

AGENDA

ORANGE COUNTY POWER AUTHORITY MEETING OF THE BOARD OF DIRECTORS

**Tuesday, March 1, 2022
10:00 a.m.**

This meeting will proceed as a teleconference meeting in compliance with waivers to certain provisions of the Ralph M. Brown Act provided for under California Government Code section 54953(e)(1)(A) in relation to the Covid-19 state of emergency and recommended social distancing measures. There will be no location for in-person attendance. The Orange County Power Authority is providing alternatives to in-person attendance for viewing and participating in the meeting. Further details are below.

Note: Any member of the public may provide comments to the Orange County Power Authority Board of Directors on any agenda item or on a matter not appearing on the agenda, but within the jurisdiction of the Board. Please indicate whether your comment is on a specific agenda item or a non-agenda item when requesting to speak. 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, join the Zoom meeting by computer, mobile phone, or dial-in number. Before or during each agenda item and non-agenda Public Comment, the Chair or Clerk will ask members of the public to join the queue to provide public comment. The queue will remain open for 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 on the agenda item. 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 through Zoom video conference or telephonically. 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. If you have anything that you wish to be distributed to the Board, please provide it via comments@ocpower.org, who will distribute the information to the Members.

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: 860 6101 9971

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **CONSENT CALENDAR**

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

1. **MINUTES FOR THE REGULAR BOARD MEETING OF FEBRUARY 8, 2022**

Recommended Action:

Approve as submitted.

2. **FINDINGS NECESSARY FOR REMOTE PARTICIPATION IN PUBLIC MEETINGS**

Recommended Action:

Declare that the findings made in Resolution No. 2022-02, "Resolution of the Orange County Board of Directors Making Findings Necessary for Remote Participation in Public Meetings" remain valid and applicable, so as to allow remote participation in public meetings for the next 30 days.

3. **UPDATE ANNUAL ENERGY USE AND VOTING SHARES**

Recommended Action:

Approve Updates to Annual Energy Use and Voting Shares.

4. **AUTHORIZE EMPLOYER "PICK-UP" OF MANDATORY EMPLOYEE CONTRIBUTIONS UNDER 401(a) PLAN**

Recommended Action:

Authorize employer "pick-up" of mandatory employee contributions under 401(a) plan

5. **REGULAR CALENDAR**

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

1. **APPROVE MARKETING AND COMMUNICATIONS AGREEMENTS WITH ZODIAC SOLUTIONS, REVEILLE, AND GOLDENCOMM**

Recommended Action:

1. Approve Marketing and Communications agreements with Zodiac Solutions, Reveille, and GoldenComm for a 2-year term.

2. Delegate execution of the agreement to the Chief Executive Officer.

2. APPROVE FISCAL YEAR 2021-2022 MID-YEAR OPERATING BUDGET

Recommended Action:

Approve Fiscal Year 2021-2022 Mid-Year Operating Budget

3. COMMUNITY ADVISORY COMMITTEE REPORT

Recommended Action:

Receive and File.

6. DIRECTOR COMMENTS

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. 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.

8. PUBLIC COMMENTS

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

9. 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. Late-arriving documents received during the meeting are available for review by making a verbal request to the Board Secretary in the Zoom meeting room.



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

February 8, 2022

1. CALL TO ORDER

Vice Chair Fred Jung called to order the regular meeting of the Orange County Power Authority Board of Directors at 10:01 p.m. on Tuesday, February 8, 2022.

The meeting was conducted using teleconference and electronic means consistent with public health orders and guidelines in California and in accordance with the Governor's Executive Orders. There was no location for in-person attendance. Due to the nature of the teleconference, all votes were cast via roll call. In an effort to protect public health, members of the public were able to provide live comments on agenda items using Zoom.

2. PLEDGE OF ALLEGIANCE

Director Khan led the Pledge of Allegiance.

3. ROLL CALL

Present:	Director Farrah N. Khan	City of Irvine
	Director Mike Posey	City of Huntington Beach
	Director Susan Sonne	City of Buena Park
Vice Chair Fred Jung	City of Fullerton	
Absent:	Chair Mike Carroll	City of Irvine
	Director Don Wagner	Orange County
Also Present:	Brian Probolsky	Chief Executive Officer
	Tiffany Law	Chief Financial Officer
	Ryan Baron	General Counsel, Best Best and Krieger

4. CONSENT CALENDAR

4.1 MINUTES FOR THE REGULAR BOARD MEETING OF JANUARY 11, 2022

Recommended Action:
Approve as submitted.

4.2 RESOLUTION MAKING FINDINGS FOR REMOTE PARTICIPATION IN PUBLIC MEETINGS

Recommended Action:
Adopt Resolution No. 2022-02: A Resolution of the Orange County Power Authority Board of Directors Making Findings Necessary for Remote Participation in Public Meetings.

4.3 QUARTERLY COMMUNITY ADVISORY COMMITTEE UPDATE

Recommended Action:

Receive and File.

4.4 ENERGY REGULATORY UPDATE

Recommended Action:

Receive and File.

4.5 FINANCIAL UPDATE – QUARTER END DECEMBER 31, 2021

Recommended Action:

Receive and File.

ACTION

Director made Posey a motion, seconded by Director Sonne:

To adopt the recommended actions on the Consent Calendar.

The motion carried by the following vote:

Ayes: Vice Chair Jung, Director Posey, Director Sonne, Director Khan

Nays: None

Absent: Chair Carroll, Director Wagner

5. REGULAR CALENDAR

AUTHORIZE OCPA TO JOIN CALIFORNIA COMMUNITY CHOICE ASSOCIATION (CALCCA) AS AN OPERATIONAL MEMBER

Beth Vaughan, CalCCA Executive Director, gave a presentation on CalCCA and answered questions.

Board members complemented Ms. Vaughan on the thoroughness and depth of her presentation and discussed the benefits of CalCCA membership.

ACTION

Director Posey made a motion, seconded by Director Sonne to:

Authorize OCPA to join California Community Choice Association (CalCCA) as an operational member.

The motion carried by the following vote:

Ayes: Vice Chair Jung, Director Posey, Director Sonne, Director Khan

Nays: None

Absent: Chair Carroll, Director Wagner

6. DIRECTOR COMMENTS

Director Khan was pleased that the CAC report was on the agenda and requested future reports from CAC members. She also requested that staff return with future staffing plans.

Vice Chair Jung responded that given that direction, staff will move forward in a timely manner.

7. STAFF REPORT

CEO Brian Probolsky announced:

- Most member agencies are defaulting to 100% renewables which means OCPA may be the greenest in California
- The first notifications to commercial customers are being mailed
- The Call Center launched at 8:00 a.m. that morning
- The social media accounts are live
- Two new team members were hired as business relationship managers

8. PUBLIC COMMENTS

Walter Nobrega spoke about the cost of OCPA offerings.

Shannin Ziemer noted the CAC report on the agenda, congratulated the Board for joining CalCCA, and spoke about having cleaner power.

Linda Kraemer of Climate Realty OC spoke about hiring.

Jose Trinidad Castaneda thanked the Board for their leadership, congratulated them for joining CalCCA, and a zero-carbon future.

9. ADJOURNMENT

At 11:41 a.m., Director Posey made a motion, seconded by Director Sonne to adjourn the meeting. Vice Chair Jung announced the next meeting would be held Tuesday, March 1, 2022, at 10:00 a.m. and declared the February 8, 2022, meeting adjourned.

Brian Probolsky, Secretary

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 4.2

To: Orange County Power Authority Board of Directors

From: Ryan Baron, General Counsel

Subject: Findings Necessary For Remote Participation in Public Meetings

Date: March 1, 2022

RECOMMENDED ACTION

Declare that the findings made in Resolution No. 2022-02, “Resolution of the Orange County Board of Directors Making Findings Necessary for Remote Participation in Public Meetings” remain valid and applicable, so as to allow remote participation in public meetings for the next 30 days.

BACKGROUND

AB 361 allows public agencies to hold fully or partially virtual meetings under certain circumstances, without being required to follow certain standard Ralph M. Brown Act teleconferencing requirements.

Under AB 361, a legislative body holding virtual meetings pursuant to AB 361 must make certain findings at least every thirty (30) days. Specifically, the legislative body must find that it has reconsidered the circumstances of the state of emergency and either of the following: (1) state or local officials continue to impose or recommend measures to promote social distancing, or (2) as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Based on current COVID-19-related circumstances, the Board can continue to make the required findings. Staff therefore recommends that the Board of Directors declare that the findings made in Resolution 2022-02 remain valid and applicable, so as to allow the Board of Directors and its subordinate legislative bodies to continue to exercise remote participation options under AB 361.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENT

Resolution No. 2022-02 a Resolution of the Orange County Board of Directors Making Findings Necessary for Remote Participation in Public Meetings.

RESOLUTION NO. 2022-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY POWER AUTHORITY MAKING FINDINGS NECESSARY FOR REMOTE PARTICIPATION IN PUBLIC MEETINGS

A. The Ralph M. Brown Act (“Brown Act”) requires, with specified exceptions, that all meetings of the governing body and all subordinate legislative bodies be open and public and that all persons be permitted to attend and participate.

B. The Brown Act contains provisions for remote participation in meetings by members of a legislative body subject to the existence of certain conditions and requirements.

C. Government Code section 54953(e) requirements include, but are not limited to, (1) the existence of a state of emergency declared by the California Governor pursuant to Government Code section 8625, and (2) state or local officials have imposed or recommended measures to promote social distancing.

D. On March 4, 2020, the Governor issued a Proclamation of State of Emergency in response to the COVID-19 pandemic and as of the date of this Resolution, the proclaimed state of emergency remains in effect.

E. On March 17, 2020, the Governor issued Executive Order N-29-20, which suspended and modified the remote participation requirements under the Brown Act to allow local legislative bodies to hold public meetings via teleconference.

F. On June 11, 2021, the Governor issued Executive Order N-08-21, which extended the provisions of N-29-20 concerning the conduct of public meetings through September 30, 2021. The Governor subsequently signed Assembly Bill 361 (Rivas, 2021) revising requirements for remote public meetings (“AB 361”).

G. In order to preserve public health and safety, the State Public Health Officer and Orange County Health Officer have issued various orders and guidance, as they may be amended from time to time, regarding COVID-19 prevention measures, which include references and a statement of support for social distancing recommendations. (*See, e.g., Guidance for Use of Face Coverings*, revised January 5, 2022; *COVID-19 Public Health Recommendations for Fully Vaccinated People*, dated October 28, 2021; *County of Orange Health Officer’s Orders and Strong Recommendations*, revised January 14, 2022).

H. In light of the foregoing, the Board of Directors desires to continue to have the flexibility to meet via remote participation for public meetings, as long as the state of emergency and social distancing recommendations continue, and that it and its legislative bodies shall be permitted to conduct their meetings by remote participation in accordance with Government Code section 54953(e), and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed by that section therein.

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

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Orange County Power Authority Board of Directors finds and declares for itself and each of its subordinate legislative bodies, as follows:

- a. A continued state of emergency, as declared by the State of California, continues to exist.
- b. The Board of Directors has reconsidered the circumstances of the state of emergency.
- c. State and local officials continue to impose or recommend measures to promote social distancing.
- d. The Orange County Power Authority promotes social distancing measures, including, without limitation, promoting and utilizing remote attendance options at Board of Directors meetings.

Section 3. The Board of Directors and any of its legislative bodies are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act or executive order, as such may be amended or promulgated from time to time.

Section 4. This resolution shall take effect immediately upon its adoption and apply to all Orange County Power Authority public meetings of its legislative bodies including those held during the state of emergency since the passage of and governed by AB 361.

PASSED AND ADOPTED at a meeting of the Orange County Power Authority Board of Directors held on February 8, 2022.


Secretary

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 4.3

To: Orange County Power Authority Board of Directors

From: Ryan Baron, General Counsel

Subject: Update Annual Energy Use and Voting Shares

Date: March 1, 2022

RECOMMENDED ACTION

Approve Updates to Annual Energy Use and Voting Shares.

BACKGROUND

Pursuant to OCPA’s Joint Powers Agreement (“JPA Agreement”), certain actions taken by a regular vote of the Board of Directors may be subject to a weighted vote, referred to as a “Voting Shares Vote.” Each member is afforded a Voting Share based on current OCPA membership and the annual retail electric use in each community. Section 3.9.3 of the JPA Agreement requires OCPA to update the Annual Energy Use and Voting Shares annually due to changes in annual retail electric load and additions or changes to OCPA members. Attachment A provides those updates to both Exhibits B and C based on load data received from Southern California Edison and San Diego Gas & Electric. The Annual Energy Use is based on currently available data. This is a routine update required by the JPA Agreement and is not considered an amendment to the JPA Agreement.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENT

Update to Exhibit B (Annual Energy Use by Jurisdiction) and Exhibit C (Party Voting Shares) of the Joint Powers Agreement.

EXHIBIT B
ANNUAL ENERGY USE BY JURISDICTION

Effective March 1, 2022

Jurisdiction	GWh (2021)
City of Buena Park	345
City of Fullerton	597
City of Huntington Beach	898
City of Irvine	1,670
County of Orange (unincorporated)	952
Total	4,462

**EXHIBIT C
PARTY VOTING SHARES**

Effective March 1, 2022

Jurisdiction	Voting Share
City of Buena Park	7.7%
City of Fullerton	13.4%
City of Huntington Beach	20.1%
City of Irvine	37.4%
County of Orange (unincorporated)	21.3%
Total	100.00%

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 4.3

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RECOMMENDED ACTION

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BACKGROUND

Pursuant to OCPA’s Joint Powers Agreement (“JPA Agreement”), certain actions taken by a regular vote of the Board of Directors may be subject to a weighted vote, referred to as a “Voting Shares Vote.” Each member is afforded a Voting Share based on current OCPA membership and the annual retail electric use in each community. Section 3.9.3 of the JPA Agreement requires OCPA to update the Annual Energy Use and Voting Shares annually due to changes in annual retail electric load and additions or changes to OCPA members. Attachment A provides those updates to both Exhibits B and C based on load data received from Southern California Edison and San Diego Gas & Electric. The Annual Energy Use is based on currently available data. This is a routine update required by the JPA Agreement and is not considered an amendment to the JPA Agreement.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENT

Update to Exhibit B (Annual Energy Use by Jurisdiction) and Exhibit C (Party Voting Shares) of the Joint Powers Agreement.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 4.4

To: Orange County Power Authority Board of Directors

From: Brian Probolsky, Chief Executive Officer

Subject: AUTHORIZE EMPLOYER “PICK-UP” OF MANDATORY EMPLOYEE CONTRIBUTIONS UNDER 401(a) PLAN

Date: March 1, 2022

RECOMMENDED ACTION

Authorize employer “pick-up” of mandatory employee contributions under 401(a) plan.

BACKGROUND

The Board of Directors adopted the OCPA Personnel Policies and authorized an employee benefits program in two parts for all employees at its December 21, 2021 and January 11, 2022 meetings.

As part of its Authorization, the Board reviewed and approved the general provisions and costs for mandatory 401(a) and voluntary 457(b) retirement plans.

Staff has been working with BBK ERISA Counsel and the Lincoln Financial Group (Lincoln) to design and implement the approved retirement plans, to be effective April 1, 2022.

ANALYSIS AND DISCUSSION

Under the advice of BBK ERISA Counsel the development and implementation of appropriate plan documentation requires a technical vote from the Board. Because the parties intend for the mandatory employee contributions to the 401(a) plan to be made on a “pre-tax” basis, IRS rules require specific Board adoption of a “pick-up” resolution in accordance with Internal Revenue Code section 414(h)(2) and Revenue Ruling 2006-43.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENT

Resolution 2022-03 Authorize Employer “pick-up” of mandatory employee contributions under 401(a) plan

RESOLUTION 2022 -03

**RESOLUTION OF THE BOARD OF DIRECTORS
OF ORANGE COUNTY POWER AUTHORITY
AUTHORIZE EMPLOYER “PICK-UP” OF MANDATORY EMPLOYEE
CONTRIBUTIONS UNDER 401(A) PLAN**

A. The Orange County Power Authority (“Employer”) is in the process of establishing a new 401(a) Plan (“401(a) Plan”) and a new 457(b) Plan (“457(b) Plan”), effective April 1, 2022;

B. The Employer’s staff has worked with the Plans’ new recordkeeper Lincoln Financial Group (“Lincoln”) to develop appropriate plan documents with terms and feature consistent with the Employee Benefits Program already approved by this Board;

C. Under the terms of the 401(a) Plan, amounts may be deducted from certain employees’ pay and contributed to the Plan as mandatory employee contributions (“Mandatory Contributions”);

D. In accordance with the terms of the 401(a) Plan, Mandatory Contributions have been treated as pre-tax for income tax purposes under section 414(h)(2) of the Internal Revenue Code (“Code”); and

E. The Employer wishes to confirm and continue such treatment by this formal action designating the Mandatory Contributions as Employer contributions for tax purposes under section 414(h)(2) of the Code.

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

Section 1. The Employer confirms the treatment of Mandatory Contributions under the 401(a) Plan as Employer contributions and pre-tax for income tax purposes under section 414(h)(2) of the Code;

Section 2. Mandatory Contributions, although deducted from the pay of certain employees, are hereby characterized, for tax purposes only, as Employer paid under section 414(h)(2) of the Code;

Section 3. Employees shall not have the option of choosing to receive Mandatory Contributions directly instead of having them paid by the Employer to the Plan;

Section 4. Mandatory Contributions picked up under this Resolution will be tax deferred as provided under section 414(h)(2) of the Code, Treasury Regulations or other guidance thereunder; and

Section 5. The actions taken by staff in designing and implementing the Plans are hereby confirmed and ratified, and that the executive staff are authorized to take all reasonable and necessary steps to carry out these resolutions.

PASSED AND ADOPTED at a meeting of the Orange County Power Authority Board of Directors held on March 1, 2022.

Secretary

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 5.1

To: Orange County Power Authority Board of Directors

From: Brian Probolsky, Chief Executive Officer

Subject: Approve Marketing and Communications Agreements with Zodiac Solutions, Reveille, and GoldenComm

Date: March 1, 2022

RECOMMENDED ACTION

1. Approve Marketing and Communications agreements with Zodiac Solutions, Reveille, and GoldenComm for a 2-year term.
2. Delegate execution of the agreement to the Chief Executive Officer.

DISCUSSION

On March 19, 2021 OCPA issued Request for Qualifications (RFQ) 21-002 for Marketing, Communications, Strategy, Public Education, and Digital and Graphic Design (Attachment D). The scope of work can be found on pages two through four. The RFQ was organized into five task areas including:

1. Branding, design, messaging and identity, website design, content development
 2. Community outreach and stakeholder engagement
 3. Marketing and advertising campaign
 4. Media relations and public affairs
 5. Project management/performance metrics

The RFQ was distributed to recipients via professional organization listservs, OCPA emails lists, and the interim OCPA website. Respondents were invited to bid on the full scope of services. A total of seven proposals were received by the April 2, 2021, deadline. Bids were reviewed and ranked for alignment with desired outcomes. OCPA Staff selected the team of Zodiac Solutions, LLC, Reveille, and GoldenComm based on their overall responsiveness.

OCPA Staff checked references and issued three contracts around May 2021.

Term and Task Areas. Staff is requesting approval of a two-year time and materials agreements with the team who has currently been providing services since May 2021, covering all task areas outlined above. The contracts are scheduled to begin in March 2022 and will conclude in two years, a timeframe which is anticipated to cover both pre-launch tasks through

all phases of customer enrollment and initial service of all customers.

Reasons for Selection. Among the finalist companies, the Zodiac, Reveille, GoldenComm team presented the greatest alignment with desired outcomes. The team was ultimately selected on the merits of their experience providing Media, Marketing, and Communications services, their ability to tailor their proposal to the needs specified in the RFQ. The team demonstrated an innovative approach to creative marketing and branding ideas. Their team showed passion and alignment with OCPA's values and a willingness to be flexible and nimble while working with OCPA during our critical start-up period.

Additional Information. It should also be noted each firm is located in Orange County and one or more are owned or operated by women, minorities, and veterans. Zodiac Solutions is a minority and veteran owned firm with decades of experience in the energy sector. Reveille is a woman-owned firm with broad experience in branding Orange County United Way, projects for Irvine Ranch Water District, and City of Hope. GoldenComm has three decades of web design and management experience for thousands of entities. This group came together on their own to reply to the RFQ and, since the selection of the team in May 2021, the team has achieved the following:

- Established a Brand Strategy and Roadmap
- Created the Logo Mark and Style Guide
- Designed the Corporate ID Kit to include business cards, letterhead, envelopes, notecards, presentation slide templates, email signature
- Launched the Website with continual news updates on the blog
- Launched social media is currently developing strategy for ongoing content and to build followers
- Developed the General Org Brochure, Community Presentation Deck and created a 90-day Marketing Communications Plan to get to launch
- Delivered a comprehensive Message Guide that is fueling future communications
- Launched a media relations program to include developing press releases, blog articles and have facilitated numerous media requests as well as planned and hosted the very successful Poisedon MOU press briefing on February 22, 2022
- Finally, they have coordinated directly with CalPine all of the necessary communication materials needed for launch as well as developed the creative for the direct mail program to communicate with Commercial businesses for launch

Since the RFQ and selection, the three firms have operated under Contracts within the Board-approved Delegated Contract Authority Policy (Attachment E). Staff is bringing this item to the Board for approval since it is anticipated that ongoing services provided by these firms in support of the commercial and residential launch would exceed the Delegated Contract Authority Policy. Therefore, Staff is requesting this approval to allow the team to provide an uninterrupted scope of services which are related to launch activities.

Contract Document. The Agreements (Attachment A-C) were developed by BB&K, OCPA's general legal counsel. It includes a detailed scope of work and description of each party's

compensation, billing rates, and obligations under the Agreements.

FISCAL IMPACT

Expenditures for year one of the Agreements will cross fiscal years. These funds are within previously approved FY 2021-2022 budget and have been included in the Draft FY 2021-2022 Mid-Year Budget to be approved by the Board today (March 1, 2022).

Services rendered during FY 2022-2023 (estimated \$460,000) and FY 2023-2024 (estimated \$260,000) will be included in future budgets, which will be subsequently brought to the Board for approval.

ATTACHMENTS

Attachment A: Zodiac Solutions, LLC Agreement

Attachment B: Reveille Agreement

Attachment C: GoldenComm Agreement

Attachment D: Request for Qualifications 21-002 for Marketing, Communications,
Strategy, Public Education, and Digital and Graphic Design

Attachment E: OCPA Policy 2 - Delegated Contract Authority Policy

**ORANGE COUNTY POWER AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“**Agreement**”) is made and entered into on March ____, 2022, by and between ORANGE COUNTY POWER AUTHORITY, a California joint powers authority (“**Authority**”) and Zodiac Solutions, LLC, a California corporation (“**Consultant**”). Authority and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional services required by Authority on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing technical services for the Authority’s community choice energy program, is licensed in the State of California, and is familiar with the plans of Authority.

B. Authority desires to engage Consultant to render such professional services for the implementation and launch of the Authority’s community choice energy 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 supply assist the Authority the implementation services necessary for the Project (“**Services**”). The Services are more particularly described in Exhibit A attached hereto, and which are stated in the proposal to Authority. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations.

1.2 Term. The term of this Agreement shall be from March 1, 2022 through February 29, 2024 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

2. Responsibilities of Consultant.

2.1 Control and Payment of Subordinates; Independent 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.

2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, attached hereto. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Authority shall respond to Consultant's submittals in a timely manner. Upon request of Authority, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

Rob Howard, CEO

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

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

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

2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub- contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from Authority, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subcontractors who is determined by Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to Authority, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

2.10 Insurance.

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

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

coverage:

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

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

2.10.3 Professional Liability. Consultant shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

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

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

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

(C) Workers’ Compensation and Employers Liability Coverage.

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

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

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

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and non-contributory basis for the benefit of Authority (if agreed to in a written contract or agreement) before Authority's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(ii) Consultant shall provide Authority at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to Authority at least ten (10) days prior to the effective date of cancellation or expiration.

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

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

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

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

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

2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by Authority. Consultant shall guarantee that, at the

option of Authority, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

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

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

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

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

3. Fees and Payments.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit B, attached hereto. The total compensation shall not exceed \$260,000 without written approval of Authority's Board of Directors. 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.

3.2 Payment of Compensation. Consultant shall submit to Authority a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Authority shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

3.4 Extra Work. At any time during the term of this Agreement, Authority may request that Consultant perform Extra Work. As used herein, “**Extra Work**” means any work which is determined by Authority to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Authority’s Representative.

4. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

5. **General Provisions.**

5.1 Termination of Agreement.

5.1.1 Grounds for Termination. Authority may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, 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.

5.2 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: Zodiac Solutions, LLC
Rob Howard, CEO
One Park Plaza, Suite 600
Irvine, CA 92614
(760) 273-5228
robert@zodiacllc.com

Authority: Orange County Power Authority
Brian Probolsky, CEO
P.O. Box 54283
Irvine, CA 92619
(949) 767-8700
bprobolsky@ocpower.org

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

5.3 Ownership of Materials and Confidentiality.

5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“**Documents & Data**”). Consultant shall require all subcontractors to agree in writing that Authority is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by Authority. Authority shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Authority’s sole risk.

5.3.2 Intellectual Property. In addition, Authority shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans,

specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“**Intellectual Property**”) prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

Authority shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Authority, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Authority.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Authority.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Authority further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Authority, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Authority.

5.3.4 Infringement Indemnification. Consultant shall defend, indemnify and hold Authority, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Authority of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

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

5.6 Indemnification.

5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Authority, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Authority or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Authority and its directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the

term of this Agreement, no member, officer or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**ORANGE COUNTY POWER
AUTHORITY**

ZODIAC SOLUTIONS, LLC

By : _____
Name: _____
Title: _____

By : _____
Name: _____
Title: _____

APPROVED AS TO FORM:

General Counsel

Exhibit A

SCOPE OF WORK

Communications and Public Education and Outreach Services

Scope and Budget: \$260,000 For the time period of March 1, 2022 – February 29, 2024

Zodiac Solutions, LLC will work collaboratively with the Orange County Power Authority (Authority) and any other identified consulting firms to create a fully integrated and cohesive strategic marketing, branding, communications, and public education and outreach campaign/program.

Zodiac Solutions, LLC shall provide the following services to the Authority:

- Lead outreach consultant management team for media relations, messaging, and development of collateral.
- Manage in collaboration with the Chief Executive Officer (CEO), staff and subcontractors to identify and manage milestones and deliverables.
- Assist OCPA with all areas of work specifically enumerated in Scopes of Work for Reveille and GoldenComm (or OCPA designee) including but not limited to:
 - Marketing Materials and Deliverables
 - Member Cities Customer Communication Assets
 - Prospective Cities Marketing Communication Assets
 - Custom Photography and Videography
 - Paid Media Expenses
 - Public Relations Services
 - Website development services
 - Digital marketing services
- Perform other on-call communications/marketing duties as assigned

Account Management

- Weekly client team meetings
- Weekly internal team meetings
- Monthly activity reports (results for work performed)

Exhibit B

COMPENSATION AND BILLING RATES

Assistant \$75
Project Manager \$200
Principal \$300

**ORANGE COUNTY POWER AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“**Agreement**”) is made and entered into on March ____, 2022, by and between ORANGE COUNTY POWER AUTHORITY, a California joint powers authority (“**Authority**”) and Reveille, Inc., a California Corporation (“**Consultant**”). Authority and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional services required by Authority on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing technical services for the Authority’s community choice energy program, is licensed in the State of California, and is familiar with the plans of Authority.

B. Authority desires to engage Consultant to render such professional services for the implementation and launch of the Authority’s community choice energy 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 with consulting services necessary to fully and adequately assist the Authority with regard to 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 March 1, 2022 through February 29, 2024 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

2. Responsibilities of Consultant.

2.1 Control and Payment of Subordinates; Independent 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.

2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit B attached hereto. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Authority shall respond to Consultant's submittals in a timely manner. Upon request of Authority, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.3 Approval. All Services provided by Consultant under this Agreement shall be approved by Authority.

2.4 Substitution of Key Personnel. Consultant has represented to Authority that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence at its discretion. In the event that Authority disapproves of any of the Consultant's substitution of key personnel, Authority shall give Consultant written notice thereof and the reasons for such disapproval; in that event, if the parties cannot agree on such substitution, then Authority shall be entitled to terminate this Agreement on 14-days written notice, provided all payments hereunder to Consultant have been fully paid. Any personnel of Consultant who fail or refuse to perform the Services in a manner reasonably acceptable to Authority, or who are reasonably determined by the Authority to be completely uncooperative, incompetent, or a threat to the safety of persons or property shall be promptly removed from the Project by the Consultant at the written request of the Authority. The key personnel for performance of this Agreement are as follows:

Brenda Springer, CEO
Emilie Perkins, Vice President
Summer Yates, Associate Creative Director
Luke Hodson, Art Director
Betsy Stevenson, Content Strategist
Kristin Scheithauer, Account Manager
Gina Martin, Project Manager
Brenda Deeley, Communications Strategist (sub-contractor)

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

2.6 Consultant's Representative. Consultant hereby designates **Brenda Springer** or his or her designee, to act as its Representative for the performance of this Agreement ("**Consultant's**

Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

2.7 Coordination of Services. Consultant agrees to work closely with Authority staff in the performance of Services and shall be available upon reasonable notice to Authority’s staff, consultants and other staff at all reasonable times during office hours i.e., 8am to 5 pm.

2.8 Standard of Care; Performance of Employees. Consultant and all its personal shall use best efforts to perform services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized by consultants in the same discipline in the State of California. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals 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.

2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance its Services, including all Cal/OSHA requirements, and shall give all notices to its personnel as required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services provided to Authority. If the Consultant performs any work for Authority 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 for its Services hereunder arising out of any failure or alleged failure to comply with such laws, rules or regulations.

2.10 Insurance.

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

2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of Services provided to Authority under this Agreement by the Consultant, its agents, representatives,

employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

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

2.10.3 Professional Liability. Consultant shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by

one insured against another; or (3) contain any other exclusion contrary to the Agreement.

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

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

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

(C) Workers’ Compensation and Employers Liability Coverage.

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

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

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

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

(ii) Consultant shall provide Authority at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to Authority at least ten (10) days prior to the effective date of cancellation or expiration.

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

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

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

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

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

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

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

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

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

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

3. Fees and Payments.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit B, attached hereto. The total compensation shall not exceed FIVE HUNDRED AND NINETY THOUSAND DOLLARS (\$590,000) without written approval of Authority's Board of Directors.

Authority may require Consultant to provide additional Services as described below, and shall provide Consultant with written approval; payment for such additional Services, if authorized by Authority shall be paid at the same rates and manner set forth in this Agreement, unless agreed otherwise in writing and signed by both Parties.

3.2 Payment of Compensation. Consultant shall submit to Authority a monthly itemized statement which sets out the 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 no less than 30-days of receiving such statement, review such statement and pay all approved charges thereon. In the event that Authority disputes any charges as to Services under any statement, it shall promptly (*i.e.*, no less than seven (7) days from receipt of such statement) notify Consultant in writing thereof, and the reason for such dispute; however, Authority shall pay all remaining approved charges within the time frame set out above. For any late payment under any statement, Authority shall be liable for and shall pay Consultant 1% interest per month thereon until paid in full.

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

3.4 Extra Work. At any time during the term of this Agreement, Authority may request in writing that Consultant perform Extra Work, at Authority's sole cost and expense. As used herein, "**Extra Work**" means any Services by Consultant 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 be compensated and paid for such Extra Work, pursuant to paragraphs 3.1 and 3.2 above.

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. Upon reasonable written notice by Authority to Consultant, Consultant shall allow a representative of Authority during normal business hours (8am to 5 pm) to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

5. **General Provisions.**

5.1 Termination of Agreement.

5.1.1 Grounds for Termination. Either Party may, by written notice to the other Party, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least 21-days before the effective date of such termination. Upon termination, Consultant shall be compensated for all rendered to Authority up to the date of such termination, and Consultant shall be entitled to no further compensation.

5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, and provided Consultant has been fully compensated by Authority for all Services provide hereunder, Authority may request Consultant to provide all finished or unfinished Documents and Data and other information of any kind relating to Services provided by Consultant under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

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

Consultant: Reville, Inc.
Brenda Springer, CEO
1931 Newport Blvd.
Costa Mesa, CA 92626
(949) 689-8023
brenda@revilleinc.com

Authority: Orange County Power Authority
Brian Probolsky, CEO
P.O. Box 54283
Irvine, CA 92619
(949) 767-8700
bprobolsky@ocpower.org

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

5.3 Ownership of Materials and Confidentiality.

5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared or provided by Consultant for Services under this Agreement (“**Documents & Data**”).

Consultant shall require all subcontractors to agree in writing that Authority is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by Authority. Authority shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Authority's sole risk.

5.3.2 Intellectual Property. In addition, Authority shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("**Intellectual Property**") prepared or developed by or on behalf of Consultant under this Agreement for Services provided to Authority as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant for Authority under this Agreement.

Authority shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement; provided, however, Authority has paid Consultant for Services relating to such Intellectual Property Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon reasonable request of Authority and subject to the provision herein

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Authority.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Authority further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the

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

5.3.4 Infringement Indemnification. Consultant shall defend, indemnify and hold Authority, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Authority of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

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

5.6 Indemnification.

5.6.1 To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, suits, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its, officers, directors, shareholders, employees, subcontractors or consultants in connection with Services provided by Consultant under this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid claims, suits, causes of action or other legal proceedings of every kind that may be brought or instituted against Authority, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Authority or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Authority and its directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials,

officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.

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

5.8 Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to its choice of law principles. Jurisdiction and venue shall be in Orange County, California.

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

5.10 Authority's Right to Employ Other Consultants. Authority reserves right to employ other consultants in connection with this Project, but not for the provision of those Services to be provided by Consultant under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**ORANGE COUNTY POWER
AUTHORITY**

REVEILLE, INC

By : _____
Name: _____
Title: _____

By : _____
Name: _____
Title: _____

APPROVED AS TO FORM:

General Counsel

Exhibit A

SCOPE OF WORK

Marketing Materials and Deliverables

Scope and Budget: \$220,000

Reville will provide strategic counsel, design and content creation in the delivery of quality marketing communications to support the organization's efforts in securing prospective member cities as well as establishing new member city customer communication. The scope entails the following:

Member Cities Customer Communication Assets

- Direct Mail Campaign
 - Two postcards
 - Two letters

Timing

- Commercial Customer Communication for Member Cities
 - Irvine, Buena Park, Huntington Beach and Fullerton (April 2022)
 - Orange County Unincorporated Areas (2023)
- Residential Customer Communication for Member Cities
 - Irvine, Buena Park, Huntington Beach and Fullerton (October 2022)
 - Orange County Unincorporated Areas (2023)

Prospective Cities Marketing Communication Assets

In order to support the community education efforts of the OCPA team as they work to bring on new member cities, Reville will provide the following marketing communications services:

Marketing materials include but are not limited to:

- **Presentations** (estimated at 20-40 hours)
- **Brochure** (estimated at 40-50 hours)
- **Fact Sheet** (estimated at 5-7 hours)
- **Single Ad** (estimated at 10-15 hours)
- **Advertorial** (estimated at 5-7 hours)
- **Flier** (estimated at 5-7 hours)

The following items are included in the development of each marketing asset:

- **Strategy:** Deliver creative brief including content strategy/outline, with 2 rounds of revision
- **Copywriting:** Deliver copy for each asset, with 2 rounds of revisions
- **Design:** Deliver highly visual designs for each asset, with 2 rounds of revisions
- **Customization (optional):** Customized versions of file types can be created upon request

Custom Photography and Videography

Scope and Budget: \$60,000

Custom photography and videography to be used in marketing assets, social media and public relations purposes. Reveille to oversee the production of custom photography and videography with our preferred sub-contractors. A scope of work will be provided for approval for each project as assigned.

Public Relations Services

Scope and Budget: \$310,000

Reveille will prepare a strategic public relations plan that includes media relations, digital content and thought leadership, social media support and issues management.

Media Relations

- Editorial/story calendar
- Key messages
- Fact sheets
- News releases (e.g., new member and Board announcements, partnership announcements, workshops, new hires)
- Pitches
- Media events (e.g., deskside briefings, media briefings, press conferences)
- Briefing sheets (for media interviews)
- Letter to the editor
- Op-eds
- Bylined articles
- Photography and video direction for media use
- Pitching, distribution of media materials, facilitation of interviews and cultivation; follow up as required for securing placements
- Media coverage reports

Digital Content

- Produce blog posts highlighting news and announcements
- e-Newsletters as needed

Social Media

Reveille to provide social media consultation, strategy, content management and audience engagement to include:

- Developing the strategy that includes a geo-targeted paid strategy in communities where OCPA has and/or is launching service
- Establish a brand voice and visual footprint by providing 12 social media posts each month that include captions as well as image/graphic support for these allocated posts
- Manage and run a paid social campaign in geo-targeted communities

Issues Management/Corporate Reputation

Reveille will provide strategy counsel and develop communications, as needed.

Account Management

- Weekly client team meetings
- Weekly internal team meetings
- Monthly activity reports (results for work performed)
- Reporting for coverage and social media analytics

Exhibit B

COMPENSATION AND BILLING RATES

Assistant	\$75
Account Coordinator	\$150
Account Executive	\$175
Account Manager	\$200
Design/Copywriting	\$225
Strategy Consultants	\$225
Senior Management	\$250
Principal	\$300

**ORANGE COUNTY POWER AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“**Agreement**”) is made and entered into on March __, 2022, by and between ORANGE COUNTY POWER AUTHORITY, a California joint powers authority (“**Authority**”) and Golden Communications, Inc. a Corporation (“**Consultant**”). Authority and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional services required by Authority on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing technical services for the Authority’s community choice energy program, is licensed in the State of California, and is familiar with the plans of Authority.

B. Authority desires to engage Consultant to render such professional services for the implementation and launch of the Authority’s community choice energy 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 supply assist the Authority the implementation services necessary for the Project (“**Services**”). The Services are more particularly described in Exhibit A attached hereto, and which are stated in the proposal to Authority. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations.

1.2 Term. The term of this Agreement shall be from March 1, 2022 through February 29, 2024 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

2. Responsibilities of Consultant.

2.1 Control and Payment of Subordinates; Independent 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.

2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, attached hereto. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Authority shall respond to Consultant's submittals in a timely manner. Upon request of Authority, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

Jason Lavin and Jessica Katz

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

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

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

2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub- contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from Authority, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subcontractors who is determined by Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to Authority, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

2.10 Insurance.

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

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

coverage:

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

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

2.10.3 Professional Liability. Consultant shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

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

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

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

(C) Workers’ Compensation and Employers Liability Coverage.

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

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

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

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and non-contributory basis for the benefit of Authority (if agreed to in a written contract or agreement) before Authority's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(ii) Consultant shall provide Authority at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to Authority at least ten (10) days prior to the effective date of cancellation or expiration.

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

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

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

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

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

2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by Authority. Consultant shall guarantee that, at the

option of Authority, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

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

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

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

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

3. Fees and Payments.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit B, attached hereto. The total compensation shall not exceed \$120,000 without written approval of Authority's Board of Directors. 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.

3.2 Payment of Compensation. Consultant shall submit to Authority a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Authority shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

3.4 Extra Work. At any time during the term of this Agreement, Authority may request that Consultant perform Extra Work. As used herein, “**Extra Work**” means any work which is determined by Authority to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Authority’s Representative.

4. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

5. **General Provisions.**

5.1 Termination of Agreement.

5.1.1 Grounds for Termination. Authority may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, 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.

5.2 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: Jason Lavin, CEO
Golden Communications
3420 Irvine Avenue
Newport Beach, CA 92660
(949) 574-5500
jlavin@goldencomm.com

Authority: Brian Probolsky, CEO
Orange County Power Authority
P.O. Box 54283
Irvine, CA 92619
(949) 767-8700
bprobolsky@ocpower.org

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

5.3 Ownership of Materials and Confidentiality.

5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“**Documents & Data**”). Consultant shall require all subcontractors to agree in writing that Authority is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by Authority. Authority shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Authority’s sole risk.

5.3.2 Intellectual Property. In addition, Authority shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and

source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“**Intellectual Property**”) prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

Authority shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Authority, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Authority.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Authority.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Authority further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Authority, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Authority.

5.3.4 Infringement Indemnification. Consultant shall defend, indemnify and hold Authority, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any

patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Authority of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

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

5.6 Indemnification.

5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Authority, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Authority or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Authority and its directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**ORANGE COUNTY POWER
AUTHORITY**

GOLDEN COMMUNICATIONS, INC.

By : _____
Name: _____
Title: _____

By : _____
Name: _____
Title: _____

APPROVED AS TO FORM:

General Counsel

Exhibit A

SCOPE OF WORK

WEBSITE DEVELOPMENT SERVICES

As the needs for OCPA's website evolve post-launch, the team is available to continue to support these growing needs. This includes planned items such as:

- Ongoing support and hosting.
- 3rd party systems integrations (e.g. Calpine).
- Email Service Provider integrations (e.g. automating newsletter sign-ups and drip campaigns).
- Ability to display content in multiple languages.
- Additional pages and content to support plan, city, and information expansion.

GoldenComm will be able to advise and execute on the best route to complete each project -- both from the technical implementation side and the user experience side. This will be accomplished by leveraging team members including:

- Project Managers
- UI/UX Specialists
- Designers
- Front/Back End Developers
- QA/QC
- Security Admins

DIGITAL MARKETING SERVICES

GoldenComm is ready to support OCPA in a variety of areas with digital marketing services. Our highly skilled **Online Marketing Group** is here to help you with all of your digital marketing needs. We handle the strategy, execution, monitoring and optimization of all digital efforts.

From a paid standpoint, GoldenComm will do research against the goal, campaign type, and targeting to recommend the total spend over the duration of the campaign. We estimate a minimum \$1K per persona in each paid campaign, with a minimum \$3K campaign commitment for a 1-month timeframe.

From an organic standpoint, GoldenComm can provide keyword research to make sure we are targeting the best content that coincides with searches. It's important to note that the organic success will take some time, while PPC can be important for any immediate traffic needs.

Areas of expertise include:

- **Search Engine Marketing (SEM) & Pay-per-Click (PPC)**
- **Social Media: Paid Ads and Organic Strategy** (video and image formats)
- **Analytics and Tracking**
- **Search Engine Optimization (SEO)** (onsite, offsite, markup, etc.)

Exhibit B

COMPENSATION AND BILLING RATES

PROFESSIONAL SERVICES/CONSULTING FEES

Not-to-exceed \$120,000* over the next 24 months – OCPA shall be billed a minimum retainer by GoldenComm of \$2,000.00 per month at the “Blended Hourly Rate – Retainer Basis”. Any work required over the time allotted in the \$2,000 monthly retainer will be quoted out and approved for billing by OCPA.

GOLDENCOMM’S RATE CARD

Position	Hourly Rate
Online Marketing Analyst	\$150
Web Development (Initiating, Planning, Executing, Controlling + Monitoring and Launch)	\$175
Senior Marketing Management	\$250
Principal	\$300
Blended Hourly Rate – Retainer Basis	\$150
Blended Hourly Rate – Time & Material	\$175

*Please note ad spend for any paid campaigns is a hard cost to OCPA and is not included in the not-to-exceed \$120,000 budget for professional services/consulting.

Request for Qualifications

No. 21-002

For

Marketing, Communications, Strategy, Public Education, Digital and Graphic Design

Issue Date: Friday, March 19, 2021

Response Deadline: 5:00 p.m. on April 2, 2021

Orange County Power Authority

P.O. Box 54283

Irvine, CA 92619-4283

I. Background

Orange County Power Authority (OCPA) is the new electricity provider for the cities of Buena Park, Fullerton, Huntington Beach, and Irvine all located with the boundary of Orange County. OCPA anticipates beginning service to customers in 2022 serving approximately 313,836 customer accounts and 4,355 GWh of annual load. For more information, please visit OCPA's temporary website at www.ocpower.org.

II. Scope of Services

We are seeking a lead firm to provide marketing and communications strategy and implementation services for Orange County Power Authority (OCPA). Branding and messaging services will also be needed so that the OCPA can educate residents within the service territory on Community Choice Energy (CCE) and the options that they will have before them prior to the 2022 launch. The successful Proposer(s) will need to assist with press/medial relations, public affairs, web and graphic design, and the utilization of various on-line platforms.

Finally, we seek assistance designing and implementing a public engagement strategy in collaboration with community stakeholders that would increase public awareness of OCPA within its member communities.

The services we seek in order of urgency are as follows:

1. Branding, design, messaging and identity, website design, content development
2. Community outreach and stakeholder engagement
3. Marketing and advertising campaign
4. Media relations and public affairs
5. Project management/performance metrics

The preference is to select a single firm to provide professional marketing, public affairs and design services for OCPA, but we reserve the right to select one or more firm depending on the needs of OCPA and the qualifications of the proposer(s). Your firm must have staff capable of meeting OCPA's service needs and would need to be able to mobilize the full complement of needed staff within days of award. To the extent that you lack specific expertise in any of the disciplines needed by OCPA, a professional team of subcontractors or associate firms could be assembled by the lead vendor to complement their technical expertise.

Under the direction of OCPA staff and in collaboration with other OCPA vendors, the selected firm(s) will develop, enhance, implement, and maintain a multi-faceted plan for building program awareness, engaging potential OCPA residential, commercial and industrial, customers, supporting the program website and design needs, promoting OCPA's product offerings with a goal of building brand and program awareness via a framework for the development of long-term community engagement for OCPA.

Tasks by service category may include but are not limited to the following:

A. Agency Branding, Design, Messaging and Identity

- Working with the existing program name, Orange County Power Authority, develop brand/logo, style guides, and create sub-brand names/logos for different power product offerings and programs.
- Working with staff and key leadership, develop core messaging for use on the website, in marketing materials, and for community presentations.
- Update and maintain a multi-functional, multi-lingual website that includes a rate calculator, ability to opt-out of the program and other interactive features.
- Develop and maintain social media presence for OCPA using existing platforms in OCPA member communities (e.g. Facebook, Instagram, Twitter, Nextdoor, etc.)
- Develop/update program collateral including FAQs, program brochures, fact sheets, event give aways, and power point templates as needed.
- Develop one or more short informational videos for use on OCPA's website, social media and at community meetings.

B. Community Outreach and Stakeholder Engagement:

- Develop a communications and outreach plan detailing the methods and timing of various local communications strategies including the integration of a media and advertising campaign as outlined below.
- At the direction of OCPA staff, work with member cities to support local stakeholder and public outreach which may include but is not limited to meetings with key stakeholder groups, public workshops/webinars, local presentations, event tabling, newsletter articles, and other key outreach/engagement activities. Team members with varied cultural backgrounds and multi-lingual skills will be a key component of this effort.
- Develop and maintain an OCPA list-serve to facilitate outreach/engagement activities. Refine/expand use of regular e-newsletters and information blasts to OCPA's list-serve and other local communication outlets.
- Sub-contract with community-based organizations to build local capacity and augment OCPA's efforts to carry out outreach and engagement activities. The goal is for OCPA to build and deepen relationships with its member communities to inform about OCPA's programs and to build a sense of "community ownership" with OCPA as a local service provider.

C. Marketing and Advertising Campaign:

- Development multi-lingual and multi-cultural advertising campaign to raise public awareness of OCPA and its offerings; this will include both paid and earned media, print and digital, in a variety of mediums which could include local newspapers, on-line and social media , radio spots, billboards, bus backs/bus shelters, and other strategies to effectively reach future OCPA customers in a positive way
- Manage and conduct press outreach – schedule editorial board meetings, draft press releases, op-eds and news articles.

- Develop visual look, support content and maintain a regular social media presence for OCPA on Facebook, Twitter, Instagram, Nextdoor, etc.

D. Media Relations and Public Affairs

- The successful firm (or subcontractor within a team) should have an established and respected network of key influencer and press relationships within the Orange County region
- Develop and maintain a database for OCPA of local and regional press contacts
- Develop a press kit, draft press releases as needed, and develop a plan for regular press engagement and positive earned media
- Provide feedback and strategy support for OCPA leadership on public affairs and media relations related to CCA and OCPA.

E. Project Management/Performance Metrics:

- Participate in content and design meetings with OCPA staff, including weekly or bi-weekly project calls
- Provide presentations and project updates to OCPA Board and leadership as requested
- Provide flexible capacity to complete multiple design projects simultaneously during busy periods, and ability to rapidly ramp up or down the capacity dedicated to this contract to meet fluctuating client needs.

Work with staff to develop elements of performance metrics including but not limited to 1) positive, balanced press, 2) maintaining customer opt-outs at 5% or below.

F. Legislative Advocacy and Grant Management/Assistance

- Assist with bill tracking and legislative analysis
- Assist with legislative advocacy and support/opposition letter preparation
- Grant research, writing, application management, and reporting

III. Request for Qualifications Procedure

The RFQ will be submitted electronically to procurement@ocpower.org and must be received by 5:00 p.m. on April 2, 2021.

All responses must be received by the stated date and time in order to be considered for award. OCPA will not be responsible for and may not accept late proposals due to slow internet connection, or for any other electronic failure (including but not limited to information transmission and internet connectivity failures).

Submission Requirements

Your submission should include the following:

➤ **Cover Letter**

The cover letter should be brief (two pages maximum) and provide a short synopsis of the Proposer’s approach to completing tasks and delivering project products and services. Describe how the delivery of services will be provided. If a team arrangement is proposed, OCPA will recognize the integrity and validity of Proposer’s team provided that:

- The arrangements are clearly identified, and relationships are fully disclosed; and a primary (Lead) Proposer is designated who will be responsible for all contract performance.
- The signature of the individual authorized/obligated to commit the bidder to this project is included.
- In signing proposal, statement that the bidder agrees that the terms of the proposal and the costs as submitted are firm for a period of 120 days from proposal due date, unless otherwise negotiated with OCPA.
- The cover letter should also include:
 - o The RFQ number and title
 - o Name and addresses of proposing firms and/or individuals
 - o Phone and email address of sole or lead proposer
 - o Primary contact person

➤ **Table of Contents**

This section should include a clear identification of the materials by section and page numbers.

➤ **Qualifications and Experience**

- Proposer shall demonstrate expertise and experience with graphic design, web design and public communications campaign of this size, scope, complexity, and unique OCPA customer base. Preference will be given to proposers with previous experience working in the energy/sustainability field and/or for a community choice energy program (or similar type program) that has already launched in California.
- Proposers shall demonstrate experience with effective use of digital, video-based, and social media as well as more traditional methods of print, radio, and television media.
- Proposer shall demonstrate experience with multi-cultural communications campaigns and translation.
- Proposer shall have experience with content development, design, and management of direct mail on specific timelines.
- Experience working with local and regional press outlets, print shops, and mail houses is desirable.

➤ **Project Team Staffing**

Please include biographies and recent and relevant experience of key staff and management personnel who would be assigned to the project. Please describe coverage levels of employees who would be assigned to this project. Affirm that no employees working on the engagement with OCPA have ever been convicted of a felony.

➤ **Schedule**

Please include a detailed schedule which lists milestones and estimated completion dates of each of the tasks and sub-tasks listed in this RFQ.

- o Cost of Services

- The initial budget for this project will be limited and focused but not restricted to Service Category 1 (Branding, design, messaging and identity, website design, content development). Please provide a time and materials quotation in a format substantially similar to the following table for the appropriate staff necessary to execute task orders aligned within each of the service categories.

	Working Title/Name	Specialty	Billing Rate
Account Management			
Creative	Graphic Designer/Susan Jones	Create visual concepts layout production	\$50.00
	Senior Web Developer/Bill Smith	Design, build, websites and online apps	\$75.00
Media			
Digital			
Project Management			
Communications			
Strategy			
Legislative Advocacy			
Grant Application/ Management			

➤ **Company Overview**

Please provide the following for your company:

- Official registered name (Corporate, D.B.A., Partnership, etc.), address, main telephone number, and website.
- Primary key contact name, title, address, direct telephone number(s).
- Brief history, including year established, and relevant experience with other energy/sustainability/environmental campaigns.

➤ **References**

List at least three business references for which you have recently provided similar services. Include contact names, titles, phone numbers, and email addresses for all references provided.

- **Certificates of Insurance for the following coverages:**
 - Commercial General Liability – for bodily injury, property damage, and personal injury \$1,000,000 – each occurrence \$2,000,000 – in aggregate
 - Business Automobile Liability – “any auto” (Company Vehicles) – at least \$1,000,000
 - Personal Automotive Liability – “any auto” (Personal Vehicle) – at least \$500,000
 - Worker’s Compensation and Employer’s Liability (EPL) – injury or death, each accident at least \$1,000,000 (EPL not required for Sole Proprietor).

- **Statement of No-Conflict/Anti-Trust**

Please provide a statement that describes how proposer(s) will adhere to anti-trust and collusion laws while providing service to OCPA. Also provide a statement that confirms that proposer(s) and any subconsultants responding to this RFQ shall avoid organizational conflicts of interest which would restrict full and open competition in this procurement and subsequent procurements.

An organizational conflict of interest means that due to other activities, business units, relationships, or contracts that proposer(s) would be unable, or potentially unable, to render impartial assistance or advice to OCPA consistent with the requirements of California Government Code section 1090; or that a proposer(s) objectivity in performing the work is or might otherwise be impaired; or bidders have an unfair competitive advantage.

- **OCPA Rights**

Any award of a contract resulting from this RFQ will be based upon the most qualified proposer whose offer will be the most advantageous to OCPA in terms of cost, functionality, effectiveness in meeting goals and objectives, and other factors as specified elsewhere in this RFQ, as determined solely by OCPA decision makers. OCPA reserves the right to:

- Disqualify any and all proposals that are not submitted in accordance with the required format described in this RFQ
- Reject any and all proposals submitted
- Request additional information
- Issue Addenda to this RFQ
- Award all, part, or none of the work contemplated in this RFQ
- Remedy errors in the RFQ
- Cancel the entire RFQ
- Approve or reject the use of a subcontractors/supplier
- Negotiate with any, all, or none of the Proposers. If OCPA is unable to negotiate a final contract Terms and Conditions that are acceptable to OCPA, OCPA reserves the right to award the contract to another Proposer
- Award a contract to one or more Proposers

Orange County Power Authority
Policy Number 002: Delegated Contract Authority Policy

Purpose

It is in the interest of Orange County Power Authority (“Authority”) to establish administrative contracting procedures that facilitate efficient business operations for the Authority.

Policy

1. The Chief Executive Officer (“CEO”) is authorized as follows without prior Board approval:
 - a. To execute contracts of up to \$125,000 for goods and services; provided, however, that all new contracts in excess of \$50,000 shall be reported at the next regular Board meeting. This authorization does not include power supply or wholesale energy services. The Authority shall comply with all legal requirements applicable to the award of the contract, if any.
 - b. To increase the aggregate contract price of Board-approved non-energy contracts by no more than 10% of the original contract price over the life of the contract.
 - c. To delegate signature authority for purchases of goods or services to other Authority senior staff members up to the amount of \$50,000. Such delegation shall be memorialized in a written instrument signed by the CEO and maintained by the Authority.

2. Prior to signing any contracts requiring the expenditure of money, the individual signing shall ensure: (1) that all contract expenses have been budgeted for in the current Authority budget; (2) that adequate funds have been appropriated by the Board; (3) that such funds are unexpended, unencumbered, and sufficient to pay the expenses of the contract, and (4) that the contract has been reviewed and approved as to form and content by the General Counsel or his/her designee.

3. For any contracts, whether Board-approved or executed under delegated authority, the CEO is further authorized to exercise all rights and powers specified under the contract as belonging to the Authority, including, but not limited to, changes in original scope, authorization of subcontractors, amendments (provided that the amendment shall be consistent with the limits in this Policy), assignment, insurance, termination, and to perform other acts related to the delivery of non-energy goods and services under the contract.

Exception: For scope changes to Board-approved contracts, any core programmatic changes of more than 25% of the original scope shall be approved by the Board.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 5.2

To: Orange County Power Authority Board of Directors

From: Brian Probolsky, Chief Executive Officer
Tiffany Law, Chief Financial Officer

Subject: Approve Fiscal Year 2021-2022 Mid-year Operating Budget

Date: March 1, 2022

RECOMMENDED ACTION

Approve Fiscal Year (“FY”) 2021-2022 Mid-Year Operating Budget.

BACKGROUND

OCPA is currently in a startup phase as we plan and prepare for the Phase 1 Commercial Services launch in April 2022, the final fiscal quarter of the FY 2021-2022 budget year. The Board approved the FY 2021-2022 budget at the June 22, 2021 meeting.

FY 2021-2022 MID-YEAR OPERATING BUDGET OVERVIEW

(\$ in thousands)	Approved Budget FY2021/22	% of Rev	Mid-Year Budget FY 2021/22	% of Rev	Change \$	Change %
Period Ending Jun 30						
REVENUE AND OTHER SOURCES						
Revenue - Electricity Base	35,475		38,511	86.8%	3,036	8.6%
Revenue - Smart Choice Premium			722	1.6%	722	0.0%
Revenue - 100% Renewable Premium			5,696	12.8%	5,696	0.0%
Less: Uncollectible Accounts		0.0%	(562)	(1.3%)	(562)	0.0%
Net Revenue - Electricity	35,475	100.0%	44,367	100.0%	8,892	25.1%
Total Net Revenue and Other Sources	35,475	100.0%	44,367	100.0%	8,892	25.1%
EXPENDITURES AND OTHER USES						
CURRENT EXPENDITURES						
Cost of Energy	26,632	75.1%	40,816	92.0%	14,184	53.3%
Data Manager	96	0.3%	0	0.0%	(96)	(100.0%)
Utilities Service Fees	10	0.0%	14	0.0%	4	38.4%
Staffing Costs	1,262	3.6%	1,522	3.4%	260	20.6%
Contract Services	903	2.5%	1,137	2.6%	234	25.9%
Legal Services	354		800	1.8%	446	126.0%
Marketing and Customer Enrollment	458	1.3%	433	1.0%	(25)	(5.5%)
Other G&A	402	1.1%	201	0.5%	(201)	(50.0%)
	30,117	84.9%	44,922	101.3%	14,805	49.2%
DEBT SERVICE						
Interest and finance costs - nonoperating	858	2.4%	149	0.3%	(709)	(82.6%)
Total Expenditures and Other Uses	30,975	87.3%	45,072	101.6%	14,097	45.5%
Net Income (Surplus/Deficit)	4,500	12.7%	(704)	(1.6%)	(5,204)	(115.7%)

Key Statistics:

Total Load (MWh) - Retail	468,334
\$/MWh - Net Electricity Sales	\$ 94.73
Total Load (MWh) - Wholesale	496,434
\$/MWh - Cost of Energy	\$ 82.22
Net Margin	(704)
Net Margin %	(1.6%)

FY 2021-2022 MID-YEAR OPERATING BUDGET ANALYSIS

The detailed mid-year budget adjustments since the approval of the FY 2021-2022 budget are as follows:

Net Revenue - Electricity

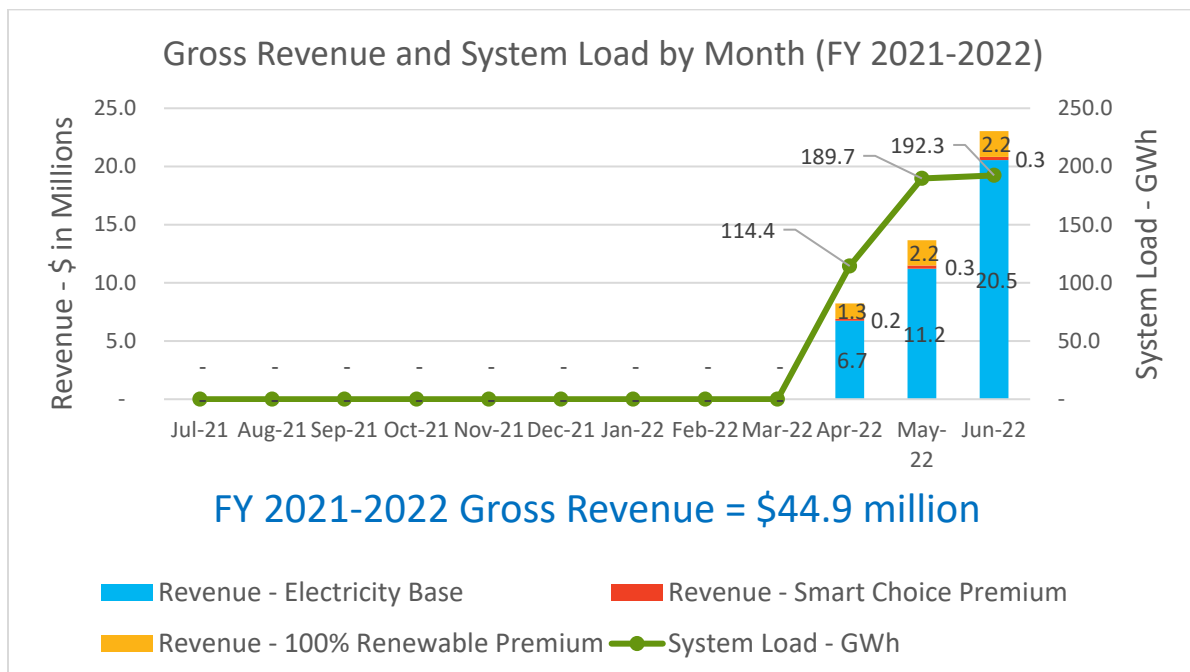
There are many variables that can impact FY 2021-2022 expected revenue such as default product selection by the member agencies, demand forecast, and changes in Southern California Edison's ("SCE") generation rates and Power Charge Indifference Adjustment ("PCIA").

As of June 30, 2022, revenue is forecasted to be \$8.9 million higher than expected due in large part to the unexpected adoption of 100% Renewable Choice and Smart Choice products as the default by the following member agencies:

1. Buena Park: 100% Renewable Choice across the board
2. Fullerton: Residential and Commercial Accounts will default to Smart Choice. Municipal accounts will default to Basic Choice
3. Huntington Beach: 100% Renewable Choice across the board
4. Irvine: 100% Renewable Choice across the board

In mid-February 2022, SCE announced an increase in generation rates and a reduction in PCIA rates effective March 1, 2022. Both actions will lead to an increase of OCPA revenue. The average SCE generation rates in 2022 are projected to be about 17.9% or 1.2 cents per kWh higher than 2021 (which was used as the projected SCE generation rates for the approved FY 2021-22 budget), whereas the PCIA is projected to be about 48% or 0.9 cents per kWh lower than 2021 (which was used as the projected SCE PCIA for the approved FY 2021-2022 budget).

The projected launch rates in 2022 assume Basic Choice set at parity with SCE rates, plus adders of 1 cent per kWh for Smart Choice and 1.5 cents per kWh for 100% Renewable Choice customers respectively, reduced by an assumed rate of uncollectible revenues of 1.25%. Forecasted gross revenue (prior to uncollectible accounts) for FY 2021-2022 is \$44.9 million and begins in April 2022 as shown in the graph below. Base revenue consists of Basic Choice, Smart Choice and 100% Renewable customers except for the rate premiums for Smart Choice and 100% Renewable.

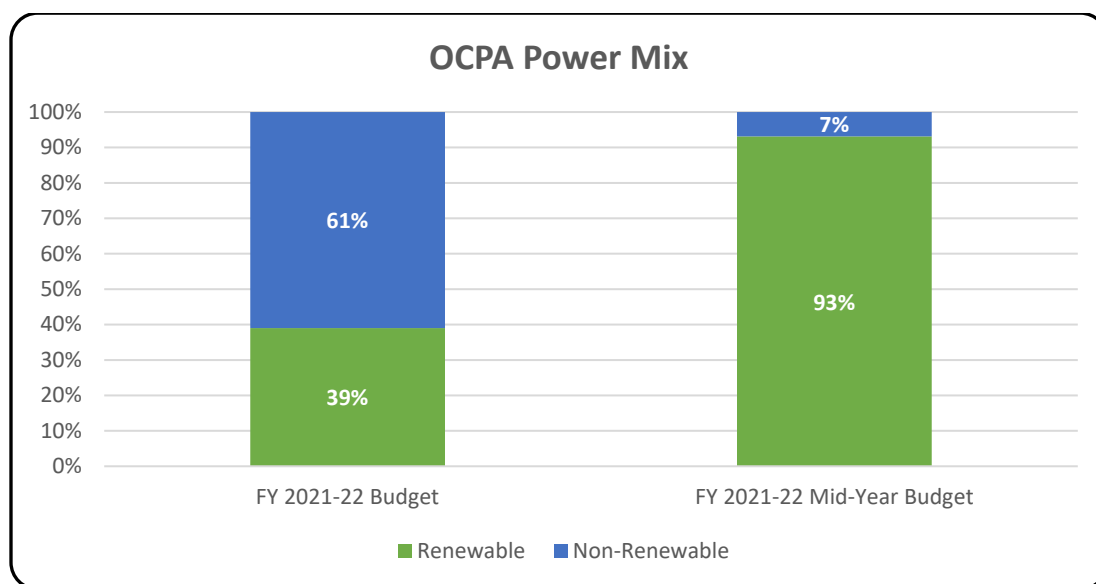


Cost of Energy

Energy consumption is estimated to be 496 GWh, reduced by system and distribution system losses of 6%. Energy cost consists of two components – Energy and Resource Adequacy. The Energy cost component includes system energy, eligible renewables, and carbon free attributes, which are estimated at \$35.1 million or 86% of the total cost of energy. The Resource Adequacy component is forecasted at \$5.7 million or 14% of the total cost of energy.

As of June 30, 2022, cost of energy is projected to be \$14.2 million higher than expected due to higher projected market prices and the need to purchase higher renewable energy content products to serve additional 100% Renewable Choice and Smart Choice customers. Additionally, certain OCPA energy contracts have a levelized price (a single, fixed \$/MWh) for the entirety of each calendar year. These levelized prices increase power costs during the spring relative to the monthly prices assumed in the budget and reduce power costs during the summer. Consequently, costs for the April to June 2022 period of the fiscal year are higher than projected, and the benefit of the levelized price for calendar year 2022 will be recognized in FY 2022-2023.

As shown in the graph below, the anticipated renewable energy content has increased from 39% to 93% during FY 2021-2022:



As of February 2022, energy prices are hedged for about 75% of expected consumption. Therefore, changes in market price, forecast accuracy, unusual weather, and regulatory risks are likely to cause further deviations from the current forecast.

For solar customers, OCPA’s Net Surplus Compensation (“NSC”) rate is set at 10% above SCE’s NSC rate. The forecasted total payout amount from April to June 2022 for OCPA Net Energy Metering (“NEM”) customers is estimated at \$225k.

Data Manager and Utilities Service Fees

OCPA contracts with Calpine Energy Solutions for data management, billing, and call center operations services. The data management fees are based on a monthly fixed fee plus a fixed price per meter per month. Such fees will be waived from April to June 2022 due to the \$1.75 million waiver of service fees clause in the contract. Service fees paid to SCE are based on charges per account per month for meter data posting and customer billing processing charges.

Staffing Costs

The FY 2021-2022 proposes 14 full-time positions across the organization including executive, finance and data analytics, power services, communications, outreach and energy programs, and administrative services. The impact of total staffing costs is projected at \$1.5 million or 3.4% of revenue as of June 30, 2022.

Contract Services

Contract Services include the following professional support services:

- Accounting: day-to-day accounting services and an annual external financial audit performed by an independent auditor
- Administration: board clerk and human resources support services
- Finance: credit facility and lockbox agreement financial advisory, rate design, and data analytics consulting support
- Power Procurement: power procurement and risk management support, integrated resource and implementation plan services, scheduling coordination and dispatch services, load forecasting, market monitoring and congestion revenue rights, and CAISO settlements and reporting services

As of June 30, 2022, contract services are forecasted to be \$234k higher than anticipated due to the actual and projected workload.

Legal Services

Legal Services include general counsel and special counsel representation of OCPA, power supply procurement transactional and negotiation support, support for regulatory and legislative advocacy, credit facility and lockbox agreements review and negotiation services, and Public Records Act (“PRA”) support.

As of June 30, 2022, legal services are forecasted to be \$446k higher than anticipated primarily due to a number of PRA requests, non-legal services such as Board Clerk support during the first six months of the fiscal year, and legal support regarding other unanticipated matters. There will be an expected increase in legal expenses to support the voluntary allocation and market offer (“VAMO”) process with Southern California Edison (“SCE”) and San Diego Gas & Electric (“SDG&E”) and long-term renewables portfolio standard (“RPS”) negotiations from February to June 2022.

It is not unusual for legal and other professional support services to be higher than the original estimate during the year in which a CCA is commencing operations due to a heavier reliance on professional support as the management team is brought on board and key policies are adopted and put in place. The policies that are adopted, such as the power mix, may also result in additional work. There also tends to be higher than usual public and media interest in management and policy decisions as the future operation of the CCA takes shape. In the case of OCPA, community interest has been significant, resulting in substantial time and effort responding to public inquiries and PRA requests. Negotiation with financing parties and energy providers, both with respect to legal and business terms, takes longer as master agreements, enabling terms and relationships are put in place that will become self-executing over time under the supervision of management.

Marketing and Customer Enrollment

Marketing and Customer Enrollment include the following support services:

- Customer enrollment notification mailers and postage
- Strategic outreach and marketing efforts such as OCPA website and collateral development
- Social media and video development to promote brand name

- Customer engagement, member agencies support, needs of residents and businesses, and reaching underserved communities
- Sponsorships, advertisements, working with press/media outlets to share OCPA value to the community

As of June 30, 2022, marketing and customer enrollment costs are slightly lower than anticipated by \$25k due to reduced customer enrollment notification cost.

Other General & Administrative

Other General & Administrative include ordinary business expenses such as rent, information technology equipment and software, liability insurance, membership dues, bank fees, office supplies, conferences, travel, business meals, and miscellaneous operational expenses.

As of June 30, 2022, other general & administrative costs are lower primarily due to lower rent and miscellaneous operational expenses.

Interest and Finance Costs - Nonoperating

Interest and Finance Costs are lower due to lower utilization of the line of credit facility.

FISCAL IMPACT

The recommended FY 2021-2022 Mid-Year Operating Budget anticipates a decrease in net operating position of \$5.2 million compared to the initial approved FY 2021-2022 budget.

The current financial plan and rate strategy that are associated with this Mid-Year Budget result in OCPA meeting its financial requirements including debt service coverage ratio of 1.25 by June 30, 2023.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 5.3

To: Orange County Power Authority Board of Directors

From: Community Advisory Committee

Subject: Community Advisor Committee Report

Date: March 1, 2022

RECOMMENDED ACTION

Receive and File.

BACKGROUND

A member of the Community Advisory Committee will provide an update on work that they are currently conducting.

FISCAL IMPACT

There is no fiscal impact.