurer/Controller working group as an active participant for one year and commit to continued future contributions in the working group.
6. Be current on all CCCFA associated fees and other energy prepay related fees and payments.
7. Must comply with any other transactional requirements as set forth and required by CCCFA.

CCCFA Prepay Transaction Criteria

To be eligible to for approval of a member's first prepay issuance through CCCFA, a member must:

1. Use an underwriter that has previously executed an electricity prepay issuance for a CCA in California
2. Utilize legal counsel to provide advice related to several issues, including but not limited to bonds, tax, disclosures, energy prepay buyer, and energy procurement. Tax counsel, disclosure counsel, and energy prepay buyer counsel must have prior experience with electricity prepay transactions. All legal counsel must be licensed to practice law in California.
3. Employ the services of an MSRB-accredited Municipal Financial Advisor that has previously advised on electricity prepay issuance in California.
4. Prepare the following materials for Board consideration:
 - a. Staff report that summarizes the transaction in addition to the documents the Board must approve.
 - b. Redlines of changes to template prepay documents provided by CCCFA to identify significant changes for Board.
5. Receive approval by a majority of CCCFA's Board in attendance as required under the CCCFA JPA.
6. Pay the transaction fee or any other future fees agreed upon by the Board.
7. Comply with all applicable legal requirements before debt issuance and maintain such compliance throughout the life of the prepay transaction.

To be eligible for approval of a member's second or any subsequent prepay issuance through CCCFA, a member must:

1. Utilize legal counsel to provide advice related to several issues, including but not limited to bonds, tax, disclosures, energy prepay buyer, and energy procurement. All legal counsel must be licensed to practice law in California.
2. Employ the services of an MSRB-accredited Municipal Financial Advisor.
3. Comply with requirements 4 through 7 applicable to approval of a member's first prepay issuance through CCCFA.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 8.2

To: Orange County Power Authority Board of Directors

From: Louis Ting, Director of Power Resources

Approved By: Joe Mosca, Chief Executive Officer

Subject: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC
ENERGY ADVISORS

Date: December 8, 2025

STRATEGIC GOALS

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

RECOMMENDED ACTIONS

1. Authorize the CEO to finalize and execute a one-year Agreement with Pacific Energy Advisors for Power Supply, Portfolio Management, Risk Management, Regulatory Compliance, and Power Procurement Services for an amount not to exceed \$588,000.00, from January 1, 2026, through December 31, 2026, including the option to extend the agreement for four additional one-year terms, subject to satisfactory performance, with a three percent (3%) cost-of-living increase should the extensions be mutually agreed and exercised.
2. Authorize the CEO to negotiate and approve changes in the compensation and annual not-to-exceed amounts based on mutually agreed extensions and Scope of Services for potential option periods, from January 1, 2027, through December 31, 2030. Scope of Services may be negotiated to be transitioned to OCPA based on business needs during the mutually agreed extension periods.

BACKGROUND

Since OCPA's inception, Pacific Energy Advisors (PEA) has supported the agency's power supply and portfolio management needs. PEA was originally selected through OCPA's 2021 Request for Proposals (RFP) for Multiple Services (Solicitation Number 21-003), which included power supply portfolio management, scheduling and dispatch, and data management services. Under the

three-year contract from June 9, 2021, through December 31, 2024, OCPA incurred approximately \$1.8 million for PEA's services. During this period, PEA supported the procurement of renewable and conventional energy resources and assisted with the development of risk management and regulatory compliance processes.

To maintain operational continuity as OCPA began building internal capacity, the Board approved a sole-source one-year agreement with PEA on November 25, 2024, at a not-to-exceed amount of \$588,000. This sole-source action was necessary because OCPA was in the early stages of transitioning away from a fully outsourced model and required uninterrupted portfolio management and procurement support while staffing and internal systems were being established. This extension ensured stable operations throughout 2025 while OCPA advanced its hiring plan and prepared a competitive solicitation consistent with the agency's long-term objectives.

OCPA currently offers three service options: Basic Choice at 47% renewable energy, Smart Choice at 55% renewable energy and 40% carbon-free energy, and 100% Renewable Choice at 100% renewable energy. Delivering these products requires specialized market expertise, given the need to manage diverse resource contracts, monitor market conditions, ensure regulatory compliance, and maintain stable and competitive customer rates. These functions also require close coordination with internal teams, including Finance for fiscal oversight and risk management, as well as with external service providers supporting scheduling, dispatch, data management, and customer call center operations.

As OCPA matured, the agency adopted a long-term vision to transition from a fully outsourced portfolio management model to a structure increasingly led by internal staff. Significant progress has been made since 2024 in developing OCPA's Power Resources team. The agency hired a Director of Power Resources in August 2024 and an Energy Contracts and Compliance Analyst in July 2025, and will onboard a Power Portfolio Manager in December 2025. The Risk Management Analyst position is budgeted and expected to be filled by the end of FY2025/26. This staffing expansion reflects OCPA's strategy to build strong in-house capabilities in portfolio oversight, contract administration, analytics, and regulatory compliance, while continuing to use external advisors during the transition period.

Although internal staffing has grown, OCPA is not yet positioned to fully manage procurement planning, market forecasting, risk modeling, and complex contract negotiations. These functions must continue without interruption to meet customer and regulatory needs. The proposed one-year engagement with PEA will help bridge the transition from a period when OCPA had limited staffing to a more customized procurement framework operated by internal staff. During this period, PEA will provide targeted support, with the scope of external services expected to decrease as OCPA's internal capabilities continue to mature.

To support this phased transition, staff issued an RFP on September 15, 2025, for Power Supply, Portfolio Management, and Power Procurement Services. The solicitation was designed as an important step toward reducing reliance on external consultants by aligning contracted services with OCPA's expanding internal capacity. The scope of work was structured to transition certain functions in-house while retaining external support where it remains essential. The solicitation was distributed to approximately 400 potential vendors through BidNet Direct and posted publicly on

OCPA's website to ensure transparency and equal opportunity. By the closing date, 40 firms had downloaded the RFP, and OCPA received four proposals by October 15, 2025. A three-member evaluation panel of OCPA staff reviewed and scored the proposals based on the criteria published in the RFP.

DISCUSSION/ANALYSIS

The RFP for Power Supply, Portfolio Management, and Power Procurement Services was issued to ensure OCPA maintains reliable operations while continuing its planned transition to an internally led procurement and portfolio management function. The scope of services reflected the technical functions required for OCPA's power supply activities. Portfolio Management responsibilities included planning the resource mix to meet reliability and clean energy requirements and aligning supply with forecasted load. Power Procurement responsibilities included running competitive solicitations, evaluating proposals, and negotiating contracts for energy, capacity, carbon-free products, and renewable resources. Risk Management responsibilities involved monitoring price, volume, credit, and operational risks and recommending hedging strategies that support stable rates. The RFP also required support for legislative and regulatory compliance, including required filings and management of OCPA's WREGIS account. Regular reporting to the Board on costs, compliance status, and key performance metrics was also required.

Four proposals were received and evaluated according to the criteria published in the RFP. Minimum qualifications were assessed on a pass or fail basis. For firms meeting these requirements, proposals were scored using the following weighted criteria: Firm and Staff Experience at 5%, Portfolio Management capabilities at 10%, Risk Management approach at 5%, Power Procurement experience at 10%, Legal and Regulatory Compliance at 30%, and Cost at 40%. After the initial scoring, two proposals were shortlisted for interviews because the proposed pricing from the other two firms was significantly higher. The evaluation panel reviewed written submissions, applied the scoring rubric, and conducted interviews with the shortlisted firms before finalizing the results.

Following the evaluation, PEA received the highest overall score in the evaluation matrix and was selected for contract negotiation. The panel concluded that PEA met all minimum qualifications and demonstrated relevant experience supporting Community Choice Aggregators (CCA), particularly in procurement and regulatory compliance. PEA's pricing was competitive among the proposals received, and during interviews, the firm provided additional clarity regarding its approach to market analysis and portfolio support. The full scoring summary is provided in Attachment B.

PEA is an advisory firm founded in 2013 that provides technical and strategic support to California energy organizations, including various CCAs and local agencies. The firm is located in Sacramento and has supported CCA programs across the state since 2010.

The proposed agreement is structured as a one-year contract beginning January 1, 2026, with up to four optional one-year renewals. This structure provides flexibility during OCPA's transition to a more internally led procurement and portfolio management model. As OCPA's internal expertise

continues to grow, staff will re-evaluate the scope of work every 6 months and adjust the level of contracted services as appropriate. During this period, OCPA will establish key performance indicators to measure the contractor's effectiveness and track progress toward transitioning responsibilities to internal staff as capabilities mature.

Overall, the recommended contract structure supports operational stability and regulatory compliance while allowing OCPA to advance its long-term strategy of reducing reliance on external consultants and expanding internal capacity.

FISCAL IMPACT

PEA's proposed cost is \$49,000 per month with an annual total of \$588,000, which is \$19,000 per month higher than the amount included in the approved FY2025/26 budget for this service. On an annual basis, the proposed contract totals \$588,000 for calendar year 2026, compared to the budgeted \$360,000. The resulting \$228,000 variance will be fully offset by the budget allocated for the energy portfolio risk management system that will not be utilized in FY2025/26.

ATTACHMENT

Attachment A – Agreement with Pacific Energy Advisors (12.08.2025)

Attachment B – Power Supply, Portfolio Management and Procurement RFP Evaluation Summary

**PROFESSIONAL SERVICES AGREEMENT BETWEEN ORANGE COUNTY
POWER AUTHORITY AND PACIFIC ENERGY ADVISORS, INC. FOR
PORTFOLIO MANAGEMENT SERVICES**

This Professional Services Agreement (“**Agreement**”) is made and entered into on December 8, 2025 (“Effective Date”), by and between ORANGE COUNTY POWER AUTHORITY, a California joint powers authority (“**Authority**” or “**OCPA**”) and PACIFIC ENERGY ADVISORS, INC., a California corporation (“**Consultant**” or “**PEA**”). Authority and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

RECITALS

- A. Consultant desires to perform and assume responsibility for the provision of certain professional services required by Authority on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing wholesale energy services and is familiar with the plans of Authority.
- B. Authority desires to engage Consultant to render such professional services for the Authority’s community choice aggregation program (“**Project**”) as set forth in this Agreement.

AGREEMENT

1. Scope of Services and Term.

1.1 General Scope of Services. Consultant promises and agrees to furnish to Authority all labor and services and incidental and customary work necessary to fully and adequately provide the services necessary for the Project (“**Services**”). The Services are more particularly described in Exhibit A attached hereto. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations.

1.2 Term. The term of this Agreement shall be from January 1, 2026 through and including December 31, 2026, unless earlier terminated as provided herein. In addition, there shall be a mutual option to extend this Agreement for up to four (4), one (1) year terms subject to the Parties agreement to such extension, which shall be expressed in writing, no later than September 30th of the year preceding each one-year extension. For the avoidance of doubt, if both Parties do not agree to one of the extensions by September 30th of the year preceding such extension, the Agreement shall terminate on December 31st of that year. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

2. Fees and Payments.

2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit B, attached hereto. The total compensation shall not exceed five hundred eighty-eight thousand

dollars (\$588,000.00) without written approval of Authority's Board of Directors or Chief Executive Officer, as appropriate. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement. . If the Authority and Consultant mutually agree to extend this Agreement pursuant to Section 1.2, the Parties may negotiate and agree on updated compensation and not-to-exceed amounts for the extension period. The Authority's Chief Executive Officer is authorized to execute such extensions, subject to any limits in Authority policies or, if applicable, in the Board of Directors' action approving this Agreement; the Board shall approve any amendments/extensions exceeding the Chief Executive Officer's authority.

2.2 Payment of Compensation. Consultant shall submit to Authority a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Authority shall, within 30 days of Consultant's delivery of such statement, review the statement and pay all approved charges thereon.

2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Authority.

2.4 Extra Work. At any time during the term of this Agreement, Authority may request that Consultant perform Extra Work. As used herein, "**Extra Work**" means any work which is determined by Authority to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Authority's Representative. Any Extra Work approved by the Authority shall be completed by Consultant in consideration of the hourly service rates reflected in Exhibit B, a mutually agreeable schedule of completion and a mutually agreeable description of pertinent work items.

3. **Responsibilities of Consultant.**

3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Authority retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Authority and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Scope of Services set forth in Exhibit A attached hereto. Consultant represents that it has the professional and technical personnel required

to perform the Services in conformance with such conditions. In order to facilitate Consultant's performance of the Services, Authority shall respond to Consultant's submittals in a timely manner. Upon request of Authority, Consultant shall provide a more detailed schedule of anticipated performance to provide the Services.

3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Authority.

3.4 Substitution of Key Personnel. Consultant has represented to Authority that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Authority. In the event that Authority and Consultant cannot agree as to the substitution of key personnel, Authority shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to Authority, or who are determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Authority. The key personnel for performance of this Agreement are as follows:

Kirby Dusel and John Dalessi

3.5 Authority's Representative. Authority hereby designates the Chief Executive Officer, or designee, to act as its representative for the performance of this Agreement ("**Authority's Representative**"). Authority's Representative shall have the power to act on behalf of Authority for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than Authority's Representative, or designee.

3.6 Consultant's Representative. Consultant hereby designates **Kirby Dusel and John Dalessi**, or their designee, to act as its Representative for the performance of this Agreement ("**Consultant's Representative**"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.7 Coordination of Services. Consultant agrees to work closely with Authority staff in the performance of Services and shall be available to Authority's staff, consultants and other staff at all reasonable times.

3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub- contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and

approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from Authority, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subcontractors who is determined by Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to Authority, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Authority, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Authority, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.10 Insurance.

3.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to Authority that it has secured all insurance required under this section, in a form and with insurance companies acceptable to Authority. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to Authority that the subcontractor has secured all insurance required under this section.

3.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.10.3 Professional Liability. Consultant shall procure and maintain, and require its subcontractors to procure and maintain, for a period of two (2) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by Authority to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) [reserved]; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give Authority, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from Authority's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) Authority, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects Authority, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by Authority, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against Authority, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to Authority, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority (if agreed to in a written contract or agreement) before Authority's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(ii) Consultant shall provide Authority at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires

during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to Authority at least ten (10) days prior to the effective date of cancellation or expiration.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by Authority, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement. Authority may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(vi) Neither Authority nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.10.5 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to Authority, its directors, officials, officers, employees, agents and volunteers.

3.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by Authority. Consultant shall guarantee that, at the option of Authority, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to Authority.

3.10.8 Verification of Coverage. Consultant shall furnish Authority with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to Authority. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by Authority if requested. All certificates and endorsements must be received and approved by Authority before work commences. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.10.9 Subcontractor Insurance Requirements. Consultant shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to Authority that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name Authority as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Authority may approve different scopes or minimum limits of insurance for particular subcontractors.

4. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

5. **General Provisions.**

5.1 Termination of Agreement.

5.1.1 Grounds for Termination. Authority may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Authority, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Authority may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

5.1.4 Transition of Services Upon Termination or Expiration. Upon expiration or termination of this Agreement, and upon request of Authority, Consultant shall reasonably cooperate with Authority to ensure a prompt and efficient transfer of all Authority data, documents and other materials to Authority or a new services provider, in an industry standard format or formats, and in a manner such as to attempt to minimize the impact of expiration or termination on Authority or Authority's customers. Consultant and Authority shall mutually agree on transition activities requiring completion and a reasonable schedule of completion associated therewith. Consultant shall provide to Authority data and documentation, and other Consultant non-proprietary information reasonably requested by Authority in connection with the transition. Consultant shall provide transition assistance described above, subject to a mutually agreeable schedule, in such a manner as to attempt to reasonably: (a) ensure the uninterrupted performance of the services, (b) with no degradation in quality, and (c) to avoid disruption in the operation. If Authority is the defaulting Party or terminates for convenience, Authority agrees to pay Consultant reasonable compensation for additional services performed in connection with such transfer, to the extent not otherwise provided for or contemplated in the Agreement. If Authority is the defaulting Party, such compensation shall be payable in advance of work by Consultant. Consultant shall (i) return all documents and other materials received from Authority and all copies (if any) of such documents and tangible materials; and (ii) destroy all other documents or materials in Consultant's possession that contain Authority proprietary or customer data; provided, however, that Consultant may retain copies of information necessary for Consultant's tax, billing or other financial purposes, to be used solely for such purposes.

5.1.4.1 Under no circumstances, except for any event of default or termination by the Authority or Consultant as contemplated in the Agreement, shall Consultant cease providing Services to Authority under this Agreement until clear and unequivocal arrangements for (i) Authority to assume provision of the Services under this Agreement or (ii) a third party is provided to assume provision of the Services under this Agreement.

5.1.5 Dispute Resolution. The Parties shall meet and confer together in good faith regarding any dispute, controversy or claim (each, a "Dispute") arising out of or relating to this Agreement, or any breach or alleged breach hereof, prior to either Party declaring a breach of the Agreement. A meet and confer shall occur within ten (10) business days of any Dispute whereby the Parties agree to cooperate in good faith to resolve the Dispute, and may use a mutually agreeable third party to resolve such Dispute. In no event shall either Party be delayed or impeded from exercising any of its rights at law or equity, including, without limitation, petitioning a court for provisional relief, including injunctive relief, prior to invoking the meet and confer resolution process.

5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Pacific Energy Advisors, Inc.
Attn: Kirby Dusel
300 University Avenue, Suite 220
Sacramento, CA 95825

Authority: Orange County Power Authority
Attn: Joe Mosca, Chief Executive Officer
P.O. Box 54283
Irvine, CA 92619-4283

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

5.3 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

5.4 Intellectual Property and Confidentiality.

5.4.1 Intellectual Property. Authority owns all right, title and interest in and to all Authority Materials. Upon the expiration of this Agreement, or in the event of termination, Authority Materials and all Authority customer data, in whatever form and in any state of completion, shall remain the property of Authority and shall be promptly returned to Authority. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law. Authority Materials shall mean any and all data created by Consultant specifically for Authority in the performance of the Services and Extra Work pursuant to this Agreement ("Authority Materials").

For the avoidance of doubt, Consultant's intellectual property, including, but not limited to, Consultant's trademarks, service marks, trade names and other designations, web site(s), web design(s), internal systems, computer systems, programs, software (including software code), ideas, know-how, work product, copyrights, patents, trade secrets and other proprietary and/or intellectual property shall remain the exclusive property of Consultant.

5.4.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Authority, be used by Consultant for any purposes other than

the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Authority.

5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

5.6 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

5.7 Indemnification. Consultant (including its officials, officers, employees, agents, sub-consultants and contractors, collectively the "Indemnifying Party") shall, to the extent of its own willful misconduct, recklessness or negligence, defend, indemnify and hold Authority, its officials, officers, consultants, employees, and volunteers ("Indemnified Party") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident, arising out of or in connection with the performance of the Services, the Project or this Agreement, including reasonable attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Authority, its directors, officials, officers, consultants, employees, agents or volunteers. Consultant's indemnification obligations herein are conditioned upon the Indemnified Party: (i) promptly notifying the Consultant of any claim in writing; and (ii) cooperating with Consultant in the defense of the claim.

5.8 California Labor Code Requirements.

5.8.1 Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold Authority, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code

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

5.8.2 If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

5.8.3 This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by Authority. Consultant shall defend, indemnify and hold Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

5.9 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

5.10 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County, California.

5.11 Time of Essence. Time is of the essence for each and every provision of this Agreement.

5.12 Authority’s Right to Employ Other Consultants. Authority reserves right to employ other consultants in connection with this Project.

5.13 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

5.14 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of Authority. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment,

hypothecation or transfer.

5.15 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to Authority include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

5.16 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

5.17 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.18 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

5.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5.20 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.21 Nondiscrimination and Equal Opportunity Employment and Subcontracting. Consultant represents that it is an equal opportunity employer and it shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of applicants, employees, subcontractors, vendors, or suppliers. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Further, Consultant shall provide equal

opportunity for subcontractors to participate in subcontracting opportunities.

5.22 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation, or to undertake self- insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

5.23 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

5.24 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

5.25 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Authority. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement as of the date first written above.

**ORANGE COUNTY POWER
AUTHORITY**

PACIFIC ENERGY ADVISORS, INC.

By : _____

By : _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

By : _____

Secretary, Authority Board of Directors

Name: _____

Title: _____

APPROVED AS TO FORM:

General Counsel

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

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

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

EXHIBIT A

SCOPE OF SERVICES

Power Supply Portfolio Management & Power Procurement

To continue serving customers, Authority will need to secure requisite energy products and services, including shaped energy (i.e., a quantity of energy delivered by the supplier(s) according to an agreed upon schedule), resource adequacy capacity (i.e., reserve capacity required to meet mandatory compliance obligations for CCAs and other load serving entities, including incremental procurement orders issued by jurisdictional regulatory authorities in place as of the Effective Date of this Agreement), renewable energy (both short-term and long-term renewable supply, which will be necessary to satisfy California's recently increased 65% long-term RPS contracting requirement), and carbon-free energy (if necessary).

Summary of Tasks

PEA shall develop and complete the following key tasks in collaboration with Authority related to supplier selection and related contracting for power procurement:

- Develop and maintain a detailed load forecast utilizing recent SCE customer information and available historical data for all eligible customers;
- Determine desired energy and capacity quantities, which would supply aggregate customer requirements, including anticipated participation in default and voluntary retail service options;
- Prepare draft solicitation materials, including a Request for Proposals/Offers document and related bid workbooks (which will provide an organized, uniform framework for bidder responses), to support the procurement of necessary energy and capacity products, including requisite long-term renewable energy contracts to satisfy California's 65% long-term RPS contracting requirement and incremental capacity procurement obligations issued by jurisdictional regulatory authorities (e.g., the supplemental mid-term reliability procurement order issued by the CPUC via D.23-02-040);
- Coordinate with Authority's executive leadership and SCE to explore the possibility of procuring surplus RA capacity and RPS-eligible renewable energy (both short- and long-term) – following the departure of Authority's customers from SCE service, such as those periods following the prospective expansion of OCPA's service territory, SCE should have surplus resources in these categories that may be available to Authority. Exploring such opportunities with the incumbent utility may be the most effective way (in terms of procedural efficiency and, potentially, cost) to promote compliance with the aforementioned long-term RPS contracting obligation and pertinent RA requirements;
- Evaluate offers received in response to the aforementioned solicitation processes and assist Authority in selecting the preferred supplier(s) of such products and services;

- In conjunction with the Authority's designated staff and legal counsel, support power purchase agreement negotiation for desired products and services;
- Assist Authority (in cooperation with Authority's designated staff and legal counsel) in developing and finalizing form transaction documents for desired products and services; and
- Perform necessary coordinative activities with Authority's selected supplier(s).

Project Administration and Planning

It is expected that PEA will periodically participate in various calls, videoconferences, and in-person meetings (if/when mutually agreed and subject to any then-applicable health and safety guidelines) to ensure that important information and key processes are clearly communicated and understood by pertinent members of the project team.

PEA expects that various meetings will be necessary in performance of the services. Examples of such meetings may include Staff meetings, Board meetings, select public workshops and other stakeholder interactions that may be necessary to promote the successful operation of Authority's CCA program. As appropriate, PEA will assist in the preparation of requisite meeting materials pertaining to its work and may also participate in such meetings from time to time, providing support during the presentation and discussion of certain key topics/information related to Authority's CCA program.

Summary of Tasks

PEA's general project administration support is expected to include:

- Regular coordination with Staff, suppliers and other contractors regarding tasks within PEA's scope of services to support effective program operation;
- Preparation for and participation in select Authority Board meetings, providing technical support during key discussions and decision making;
- PEA would be available to assist Staff in preparing meeting materials and presenting such materials at meetings, subject to mutually agreeable advanced scheduling and travel authorization, as appropriate;
- Coordination with pertinent jurisdictional regulatory agencies: to the extent that jurisdictional regulatory agencies have questions regarding applicable reports/submittals and/or general questions regarding Authority operations, PEA would be available to address such inquiries and/or participate in related meetings or teleconferences, subject to mutually agreeable scheduling. The foregoing coordination does not include expert witness services or similar tasks supporting Authority interests in regulatory proceedings; and
- Coordination with key customers: Subject to a mutually agreeable schedule, PEA would be available to participate in select discussions/meetings with key customer accounts, providing

technical expertise related to rates, resource planning, power supply and anticipated environmental impacts.

Portfolio Management Strategy

Authority will need to periodically review and update its portfolio management strategy that addresses regulatory requirements (e.g., SB 350, SB 100, CPUC Ruling 17-09-020), Authority JPA Board requirements (e.g., RPS and Greenhouse Gas (GHG) free goals), and Risk Management Policy criteria and thresholds (e.g., mark-to-market and open position tolerances). Setting a strategic course requires a firm understanding of the regulatory landscape/requirements and current market conditions (e.g., price and availability by resource type), which will be carefully considered in reviewing and updating a plan that balances costs and other organizational objectives.

Summary of Tasks

PEA shall develop and complete the following key tasks in collaboration with Authority related to portfolio management strategy:

- Prepare briefing materials articulating applicable regulatory requirements, the various energy products and options available to the Authority, market conditions, and cost and other tradeoffs among the available products and energy sources;
- Attain JPA Board direction on regulatory ambitions and risk tolerances;
- Discuss options for achieving JPA Board ambitions and risk tolerances with respect to cost impacts; and
- Review and update a portfolio management strategy and related planning documentation to achieve established targets.

Risk Management Program Administration

A key component to the success of any load serving entity is a comprehensive and effective energy risk management program. A sound energy risk management program enables the timely understanding of portfolio positions relative to specified targets and values-at-risk (for any open positions) and provides Authority's management with requisite information to make informed decisions regarding its portfolio. Some key components of such a program should include: 1) an Energy Risk Management Policy (Risk Policy) that describes the key risks related to energy procurement that an organization faces and its corresponding mitigators, including price risk, volumetric risk, credit risk, and operational risk, among others; 2) Credit Risk Guidelines (Credit Guidelines) that include management practices/parameters related to supplier credit and liquidity (to inform decision related to collateral posting, etc.) and how to manage credit risk in the event of a supplier default; 3) quantification and reporting of portfolio positions, values and risks; and 4) scenario analyses and stress testing to facilitate Authority's understanding of

potential stress-based outcomes under extreme circumstances and certain unlikely/undesirable scenarios.

Summary of Tasks

PEA shall develop and complete the following key tasks in collaboration with Authority related to energy risk management:

- Periodically review the Risk Policy to ensure it is tailored to Authority's needs, focusing on information specific to Authority's operations in order to make well-informed decisions and incorporating industry best practices;
- Draft Credit Guidelines that help shield Authority from counter party credit risk while minimizing collateral postings;
- Determine the best methods and/or systems to aggregate positions, value positions, value risks, and establish the tolerance bands based upon Authority's risk appetite. PEA will prepare the reports required to review together with Authority's senior management at regularly scheduled (likely, quarterly) Risk Oversight Committee meetings; and
- Perform scenario analyses as needed and present the scenario with the most likely outcome and compare it with the extremes and circumstances under which they could occur.

Legislative & Regulatory Compliance

As a Load Serving Entity (LSE) within the state of California, Authority will be required to comply with a variety of regulations, including participation in certain reporting programs administered by the CPUC and California Energy Commission (CEC).

Summary of Tasks

To ensure compliance with these requirements, PEA shall complete the following activities:

- Prepare a regulatory compliance calendar and reporting matrix to ensure that management has a thorough understanding of currently applicable technical reporting requirements and related submittal deadlines;
- Prepare load forecast and related filings to ensure compliance with California's resource adequacy program;
- Prepare annual compliance reports, as required under California's Renewables Portfolio Standard Program;
- Administer functions necessary to receive, transfer (as necessary) and retire renewable energy certificates within OCPA's WREGIS account for purposes of supporting organizational compliance with state mandates and voluntarily adopted portfolio objectives; Assist Authority in developing requisite resource planning documents including statutorily required Integrated Resource Plan and RPS Procurement Plan;
- Prepare Authority's annual Power Source Disclosure reports and distribute key portfolio

performance metrics to Authority's management – complete the CEC's required Power Content Label template and coordinate with Authority's communications team regarding technical elements of annual Power Content Label preparation;

- Assist and coordinate with Authority and its Scheduling Coordinator to determine the strategies for acquisition of Import Allocation Rights that may be used to support use of import resource adequacy capacity;
- Assist in preparing requisite customer cost comparisons, which indicate the cost comparative cost impact of taking service with the CCA program relative to SCE, and prospective power source disclosures;
- Assist in preparing month-ahead and year-ahead resource adequacy compliance filings, including those related to California's slice-of-day compliance framework;
- Coordinate with resource adequacy suppliers and jurisdictional regulatory agencies to address and resolve prospective compliance issues;
- Assist in preparing compliance filings pursuant to the CEC's biennial Integrated Energy Policy Report, Quarterly Fuels and Energy Report including the related CEC 1306B quarterly report, and the U.S. Energy Information Agency monthly EIA-826 and annual EIA-861 reports;
- Assist in preparing Demand Forecast and Resource Supply compliance filings related to the CEC Integrated Energy Policy Reports;
- Assist in preparing status updates related to incremental procurement orders mandated by the CPUC; and
- Assist in preparing data request responses related to inputs required for calculation of the Power Charge Indifference Adjustment market price benchmarks.

PEA notes that its proposed scope of work and budget are based on pertinent regulatory requirements that exist as of the Effective Date of this Agreement); to the extent that the legislature and/or jurisdictional regulatory authorities implement material changes to pertinent regulatory compliance activities, planning standards, or procurement requirements after such date, PEA will work with Authority to determine if adaptations to the work scope and budget in this proposal will be necessary. If such changes (in scope and/or budget) are required, PEA and Authority will engage in good faith discussions to address the new and/or updated regulatory compliance requirements, including related changes to the scope and budget reflected herein

Rate Setting & Financial Modeling

PEA will maintain a working pro forma financial model for Authority use in budgeting, cash flow planning, financial performance monitoring, and SCE scenario analyses. PEA will design customer electric rates and update rates for approval by Authority's governing board on an annual basis – such rates will be established at sufficient levels to meet adopted financial targets. PEA will provide technical rate support including monitoring SCE rate changes, in cooperation with staff, regulatory counsel and other third-party advisors,

as they impact customer cost comparisons and also provide assistance with the preparation of joint cost comparison models. The following tasks are included as part of this service:

Summary of Tasks – Rate Setting

- Annually, develop proposed Authority rate schedules; cost of service modeling; SCE benchmarking; billing determinant (e.g., Time of Use energy) forecast; present and proposed rate revenue forecast;
- Collaborate with staff, Authority, and Authority governing bodies, as necessary, in regard to rate changes, including necessary new rate designs or options;
- Provide support for the development and administration of certain CCA customer programs, including NEM, green energy, and Feed-In Tariffs, if desired by Authority;
- Monitor realized rate revenue vs. projections to identify necessary rate changes;
- In cooperation with OCPA staff, regulatory counsel and other third-party advisors, monitor SCE rates and surcharges and assist Authority with preparation of mandated joint cost comparisons reports; and
- Prepare a draft FIT policy, including applicable project eligibility criteria, pricing schedules, and an appropriate power purchase agreement (which will be primarily based on successfully deployed FIT agreements used by other operational CCAs; such agreement will be drafted and finalized in conjunction with the Authority's designated power contracting counsel).

Summary of Tasks – Financial Modeling (Pro Forma)

- Maintain Authority's pro forma financial models of monthly income/expense projections, cash flow and cash balances;
- Update pro forma models as necessary to incorporate current load, resource and market data; monitor accuracy of financial projections on monthly basis; assist in reconciling budget variances;
- Prepare forecast of power supply and other expenses for annual budget;
- Prepare draft annual budget for the Authority program in cooperation with Authority management and accountants; and
- As necessary, coordinate with Authority and its financial advisors with regard to matters that may impact Authority's financial standing, debt levels, electric rates, annual budget, resource planning and other key concerns.

Invoice Validation Services

PEA will provide invoice validation services submitted by Authority's counterparties, including all existing and future agreements and contracts for the term of the Agreement for all required power resources to meet regulatory compliance and serve customer loads. The categories of invoices include product components of energy, resource adequacy, and renewable energy attributes that comply with California's Renewable Portfolio Standard, collectively as Products:

Summary of Tasks – Invoice Validation Services

- Upon execution of Products' contracts and agreements and the delivery of such products, invoices will be submitted to PEA by Authority's counterparties.
- Upon receipt of the invoices, PEA will review and validate the submitted invoices against the respective contracts and agreements.
- Should there be discrepancies, incomplete submissions, lack of justifications, and/or clarifications required, PEA will deliberate with Authority's counterparties to ensure invoices are fully validated.
- Once PEA validates the Products' invoices, PEA will approve and forward the invoices to Authority for final approval and processing.
- PEA will observe the terms of the Products' contracts and agreements to ensure the invoice validation process are completed timely to provide Authority ample time to finalize payments.

Transition of Services

As further discussed in Exhibit B, should the Authority successfully in-source certain activities during the period related to the Services or determine that it will transition some or all of the Services to a new provider, the Authority and PEA will engage in good faith discussions to: 1) identify the services contemplated in PEA's Scope of Services that will be transitioned to OCPA staff or the other provider and an orderly approach for such transition; and 2) renegotiate the Services and the applicable fixed fee in consideration of the proportion of work transitioned to OCPA staff or other provider, or to determine appropriate compensation of PEA during the transition phase. *In no case shall the Services described within this Agreement be transitioned from PEA to the Authority or any new provider prior to January 1, 2027.* In the event the Authority desires to transition one or more of the services described in this Agreement to internal staff or a new provider, it must notify PEA of such change(s) prior to December 31st of the year preceding such transition of services. Depending on the nature of PEA responsibilities and related work items associated with any such transition activities, the Authority and PEA acknowledge that associated work obligations may be categorized as Extra Work and related costs may be lower or higher than baseline work levels and costs reflected in this Agreement. As such, the renegotiated service requirements associated with any transition activities, including related fees, may also be lower or higher than those already reflected in this Agreement. To the extent that any transition services are categorized as Extra Work, applicable charges will be based on the hourly rates reflected in Exhibit B. The following tasks are listed as examples of certain work items that may be transitioned from PEA to OCPA staff during

the Term of this Agreement. This is not an exhaustive list, and additional tasks may be the subject of further discussion and/or notification during the Term of this agreement. Transition timing and the scope of responsibilities associated with any transition of work shall be mutually agreed upon, including any related fee adjustments (down or up) prior to any such transition. For the sake of example, the following three (3) tasks have been identified as potential work items that may be transferred from PEA to OCPA staff during the Term of service though the specific timing of any such transition has yet to be determined:

- Financial Modeling: monthly fee reduction of \$2,500
- Invoice Validation: monthly fee reduction of \$3,000
- Recurring Monthly or Quarterly Reporting (specifically, EIA/CEC QFER reporting): monthly fee reduction of \$1,000, which represents a subset of the Leg and Reg Compliance service fee further described in Exhibit B

With respect to the three (3) tasks noted above (that is, Financial Modeling, Invoice Validation and Recurring Reporting, which represents a subset of the Leg and Reg Compliance activities to be performed by PEA), if OCPA staff comprehensively assume responsibilities for the completion of such work, PEA's fixed monthly fee will be reduced by the amount noted above. For example, if OCPA staff comprehensively assume responsibility for the Invoice Validation task, PEA's fixed monthly fee of \$49,000, as identified below in Exhibit B, would be reduced to \$46,000 per month.

Examples of Extra Work

The following activities are examples of Extra Work that may be completed by Consultant during the Term of Agreement. This is a non-exhaustive list. No such Extra Work will be completed without written authorization from the Authority.

Expansion & Feasibility Assessments (Extra Work)

At the Authority's request, PEA will provide technical feasibility assessments to assist the Authority in identifying anticipated resource planning and financial impacts to the Authority of expanding Authority membership to additional municipalities. The following tasks may be included as part of this Extra Work service:

Summary of Tasks – Expansion & Feasibility Assessments

- Review, process and evaluate available historical customer data (which typically includes one year of data for the subject customer group), as provided by the incumbent investor-owned utility, for the prospective new member community(ies);
- Complete analyses utilizing PEA's pre-existing and proprietary CCA load model to assess new member community load profiles. The results of this customer load analysis would then be incorporated in PEA's pre-existing and proprietary pro forma and resource planning models to determine incremental financial and resource planning impacts associated with the prospective customer group;
- Summarize the results of each assessment to provide the Authority's leadership with a concise set of projections available for reference when evaluating prospective new member additions;
- Support the completion of various sensitivity or scenario analyses should the Authority have an

- interest in evaluating unique portfolio designs, rate-related outcomes, etc.; and
- Present the results of any technical assessment to Authority staff, its committees and/or its Governing Board.

Transition Services (Extra Work)

At the Authority's request, PEA may provide technical support to assist the Authority with the transition of certain service responsibilities from PEA to internal staff of the Authority and/or another an outside service provider. To the extent that such transition services necessitate unanticipated work and associated costs, any time spent by PEA will be treated as Extra Work.

EXHIBIT B

COMPENSATION BILLING RATES

Rates for Services

For the period commencing on January 1, 2026, through and including December 31, 2026, PEA shall charge the Authority a fixed fee of \$49,000 per month. Should the Authority and PEA mutually exercise any of the four (4) additional one (1) year terms, each additional one (1) year term shall include a cost-of-living increase of three (3) percent effective January 1st of the year of such extension.

Service	Monthly Cost
Portfolio Management	\$ 16,500.00
Risk Management	\$ 3,000.00
Power Procurement	Included in Portfolio Management
Leg and Reg Compliance	\$ 24,000.00
Financial Modelling	\$ 2,500.00
Invoice Validation	\$ 3,000.00
Total Cost	\$ 49,000.00

Should the Authority successfully in-source certain activities during the period related to the Services or transition the Services to a new provider, the Authority and PEA will engage in good faith discussions to: 1) identify the services contemplated in PEA's Scope of Services that will be transitioned to OCPA staff or the other provider and an orderly approach for such transition; and 2) renegotiate the Services and the applicable fixed fee in consideration of the proportion of work transitioned to OCPA staff or other provider, or to determine appropriate compensation of PEA during the transition phase. In addition to the noted fixed monthly fee, PEA shall pass through all requisite travel expenses, as needed, without markup – all such travel will be subject to mutually agreeable scheduling, and related expenses shall be subject to prior written authorization by the Authority.

For any Extra Work not explicitly addressed in Exhibit A, or as stated in Exhibit A, Extra Work, PEA shall apply the following schedule of hourly rates for all time spent on such activities.

Such Extra Work shall be subject to the Authority's pre-approval as well as a mutually agreeable schedule for work completion. In the event other PEA staff members are added during the term of this Agreement, an appropriate hourly rate for Extra Work shall be assigned to such staff member(s) and the Authority will be accordingly advised of such rate prior to any billing activities. Examples of extra work may include, but are not limited to, expert witness services, testimony development/sponsorship or other representation of OCPA (by Consultant) in regulatory proceedings, preparation of Implementation Plan amendments and feasibility studies related to expansion activities. The following schedule of hourly rates will be annually increased by three percent (3%) with the first of such increases applicable to any work performed by PEA after December 31, 2026.

Staff Name	Hourly Rates for Extra Work
Senior Executive Staff (examples of current staff: John Dalessi and Kirby Dusel)	\$410.00
Managing Director	\$390.00
Director (example of current staff: Alden Walden)	\$370.00
Associate Director	\$350.00
Managing Consultant (example of current staff: James Parker)	\$330.00
Senior Consultant	\$310.00
Consultant	\$290.00
Analyst II (examples of current staff: John Sanchez and Travis Thai)	\$275.00
Analyst (examples of current staff: Sabrina Saypanya and J.R. Dusel)	\$260.00
Intern	\$180.00

Orange County Power Authority

Request for Proposal (RFP) Summary

RFP For: Power Supply Portfolio Management and Procurement

RFP No: 25-005

Type of Procurement (Informal Bidding or Formal Bidding): Formal Bidding

Event	Date
Release Request for Proposals	Monday, September 15, 2025
Questions Submitted to OCPA	Monday, September 22, 2025
OCPA Posts Response to Questions	Friday, October 3, 2025
Proposal Deadline	Wednesday, October 15, 2025
Short Listing and Notification for Interviews	Thursday, October 30, 2025
Interviews	Monday, November 3, 2025
Contract Negotiations	Wednesday, November 19, 2025
Board Approval/Contract Execution	Monday, December 8, 2025

Proposers	Cost Evaluation Ranking	Technical Evaluation Points Average Final	Total Evaluation Points
Vendor 1 - Ascend Analytics	1.27	1.93	3.20
Vendor 2 - GDS Associates	0.85	2.15	3.00
Vendor 3 - Pacific Energy Advisors	2.00	2.43	4.43
Vendor 4 - The Energy Authority	1.62	2.38	4.00

Selection and Award Section

Awarded Vendor:

Justifications:

Pacific Energy Advisors

The selected vendor has deep experience in portfolio management and power procurement, especially in the CCA space, having worked with most current CCAs. They understand OCPA’s current and future challenges and offered the most cost effective proposal.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 8.3

To: Orange County Power Authority Board of Directors

From: Lisette Chel Walker, Interim Board Clerk

Approved by: Joe Mosca, Chief Executive Officer

Subject: ADOPT THE 2026 BOARD OF DIRECTORS MEETING SCHEDULE

Date: December 8, 2025

RECOMMENDED ACTION

Adopt Resolution No. 2026-XX A Resolution of the Board of Directors of Orange County Power Authority Establishing Regular Meetings of the Board of Directors for 2026.

BACKGROUND

The Ralph M. Brown Act (Cal. Gov. Code § 54950 *et seq.*) provides that the legislative body of each local agency shall provide, by ordinance, resolution, bylaws, or other rule, the time and place for holding its regular meetings. For the 2025 calendar year, the Board of Directors held their meetings predominantly on the 2nd Monday of each month, except when holidays required an adjustment, at Orange County Power Authority, 15310 Barranca Parkway, Suite 250, Irvine, CA 92618. The meeting in May was moved forward one week due to a conflict with the Cal-CCA conference.

After a review of holidays and meeting dates and times of the city councils of member agencies, staff recommend regular meetings continue to be held at 4:30 p.m., on the second Monday of each month at 15310 Barranca Parkway, Suite 250, Irvine, CA 92618.

These meeting dates are listed below:

Date	Time	Location
Monday, January 12, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
Monday, February 9, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
Monday, March 9, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
Monday, April 13, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
Monday, May 4, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618

Date	Time	Location
Monday, June 8, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
Monday, July 13, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
<i>August 2026 - No Meeting</i>	<i>Dark</i>	<i>No Meeting</i>
Monday, September 14, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
Monday, October 19, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
Monday, November 9, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
Monday, December 14, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618

FISCAL IMPACT

None

ATTACHMENTS

Attachment A – Resolution No. 2026-XX: A Resolution of the Board of Directors of Orange County Power Authority Establishing Regular Meetings of the Board of Directors for 2026.

Attachment B – Spreadsheet with holidays and the represented member cities' governing board meetings.

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ORANGE COUNTY POWER AUTHORITY ESTABLISHING
REGULAR MEETINGS OF THE BOARD OF DIRECTORS FOR
2026

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

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

C. The Board of Directors seeks to establish the time and meeting location for all regular meetings of the Board of Directors for the 2026 calendar year.

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

Section 1. For the 2026 calendar year, regular meetings of the Board of Directors shall take place on the dates set forth below and shall begin at 4:30 p.m. All regular meetings shall take place at 15310 Barranca Parkway, Suite 250, Irvine, CA 92618. OCPA’s meetings may be held fully or partially by videoconference or teleconference as authorized by applicable law.

Date	Time	Location
Monday, January 12, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
Monday, February 9, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
Monday, March 9, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
Monday, April 13, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
Monday, May 4, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
Monday, June 8, 2026	4:30 p.m.	315310 Barranca Parkway, Suite 250, Irvine, CA 92618

Date	Time	Location
Monday, July 13, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
<i>August 2026 No Meeting</i>	<i>Dark</i>	<i>No Meeting</i>
Monday, September 14, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
Monday, October 19, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
Monday, November 9, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618
Monday, December 14, 2026	4:30 p.m.	15310 Barranca Parkway, Suite 250, Irvine, CA 92618

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

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

PASSED AND ADOPTED at a meeting of the Board of Directors of the Orange County Power Authority held on December 8, 2025.

Lisette Chel Walker
Interim Board Secretary
Orange County Power Authority

OCA BOARD OF DIRECTORS 2026 Meeting Dates												
Holidays			OCA (4:30 p.m.) 2nd Mondays		Buena Park (5:00 p.m.) 2nd & 4th Tuesdays		Irvine (4:00 p.m.) 2nd & 4th Tuesday		Fullerton (5:30 p.m.) 1st & 3rd Tuesdays		Fountain Valley (6:00 p.m.) 1st & 3rd Tuesdays	
Thurs & Mon	Jan. 1 & 19	New Year's & MLK	Monday	Jan. 12	Tuesday	Jan. 13 & 27	Tuesday	Jan. 13 & 27	Tuesday	Jan. 6 & 20	Tuesday	Jan. 6 & 20
Monday	Feb. 16	President's Day	Monday	Feb. 9	Tuesday	Feb. 10 & 24	Tuesday	Feb. 10 & 24	Tuesday	Feb. 3 & 17	Tuesday	Feb. 3 & 17
Tuesday	Mar. 31	Cesar Chavez	Monday	Mar. 9	Tuesday	Mar. 10 & 24	Tuesday	Mar. 10 & 24	Tuesday	Mar. 3 & 17	Tuesday	Mar. 3 & 17
Monday	Apr.	None	Monday	Apr. 13	Tuesday	Apr. 14 & 28	Tuesday	Apr. 14 & 28	Tuesday	Apr. 7 & 21	Tuesday	Apr. 7 & 21
Monday	May 25	Memorial	Monday	May 4*	Tuesday	May 12 & 26	Tuesday	May 12 & 26	Tuesday	May 5 & 19	Tuesday	May 5 & 19
Friday	Jun. 19	Juneteenth	Monday	Jun. 8	Tuesday	Jun. 9 & 23	Tuesday	Jun. 9 & 23	Tuesday	Jun. 2 & 16	Tuesday	Jun. 2 & 16
Saturday	Jul. 4	Independence	Monday	Jul. 13	Tuesday	Jul. 14 & 28	Tuesday	Jul. 14 & 28	Tuesday	Jul. 7 & 21	Tuesday	Jul. 7 & 21
<i>August</i>	<i>DARK</i>	<i>DARK</i>	<i>Monday</i>	<i>DARK</i>	Tuesday	Aug. 11 & 25	Tuesday	Aug. 11 & 25	Tuesday	Aug. 4 & 18	Tuesday	Aug. 4 & 18
Monday	Sep. 7	Labor	Monday	Sep. 14	Tuesday	Sep. 8 & 22	Tuesday	Sep. 8 & 22	Tuesday	Sep. 1 & 15	Tuesday	Sep. 1 & 15
Monday	Oct. 12	Columbus	Monday	Oct. 19	Tuesday	Oct. 13 & 27	Tuesday	Oct. 13 & 27	Tuesday	Oct. 6 & 20	Tuesday	Oct. 6 & 20
Wed-Thu-Fri	Nov. 11 & 26-27	Veterans & Thanksgiving	Monday	Nov. 9	Tuesday	Nov. 10 & 24	Tuesday	Nov. 10 & 24	Tuesday	Nov. 3 & 17	Tuesday	Nov. 3 & 17
Friday	Dec. 25	Christmas	Monday	Dec. 14	Tuesday	Dec. 8 & 22	Tuesday	Dec. 8 & 22	Tuesday	Dec. 1 & 15	Tuesday	Dec. 1 & 15

*Moved to week prior due to conflict with Cal-CCA Conference.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 8.4

To: Orange County Power Authority Board of Directors

From: Linda Kraemer, Community Engagement Manager
Jacquie Henderson, Director of Communications and External Affairs

Approved By: Joe Mosca, Chief Executive Officer

Subject: PRESENTATION OF THE 2026 COMMUNITY ADVISORY COMMITTEE
DRAFT WORKPLAN

Date: December 8, 2025

STRATEGIC GOALS

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

RECOMMENDED ACTION

Approve the Community Advisory Committee (CAC) 2026 Workplan.

BACKGROUND

Developing a workplan for the year helps focus the Community Advisory Committee's (CAC) limited time and resources.

The CAC has grown and expanded along with the Orange County Power Authority (OCPA). CAC members have been active in member cities supporting events and outreach to customers, including contributions to OCPA customer communications. CAC members play a vital role in advising staff and board members on concerns of the communities they represent.

DISCUSSION/ANALYSIS

At the November 3, 2025 CAC Meeting, members gave input into development of a draft 2026 CAC Workplan through discussion and anticipation of 2026 community needs and priorities. The CAC used the 2025 workplan as a model and made adjustments based on priority topics.

Staff took note of the input from the CAC along with OCPA staff suggestions, developed the 2026 plan, and brought it to the December meeting for final CAC recommendations prior to taking it to the Board of Directors for final approval.

The workplan can be adapted on a monthly basis when needed to accommodate priorities of the Board and CAC.

A copy of the 2026 Workplan Summary is attached for your reference.

FISCAL IMPACT

None

ATTACHMENT

Attachment A – 2026 CAC Draft Workplan.

OCPA Community Advisory Committee
Workplan for 2026

- January
 - Update and refresh of OCPA Communications and Value Proposition
 - Discussion of Roles, Responsibilities, Helpful Information
 - Energy Insights (specific topic TBD based on OCPA priorities)
 - Overview of Community Outreach/Events
- February
 - Brief Review of The Brown Act
 - CAC Mission Statement
 - 2026 Rate Design Discussion
 - Strategic Planning Discussion
 - Overview of Community Outreach/Events
- March
 - Appointment of CAC Officers
 - Energy Load and Time of Use
 - Update on Customer Programs & Grant Recipient Program(s)
 - Overview of Community Outreach/Events
- April
 - CCA Risk Management Insights
 - Overview of CARE/FERA and (Bill Reduction Support)
 - OCPA New Customer Launch Discussion
 - Overview of Community Outreach/Events
- May
 - Building Bridges & Learning How to Be Effective: A Visit from a CAC of another CCA
 - Emerging CAC Topic
 - Report and Discussion, 2026 CalCCA Annual Conference
 - Overview of Community Outreach/Events
- June
 - OCPA Strategic Plan Update & Mission Statement
 - Energy Insights (specific topic TBD based on OCPA priorities)
 - Overview of Community Outreach/Events

OCPA Community Advisory Committee
Workplan for 2026 (continued)

- July
 - Presentation on OCPA Budget FY2024/2025
 - Update on Community Programs
 - Overview of Community Outreach/Events
- August
 - Youth & School Outreach Program, Cleantech Workshops
 - Regulatory and Legislative Update
 - Overview of Business/Customer Strategies and Programs
 - Overview of Community Outreach/Events
- September-Dark
- October
 - CalCCA Presentation on CCAs in California
 - Energy Topic – Power Content Label Review
 - Overview of Community Outreach/Events
- November
 - Discussion of 2027 CAC Workplan
 - Emerging CCA Topic
 - Overview of Community Outreach/Events
- December
 - 2026 Regulatory and Legislative Affairs
 - Update on Customer Programs
 - Overview of Community Outreach/Events

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: December 8, 2025

Irvine Capital Loan Early Repayment Progress

On October 13, 2025, the Board approved the early paydown of the Irvine Capital Loan in accordance with the recommended Option 1 repayment schedule. On November 5, staff successfully negotiated a reduction in the combined legal and bank fees from \$15,000 to \$12,500. On November 10, staff received the fully executed Consent and Waiver Agreement from US Bank. That same day, OCPA wired a total payment of \$913,892.11 to the City of Irvine, consisting of \$250,000 in principal and \$663,892.11 in estimated accrued interest.

Staff will wire the next payment of \$342,702.67 to the City of Irvine on March 31, 2026, including \$250,000 in principal and \$92,702.67 in estimated accrued interest.

Payment Period	Principal Amount	Estimated Accrued Interest	Aggregate Principal and Interest Amount
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

As of January 1, 2027, total principal repayment will amount to \$7,652,379.70, and total estimated accrued interest payments will total \$1,031,595.53, resulting in combined principal and interest repayment of \$8,683,975.23.

SCE 2026 Rates Outlook Update

On October 15, 2025, Southern California Edison (SCE) released its updated forecast for 2026 rates. This was the second in a planned series of updates, following the initial forecast issued in May 2025. SCE also announced that additional revisions would be released in mid-November and by the end of December before the CPUC adopts final rates. Because these updates incorporate new actual data and correct modeling issues, none of the numbers released to date can be considered final.

The October 2025 forecast represented a significant shift, showing unusually low bundled generation rates and sharply higher Power Charge Indifference Adjustment (PCIA) charges. Market conditions played an important role, as prices for energy, Resource Adequacy, and Renewable Portfolio Standard products declined, reducing SCE's projected bundled generation costs. Regulatory changes added further uncertainty. The CPUC's Track I decision revised the RA Market Price Benchmark to a three-year historical average. This methodology change, driven by IOU advocacy to reshape PCIA mechanics, was intended to be temporary but has the effect of lowering bundled generation rates and substantially increasing PCIA for CCA customers.

Shortly after the October 2025 release, it became clear that SCE's analysis contained errors. Within a week, CalCCA and SCE identified several modeling and accounting issues, including missing resources in SCE's portfolio valuation and a misallocation of revenue between the PABA and ERRA balancing accounts for both bundled and departed customers. These issues also affected the 2024 and 2025 ERRA forecasts. In response, SCE issued an Amended 2026 ERRA Forecast in late October 2025, which reflected lower PCIA rates and very slightly lower bundled generation rates compared to the initial October release.

Revisions continued into November 2025. On November 17, 2025, SCE filed Advice Letter 5687-E to update its proposed 2026 rates using additional October actual data. According to CalCCA's analysis, the adjustments from the amended October forecast were minimal. PCIA rates for Vintages 2021 through 2024 decreased by approximately \$0.0004 per kWh, while bundled generation rates increased by about \$0.001 per kWh. These changes were primarily driven by updated PABA year-end balances, including reductions in the Legacy UOG and 2021 vintage balances.

Although the November adjustments were small, the rate outlook is still evolving. SCE has already announced that another update will be issued by the end of December 2025, and that filing will determine the actual 2026 rates. Until SCE completes its full sequence of updates, both bundled generation rates and PCIA charges remain subject to change.

Revenue Deferral Transfer

As planned in the FY2025/26 Budget, OCPA will utilize the \$45 million in previously deferred revenue from FY2023/24 - \$15 million in FY2024/25 and \$30 million in FY2025/26 - to help offset the anticipated revenue shortfall. This shortfall is primarily driven by the continuation of the 2024 rate design in 2025 and the City of Irvine's shift from 100% Renewable Choice to Basic Choice. This strategic use of deferred revenue aligns with the Board-approved Rate Stabilization Policy and serves as a key financial tool to support long-term rate stability and affordability. By

proactively reallocating these funds, OCPA strengthens its ability to manage financial risks, stabilize rates, and protect customers from market volatility.

2024 Power Content Label Mailer

OCAPA distributed the Power Content Label (PCL) reflecting OCPA's power mix and GHG emissions intensity related to our energy products to all customers this past month. Production of the mailer began shortly after the previous Board meeting with PCL mailers landing in mailboxes as early as Monday, November 24, 2025. The 2024 PCL mailer can be found on the website at <https://www.ocpower.org/resources/key-documents/>

Communications & External Affairs Updates

Communications

- The OCPA Community Advisory Committee has an opening for an at-large member, and our application was featured in this week's [Orange County Register Status Update](#) column. If you have any community members to recommend, please let me know or share the application and information with them directly. It is available on the [CAC page](#) of our website.
- The OCPA Battery Rebate Programs were featured on the [Drive Clean](#) website hosted by CARB. This program is also mentioned in the 2024 Power Content Label Mailer.
- The Orange County Iranian American Chamber of Commerce is hosting an awards gala where OCPA will be awarded the Community Impact & Mobility Leadership Award. They put out a press release that has been picked up in numerous publications, including the [National Law Review](#)
- The OCPA website has been updated to include a carousel at the top of the [homepage](#) that progresses through program offerings and the latest OCPA information. Currently in the carousel are tiles featuring an overview of OCPA, our battery storage rebate program, the OCPA incentive finder, joining Green P100NEERs, and OCPA coming soon to Fountain Valley.
- We are currently reviewing our new customer enrollment letters that are sent to new customers when they begin electricity service in our member cities. We will be updating the language to make it more straightforward and visually appealing, using other CCA mailers as a reference.
- [A news release](#) has been added to the OCPA website highlighting the successful audit of OCPA's FY24/25 financials.
- OCPA Community Engagement Manager Linda Kraemer was interviewed on the [One World Podcast](#) where she spoke about OCPA and highlighted our value proposition.

Community Engagement

- Staff met with the Facilities Director of Coast Community College District (CCCD) to discuss energy partnership opportunities in Fountain Valley.
- As part of OCPA's sponsorship of the Miss Fountain Valley scholarship competition, we provided a \$750 scholarship in the form of the Stewardship Award. It recognizes an

individual who exemplifies responsibility and commitment to making the world a better place.

- OCPA attended the [Green California Schools & Higher Education Summit](#) in Pasadena, where we were included in a panel featuring the Sustain OC Foundation and discussing their Sustainable Campus Challenge, which OCPA is sponsoring for 2025-2026. Staff attended the Campus Facilities Leadership Roundtable to learn about challenges and opportunities in implementing energy efficiency and decarbonization programs at college campuses, and attended a workshop by the California Environmental Literacy Initiative (CAELI), where we requested more information about resources and partnerships.
- Staff met with the Nex-Gen Subcommittee of the Fullerton Collaborative, which is assisting the new youth commission to plan a youth government day and a youth summit. The group is brainstorming ideas for the days, and we have suggested education around utilities and the work of OCPA to procure more renewable energy on behalf of customers. We will be following up to bring this idea to life.
- Staff is also working with a trainer in the Coastline Community College Regional Occupation Program (ROP) that is teaching a climate/sustainability class. We have scheduled a class visit for January 7th.
- Staff attended the Sustain SoCal holiday party, where we networked with multiple local organizations and businesses. We spoke with members of County Waste Management and Irvine city staff member Ryan Tenney regarding the [Mills dehydrator food compost machine](#) and its incorporation into city departments, as well as the possibility of OCPA supporting it through education upon launch.

External Affairs

- On November 4, OCPA presented an overview to the Placentia City Council and received direction to request the city's load data from SCE to produce a feasibility study. OCPA staff is in touch with City Staff to receive the proper documentation to move forward.
- Staff attended the OCBC Government Affairs Committee meeting with guest speaker Senator Kelly Seyarto, OCBC's Legislator of the Year. He spent a lot of time discussing statewide affordability challenges and regulatory pressures.
- Staff connected with Seal Beach Councilmember Ben Wong for an introductory conversation. He provided insights into the City's dynamics while being open to continuing the conversation around OCPA.
- Staff attended the Vision Makers breakfast hosted by the Santa Ana Chamber of Commerce, featuring OC Superintendent of Schools Dr. Stefan Bean. This event series provides a unique opportunity to learn about the speaker's background to form a deeper relationship with them in the community. Staff spoke with Dr. Bean after and mentioned OCPA is working with the OC Board of Education to develop a curriculum around clean energy, which he encouraged. His Chief of Staff offered to make introductions as needed.
- We attended the Veterans Day ceremony in the City of Fullerton, where we engaged with multiple city leaders.
- Staff also attended the OC Forum's Signature Housing discussion. We connected with a stakeholder at the Building Owners and Managers Association (BOMA) and will continue building this relationship to help as we roll out more customer programs.

Customer Programs

- Community Power Plan: The final draft is complete and will be presented to the OCPA Community Advisory Committee at their December 1st meeting.
 - Community Power Plan pilot program: We are working on a direct-to-renter program that offers quick, plug-in electric replacements for gas equipment that do not require landlord approval.
- Equitable Building Decarbonization Direct Install Grant: LA County is working through the California Energy Commission to get approval for the formal launch of the program. Staff have attended numerous onboarding calls and are working on securing a community outreach partner based on CBO proposals from an earlier RFQ.
- Energy Efficiency Kits: Of the original 1,500 inventory, we have 25 kits left in the Marketplace. We will be removing this program promotion from the Marketplace and adding a “low inventory” notification to the landing page on the OCPA website.
- Residential Battery Rebate Program: 35 applications have been approved for this program. The PCL mailer promotes this program, so we anticipate another increase in applications before the end of the year.
- Calpine Community Benefits Grant: We received 19 applications, and review has begun. We will be announcing the recipients in early 2026.

Human Resources Updates

Recruitment

- **Power Portfolio Manager**: The selected candidate has signed the offer, successfully cleared the background check, and is scheduled to start on December 1, 2025.
- **External Affairs Manager**: The position remains open. The first round of panel interviews will resume in the new year.
- **Data Analyst**: Recruitment for this role will resume in the new year.

Events & Stakeholder Outreach

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

City	Event & Meetings	Date	Time
Fullerton	Fullerton Collaborative	Monday, November 10, 2025	2:00 PM - 3:30 PM
Fullerton	Veterans Day Ceremony	Tuesday, November 11, 2025	10:30 AM - 12:30 PM
Buena Park	Buena Park Collaborative	Thursday, November 13, 2025	10:00 AM - 12:00 PM
Orange County (All)	CA Green Schools and Higher Ed Summit	Thursday, November 13, 2025	9:00 AM - 2:00 PM
Fullerton	ROAR Cultural Festival	Thursday, November 13, 2025	12:00 PM - 8:00 PM
Orange County (All)	Sustain SoCal Holiday Event	Wednesday, November 19, 2025	5:30 PM - 7:30 PM

Irvine	Irvine Chamber of Commerce Aspire Leadership Summit	Thursday, November 20, 2025	8:30 AM - 12:00 PM
Orange County (All)	Filipino American Chamber of Commerce - Gala and Awards Night	Friday, November 21, 2025	6:00 PM - 11:00 PM
Irvine	Healthy for the Holidays	Saturday, November 22, 2025	8:30 AM 3:30 PM
Fullerton	Tree Lighting	Friday, December 5, 2025	5:00 PM - 9:00 PM
Buena Park	Christmas Tree Lighting	Friday, December 5, 2025	6:00 PM - 8:00 PM
Irvine	Illuminate Irvine	Saturday, December 6, 2025	3:00 PM - 7:00 PM
Fountain Valley	FV Annual Tree Lighting	Saturday, December 6, 2025	4:30 PM - 8:00 PM
Orange County (All)	Holiday Party - Yalda Theme	Saturday, December 6, 2025	6:00 PM - 10:00 PM
Fountain Valley	Annual Member Meeting	Monday, December 8, 2025	N/A

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

City	Event & Meetings	Date	Time
Irvine	Fountain Valley Community Foundation Holiday Decorating Contest	Wednesday, December 10, 2025	N/A
Regional	Orange County Board of Supervisors Holiday Open House	Wednesday, December 10, 2025	11:30 AM - 1:30 PM
Orange County	ACCOC Holiday Mixer	Wednesday, December 10, 2025	5:30 PM - 8:30 PM

Attachments:

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

Attachment B – OCPA Contract Tracker as of September 30, 2025

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

Orange County Power Authority Contracts As of September 30, 2025												
No.	Vendor	Start Date	End Date	NTE Amount	Expenses recorded against contract	Amount for Work Performed and Invoiced but Not Yet Paid	Remaining NTE Amount	Notes	Contract Approved by the Board?	Contract Reported to the Board?	RFP to be issued?	
1	Best Best & Krieger	12/16/2020	See Notes	See Notes	2,804,012.04		See Notes	General Counsel, Financial & Power Procurement, Regulatory, Labor Related, and Special Legal Services. No NTE amount and contract end date. Costs are variable (time and materials).	Yes	Yes	RFP was issued on 2/24/2023 with one proposal rec'd on 3/17/2023. Pending for Board direction.	
2	Calpine Energy Solutions	9/14/2021	9/13/2026	See Notes	6,306,784.89		See Notes	Data Management & Call Center Services. NTE and Amount Paid depend on the number of active accounts during the month.	Yes			
3	Golden Communications	3/1/2024	2/28/2026	39,776.00	16,081.00		23,695.00	Digital Services - Strategic Marketing, Branding, Communications, and Public Education and Outreach Campaign/Program, Website Development Svc.		Yes		
4	Lakeview Business Center LLC (The Irvine Company)	2/19/2024	See Notes	See Notes	245,941.32		See Notes	New office lease 15310 Barranca Parkway, Irvine, CA 92618. The agreement was signed February 19, 2024 but the commencement date is approximately 22 weeks from that date. It is for 84 months (to end at the end of the month). The lease agreement does not have an NTE. The first 5 months are abated. Security deposit, 1st month rent and operating expense was paid in Apr-24.	Yes			
5	Littler Mendelson P.C.	2/22/2024	12/31/2025	94,900.00	15,187.50		79,712.50	Labor and Employment Legal Services		Yes		
6	Maher Accountancy	1/1/2025	12/31/2025	280,500.00	199,198.23		81,301.77	Accounting Service and Annual Financial Audit Support. Contract has been extended for 2025 with a 4.66% increase in the NTE amount (\$280,500).	Yes	Yes		
7	Newgen Strategies & Solutions	7/19/2023	6/30/2026	495,750.00	237,166.54		258,583.46	Rates Strategies, Budget and Projection Modeling, and FP&A Services.	Yes			
8	Orange County Printing Company/ R.R. Donneytley the DOT Corp. We Mail For You	8/1/2025	7/31/2027	260,000.00	29,930.02		230,069.98	Print House Services and Promotional Services. Three new contracts effective Aug 2025 to Jul 2027, include the option for the CEO to extend each agreement for up to 3 additional one-year terms, subject to satisfactory performance.	Yes			
9	Pacific Energy Advisors, Inc.	1/1/2025	12/31/2025	588,000.00	451,130.16		136,869.84	Portfolio Management Services; amended with 10% increased NTE for additional back-office support and feasibility study for potential new members. A new contract for 2025 with a NTE of \$588k has been approved by the board on 11/25/2024.	Yes	Yes		
10	Sorren CPAs P.C.	8/1/2025	7/31/2028	91,200.00	6,080.00		85,120.00	3-Year External Financial Audit Services.		Yes		
11	Reveille, Inc.	7/1/2023	6/30/2026	3,999,686.00	2,756,422.43		1,243,263.57	Strategic Marketing and Branding Material, PR and Social Media Support	Yes			
12	SDI Presence LLC	4/1/2024	3/31/2026	387,636.00	105,251.81		282,384.19	Managed IT Support	Yes			
13	Southern California Edison	3/28/2021	See Notes	See Notes	1,711,147.69		See Notes	CCA Service Agreement. Contract term from 3/28/2021 to CCA termination date. Billing provided by SCE is set forth in SCE's community choice aggregation tariff, as stated in SCE's Electric Rule 23 and SCE's rate schedules.		Yes		
14	The Energy Authority	4/1/2022	9/3/2026	770,960.00	665,256.15		105,703.85	Scheduling Coordinator, Day Ahead Load Forecasting, and CRR Management Services. Full Service from Commencement Date to 9/3/2026. Amendment to add the load forecast service for \$12,160.	Yes	Yes		
15	The Energy Federation/ AM Conservation	7/1/2023	6/30/2026	480,000.00	391,434.62		88,565.38	Online marketplace services for residential energy efficient products and smart home devices	Yes			
16	Amperon	5/1/2024	5/11/2026	122,000.00	106,500.00		15,500.00	Amendment to the long- and short-term load forecast services agreement for risk management: extends the term through 5/11/2026 and adds an NTE of \$62,000. The amendment also provides an option to extend the agreement for one additional year, bringing the total NTE to \$187,100.	Yes			
17	Gofarth & Marti, DBA GM Business interiors, a Corporation	5/1/2024	4/30/2026	275,000.00	270,299.54		4,700.46	Furniture for OCPA's new office. The Board approved the contract on 04/30/2024. Amendment to add NTE of \$25K in Aug 2024.	Yes	Yes		
18	The Energy Coalition	9/17/2024	9/17/2026	500,000.00	226,119.70		273,880.30	Develop the Community Power Plan, technical assistance, grant and program support for OCPA's customer programs	Yes			