

AGENDA

ORANGE COUNTY POWER AUTHORITY MEETING OF THE BOARD OF DIRECTORS

**Wednesday, June 21, 2023
10:00 a.m.**

This meeting will proceed as an in-person meeting at the **Travelers Building, 3333 Michelson Dr., Irvine, CA 92612 in the Palm Room**. In addition, as a convenience to the public, the Orange County Power Authority is also providing an option for members of the public to remotely view and participate in the meeting. Further details are below. Please note that, in the event of a technical issue causing a disruption in the remote participation option, the meeting may continue unless otherwise required by law.

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

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

Comments shall generally be limited to three minutes when speaking, provided that the Chair may equally reduce each speaker’s time to accommodate a large number of speakers or a large number of agenda items. 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: 836 1405 2322

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **PUBLIC COMMENTS ON AGENDA ITEMS**

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

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

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

6. **DIRECTOR ANNOUNCEMENTS**

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

7. **CLOSED SESSION**

1. **PUBLIC EMPLOYEE APPOINTMENT**

Pursuant to Government Code Section § 54957(b)(1)

Titles: Chief Executive Officer

8. **COMMITTEE REPORTS**

1. **COMMUNITY ADVISORY COMMITTEE UPDATE**

Recommended Action:

Receive and file.

9. **CONSENT CALENDAR**

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

1. **MINUTES FOR THE REGULAR BOARD MEETING OF MAY 17, 2023
AND SPECIAL MEETING OF MAY 8, 2023**

Recommended Action:

Approve as submitted.

2. **ONLINE MARKETPLACE CONTRACT**

Recommended Action:

1. Approve Contract with The Energy Federation, Inc. for Online Marketplace Services.

2. Authorize the Chief Executive Officer or delegated staff to negotiate, finalize, and execute an agreement for Online Marketplace Services.
3. **APPROVE ORANGE COUNTY POWER AUTHORITY POLICY UPDATES AND REPEAL POLICY NO. 12**

Recommended Action:

Approve Amendments to Policy No. 1, Procurement Policy and Policy No. 2, Delegated Contract Authority Policy, and Repeal Policy No. 12, Board Agenda Policy (Replaced by Bylaws).

4. **DELEGATION OF AUTHORITY TO EXECUTE AGREEMENT FOR CEO EXECUTIVE RECRUITMENT SERVICES**

Recommended Action:

Delegate to the Chief Financial Officer the authority to execute an agreement for CEO Executive Recruitment Services and take other necessary actions relating to the agreement, provided that the agreement and actions are consistent with the CEO's typical authority under Policy No. 1 (Procurement Policy) and Policy No. 2 (Delegated Contract Authority Policy).

10. **REGULAR CALENDAR**

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

1. **CREATION OF OFFICE SPACE AD-HOC COMMITTEE FOR DEVELOPMENT OF ORANGE COUNTY POWER AUTHORITY LONG TERM OFFICE SPACE**

Recommended Action:

Establish a temporary ad-hoc advisory committee related to development of long-term office space.

2. **APPROVE OCPA'S FISCAL YEAR 2023/24 OPERATING BUDGET**

Recommended Action:

1. Approve FY2023/24 Proposed Operating Budget, as detailed in Attachment 1.
2. Approve proposed four additional full-time positions and two interns for FY2023/24, as presented on page 14 of Attachment 2.
3. Approve proposed 3.8% Cost-of-Living Adjustment (COLA) for all full-time employees, effective January 1, 2024. The budgetary salary maximum pay range will be updated accordingly, as presented on page 16 of Attachment 2.
4. Dissolve Ad-Hoc Committee for Development of the FY23/24 Budget

3. CONSIDERATION OF AND VOTE TO ORDERLY TERMINATE THE JOINT POWERS AGREEMENT OF THE ORANGE COUNTY POWER AUTHORITY

Requested by Director McKeon

Recommended Action:

Consideration of and vote to orderly terminate the Joint Powers Agreement of the Orange County Power Authority

11. STAFF REPORT

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

12. ADJOURNMENT

Compliance with the Americans with Disabilities Act

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

Availability of Board Documents

Copies of the agenda and agenda packet are available at www.ocpower.org. Late-arriving documents related to a Board meeting item which are distributed to a majority of the Board prior to or during the Board meeting are available for public review as required by law. Public records, including agenda-related documents, can be requested electronically at clerk@ocpower.org or by mail to 15642 Sand Canyon Avenue, P.O. Box 54283, Irvine, CA 92619-4283. The documents may also be posted at the above website. Such public records are also available for inspection, by appointment, at 3349 Michelson Drive, Suite 200, Irvine, CA 92612. Please contact clerk@ocpower.org to arrange an appointment.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 8.1

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer

Subject: COMMUNITY ADVISORY COMMITTEE UPDATE

Date: June 21, 2023

RECOMMENDED ACTION

Receive and file.

BACKGROUND

The Community Advisory Committee (CAC) met on Monday, June 12, 2023. Staff or a member of the CAC will provide an update on the CAC.

FISCAL IMPACT

None

ATTACHMENT

None



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

Monday, May 8, 2023

1. CALL TO ORDER

Chair Jung called to order the Special Meeting of the Orange County Power Authority Board of Directors at 1:00 p.m. on Monday, May 8, 2023.

2. PLEDGE OF ALLEGIANCE

Director Castañeda led the Pledge of Allegiance.

3. ROLL CALL

Present:	Alt. Director Tony Strickland	City of Huntington Beach
	Director Jose T. Castañeda	City of Buena Park
	Director Tammy Kim	City of Irvine
	Vice Chair Kathleen Treseder	City of Irvine
	Chair Fred Jung	City of Fullerton

Absent:	Director Donald P. Wagner	County of Orange
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4. PUBLIC COMMENTS ON AGENDA ITEMS

None

5. CLOSED SESSION

Recess to Closed Session

At 1:03 p.m., Chair Jung called on Counsel Norvell to recess the Board to closed session. General Counsel Norvell announced the Board was recessing to closed session. The following Board Members were present: Castañeda, Kim, Strickland, Treseder, and Jung. Absent: Wagner.

1. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section § 54957(b)(1)

Titles: Interim Chief Executive Officer, Chief Executive Officer

2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section § 54957.6

Agency Designated Representative: Nicholaus Norvell, Interim General Counsel

Title: Interim Chief Executive Officer

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section § 54957(b)(1)

Title: Chief Executive Officer

4. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code § 54956.9(d)(2):

One (1) potential case

Reconvene

At 1:35 p.m., the Special Meeting of the Orange County Power Authority reconvened with the following present: Directors Castañeda, Kim, Strickland, Treseder, and Jung.

General Counsel Norvell reported out of Closed Session that there was no reportable action taken. He further provided an update from the last Closed Session reporting that the Board had voted to appoint Joe Mosca, Director of Communications and External Affairs as the Interim CEO subject to the approval of an employment agreement at the next regular Board meeting.

6. ADJOURNMENT

There being no further business to come before the Board, Chair Jung adjourned the May 8, 2023, Orange County Power Authority Board Special meeting at 1:36 p.m.

Submitted by:

Pat Jacquez-Nares, Authority Secretary



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

Wednesday, May 17, 2023

1. CALL TO ORDER

Chair Jung called to order the Regular Meeting of the Orange County Power Authority Board of Directors at 10:07 a.m. on Wednesday, May 17, 2023.

2. PLEDGE OF ALLEGIANCE

Alt. Director Strickland led the Pledge of Allegiance.

3. ROLL CALL

Present:	Alt. Director Tony Strickland	City of Huntington Beach
	Director Jose T. Castañeda	City of Buena Park
	Director Tammy Kim	City of Irvine
	Vice Chair Kathleen Treseder	City of Irvine
	Chair Fred Jung	City of Fullerton

Absent:	Director Donald P. Wagner	County of Orange
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4. PUBLIC COMMENTS ON AGENDA ITEMS

The following spoke in public comments regarding May 17, 2023, agenda items:

Ayn Craciun
Linda Kraemer

5. PUBLIC COMMENTS ON NON-AGENDA ITEMS

The following spoke in public comments regarding May 17, 2023, non-agenda items:

Danny Gray
Kent Morris
Dee Fox
Linda Kraemer

Chair Jung addressed the public comments and referred them to their Council Members.

CEO Probolsky stated that the unredacted power contracts have been shared with the member cities and it is not best practice or not a practice from any CCA to release the unredacted contracts to the public due to the impact on creating an unfair and unbalanced marketplace.

CFO Law restated that Southern California Edison does not have the capacity to offer the green rates to new customers. Edison's recent JRM and website no longer list their green rates.

STAFF REPORT WAS TAKEN OUT OF ORDER

7. STAFF REPORT

CEO Probolsky submitted a written report to the Board. He reminded them of the Board adopted rate change that would take effect on June 1, 2023. He further reported that there are several open recruitments and RFPs and encouraged the public to look on the OCPA website for this information. The open positions are the Chief Operating Officer, Power Resources Director, Energy Contracts & Compliance Analyst, Human Resources Generalist, and IT Specialist.

6. DIRECTOR ANNOUNCEMENTS

Director Castañeda attended the Advanced Clean Transportation Expo, learned of the many opportunities that CCAs had to lead in that field. He stated that Buena Park seemed to be full speed ahead on all things sustainability.

Director Kim thanked the OCPA staff for attending and working in the Irvine Korean Festival. She restated her commitment to OCPA.

Vice Chair Treseder addressed the public comment that the unredacted power agreements have been provided to her and the City of Irvine. The city staff is reviewing the agreements and she can confirm that OCPA is purchasing renewable power.

Alt. Director Strickland reported that at the City of Huntington Beach City Council meeting last night they had voted to withdraw from OCPA and that the notice of withdrawal from the City Manager and City Attorney would follow.

THE CLOSED SESSION ITEM WAS MOVED TO THE END AFTER THE REGULAR CALENDAR.

9. CONSENT CALENDAR

Director Kim removed agenda Item 9.5 for separate discussion.

ACTION

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

Approve consent calendar items 9.1 – 9.4. and 9.6 – 9.7.

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

Ayes: Chair Jung, Vice Chair Treseder, Director Kim,
Director Castañeda, Alt. Director Strickland
Noes: None
Absent: Director Wagner

1. MINUTES FOR THE REGULAR BOARD MEETING OF APRIL 19, 2023

Action Taken:

Approved as submitted.

2. APPROVE REVISED COMMUNITY ADVISORY COMMITTEE PURPOSE & SCOPE AND MEMBERSHIP CRITERIA

Action Taken:

Approved the revised Committee Purpose & Scope and Membership Criteria.

3. TREASURER'S REPORT – FISCAL YEAR ENDED MARCH 31, 2023 AND Q1 2023 CHECK REGISTER

Action Taken:

Received and filed.

4. APPROVE OCPA POLICIES AND POLICY UPDATES

Action Taken:

1. Approved Amendments to Policy No. 5, Board of Directors' Compensation and Expense Reimbursement Policy
2. Adopted Policy No. 23, Changes to Default Rate Product Policy

5. PUBLIC RECORDS ACT REPORT

General Counsel Norvell provided a brief summary of this item.

Director Kim asked the status of acquiring computer software to assist with the Public Records Act Requests processing.

General Counsel Norvell stated that the PRA item from the State Auditor's report is slated to be completed by the end of year in December.

CEO Probolsky affirmed that staff is currently reviewing available systems that are available for this process to ensure completion by the end of December 2023.

Action Taken:

Received and filed.

6. CALIFORNIA ENERGY COMMISSION LOAD MANAGEMENT STANDARDS COMPLIANCE EXTENSION REQUEST

Action Taken:

Authorized OCPA staff to submit an extension request to the California Energy Commission to meet its Load Management Standards compliance obligations.

7. CONSIDER FOURTH AMENDMENT TO JOINT POWERS AGREEMENT

Action Taken:

1. Reviewed draft Fourth Amendment to Joint Powers Agreement removing weighted voting provisions and related exhibits.
2. Directed staff to provide Member Agencies with a copy of the proposed Fourth Amendment and placed Fourth Amendment on a future agenda for final approval.

10. REGULAR CALENDAR

1. COMMUNITY ADVISORY COMMITTEE UPDATE

Business Relationship Manager Warner provided the Board with an update on the May 8, 2023, Community Advisory Committee meeting.

Chair Jung requested information on any vacancies and the member attendance.

Director of Communications & External Affairs Mosca stated that there was one vacancy from the City of Fullerton and the Committee has been meeting quorum.

Director Castañeda requested on behalf of their representative a provision of reimbursement or stipend for their participation. He requested that this discussion be placed on a future agenda.

Chair Jung stated that he encourages its members to view their service as volunteerism.

Action Taken:

Received and filed.

2. APPOINT INTERIM CEO AND APPROVE EMPLOYMENT AGREEMENT; UPDATE CHECK SIGNATORIES

General Counsel Norvell provided a verbal summary of this item for the record.

Chair Jung asked if the Interim CEO salary was high than the existing CEO.

General Counsel Norvell affirmed a higher salary for the Interim CEO of \$255,000 from the existing CEO of \$239,000.

Director Castañeda stated that the salary was the current market value for the position.

Alt. Director Strickland requested confirmation that the current CEO will be employed until the end of May.

General Counsel Norvell affirmed the last day of the current CEO was the end of May.

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

1. Adopt Resolution No. 2023-03 appointing Joseph Mosca as Interim Chief Executive Officer effective June 1, 2023, and approving execution of an Employment Agreement with Mr. Mosca in substantially the form attached hereto, with non-substantive revisions approved by the Chair and reviewed and approved as to form by the Interim General Counsel.
2. Adopt Resolution No. 2023-04 designating authorized representatives to sign checks and other disbursements.

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

Ayes:	Chair Jung, Vice Chair Treseder, Director Kim, Director Castañeda, Alt. Director Strickland
Noes:	None
Absent:	Director Wagner

3. APPROVE BYLAWS AND THIRD AMENDMENT TO JOINT POWERS AGREEMENT AND APPOINT A SECRETARY

General Counsel Norvell provided a brief summary of this item.

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

1. Approve Bylaws and Third Amendment to Joint Powers Agreement.

2. Adopt Resolution No. 2023-05 Appointing Pat Jacquez-Nares as OCPA Secretary.

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

Ayes: Chair Jung, Vice Chair Treseder, Director Kim,
Director Castañeda, Alt. Director Strickland
Noes: None
Absent: Director Wagner

4. MARKETING, COMMUNICATIONS, STRATEGY, PUBLIC ENGAGEMENT, DIGITAL AND GRAPHIC DESIGN CONTRACT

Director of Communications & External Affairs Mosca provided a brief summary of the presentation on this item.

Chair Jung asked what determined the point scale and did all of the firms have CCA experience. He also inquired about the amount listed on the staff report of 1.7 million and the presentation was 1.5 million.

Director of Communications & External Affairs Mosca stated that the point system was dictated by the RFP, not all firms had CCA experience and that the correct amount on the contract was 1.5 million.

Vice Chair Treseder asked who the raters for the RFP were, what was the difference between the cost for both Reveille and Wicked Bionic. The score for Reveille and Wicked Bionic were very similar and Wicked Bionic cost was lower. Due to the changes that the Board would like to implement, she believed that a fresh start was warranted due to Reveille being part of the issues with the audits and what the Board would like to improve.

Director of Communications & External Affairs Mosca stated the raters were himself and the current CEO, Brian Probolsky. He further stated that Reveille provided the most comprehensive proposal and knows OCPA the best. He fully supported awarding the contract to Reveille.

Management Analyst Halligan confirmed that Reveille was the most expensive, Wicked Bionic came in second and We the Creative came in third.

Director Castañeda stated that Reveille was working with the City of Buena Park and played a key role in a volatile project for them. He supported Reveille's work product and their ability to serve OCPA.

Director Kim asked the rating criteria for rating all the vendors on ethnic media relations and exiting relationships that they already have. What was asked to all of the vendors on ethnic media relations? Director Kim was deeply concerned that

many vendors state they have ethnic media relations when in fact they do not. She requested specific line items that would show true dedication to ethnic media relations, who the contacts are, the translations services used, and the portfolio of what was done.

Brenda Springer, CEO, Reveille, stated that they worked with Susana Choi. She stated that they can provide a list of all the media that was contacted and the language that the information was provided.

Director Kim stated that she knew for a fact that both Chinese and Korean medias had not been reached out to on all matters OCPA by Reveille, because she was doing this outreach herself.

Chair Treseder stated that she has not seen any messaging on OCPA's point of view and the criticisms from the public on the lack of information being provided to the public. What was the reason for not providing this information.

Brenda Springer stated that she would defer to Mr. Mosca and Mr. Probolsky on that; however, as a consultant we only advise and provide best practice recommendations, ultimately the client makes those decisions. Both Mr. Mosca and Mr. Probolsky make the organization's strategic decisions they would like to have implemented. Best practices information was presented to Mr. Probolsky and the previous Board of Directors; however, they chose what was to be implemented. With the hiring of Mr. Mosca, our company could now be used to its full capacity. She stated that now with Mr. Mosca's leadership they would be able to meet their needs.

Vice Chair Treseder requested clarification on what Ms. Springer said, that they provided recommendations and that the OCPA staff and former Board did not follow or allow those recommendations.

Chair Jung stated that on the marketing execution it is fair to bring the onus to Reveille. The marketing plan was the responsibility of the previous Board of which he was the only existing seated member, and he took responsibility for the criticism received on that. He further stated that no one had anticipated the kind of negativity that would be associated with the launching of this organization. Another factor was that OCPA had only two employees for their first year. The Board Members needed to understand as a Board what their priorities were now and who was the best amongst these vendors to implement those priorities.

Vice Chair Treseder was not happy with what Reveille had done, so she could not see their work merited them having an additional contract.

Director Castañeda stated that the marketing focus was not placed on the person paying the bills but on the social media generation.

Chair Jung stated that the Board could invite Wicked Bionic here to present their plan.

Director Kim stated that she would take Chair Jung's offer and join the Marketing Committee.

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

1. Approve a six-month Contract with Reville for Marketing, Communications, Strategy, Public Engagement, Digital, and Graphic Design not to exceed \$750,000.
2. Authorize the Chief Executive Officer or delegated staff to negotiate, finalize, and execute the contract for Marketing, Communications, Strategy, Public Engagement, Digital, and Graphic Design.

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

Ayes:	Chair Jung, Vice Chair Treseder, Director Kim, Director Castañeda
Noes:	None
Abstain:	Alt. Director Strickland
Absent:	Director Wagner

5. ENERGY EFFICIENCY PROGRAM UPDATE

Management Analyst Halligan provided a brief summary of the presentation on this item.

Chair Jung requested clarification on the award and implementation of the EV Chargers with the member cities if one had already withdrawn from the JPA. Requested for the public the definition of disadvantaged communities.

Management Analyst Halligan stated that the locations provided on the applications could be changed. The equitable division of the locations amongst the members cities can be obtained with Board approval. The grant has a lot of flexibility. There are several meanings depending on the funding sources for the grants, state or federal.

Director Kim requested clarification on the methodology for establishing disadvantaged communities.

Management Analyst Halligan stated that Cal Enviro Screen would be used for the disadvantaged communities information.

Director Castañeda has information on disadvantaged communities. Requested to have a presentation from the Sustainability Decathlon representatives at a future Board meeting.

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

1. Receive the program update.
2. Approve Bright Future Grant Program Guidelines and authorize CEO to award and execute grant agreements Bright Future Grants.

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

Ayes:	Chair Jung, Vice Chair Treseder, Director Kim, Director Castañeda, Alt. Director Strickland
Noes:	None
Absent:	Director Wagner

**6. DISCUSSION OF AN AMENDMENT TO THE JPA REQUIRING THE PUBLISHING OF OCPA'S CHECK REGISTER
Requested by Vice Chair Kathleen Treseder**

Chair Jung stated that this item can be done by the Board giving staff directions.

CFO Law stated that other Agency reports were done on a quarterly basis and requested to add this one that that quarterly cycle.

8. CLOSED SESSION

Recess to Closed Session

At 12:07 p.m., Chair Jung called on General Counsel Norvell to recess the Board to closed session. General Counsel Norvell announced the Board was recessing to closed session. The following Board Members were present: Castañeda, Kim, Strickland, Treseder, and Jung; Wagner was absent. Also present was Board Counsel Norvell.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code § 54956.9(d)(2):
One (1) potential case

Reconvene

At 12:27 p.m., the Meeting of the Orange County Power Authority reconvened with the following present: Directors Castañeda, Kim, Strickland, Treseder, and Jung.

General Counsel Norvell reported out of Closed Session that the Board met in Closed Session to discuss Item 8.1 as listed on the agenda and there was no reportable action taken.

11. ADJOURNMENT

There being no further business to come before the Board, Chair Jung adjourned the May 17, 2023, Orange County Power Authority Board Regular meeting at 12:27 p.m.

Submitted by:

Pat Jacquez-Nares, Authority Secretary

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.2

To: Orange County Power Authority Board of Directors

From: Steven Halligan, Management Analyst
Patty Cruz, Energy Programs Analyst

Subject: ONLINE MARKETPLACE CONTRACT

Date: June 21, 2023

RECOMMENDED ACTION

1. Approve Contract with The Energy Federation, Inc. for Online Marketplace Services.
2. Authorize the Chief Executive Officer or delegated staff to negotiate, finalize, and execute an agreement for Online Marketplace Services.

BACKGROUND

On May 5, 2023, Orange County Power Authority (OCPA) released a Request for Proposals (RFP) for online marketplace services for residential energy efficient products and smart home devices. This RFP was released on BidnetDirect.com and OCPower.org. The deadline for submissions was May 22, 2023.

ANALYSIS AND DISCUSSION

The awarded vendor will create and manage a geo-targeted, Utility-branded online marketplace platform with a dedicated URL address, hosted by a service furnished and operated by Vendor to support OCPA objectives linked to overall program strategy of rebate processing, energy savings generation, and customer engagement. OCPA will retain all rights to the dedicated URL address.

The ***Residential Product Marketplace Platform*** will include at a minimum but not be limited to the following categories: smart thermostats, power strips, smart plugs, LED bulbs, and home energy monitors.

OCPA received four bids in response to this RFP. The firms who submitted proposals for this RFP were: 1) Energy Federation (EFI), 2) Enervue, 3) SmartEnergyWater, and 4) TechniArt.

The review committee graded each firm on the experience of the company including history, experience, past performance and quality of past work, overall approach and strategy described in the proposal and cost.

As part of the recommendations from the California State Auditor, the scoring of the RFP was conducted in two phases. The first phase included all aspects of the scoring excluding price. The breakdown of the average scores without price included can be seen below.

Proposers	Technical Evaluation Points
	Average
Vendor 1 – Energy Federation	2.70
Vendor 2 - Enervee	2.68
Vendor 3 - SmartEnergyWater	2.13
Vendor 4 - TechniArt	2.07

The Energy Federation was the top scorer with an average score of 2.7 out of 3. Second place was Enervee with an average score of 2.68, SmartEnergyWater was third with a score of 2.13 and TechniArt was fourth with an average score of 2.07. Two out of the three evaluators ranked Energy Fedederation as the top firm.

Pricing was scored independently from the technical evaluation per the recommendation from the State Auditor.

Pricing was scored in the table below.

Proposers	Cost Evaluation Points
Vendor 1 – Energy Federation	1.60
Vendor 2 - Enervee	0.80
Vendor 3 - SmartEnergyWater	1.60
Vendor 4 - TechniArt	2.00

Techniart had the lowest Cost, followed by Energy Federation and SmartEnergyWater, followed by Enervee. Pricings scores are out of 2 points possible (40% of the total scoring criteria) .

A summary of the scoring with the technical and cost evaluations combined can be seen below.

Vendor	AVERAGE
Vendor 1 – Energy Federation	4.30
Vendor 2 - Enervee	3.48
Vendor 3 - SmartEnergyWater	3.73
Vendor 4 - TechniArt	4.07

The Energy Federation was the top scorer with an average score of 4.30 out of 5. Second place was TechniArt placed second with an average score of 4.07, SmartEnergyWater was third with a score of 3.73, and Enervee was fourth with an average score of 3.48. A detailed breakdown of the scoring is on file with OCPA.

After careful consideration of the firms and alignment with the Authority's goals and objectives, Staff is recommending the Board select The Energy Federation. Inc.

Energy Federation, Inc. (EFI) was established in 1982 as a Massachusetts 501(c)(4) mission-focused not for profit organization, with experience accelerating the adoption of energy efficiency, resource conservation, and demand response-related technologies. EFI inventories and distributes products used in utility sponsored programs, provides a full suite of incentive fulfillment services, fulfills kits that serve a variety of purposes for our clients, and deploys and operates best-in-class utility-branded online marketplaces. Indeed, in 2001, EFI deployed the very first utility-branded energy efficient product eCommerce site.

FISCAL IMPACT

The money for this contract has been budgeted in the approved 2022/2023 budget. The contract has a not-to-exceed amount of \$400,000.

ATTACHMENTS

Attachment A – Draft Contract

ORANGE COUNTY POWER AUTHORITY PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is made and entered into on [INSERT DATE], 2023, by and between ORANGE COUNTY POWER AUTHORITY, a California joint powers authority (“**Authority**”) and THE ENERGY FEDERATION, INC., a Massachusetts 501(c)(4) organization (“**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 marketing, communications, strategy, public engagement, digital, and graphic design services, is licensed in the State of California, and is familiar with the plans of Authority.

B. Authority desires to engage Consultant to render such professional services for the design and implementation of a public engagement strategy (“**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 July 1, 2023 to June 30, 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. The term may be extended for two additional one-year terms.

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. 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:

Caryn Denny

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 to Authority's staff, consultants and other staff at all reasonable times.

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

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

2.10 Insurance.

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

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

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

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

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

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

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

(A) General Liability.

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

(ii) The policy shall contain no endorsements or provisions

limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

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

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

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

(C) Workers’ Compensation and Employers Liability Coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Fees and Payments.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit C, attached hereto. The total compensation shall not exceed \$400,000 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:

Authority:

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**

THE ENERGY FEDERATION, INC

By : _____
Name: _____
Title: _____

By : _____
Name: _____
Title: _____

ATTEST:

Secretary, Authority Board of Directors

APPROVED AS TO FORM:

General Counsel

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

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

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

EXHIBIT A

SCOPE OF SERVICES

Vendor will create and manage a geo-targeted, Utility-branded online marketplace platform with a dedicated URL address, hosted by a service furnished and operated by Vendor to support OCPA objectives linked to overall program strategy of rebate processing, energy savings generation, and customer engagement. OCPA will retain all rights to the dedicated URL address.

The ***Residential Product Marketplace Platform*** will include at a minimum but not be limited to the following categories: smart thermostats, power strips, smart plugs, LED bulbs, and home energy monitors.

The branding will include the OCPA logo and brand colors, subject to OCPA approval before launch. Consumer-facing information and services on the site will include:

- Product listing for products in the selected categories for sale through online and/or brick and mortar stores.
- Rebate or incentive information from OCPA's programs, with an email opt-in for customers that will lead to the incentive redemption described below.
- Search of all currently available products based on product name, brand, product features, affordability and other categories deemed necessary by OCPA. Each search category will be listed on product information pages.
- Mobile and tablet compatible versions of website (responsive design), accessed through the customer's mobile web browser.
- Additional products may be listed on an informational basis only.
- Quality testing before platform implementation and performance checks will be performed on a pre-described basis.
- Allow space for advertising other OCPA programs.

DIGITAL ADVERTISING CAMPAIGN

Vendor will create and implement a digital marketing/advertising program to acquire OCPA customers for the incentivized products. OCPA will have the right to review and approve all advertising templates and/or materials developed by Vendor prior to implementation. Vendor will:

- Place keyword advertisements in search results and on websites using behavioral as well as context targeting.
- Create and maintain keyword list and ads.
- Create banner ads for online use utilizing OCPA's logo and brand colors.

INCENTIVE DESIGN

Vendor will participate in the design and marketing of new types of incentives, as approved by OCPA. Vendor will:

- Determine target market for new incentives using product analytics. Vendor will share its methodology with OCPA upon request.
- Calculate potential savings to determine cost-effectiveness of program updates.
- Implement new, temporary or seasonal program updates or categories using criteria provided by OCPA.
- Ensure purchase limits of new, temporary or seasonal products will remain consistent with program terms and conditions.
- Provide OCPA with metrics relating to program participation. Reporting criteria, cadence, and format will be determined by OCPA.

INCENTIVE PROCESSING

Vendor will implement a redemption and payment program including:

- Collection of the customer's email address from the customer. The address will be stored securely and will not be shared for any purpose other than use in this program.
- Collection of proof of purchase, name and service address from the customer. All data will be stored securely and will not be shared for any purpose other than use in this program.
- Validation of customer-submitted information against pre-defined criteria as provided by OCPA to determine whether the customer or product qualifies for an incentive. Qualifiers required for incentives will be provided by OCPA.
- Review of previously submitted incentives against all past claims associated with customer's service address to prevent duplication.
- Validation will begin within 24 hours of inquiry and will complete the initial validation no later than ten (10) business days after receipt of inquiry. Vendor will communicate with customers to resolve issues related to incentive redemption.
- Communicate with the customer as necessary regarding next steps in the redemption process or if the inquiry does not meet incentive criteria.
- Reporting of metrics related to the issuing of incentives. Reporting criteria, cadence, and format will be determined by OCPA.

ONLINE PURCHASING

Vendor will establish an integrated direct-sales application on program website, allowing validated customers with an active service account to purchase OCPA approved products with an instant rebate applied at the time of purchase. This direct-sales application will include:

- Purchased products through this direct-sales application will follow previously described validation process for incentives.

- Purchase limits of approved products will remain consistent with program terms and conditions.
- A dedicated toll-free telephone number and email address to provide customer support relating to product returns or other inquiries regarding their purchases.

CUSTOMER SUPPORT SERVICES

Vendor will establish customer support services, including an email address and a toll-free telephone number, to assist customers with the incentive process. Vendor will provide:

- Customer support on all business days in the year, excluding major holidays.
- Live phone support during regular business hours for inbound calls from customers regarding questions on products, to request assistance with incentive applications, or inquiries on the status of submitted applications.
- A dedicated voicemail line for customers to leave message during non-business hours and major holidays. All voice messages from customers will be returned within 24 hours, excluding major holidays and weekends.
- A dedicated email address for customers with questions on products, to request assistance with incentive applications, the status of submitted applications, or other general inquiries regarding their incentives or accounts.
- Customer survey for each customer provided email or telephone assistance within two (2) business days of inquiry.
- Follow up communication with the customer to confirm the energy savings and encourage future energy efficient purchases.
- Metrics of telephone calls or emails received, topics of calls or emails, and customer satisfaction ratings. Additional metrics may be requested by OCPA.

REPORTING AND INVOICING

Vendor will provide OCPA with an online dashboard that will allow OCPA to monitor the progress of the program and will periodically meet with OCPA to assess progress and make program adjustments if necessary.

- At OCPA's request, Vendor will provide any data it collects in addition to data provided through the online dashboard.
- Information collected through the online dashboard will include total number of impressions, sessions, users, products viewed, average pages per session, incentives redeemed, energy savings from products redeemed, among other metrics. Additional metrics regarding customer acquisition, incentive processing times, among others may be established by OCPA.
- Vendor will provide quarterly business reviews to discuss progress and results of the online platform, program performance metrics and customer surveys.
- Additional metrics in different formats such as Excel, Access, etc. may be requested by OCPA.

EXHIBIT B

COMPENSATION BILLING RATES

Standard Transactional Marketplace (Marketplace Hub)

ONE-TIME SET-UP FEE (invoiced at contract execution)	
Initial Configuration Standard Marketplace (1 customer group)	\$50,000
Additional Customer Groups (per group)	\$10,000
ANNUAL MANAGEMENT FEE (invoiced at program launch)	
Marketplace Program Management	\$60,000
SUPPLEMENTAL MARKETING SUPPORT	
Marketing-as-a-Service (promo marketing, including 2 rounds of updates)	\$2,500 per campaign
CUSTOMER CONTACT CENTER (invoiced monthly for actual volume)	
Phone Support	\$1.50 per minute
Email Customer Support	\$6.50 per email
Live Chat Customer Support	\$6.50 per chat

**A unique customer group is needed when a given segment of customers will be eligible for different products or different product incentives than other customers within the same marketplace. A common example of the need for unique customer groups is when a utility provides both electric and gas service, and when the type of service impacts the products and incentives that a customer is eligible for. In that scenario, three customer groups would be needed: electric only, gas only, and electric and gas combined. Customer segments build on each other and grow exponentially. For example, if the previous example was true and there was a need to layer LMI eligibility on top of the service type segments, six customer groups would be needed: electric only with LMI, electric only without LMI, gas only with LMI, gas only without LMI, electric and gas combined with LMI, and electric and gas combined without LMI. Customer group functionality may be needed to allow rebates offered by other utilities in NVEs jurisdiction to be extended through the marketplace.*

Optional Marketplace Enhancements (Marketplace Spokes)

ONE-TIME SET-UP FEE (invoiced at contract execution)	
Beneficial Electrification: Finder/Advisor Platform	\$20,000
Demand Response Pre-Enrollment	\$30,000
ANNUAL MANAGEMENT FEE (invoiced at program launch)	
Beneficial Electrification: Finder/Advisor Platform	\$18,000
Demand Response Pre-Enrollment	\$24,000

The Energy Federation, Inc.

The fees referenced above include all applicable recurring fees. If OCPA requests enhancements that require software development or non-standard support, those costs would be addressed through the time and materials schedule below.

Multi-Year Contract Incentive - Year 2, Year 3 Annual Management Fee will be discounted.

Annual Management Fee	
Year 1 Annual Marketplace Program Management	\$60,000
Year 2 Annual Marketplace Program Management	\$40,000
Year 3 Annual Marketplace Program Management	\$40,000

Out-of-Scope Hourly Rate Schedule

Marketing	\$125.00 per hour
Program Management	\$125.00 per hour
IT Business Analyst	\$185.00 per hour
IT Project Manager	\$185.00 per hour
IT Development	\$215.00 per hour

Consultant shall be paid an amount not to exceed \$400,000 for the term of the agreement

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.3

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer
Tiffany Law, Chief Financial Officer

Subject: APPROVE ORANGE COUNTY POWER AUTHORITY POLICY UPDATES
AND REPEAL POLICY NO. 12

Date: June 21, 2023

RECOMMENDED ACTION

Approve Amendments to Policy No. 1: Procurement Policy and Policy No. 2: Delegated Contract Authority Policy and repeal Policy No. 12: Board Agenda Policy (Replaced by Bylaws).

BACKGROUND

On January 26, 2021, the Board of Directors adopted Policy No. 1: Procurement Policy and Policy No. 2: Delegated Contract Authority Policy. The Procurement Policy governs the procurement of services and supplies and describes the processes and provisions for procurement. The Delegated Contract Authority Policy describes the contract authority granted to the Chief Executive Officer (CEO).

Policy No. 12: Board Agenda Policy outlines the procedures for requests of items to be placed on the agenda and procedures for creating and posting the agendas.

The Orange County Auditor and State Auditor both recommended amendments to Policy No. 1: Procurement Policy and Policy No. 2: Delegated Contract Authority Policy. Staff has reviewed the recommendations along with similar CCA policies and is recommending the changes outlined below. Staff proposes that Policy No. 12: Board Agenda Policy be repealed, as the Board Agenda Policy has been placed within the Bylaws approved by the Board on May 17, 2023.

Policy No. 1: Procurement Policy

The Orange County Auditor recommended OCPA reduce the threshold for formal solicitation. The current Procurement Policy requires a Request for Proposal (RFP) or similar to be conducted for purchases over \$125,000. OCPA conducted research on the limits of six similar sized Community Choice Aggregators (CCAs) (Attachment 4) and found the requirement for formal solicitation for those other CCAs ranged from \$35,000 to \$125,000. OCPA is recommending lowering the threshold for formal solicitation from \$125,000 to \$100,000. Purchases between \$50,000-99,999.99 would require formal written quotes. There are no changes to the policy regarding purchases below \$50,000.

The Orange County Auditor also recommended removing or revising the provisions that allow the CEO to bypass existing OCPA purchasing requirements under certain circumstances. Staff recommends amending the emergency provisions to only allow such bypasses in emergencies with appropriate documented justification.

The Orange County Auditor also recommended adding language to ensure that a purchase requisition is completed for all contracts and for all purchases to document that purchasing duties are adequately segregated. Staff agrees with this recommendation and this language has been added to the draft amended policy. Due to this new requirement additional items have been added to the exemption list where there is no reasonable basis for competitive procurement such as utilities, postage, fees, taxes, etc.

The State Auditor recommended clarifying within the policy whether the thresholds in the policy apply to contract amendments. Staff recommends adding clarifying language.

Both the State Auditor and Orange County Auditor recommended that, when appropriate, OCPA should ensure that all contracts are competitively bid, proposals are received and evaluated, the selection process is adequately documented, and that sole source procurements are adequately justified. Language related to ensuring these processes are followed has been added to the draft policy.

A draft amended Policy No. 1: Procurement Policy is attached as Attachment 1.

Policy No. 2 Delegated Contract Authority Policy

The Orange County Auditor recommended adding language to ensure all contracts include sufficient cost details to clearly support the services being procured and establish a maximum obligation amount. The State Auditor recommended that the Board direct staff to provide reports on at least a quarterly basis that specify the dollar value of each service contract, the amount paid to each contractor to date, and the amount owed to the contractor for work performed but not yet paid. Lastly, the State Auditor recommended performing periodic evaluations of contractors' performance and providing those evaluations for the Board's review when staff request approval of new contracts or contract amendments with those contractors. Language to address all three recommendations is included in the draft amended policy (Attachment 2)

Policy No. 12: Board Agenda Policy

On May 15, 2023 the Board approved the OCPA Bylaws which contain language related to the Board Agenda Policy. Staff is recommending the repeal of Policy No. 12: Board Agenda Policy to eliminate duplicative language that is in the Bylaws.

FISCAL IMPACT

None

ATTACHMENTS

1. Redline Policy No. 1 - Procurement Policy
2. Clean Draft Policy No. 1 - Procurement Policy
3. Redline Policy No. 2 - Delegated Contract Authority Policy
4. Clean Draft Policy No. 2 - Delegated Contract Authority Policy
5. Policy No. 12 – Board Agenda Policy
6. Procurement and Delegated Contract Authority Policy Comparison

Orange County Power Authority Policy Number 001: Procurement Policy

Purpose

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

Policy

1. Procurement of Professional Services

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

2. Procurement of General Services

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

3. Procurement of Supplies

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

4. Procurement of Public Works Projects

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

5. Competitive Procurement Requirements

a. Formal Bidding. Authority shall issue a request for proposals (RFP), a request for qualifications (RFQ), or similar competitive instrument for the purchase of goods or services or a combination of goods and services in excess of \$100,000 in any given contract year. Proposals shall be evaluated in accordance with Section 7 of this Policy. These contracts are subject to Board approval before final execution.

b. Informal Bidding Procedures.

i. For contracts valued between \$50,000 and \$99,999.99, staff shall solicit informal written proposals from at least three providers, if feasible. An

informal written proposal consists of a written proposal that includes the provider's name, address, phone number, professional license number (if applicable), the work to be performed, and the amount of the proposal. A written proposal may be in an electronic format.

- ii. For contracts valued between \$10,000 and \$49,999.99, staff shall solicit informal verbal proposals from at least three providers. Staff shall note the three verbal proposals by including the provider's name, address, phone number, and amount of the verbal proposal in Authority's records.
- iii. For contracts valued at less than \$10,000, no formal or informal proposals shall be required, but Authority staff is directed to seek the lowest cost supplies and the highest quality services available.
- iv. The Chief Executive Officer ("CEO"), in his or her discretion, may direct that Authority to solicit competitive procurements through the formal bidding process for contracts under \$100,000.
- c. General Provisions. The provisions below shall apply to all methods of procurement described above.
 - i. A purchase requisition shall be completed for all contracts and purchases unless described in Section 5.d.
 - ii. When procuring goods and services utilizing state or federal funds (e.g., grant or loan funds), Authority shall comply with all state or federal project requirements in securing any goods or services necessary. If there is conflict between the foregoing, the more restrictive requirements shall apply.
 - iii. Authority shall not be required to award a contract to purchase goods or services from the lowest responsible bidder, unless required by California law.
 - iv. No Authority officer or employee shall split purchases into more than one purchase in order to avoid the Competitive Procurement Requirements in this Policy.
 - v. No Authority officer or employee shall accept, directly or indirectly, any gift, rebate, money or anything else of value from any person or entity if such gift, rebate, money or anything of value is intended to reward or be an inducement for conducting business, placing orders with, or otherwise using the officer's or employee's position to secure a contract with Authority.
 - vi. All thresholds in this policy apply to contract amendments.
 - vii. Staff shall perform evaluations of contractors' performance and include those evaluations in reports for the Board's review when requesting approval of new contracts or contract amendments with those contractors in amounts that exceed \$100,000.
- d. Exceptions to Competitive Procurement Requirements.
 - i. Based on the unique facts or circumstances described below and a written justification retained in Authority's records, the CEO, after consultation with the General Counsel, may waive one or more purchasing procedures in this Policy and/or use sole source procurement if the CEO determines that the best interests of Authority are served; provided, however, that such method is not in violation of applicable law or policy.

- ii. Sole source purchasing is authorized when the goods or services contemplated are capable of being supplied or performed by a sole provider, such as the holder of an exclusive patent or franchise, for purchase of unique or innovative goods or services including but not limited to computer software and technology, or for purchases of goods or services when there is a demonstrated need for compatibility with an existing item or service. Sole source procurement may also be utilized when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of Authority to utilize sole source procurement. The following factors shall not apply to sole source procurements and shall not be included in the sole source justification: personal preference for product or vendor; cost, vendor performance, or local service (this may be considered an award factor in competitive procurements); features that exceed the minimum requirements for the goods or services; explanation of the actual need and basic use for the equipment, unless the information relates to a request for unique factors.
- iii. No competitive procurement shall be required for goods or services valued at less than \$10,000 in any one contract term or contract year.
- iv. No competitive procurement shall be required for: Rent or lease of equipment; Utilities, where there is no reasonable basis for competitive procurement, including but not limited to telephonic communications, electric power, internet/cable, water, solid waste and debris collection (unless in relation to a construction project), and sewage; Tariffed costs and fees, including but not limited to SCE service fees and CAISO fees and costs, including OCPA's Estimated Aggregate Liability (EAL); Fees and taxes required by law; Routine office supplies; Insurance policies consistent with OCPA's approved benefits policy; Postage costs; Employee professional development expenses such as seminars, training, professional body license renewal; Refreshments, meals for meetings and events held for the purpose of conducting OCPA business.
- v. Competitive procurement shall not be required when the contract, goods or services will be provided by another governmental agency. Authority can rely on the competitive procurement process provided by another governmental agency, provided that such agency's procurement is in compliance with California law.
- vi. In the event of an emergency situation, contracts with a not-to-exceed maximum dollar amount of: (i) \$150,000 in the aggregate; or (ii) \$500,000 in the aggregate with the prior written consent of the Chair of the Board of Directors shall not be subject to competitive procurement under this Policy. An "emergency situation" for purposes hereof is a situation creating an imminent danger to life or property or other material financial loss that calls for immediate action with inadequate time for prior Board approval. The CEO shall within thirty (30) days of the emergency, deliver a report to the Board of Directors explaining the necessity for the action, a listing of expenditures made under these emergency powers and any recommended future actions. The above provisions shall not apply to emergency "public projects" (as defined in Public Contract Code section 20160), which may be approved in accordance with the provisions of Public Contract Code sections 20168 and 22050.

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

7. RFP/RFQ Issuance and Proposal Evaluation

- a. Proposals received through formal bidding procedures shall be subject to a set of criteria and a scoring system, reviewed and evaluated by relevant Authority staff and an evaluation committee selected by the CEO or, at the discretion of the Board, members of a designated Board committee. Proposals received shall be evaluated based on competency to perform the scope of work, best fit, price competitiveness, and other additional criteria added pursuant to any Authority workforce policy. The preferences below may not apply to procurements conducted jointly with other public agencies, and shall not apply when prohibited by state or federal statutes or regulations that require award to the lowest responsible bidder.
- b. Authority is committed to the highest standards of responsible behavior and integrity in all of its business relationships. Authority will consider a company's business practices, environmental record, and commitment to fair employment practices and compensation in its procurement decisions.

8. Nondiscrimination Contract Clause

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

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

9. Procurement of Power and Energy Attributes

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

10. Review and Approval as to Form by General Counsel

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

Orange County Power Authority Policy Number 001: Procurement Policy

Purpose

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

Policy

1. Procurement of Professional Services

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

2. Procurement of General Services

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

3. Procurement of Supplies

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

4. Procurement of Public Works Projects

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

5. Competitive Procurement Requirements

a. Formal Bidding. Authority shall issue a request for proposals (RFP), a request for qualifications (RFQ), or similar competitive instrument for the purchase of goods or services or a combination of goods and services in excess of \$~~100,000~~125,000 in any given contract year ~~or term~~. Proposals shall be evaluated in accordance with Section 7 of this Policy. These contracts are subject to Board approval before final execution.

b. Informal Bidding Procedures.

- i. For contracts valued between \$50,000 and ~~\$12499~~,999.99, staff shall solicit informal written proposals from at least three providers, if feasible. An informal written proposal consists of a written proposal that includes the provider's name, address, phone number, professional license number (if applicable), the work to be performed, and the amount of the proposal. A written proposal may be in an electronic format.
 - ii. For contracts valued between \$10,000 and \$49,999.99, staff shall solicit informal verbal proposals from at least three providers. Staff shall note the three verbal proposals by including the provider's name, address, phone number, and amount of the verbal proposal in Authority's records.
 - iii. For contracts valued at less than \$10,000, no formal or informal proposals shall be required, but Authority staff is directed to seek the lowest cost supplies and the highest quality services available.
 - iv. The Chief Executive Officer ("CEO"), in his or her discretion, may direct that Authority to solicit competitive procurements through the formal bidding process for contracts under ~~\$1251000~~,000.
- c. General Provisions. The provisions below shall apply to all methods of procurement described above.
 - ~~i.~~ A purchase requisition shall be completed for all contracts and purchases unless described in Section 5.d.
 - ~~i.~~~~ii.~~ When procuring goods and services utilizing state or federal funds (e.g., grant or loan funds), Authority shall comply with all state or federal project requirements in securing any goods or services necessary. If there is conflict between the foregoing, the more restrictive requirements shall apply.
 - ~~ii.~~~~iii.~~ Authority shall not be required to award a contract to purchase goods or services from the lowest responsible bidder, unless required by California law.
 - ~~iii.~~~~iv.~~ No Authority officer or employee shall split purchases into more than one purchase in order to avoid the Competitive Procurement Requirements in this Policy.
 - ~~v.~~ No Authority officer or employee shall accept, directly or indirectly, any gift, rebate, money or anything else of value from any person or entity if such gift, rebate, money or anything of value is intended to reward or be an inducement for conducting business, placing orders with, or otherwise using the officer's or employee's position to secure a contract with Authority.
 - ~~vi.~~ All thresholds in this policy apply to contract amendments.
 - ~~iv.~~~~vii.~~ Staff shall perform evaluations of contractors' performance and include those evaluations in reportsContract performance evaluations to be conducted and included in staff reports for the Board's review when requesting approval of new contracts or contract amendments with those contractors in amounts that exceed \$100,000.
- d. Exceptions to Competitive Procurement Requirements.
 - i. Based on the unique facts or circumstances described below and a written justification retained in Authority's records, the CEO, after consultation with the General Counsel, may waive one or more purchasing procedures in this Policy and/or use sole source procurement if the CEO determines that the best interests of Authority are served; provided, however, that such method is not in violation of applicable law or policy.
 - ii. Sole source purchasing is authorized when the goods or services contemplated are capable of being supplied or performed by a sole provider, such as the holder of an exclusive patent or franchise, for purchase of unique

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

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

~~iii.~~ iv. No competitive procurement shall be required for: -rent or lease of equipment; Utilities, where there is no reasonable basis for competitive procurement, including but not limited to telephonic communications, electric power, internet/cable, water, solid waste and debris collection (unless in relation to a construction project), and sewage; Tariffed costs and fees, including but not limited to SCE service fees and CAISO fees and costs, including OCPA's Estimated Aggregate Liability (EAL); Fees and taxes required by law; Routine office supplies; Insurance policies consistent with OCPA's approved benefits policy; Postage costs; Employee professional development expenses such as seminars, training, professional body license renewal; Refreshments, meals for meetings and events held for the purpose of conducting OCPA business.

~~iv.~~ v. Competitive procurement shall not be required when the contract, goods or services will be provided by another governmental agency. Authority can rely on the competitive procurement process provided by another governmental agency, provided that such agency's procurement is in compliance with California law.

~~v.~~ vi. In the event of an emergency, the CEO may suspend the normal purchasing and procurement requirements for goods and services related to abatement of the impacts or effects of the emergency. In the event of an emergency situation, contracts with a not-to-exceed maximum dollar amount of: (i)- \$150,000 in the aggregate; or (ii)- \$500,000 in the aggregate with the prior written consent of two (2) the Chair of the Board of Directors shall not be subject to competitive procurement under this Policy. In order to avert or alleviate damage to property, to protect the health, safety and welfare of the community and OCPA's employees, or to repair or restore damaged or destroyed property of OCPA. An "emergency situation" for purposes hereof is a situation creating an imminent danger to life or property or other material financial loss that calls for immediate action with inadequate time for prior Board approval. The CEO shall within thirty (30) days of the emergency, deliver a report to the Board of Directors explaining the necessity for the action, a listing of expenditures made under these emergency powers and any recommended future actions. The above provisions shall not apply to emergency "public projects" (as defined in Public Contract Code section 20160), which may be approved in accordance with the provisions of Public Contract Code sections 20168 and

6. Signing Authority:
Authority's CEO and designated staff are authorized to execute contracts and related documents in accordance with Authority's Delegated Contract Authority Policy.
7. RFP/RFQ Issuance and Proposal Evaluation
 - a. Proposals received through formal bidding procedures shall be subject to a set of criteria and a scoring system, reviewed and evaluated by relevant Authority staff and an evaluation committee selected by the CEO or, at the discretion of the Board, members of a designated Board committee. Proposals received shall be evaluated based on competency to perform the scope of work, best fit, price competitiveness, ~~compliance with subsections i (Orange County Preference) and ii (Other Preferences) below~~, and other additional criteria added pursuant to any Authority workforce policy. The preferences below may not apply to procurements conducted jointly with other public agencies, and shall not apply when prohibited by state or federal statutes or regulations that require award to the lowest responsible bidder.
 - b. Authority is committed to the highest standards of responsible behavior and integrity in all of its business relationships. Authority will consider a company's business practices, environmental record, and commitment to fair employment practices and compensation in its procurement decisions.
8. Nondiscrimination Contract Clause
Each Authority contract and subcontract shall contain a nondiscrimination clause that reads substantially as follows:

Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.
9. Procurement of Power and Energy Attributes
Authority must secure sufficient power resources and energy attributes to serve its customers, comply with State law, and meet Authority's and its member agencies' goals. Authority may adopt a Risk Management Policy authorizing certain Authority staff to enter into power purchase agreements and other agreements to secure power and energy attributes, provided that such agreements are in substantially the same form as the Board-approved master power purchase agreements, and that all transactions and agreements are in strict compliance with Authority's Risk Management Policy.
10. Review and Approval as to Form by General Counsel
All Authority agreements must be approved as to the form and content by the General Counsel, or designee, prior to signature by any authorized individual.

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 \$~~12500~~2500,000 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.
 - e.d. The thresholds in this policy also apply to contract amendments.
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.
4. All contracts shall include sufficient cost details to clearly support the services being procured and establish a maximum obligation amount.
5. A quarterly contract report will be presented to the Board specifying the dollar value of each service contract, the amount paid to each contractor to date, and the amount owed to the contractor for work performed but not yet paid.

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 \$100,000 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.
 - d. The thresholds in this policy also apply to contract amendments.
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.
4. All contracts shall include sufficient cost details to clearly support the services being procured and establish a maximum obligation amount.
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Orange County Power Authority Policy No. 012

Board Agenda Policy

PURPOSE

The Orange County Power Authority Board has adopted a policy and procedures for placement of agenda items for all meetings to be adhered to by board members requesting items to be placed on the agenda.

AGENDA POSTING REQUIREMENTS

The OCPA Chief Executive Officer shall cause an agenda for each regular or special meeting of the Authority to be posted in accordance with the Ralph M. Brown Act.

GENERAL

The agenda shall include a brief description of each item of business to be transacted or discussed at the meeting together with the time and location of the meeting. The description shall be sufficient to apprise interested persons of the subject matter of the discussion or the business to be conducted. The business of OCPA shall be taken up for consideration and disposition in the order of the Agenda.

PROCEDURES FOR REQUESTS TO BE PLACED ON AGENDA

Any Board Member may initiate items for consideration on an Agenda. The item must be submitted in writing to the Chief Executive Officer at least ten (10) business days prior to the next regularly scheduled Board Meeting. This allows for review and research, if necessary, and facilitates for a meaningful discussion and appropriate action. Items submitted less than ten (10) business days before the scheduled regular meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

Items of a routine nature will be considered under the Consent Calendar. These items will be acted upon as one item. Any board member shall have the right to remove any item from the Consent Calendar for separate discussion. Recognizing the occasional need to rearrange the order of business, the reorder of business shall be done at the discretion of the Chair or by a majority vote of the Board.

PROCEDURES FOR FINALIZING AGENDA

The below steps shall be followed in finalizing the meeting agenda.

1. Upon receipt of the requested agenda items, the CEO will cause a draft of the meeting agenda to be created.
2. Once the drafted agenda is completed, the CEO will submit it to the General Counsel for legal review and verification of the necessary materials/documents. Any revisions will be given to the CEO.
3. The CEO will revise the drafted agenda, if necessary, for the Board Chair's review.
4. After approval of the Board Chair, the CEO will post agenda as required.

	MCE	CPA	SDCP
a. Threshold for formal solicitation (RFP).	\$ 35,000.00	\$50,000 (Services) or \$125,000 (Goods)	\$ 125,000.00
b. Any provisions that allow the CEO to bypass the purchasing requirements including emergencies.	in the event of an emergency situation, transactions with a not-to-exceed maximum dollar amount of: i. \$450,000 in the aggregate; or ii. \$800,000 in the aggregate with the prior written consent of the Chair or Vice Chair of the Executive Committee.	N/A	In the event of an emergency, the CEO may suspend the normal purchasing and procurement requirements for goods and services related to abatement of the impacts or effects of the emergency.
c. Threshold for contract delegation authority.	transactions for goods, equipment or services with a not-to-exceed maximum dollar amount of \$400,000 per vendor for a given scope of work, per fiscal year	\$ 125,000.00	\$ 125,000.00
d. Threshold for contract delegation authority for contract amendment.	The CEO shall have all necessary and proper authority to approve and execute: amendments or addenda to existing contracts, regardless of the existing contract's price or total amount, which improves the terms of the contract to MCE's benefit without increasing the contract's not-to-exceed maximum dollar amount;	N/A	N/A
e. Anything related to the following the recommendations.			

	SVCE	3CE	OCPA
a. Threshold for formal solicitation (RFP).	\$ 100,000.00	\$ 35,000.00	\$ 125,000.00
b. Any provisions that allow the CEO to bypass the purchasing requirements including emergencies.	in the event of an emergency situation contracts with a not-to-exceed maximum dollar amount of; i. \$150,000 in the aggregate; or ii. \$500,000 in the aggregate with the prior written consent of two (2) Executive Committee members	4. In the event of an emergent situation, agreements with a not-to-exceed maximum dollar amount of: a. \$150,000 in the aggregate; or b. \$500,000 in the aggregate with the prior written consent of three (3) Operations Board members chosen by the Operations Board Chair	
c. Threshold for contract delegation authority.	Contracts with a not-to-exceed maximum dollar amount of less than or equal to \$100,000 per vendor for a given scope of work, per fiscal year;	Agreements up to \$100,000 per vendor for a given scope of work, per fiscal year, provided that (a) the expenditures authorized by these agreements are consistent with the approved budget; (b) the agreements are approved as to form by MBCP's General Counsel; and (c) agreements are reported at the next Board meeting	
d. Threshold for contract delegation authority for contract amendment.	The CEO shall have all necessary and proper authority to approve and execute: amendments or addenda to existing contracts, regardless of the existing contract's price or total amount, which improves the terms of the contract to SVCE's benefit without increasing the contract's non-to-exceed maximum dollar amount	The CEO shall have all necessary and proper authority to approve and execute: Amendments or addenda to existing agreements, regardless of the existing agreement's price or total amount, which improves the terms of the agreement to Page 2 MBCP's benefit without increasing the agreement's not-to-exceed maximum dollar amount;	
e. Anything related to the following the recommendations.			

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.4

To: Orange County Power Authority Board of Directors

From: Nicholaus Norvell, Interim General Counsel

Subject: DELEGATION OF AUTHORITY TO EXECUTE AGREEMENT FOR CEO
EXECUTIVE RECRUITMENT SERVICES

Date: June 21, 2023

RECOMMENDED ACTION

Delegate to the Chief Financial Officer the authority to execute an agreement for CEO Executive Recruitment Services and take other necessary actions relating to the agreement, provided that the agreement and actions are consistent with the CEO's typical authority under Policy No. 1 (Procurement Policy) and Policy No. 2 (Delegated Contract Authority Policy).

BACKGROUND

On April 25, 2023, OCPA issued an RFP for CEO Executive Recruitment Services and received a number of proposals by the submittal deadline of May 16, 2023. The Ad Hoc Executive Recruiter Evaluation Committee is in the process of reviewing the proposals and determining next steps. Under the RFP, the committee's next steps may include, but are not limited to, a recommendation that an executive staff member of OCPA execute an agreement with the preferred proposer pursuant to OCPA's policies on delegated contract authority.

ANALYSIS AND DISCUSSION

Generally, the CEO (including Interim CEO) is the executive staff member authorized to execute certain OCPA agreements that are within dollar-amount thresholds identified in OCPA's adopted policies. Here, out of an abundance of caution in the event that the Interim CEO decides in the future to apply for the permanent CEO position, our office recommends that the Board authorize an additional, alternative executive staff member, the Chief Financial Officer, to execute an agreement for CEO Executive Recruitment Services based on the recommendation from the committee. If approved, the Chief Financial Officer's delegated authority would be subject to all of the same limitations set forth in Policy No. 1 (Procurement Policy) and Policy No. 2 (Delegated Contract Authority Policy) that typically apply to the CEO.

FISCAL IMPACT

None. This item merely identifies an alternative OCPA employee authorized to execute a particular agreement.

ATTACHMENT

None.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.1

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer

Subject: CREATION OF OFFICE SPACE AD-HOC COMMITTEE FOR
DEVELOPMENT OF ORANGE COUNTY POWER AUTHORITY LONG
TERM OFFICE SPACE

Date: June 21, 2023

RECOMMENDED ACTION

Establish a temporary ad-hoc advisory committee related to the development of long-term office space.

BACKGROUND

From time to time, Board members are needed to engage with Staff on a variety of issues. This ensures that staff implements the Board's goals and objectives. An Ad Hoc Committee is defined as a committee gathered to address a particular issue, task, or objective and is dissolved upon completion of the purpose. These are not Brown Act bodies.

It is requested that the Board create a temporary ad-hoc advisory committee to work with staff on development of long term office space for Orange County Power Authority.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENT

None.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.2

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer

Subject: APPROVE OCPA’S FISCAL YEAR 2023/24 OPERATING BUDGET

Date: June 21, 2023

RECOMMENDED ACTION

1. Approve FY2023/24 Proposed Operating Budget, as detailed in Attachment 1.
2. Approve proposed four additional full-time positions and two interns for FY2023/24, as presented on page 14 of Attachment 2.
3. Approve proposed 3.8% Cost-of-Living Adjustment (COLA) for all full-time employees, effective January 1, 2024. The budgetary salary maximum pay range will be updated accordingly, as presented on page 16 of Attachment 2.
4. Dissolve Ad-Hoc Committee for Development of the FY23/24 Budget

BACKGROUND

Orange County Power Authority (OCPA) develops an annual budget to govern the receipt of revenues, the incurrence of expenses, and capital expenditures during the upcoming fiscal year.

On April 19, 2023, staff presented the budget framework for developing the proposed budget to the Board.

On May 15, 2023, staff provided the budget framework recorded presentation to the Community Advisory Committee.

On June 8, 2023, staff presented the draft preliminary budget to the Ad-Hoc Committee for Development of the FY23/24 Budget and they provided comments that were incorporated into the budget.

ANALYSIS AND DISCUSSION

The FY2023/24 Proposed Operating Budget is a balanced budget, reflecting OCPA in stable financial condition. The Budget provides a positive outlook, as it indicates OCPA’s ability to establish a strong net position of \$41 million, with a projected grow to \$88 million in the Rate Stabilization Reserve Fund (RSF) by June 30, 2024.

Over the course of three years of full operations, by the end of FY2026/27, OCPA projected the RSF balance will increase and meet the reserve target equivalent to 50% of budgetary operating

expenditures. Achieving this target is crucial as it sets the stage for OCPA to initiate an application for an investment-grade credit rating with S&P Global.

Building a sufficient RSF and obtaining an investment-grade credit rating are pivotal steps for OCPA. These measures not only contribute to the stability of OCPA but also empower OCPA to secure energy procurement at competitive prices. This, in turn, benefits our customers by ensuring stable rates and enabling us to deliver reliable and affordable renewable energy.

The attached Proposed FY2023/24 Operating Budget Book provides a comprehensive overview and detailed analysis of budget drivers and assumptions, operating expense highlights, long-term procurement strategy, 5-year financial proforma, and information about OCPA and its leadership.

FISCAL IMPACT

The FY2023/24 Proposed Operating Budget projects total revenue of \$329 million and total expenditures of \$288 million, resulting in a surplus/contribution to RSF of \$41 million.

ATTACHMENT

1. Proposed FY 2023/24 Operating Budget
2. Proposed FY 2023/24 Operating Budget Book
3. Draft Job Description - Regulatory & Legislative Manager
4. Draft Job Description - Rates & Billing Operations Manager
5. Draft Job Description - Data & Systems Analyst
6. Draft Job Description - Community Engagement Manager
7. Draft Job Description – Communications & External Affairs Intern

(\$ in thousands)	Approved Mid-Year Budget FY 2022/23	% of Rev	Rereforecast FY2022/23	% of Rev	Proposed Budget FY2023/24	% of Rev	Change \$	Change %
Period Ending Jun 30								
REVENUE AND OTHER SOURCES								
Revenue - Electricity Base	258,486		252,450		300,570		48,121	
Revenue - Smart Choice Premium	4,145		4,063		4,896		833	
Revenue - 100% Renewable Premium	26,876		24,962		27,875		2,913	
Less: Uncollectible Accounts	(3,619)	(1.3%)	(3,518)	(1.3%)	(4,167)	(1.3%)	(648)	
Net Revenue - Electricity	285,887	100.0%	277,956	100.0%	329,175	100.0%	51,219	18.4%
Investment and Miscellaneous Income	8	0.0%	8	0.0%	0	0.0%	(8)	(100.0%)
Total Net Revenue and Other Sources	285,895	100.0%	277,964	100.0%	329,175	100.0%	51,211	18.4%
EXPENDITURES AND OTHER USES								
CURRENT EXPENDITURES								
Cost of Energy	234,366	82.0%	225,332	81.1%	271,934	82.6%	46,602	20.7%
Data Manager	1,403	0.5%	1,401	0.5%	2,345	0.7%	944	67.4%
Utilities Service Fees	690	0.2%	620	0.2%	372	0.1%	(248)	(40.0%)
Staffing Costs	3,070	1.1%	2,517	0.9%	6,346	1.9%	3,829	152.1%
Contract Services	1,287	0.5%	1,207	0.4%	1,721	0.5%	514	42.6%
Legal Services	790	0.3%	933	0.3%	675	0.2%	(258)	(27.6%)
Marketing and Customer Enrollment	1,241	0.4%	1,183	0.4%	2,304	0.7%	1,121	94.8%
Other G&A	800	0.3%	808	0.3%	1,086	0.3%	278	34.3%
Energy Programs (Transfer to Programs Fund)	500	0.2%	500	0.2%	750	0.2%	250	50.0%
	244,146	85.4%	234,500	84.4%	287,533	87.3%	53,033	22.6%
OTHER USES								
Capital Outlay	10	0.0%	0	0.0%	125	0.0%	125	0.0%
Total Other Uses	10	0.0%	0	0.0%	125	0.0%	125	0.0%
DEBT SERVICE								
Interest costs - nonoperating	753	0.3%	629	0.2%	314	0.1%	(316)	(50.2%)
Finance costs - Principal	0	0.0%	0	0.0%	68	0.0%	68	0.0%
Total Expenditures and Other Uses	244,909	85.7%	235,130	84.6%	288,040	87.5%	52,910	22.5%
Net Income (Surplus/Deficit)	40,986	14.3%	42,834	15.4%	41,135	12.5%	(1,699)	(4.0%)

Key Statistics:

Total Load (MWh) - Retail	2,231,452	2,327,891	2,584,561
\$/MWh - Net Electricity Sales	\$ 128.12	\$ 119.40	\$ 127.36
Total Load (MWh) - Wholesale	2,365,340	2,467,564	2,739,635
\$/MWh - Cost of Energy	\$ 99.08	\$ 91.32	\$ 99.26



THE POWER
OF CHOICE
IS YOURS

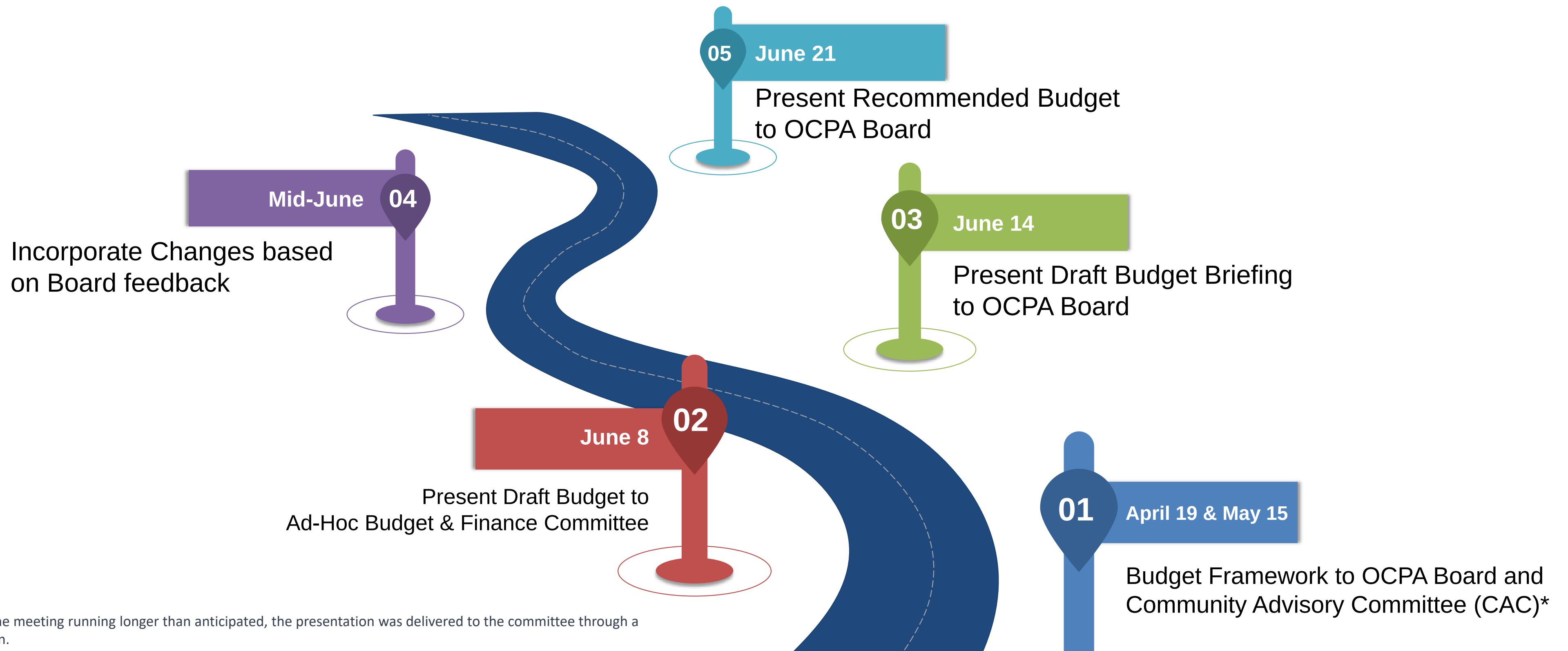
FISCAL YEAR OPERATING BUDGET 2023-2024

June 2023

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FISCAL YEAR OPERATING BUDGET 2023-2024

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OCPA FY2023/24 Operating Budget - Roadmap

Staff is pleased to present a balanced budget for Fiscal Year 2023-2024 (the first year of full operations for OCPA). The budget is updated annually and amended mid-year to balance immediate needs with long term considerations and rate affordability. It outlines estimated revenues and costs, following a fiscal year from July 1 to June 30.

The proposed budget is structured into two categories: revenues and expenses. These categories are intentionally designed to be general, providing flexibility without the need for frequent budget adjustments.

1. **Financially strong:** establish a strong net position of \$41 million and expect to reach \$88 million in the Rate Stabilization Reserves (31% of operating expenses) by June 30, 2024
2. **Affordable rates:** offer Basic Choice rates at a 2% discount to SCE's equivalent generation rates. Smart Choice rates (at least 69% renewable energy) adds 1c/kWh to Basic Choice rates, while 100% Renewable Choice rates adds 1.5c/kWh. Any rate changes to the Basic Choice rates benefit all rate tiers proportionally
3. **Competitive Net Energy Metering program:** set Net Surplus Compensation (NSC) at 10% above SCE's NSC rate
4. **Clean and renewable procurement strategy:** contract for long-term clean and renewable generation resources to meet 90% of OCPA's electric demand
5. **Talented workforce:** propose four additional full-time employees and two interns to ensure adequate coverage of essential functions
6. **Public outreach:** increase funding for marketing and public outreach to raise awareness of OCPA's clean energy mission and goals
7. **Harnessing data analytics:** implement scalable data analytic platform to improve customer data access
8. **Advancing local climate solutions:** provide reliable, affordable, clean electricity and electrification programs to reduce greenhouse gas emissions and strengthen our local economy

Recommended OCPA Operating Budget FY2023/24

(\$ in thousands)	Approved Mid-Year Budget FY 2022/23		Reforecast FY2022/23		Proposed Budget FY2023/24			
Period Ending Jun 30		% of Rev		% of Rev		% of Rev	Change \$	Change %
REVENUE AND OTHER SOURCES								
Revenue - Electricity Base	258,486		252,450		300,570		48,121	
Revenue - Smart Choice Premium	4,145		4,063		4,896		833	
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Total Load (MWh) - Wholesale	2,365,340		2,467,564		2,739,635			
\$/MWh - Cost of Energy	\$ 99.08		\$ 91.32		\$ 99.26			

\$ in thousands Period Ending June 30	FY2022/23 Rereforecast	% of Revenue	FY2023/24 Proposed Budget	% of Revenue
Net Revenue	\$277,964	100%	\$329,175	100%
Less : Cost of Energy	\$(225,332)	81.1%	\$(271,934)	82.6%
Data Manager & IOU Services	\$(2,020)	0.7%	\$(2,717)	0.8%
Staffing	\$(2,517)	0.9%	\$(6,346)	1.9%
Contract Services	\$(1,207)	0.4%	\$(1,721)	0.5%
Legal Services	\$(933)	0.3%	\$(675)	0.2%
Marketing & Customer Enrollment	\$(1,183)	0.4%	\$(2,304)	0.7%
General & Admin	\$(808)	0.3%	\$(1,086)	0.3%
Energy Programs	\$(500)	0.2%	\$(750)	0.2%
Capital Expenditures & Debt Services	\$(629)	0.2%	\$(506)	0.1%
Net Position (bottom line)	\$42,834	15.4%	\$41,135	12.5%
Rate Stabilization Reserve Fund	\$46,562		\$87,698	
Reserve as a % of operating expenses	20%		31%	

Key Notes:

- FY2023/24 is a balanced budget with net position of \$41.1mil or 12.5% of revenue
- Cost of Energy is projected at \$271.9mil or 82.6% of revenue
- Non-Power Supply Expenses are projected at \$16.1mil or 4.9% of revenue

OCPA FY2023/24 Operating Budget - Overview

OCPA's primary source of revenue stems from the retail sale of electricity to customers, facilitated through OCPA's generation rates. These rates are strategically devised to cover various costs, including power procurement, operating expenses, non-operating, capital expenditures, and the funding of the rate stabilization reserve.

- **Demand Forecast:** total retail load consumption is estimated at 2,585 GWh, inclusive of the residential customers from the Cities of Buena Park, Fullerton, Huntington Beach, and Irvine
- **Utilization of OCPA's Own Dataset:** customer count and load consumption are based on a combination of SCE and Calpine's actual customer enrollment reports
- **2023 OCPA Rates (July through December 2023):** based on the Board approved 2023 Rate Design on December 13, 2022:
 - Basic Choice at a 2% discount to SCE's equivalent generation rates
 - Smart Choice (at least 69% renewable energy) at Basic Choice plus 1c/kWh
 - 100% Renewable Choice at Basic Choice plus 1.5c/kWh
- **2024 and Future OCPA Revenues:** sufficient to cover the costs of power purchase, operational expenses, debt services, and targeted reserves
- **Uncollectible Accounts:** remains at 1.25% of operating revenue

OCPA Revenue Assumptions – Key Highlights

OCPA customers have three rate options. All customers pay the **Basic Choice** rate as a base, and customers opting into Smart Choice or 100% Renewable Choice pay a renewable adder on top of the **Basic Choice** rates:

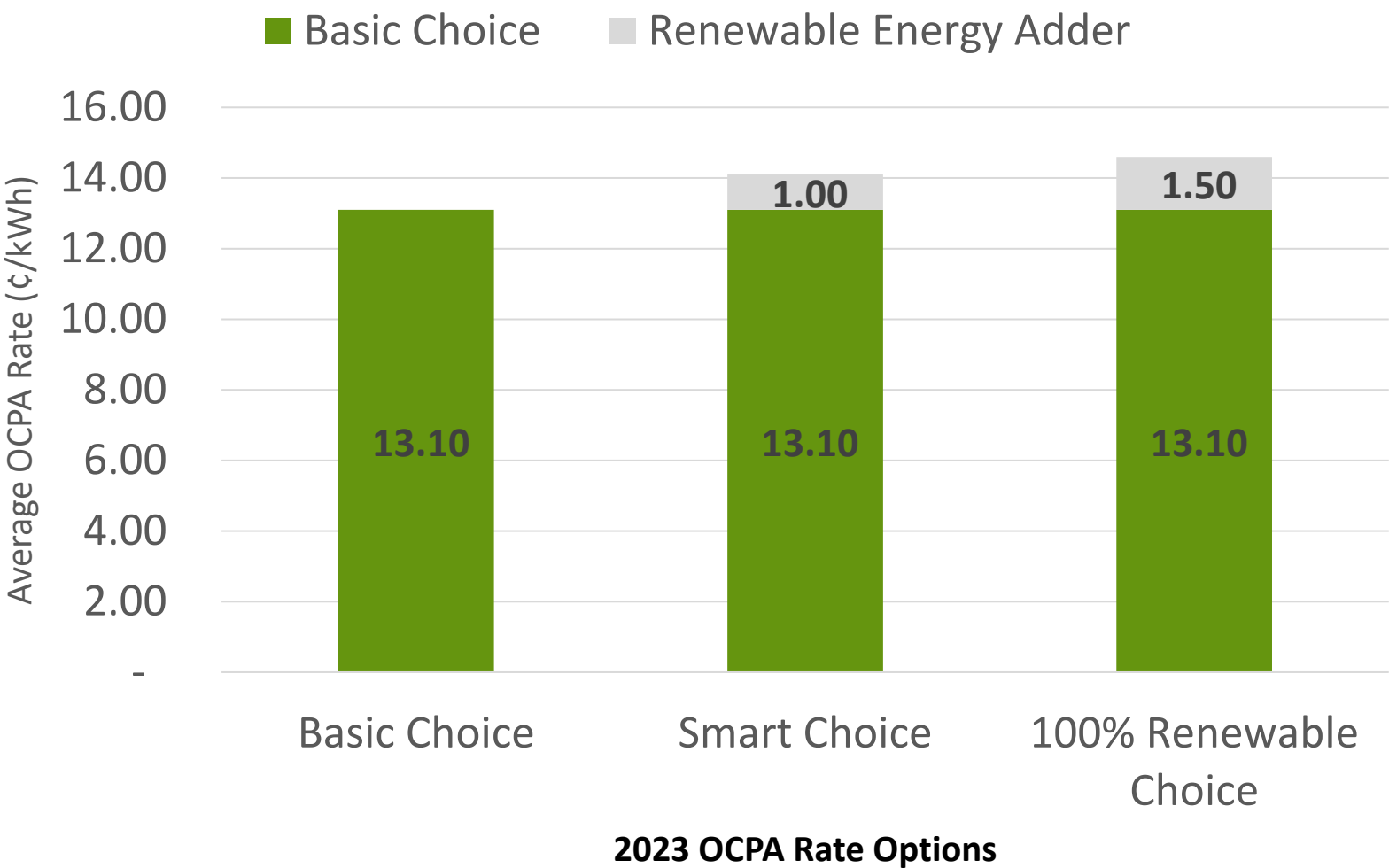
- 1) Basic Choice = **Basic Choice** rates with no additional adder
- 2) Smart Choice* = **Basic Choice** rates with 1c/kWh adder
- 3) 100% Renewable Choice* = **Basic Choice** rates with 1.5c/kWh adder

The 2% discount to SCE’s equivalent generation rates is applied to the **Basic Choice** rates and lowers the **Basic Choice** rates for all customers.

* Key Fact: SCE customers desiring to receive service with a higher renewable content must opt into SCE’s Green Tariff Shared Renewables program (Green Rate Program). However, this program is currently **closed to new customers** as interest in the program exceeded the procured amount of available capacity. New customers applying for Green Rate Program will be placed on a waitlist. Currently, out of approximately 5,000,000 accounts in the entire SCE service area, only around 3,000 accounts are currently enrolled in the Green Rate Program.

Therefore, it is not feasible to compare OCPA Smart Choice and 100% Renewable Choice with the **closed** SCE’s Green Rate program.

Projected CY2023 OCPA Average Residential Rates (¢)



The evolving energy landscape in California, with the increasing number of CCAs, prompts regulators to consider rules for addressing grid reliability. OCPA closely monitors these changes and adjusts procurement strategies accordingly. However, the budget is being formed amidst challenges such as supply chain disruptions, rising natural gas prices, generation capacity shortages, and regulatory mandates driving up prices for new generation sources. Wholesale power prices have doubled in the past year and are expected to remain elevated, especially during summer months from June through September.

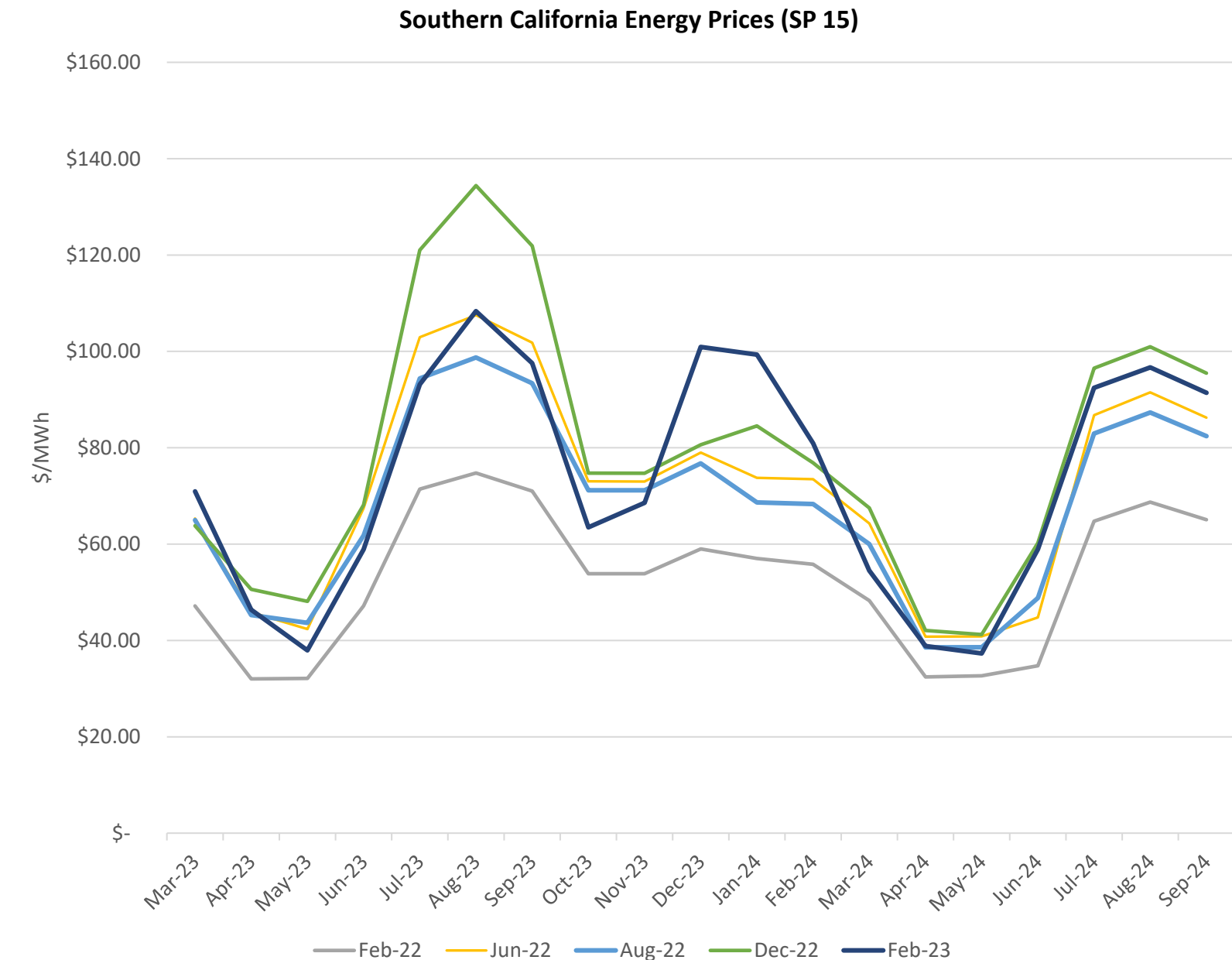
Below are the key assumptions for power supply cost in FY23/24:

- **Wholesale Purchase:** estimated at 2,740 GWh, 6% higher than estimated sales to account for system and distribution losses
- **Cost of Energy:** accounting for two major components – **Energy**, consisting predominantly of system energy, eligible renewable energy, and CAISO fees, is estimated at \$211 million, or 78% of total power supply cost. **Resource Adequacy (RA)**, a reliability obligation requiring generating capacity committed to operating when needed for system reliability, is estimated at \$61 million, or 22% of total power supply cost
- **Forecast Contracts:** OCPA utilizes forward contracts to secure energy supply in advance, ensuring the sufficiency of resources and promoting cost certainty for OCPA's budget
- **Competitive Net Energy Metering (NEM) program:** for solar customers, OCPA set its Net Surplus Compensation (NSC) rate at **10% above** SCE's NSC rate. The estimated total payout for OCPA's NEM customers in FY23/24 amounts to \$450k

OCPA Cost of Energy Assumptions – Key Highlights

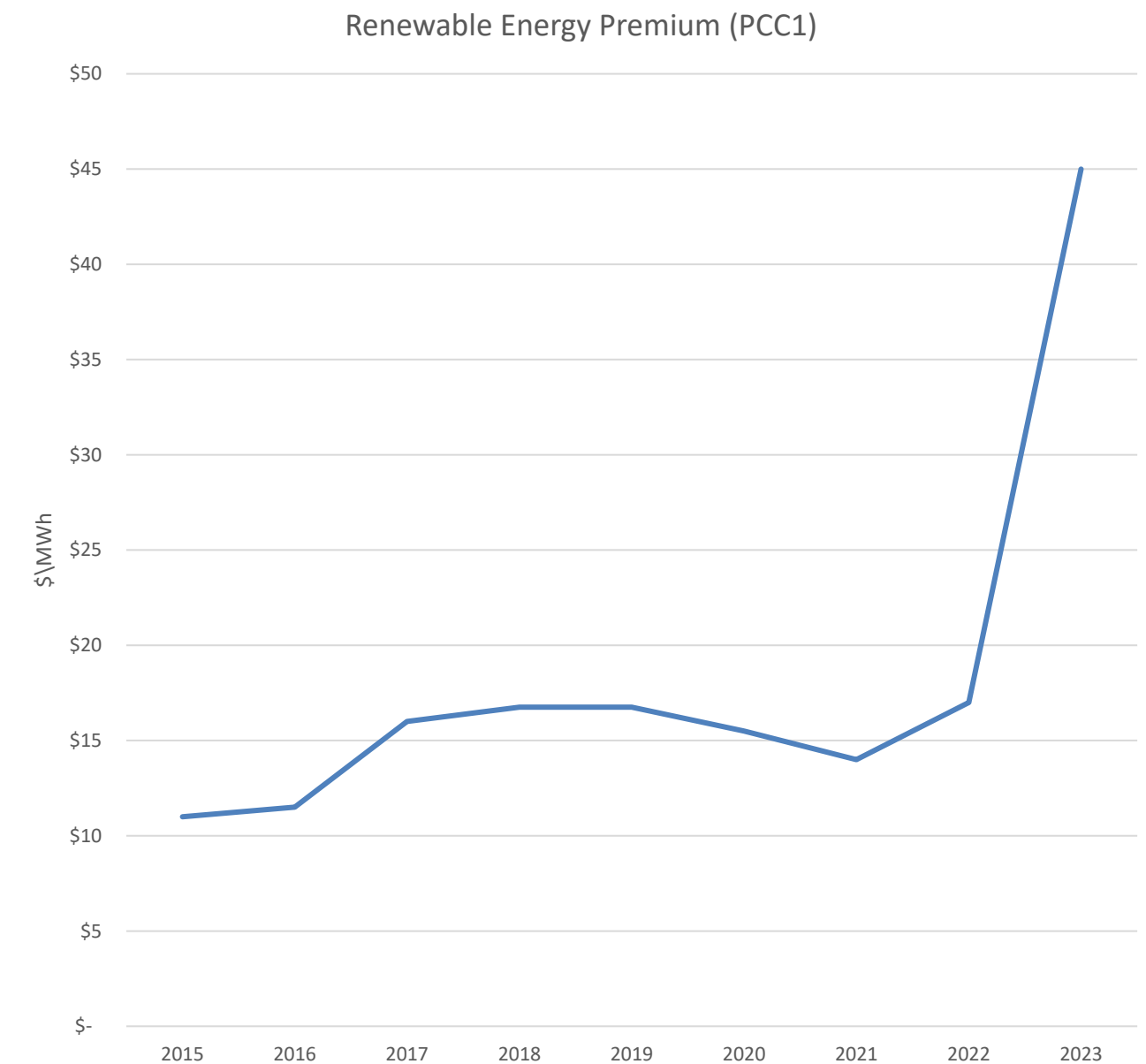
Cost of Energy Component: System Energy

- Power market price volatility makes budget projections more uncertain
- 12-month peak forward prices are near record high (up 63% vs one year ago and 148% vs two years ago)
- Winter months are impacted by high prices for western US natural gas
- Prices have fallen from peak levels in December 2022, yet remain quite high
 - Currently hedged ~ 95% fixed price energy contracts provide price certainty for load scheduled through CAISO
 - Remaining ~5% exposed to volatile market prices



Cost of Energy Component: Eligible Renewable Energy

- PCC1 prices rose to nearly \$40/MWh in early 2023 vs \$15-20/MWh over the past few years. Currently offered at \$48-50/MWh (limited volumes)
- PCC2 prices rose to nearly doubled in early 2023. Currently offered at \$30/MWh
- Ongoing incremental procurement orders, supply chain challenges, and increased voluntary RPS targets have reduced the pipeline of available projects
- Seller credit expectations have generally increased, particularly for non-investment grade buyers
- Some sellers have walked away from “exclusive” negotiating processes to pursue higher-priced opportunities. Increased competition amongst buyers
 - Currently hedged ~ 181% of legally required renewable requirements and 84% of total renewable energy needs are under contract
 - Remaining ~16% is needed to meet voluntary renewable portfolio content standards associated with OCPA retail product offerings

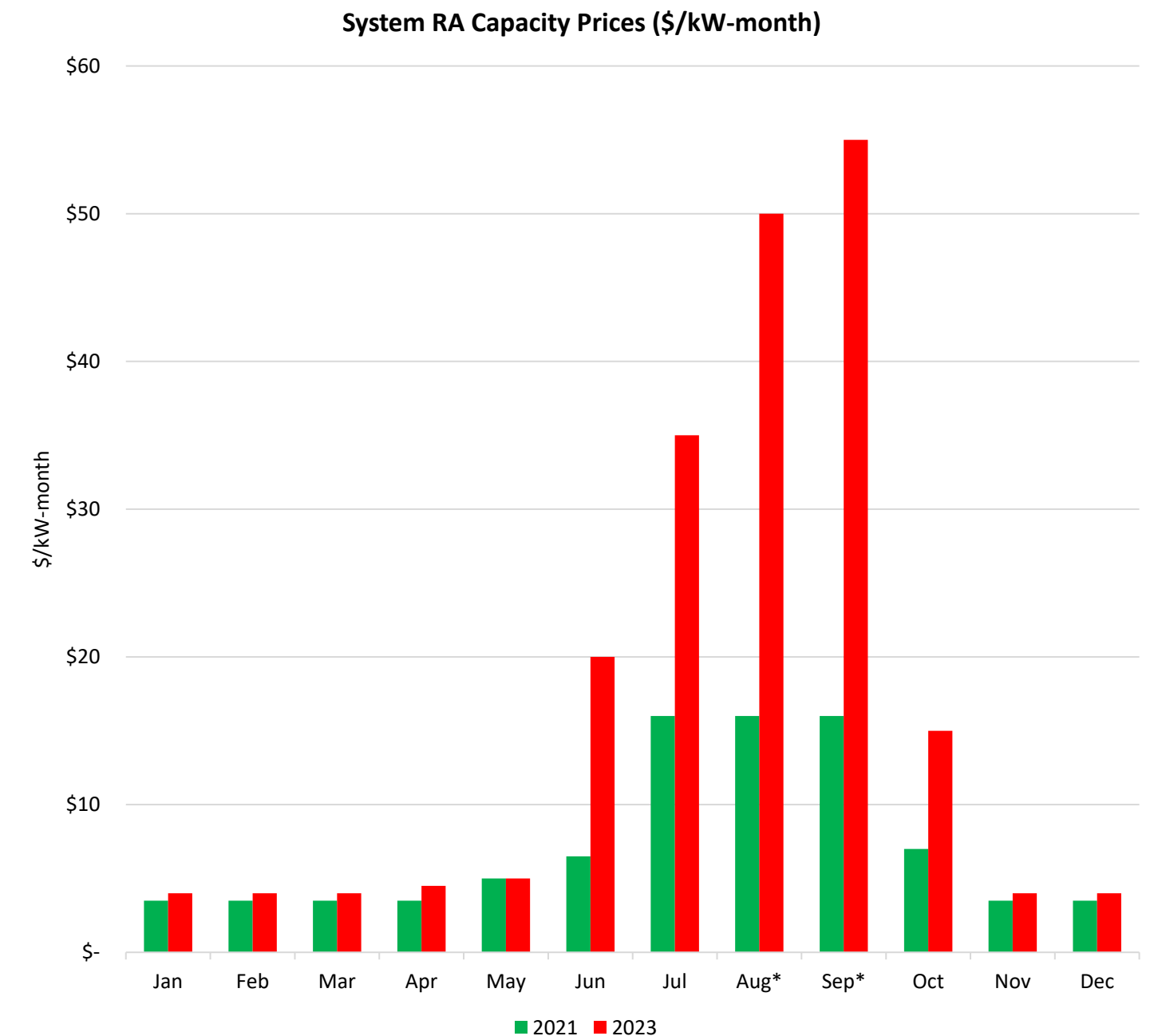


Industry Foreword Curves for PCC1 Prices

OCPA Cost of Energy Assumptions – Eligible Renewable Energy

Cost of Energy Component: Resource Adequacy (RA)

- RA prices in the summer months have more than doubled over the last two years.
- Increased demand due to higher state-mandated planning reserve margins.
- Supply constraints due to lower Net Qualifying Capacity (“NQC”) values for intermittent resources, natural gas plant retirements, new-build project delays and stricter import capacity requirements.
 - 100% of 2023 month-ahead RA positions are covered by existing contracts



*Aug & Sep 2023 volumes are not being offered, and capacity prices are much higher than the costs assessed for non-compliance

OCPA's operating expenses are classified into eight categories: Data Management & Utilities Service Fees, Staffing Costs, Professional Contract, Legal Support, Marketing and Customer Enrollment, General and Administration, Energy Programs, and Capital Expenditures. In addition, OCPA's budget accounts for non-operating debt service expenses associated with interest and related costs used to finance its operations. Further details regarding expenses are as follows:

Data Management & Utilities Service Fees

- Data management services primarily include billing data validation, bill coordination with investor-owned utilities (IOUs), and call center operations provided by Calpine. Calpine will waive the data management fees of \$333k due to the waiver of service fees clause in the contract
- Utilities services provided by SCE primarily include meter data posting and customer billing processing charges that are mandatory and regulated by the California Public Utilities Commission (CPUC)

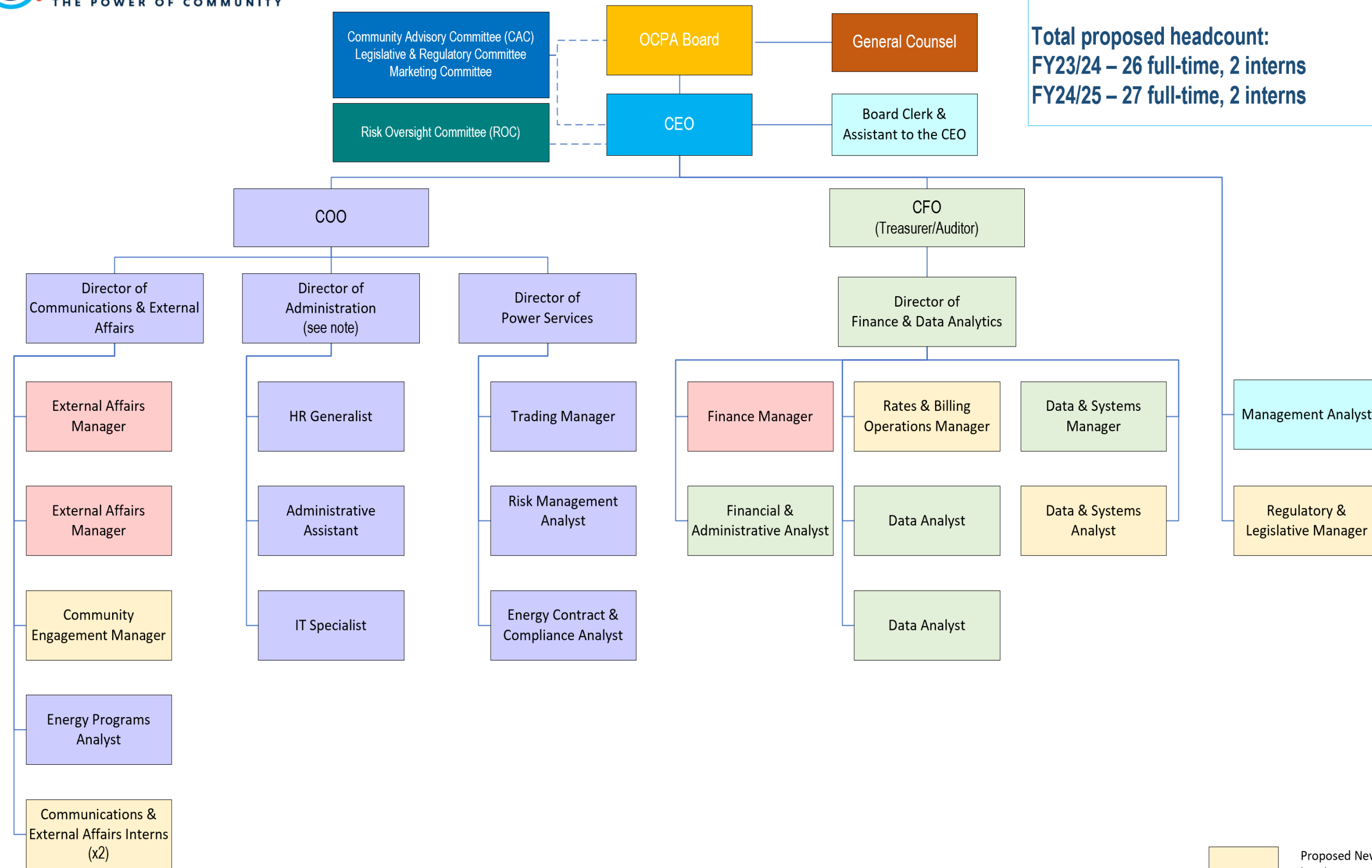
	OCPA	
\$ in thousands Period Ending June 30	FY23/24 Budget	% of rev
Data Management Fee	\$2,678	0.8%
Less: Fee Waiver	(\$333)	
Net Data Management Fee	\$2,345	0.7%
Utilities Service Fee	\$372	0.1%
Customer Accounts	247,000	

Staffing Costs

- Staffing costs include salaries, payroll taxes, and benefits for staff, as well as board member stipend
- The salaries have been budgeted according to the Board's approved maximum range. Staff will adjust salary projection during FY23/24 Mid-Year budget update to align with actual figures
- To recruit, retain, and cultivate a talented and inclusive workforce, OCPA will be participating in a collaborative effort with other CCAs to conduct a comprehensive Compensation and Benefits Study. This study is anticipated to yield results in Q3 2023
- Approved FY23/24 full time equivalents (FTEs) is 22. Currently hired 11 positions
- Propose 4 additional FTEs and 2 interns for FY23/24 to ensure sufficient coverage of essential functions as it moves into a growth phase:
 - ❑ Regulatory & Legislative Manager – representing OCPA before regulatory agencies, conducting outreach to legislators, participating in CalCCA working groups and committees, evaluating proposed regulatory policies and legislation to assess their impact on OCPA, and assisting in the analysis and development of positions on issues
 - ❑ Rates & Billing Operations Manager – ensuring the accurate development and maintenance of OCPA's rates in accordance with the approved rate structure, analyzing market trends and competitor pricing strategies, managing the precision of customer bills, and addressing any billing concerns and issues that may arise
 - ❑ Data & Systems Analyst – facilitating the development and implementation of OCPA's central data analytics platform and advancing and maintaining its functionality
 - ❑ Community Engagement Manager – participating in city council meetings, attending community events, and engaging with local nongovernmental organizations
 - ❑ Interns (x2) – providing support to staff on various administrative tasks, assisting with event planning and coordination, identifying engagement opportunities, and aiding in research projects

Organizational Structure (2-Year Plan)

Total proposed headcount:
FY23/24 – 26 full-time, 2 interns
FY24/25 – 27 full-time, 2 interns



Note: Director of Administration is scheduled to be hired in FY24/25

OCPA Proposed 2-Year Org Chart for FY23/24 to FY24/25

Cost-of-Living Adjustments (COLA)

- COLA is an increase in salary that counteracts inflation
- Propose to offer Cost-of-living adjustment (COLA) effective January 2024
- The adjustment will become **effective January 1** in each year based on April CPI (LA-Long-Beach-Anaheim) and the budgetary salary max pay range will be updated accordingly
- Staff contacted 14 CCAs regarding benefits. 13 offer COLA to their employees, one does not as it is staffed with consultants only
- For FY23/24, COLA assumption is budgeted at 3.8% based on April 2023 Consumer Price Index. Only full-time employees who have been employed **before December 2023** will receive Jan 2024 COLA **on a pro-rata basis** (e.g., Employee A who joined OCPA in July 2023 will receive 50% or 1.9% of COLA adjustment in January 2024; Employee B who joined OCPA in January 2024 will not receive any COLA adjustment in January 2024)

	OCPA		
\$ in thousands Period Ending June 30	FY23/24 Budget	% of total	% of rev
Salaries	\$4,454	70.9%	
Benefits	\$1,591	25.3%	
COLA	\$166	2.6%	
Payroll Taxes	\$73	1.2%	
Total	\$6,283	100%	1.9%
Total FTEs	26		
Estimated Customer Accounts per FTE	9,500		

Professional Contract

OCPA follows industry best practices by initially engaging consultants during the early stages of operations and gradually enhancing its internal staffing capabilities to bring certain non-industry technical tasks in-house. This strategic approach is driven by the goal of optimizing operational efficiency and ensuring that the agency has the required expertise to handle various aspects of the operations internally. By combining the strengths of external consultants and internal staff, OCPA aims to strike a balance that leverages external expertise while building internal capacity.

- Day-to-day accounting, annual financial audit, advanced metering infrastructure (AMI) audit, HR, recruitment, board goal setting workshop, IT, rate design, banking, and technical analytics support services
- Consulting support for power supply portfolio management and power procurement, risk management, integrated resource and implementation plan, scheduling coordination and dispatch, load forecasting, market monitoring and congestion revenue rights, and CAISO settlements and reporting, and legislative & regulatory compliance services

	OCPA	
\$ in thousands		
Period Ending June 30	FY23/24 Budget	% of rev
Power Supply & Related	\$686	
Accounting, Auditing & Banking	\$332	
Rate Design & Technical Analytics	\$250	
IT, HR, Recruitment & board goal setting workshop	\$453	
Total	\$1,721	0.5%

Legal Support Services

- Legal support for general counsel, power supply procurement transactional and negotiation, and labor related and clerk support
- Regulatory and legislative advocacy, as well as technical consulting support for OCPA’s engagement on the investor-owned utility issues

	OCA	
\$ in thousands		
Period Ending June 30	FY23/24 Budget	% of rev
General Counsel	\$240	
Regulatory & Legislative	\$150	
Power Procurement Transactional & Negotiation	\$90	
Labor Related	\$100	
Clerk Support	\$95	
Total	\$675	0.2%
Additional In-House Legal FTEs	None	

Marketing & Customer Enrollment

Being a community-focused public agency, OCPA places great emphasis on engaging with its customers. Through various channels such as direct customer contact, staff-hosted webinars, virtual workshops, community events, surveys, and membership in business, environmental, and community-based organizations, our staff actively seeks new opportunities to connect and cultivate positive relationships with our customers.

Our customer engagement efforts encompass several key areas:

- Developing, enhancing, implementing, and maintaining a comprehensive plan to raise awareness about our programs
- Engaging both residential and commercial customers to promote our 100% renewable program and other product offerings
- Providing support for website development and design requirements
- Building brand and program awareness, minimizing customer opt-outs, maximizing opt-ups to our 100% renewable product, and establishing a framework for long-term community engagement
- Utilizing direct mailers and covering postage costs for customer enrollment notifications, Joint Rate Comparisons (JRC), Power Content Label (PCL), as well as obtaining consulting support for strategic outreach and marketing initiatives

	OCA	
\$ in thousands		
Period Ending June 30	FY23/24 Budget	% of rev
Direct Mailers & Postage	\$350	
Marketing & Communications Consulting	\$1,263	
Promotions, Sponsorships & Memberships	\$239	
Advertising, Media, Translation and Related	\$452	
Total	\$2,304	0.7%

General & Administration

- Ordinary business expenses include leasing office space, office utilities and maintenance, liability insurance, office supplies, equipment and software, internet and telephone, subscriptions, copier usage, conferences and professional development, travel and business meals, and miscellaneous operational expenses
- California Community Choice Association (Cal-CCA) Membership dues. Cal-CCA provides legislative and regulatory support to its members to address many of the challenges that face our industry

	OCA	
\$ in thousands		
Period Ending June 30	FY23/24 Budget	% of rev
CalCCA Membership Dues	\$400	
Office Rental	\$217	
Other Ordinary Business Expenses	\$469	
Total	\$1,086	0.3%

Energy Programs

OCPA is committed to offering Energy Programs to its customers, which will serve as a significant catalyst for community reinvestment. These programs are specifically designed to assist households and businesses in transitioning from fossil fuel sources to cleaner energy solutions. They primarily target the transportation and building sectors, which are major contributors to greenhouse gas (GHG) emissions in Orange County.

- To assist households and businesses in transitioning from fossil-fuel sources to clean energy solutions. These energy programs specifically target the transportation and building sectors, which are the primary contributors to greenhouse gas (GHG) emissions in Orange County
- To improve energy resiliency by accelerating electrification efforts and making substantial contributions to GHG reductions
- To address equity and cater to the unique needs and priorities of Orange County's diverse communities

	OCPA	
\$ in thousands		
Period Ending June 30	FY23/24 Budget	% of rev
Carryover Encumbrance from FY22/23	\$500	
Transfers from Operating Fund in FY23/24	\$750	0.2%
Total to Spend in FY23/24	\$1,250	

Capital Expenditures

- Staff will collaborate with a consulting team to create an in-house analytics platform that enables team members to operate from a central data source. This cloud-based platform will be designed to scale alongside OCPA as its needs and capabilities evolve within this dynamic environment. By integrating automated data pipelines, reporting, and leveraging big data analysis capabilities, the platform will enhance data processing and analytics, enabling OCPA to make informed strategic decisions and optimize its operations. This initiative will also boost work efficiency by providing timely access to comprehensive data insights
- The budget allocation includes funds for lease office tenant improvements, including the purchase of furniture. It is important to note that this expense will be offset by a tenant improvement credit of \$200k provided by Calpine

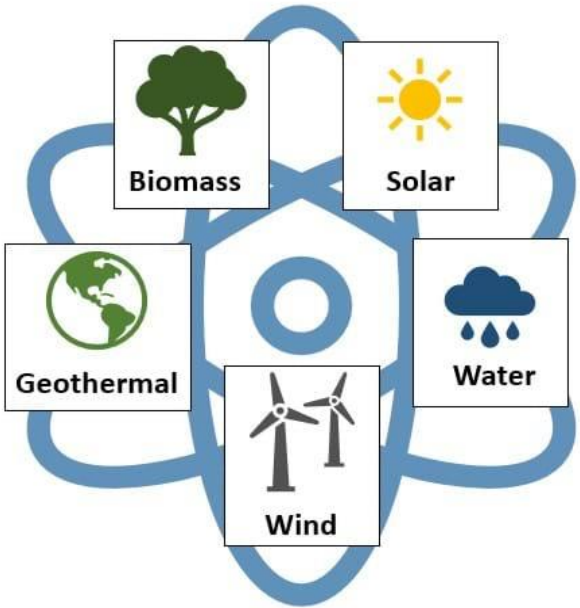
	OCPA	
\$ in thousands		
Period Ending June 30	FY23/24 Budget	% of rev
Data Analytics Platform	\$100	
New Office Renovation	\$10	
IT System Refresh	\$15	
Total	\$125	0.04%

Debt Services

- Interest and related financing costs, including the repayment of loan principal, associated interest, loan commitment, and letters of credit issuance and facility fees
- City of Irvine: Principal loan of \$7.5 million and total interest payment of **\$591k** will be due in December 2026
- MUFG/US Bank (Credit Facility of \$35 million):
 - Cash draw has been fully paid off in March 2023
 - Letters of credit issuance for energy related collateral postings is projected at \$20.2 million as of June 30, 2024

	OCA	
\$ in thousands		
Period Ending June 30	FY23/24 Budget	% of rev
Interest & Financing Costs	\$381	0.1%

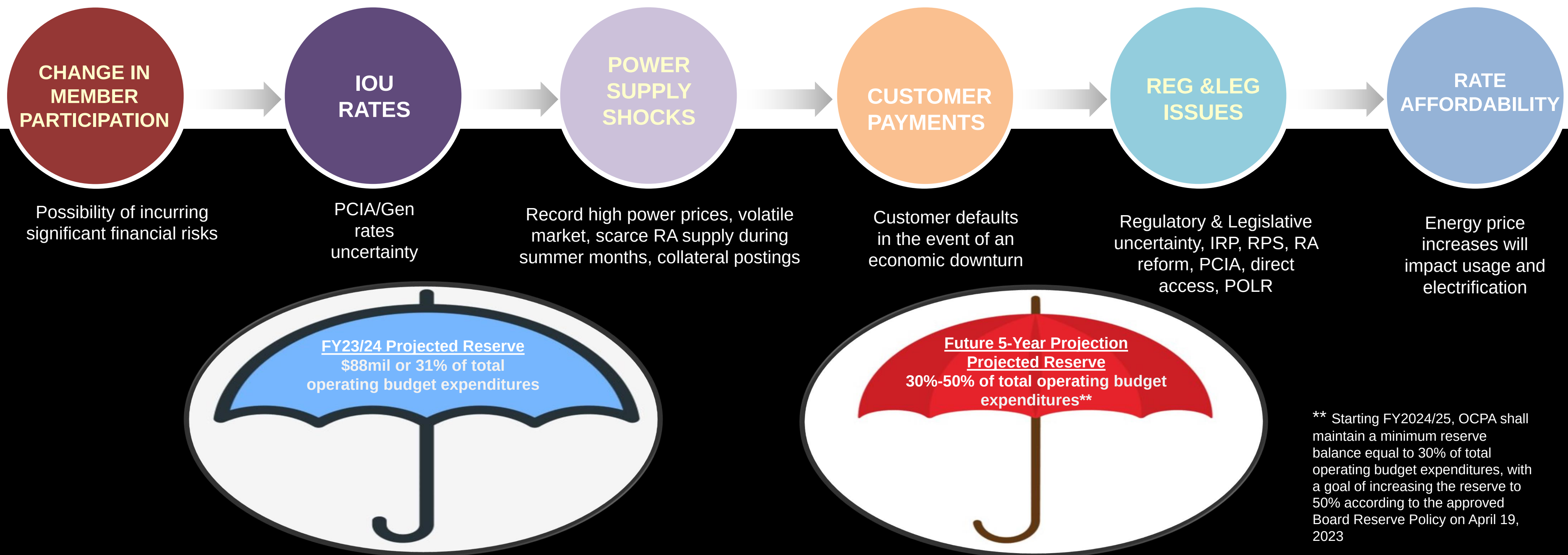
5-Year
OCA
Financial
Proforma
FY24/25 to
28/29



(\$ in thousands)														
	Reforecast		Budget		Projection		Projection		Projection		Projection		Projection	
Period Ending Jun 30	FY2022/23	% of Rev	FY2023/24	% of Rev	FY2024/25	% of Rev	FY2025/26	% of Rev	FY2026/27	% of Rev	FY2027/28	% of Rev	FY2028/29	% of Rev
REVENUE AND OTHER SOURCES														
Revenue - Electricity Base	252,450	90.8%	300,570	91.3%	207,737	90.2%	238,547	91.4%	246,355	91.6%	246,573	91.6%	247,485	91.6%
Revenue - Smart Choice Premium	4,063	1.5%	4,896	1.5%	3,808	1.7%	3,823	1.5%	3,842	1.4%	3,863	1.4%	3,883	1.4%
Revenue - 100% Renewable Premium	24,962	9.0%	27,875	8.5%	21,772	9.4%	21,893	8.4%	22,007	8.2%	22,124	8.2%	22,241	8.2%
Less: Uncollectible Accounts	(3,518)	(1.3%)	(4,167)	(1.3%)	(2,916)	(1.3%)	(3,303)	(1.3%)	(3,403)	(1.3%)	(3,407)	(1.3%)	(3,420)	(1.3%)
Net Revenue - Electricity	277,956	100.0%	329,175	100.0%	230,401	100.0%	260,959	100.0%	268,802	100.0%	269,153	100.0%	270,189	100.0%
Investment and Miscellaneous Income	8	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Net Revenue and Other Sources	277,964	100.0%	329,175	100.0%	230,401	100.0%	260,959	100.0%	268,802	100.0%	269,153	100.0%	270,189	100.0%
EXPENDITURES AND OTHER USES														
CURRENT EXPENDITURES														
Cost of Energy	225,332	81.1%	271,934	82.6%	201,686	87.5%	237,481	91.0%	217,661	81.0%	244,419	90.8%	250,793	92.8%
Data Manager	1,401	0.5%	2,345	0.7%	1,688	0.7%	1,891	0.7%	2,084	0.8%	2,137	0.8%	2,191	0.8%
Utilities Service Fees	620	0.2%	372	0.1%	272	0.1%	280	0.1%	287	0.1%	295	0.1%	302	0.1%
Staffing Costs	2,517	0.9%	6,346	1.9%	6,663	2.9%	6,995	2.7%	7,344	2.7%	7,711	2.9%	8,096	3.0%
Contract Services	1,207	0.4%	1,721	0.5%	1,198	0.5%	964	0.4%	944	0.4%	976	0.4%	1,023	0.4%
Legal Services	933	0.3%	675	0.2%	704	0.3%	739	0.3%	776	0.3%	814	0.3%	855	0.3%
Marketing and Customer Enrollment	1,183	0.4%	2,304	0.7%	2,327	1.0%	2,440	0.9%	2,560	1.0%	2,685	1.0%	2,815	1.0%
Other G&A	808	0.3%	1,086	0.3%	1,073	0.5%	1,102	0.4%	1,121	0.4%	1,146	0.4%	1,163	0.4%
Energy Programs (Transfer to Programs Fund)	500	0.2%	750	0.2%	1,000	0.4%	1,250	0.5%	1,500	0.6%	1,750	0.7%	2,000	0.7%
	234,500	84.4%	287,533	87.3%	216,611	94.0%	253,143	97.0%	234,277	87.2%	261,933	97.3%	269,238	99.6%
OTHER USES														
Capital Outlay	0	0.0%	125	0.0%	15	0.0%	15	0.0%	15	0.0%	15	0.0%	15	0.0%
Total Other Uses	0	0.0%	125	0.0%	15	0.0%	15	0.0%	15	0.0%	15	0.0%	15	0.0%
DEBT SERVICE														
Interest costs - nonoperating	629	0.2%	314	0.1%	353	0.2%	366	0.1%	409	0.2%	416	0.2%	82	0.0%
Finance costs - Principal	0	0.0%	68	0.0%	23	0.0%	(61)	(0.0%)	3,103	1.2%	0	0.0%	0	0.0%
Total Expenditures and Other Uses	235,130	84.6%	288,040	87.5%	217,001	94.2%	253,463	97.1%	237,804	88.5%	262,364	97.5%	269,335	99.7%
Net Income Surplus/(Deficit) BEFORE Fund Transfers	42,834	15.4%	41,135	12.5%	13,400	5.8%	7,496	2.9%	30,998	11.5%	6,788	2.5%	854	0.3%
Program Balance:														
Carryover Balance	0		500		0		0		0		0		0	
Transfers from Operating Fund	500	0.2%	750	0.2%	1,000	0.4%	1,250	0.5%	1,500	0.6%	1,750	0.7%	2,000	0.7%
Propose to Spend	0	0.0%	(1,250)	(0.4%)	(1,000)	(0.4%)	(1,250)	(0.5%)	(1,500)	(0.6%)	(1,750)	(0.7%)	(2,000)	(0.7%)
Ending Balance	500		0		0		0		0		0		0	
Reserve Balance:														
Carryover balance	11,378	4.1%	46,562	14.1%	87,698	38.1%	101,098	38.7%	108,594	40.4%	139,591	51.9%	146,380	54.2%
Net Margin	42,834	15.4%	41,135	12.5%	13,400	5.8%	7,496	2.9%	30,998	11.5%	6,788	2.5%	854	0.3%
Cash Financing	(7,650)	(2.8%)	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Ending balance	46,562		87,698		101,098		108,594		139,591		146,380		147,234	
% of operating expenses	20%		31%		47%		43%		60%		56%		55%	

Note: This five-year outlook is subject to changes as new information is available regarding the market cost of energy, PCIA, and other industry expenditures.

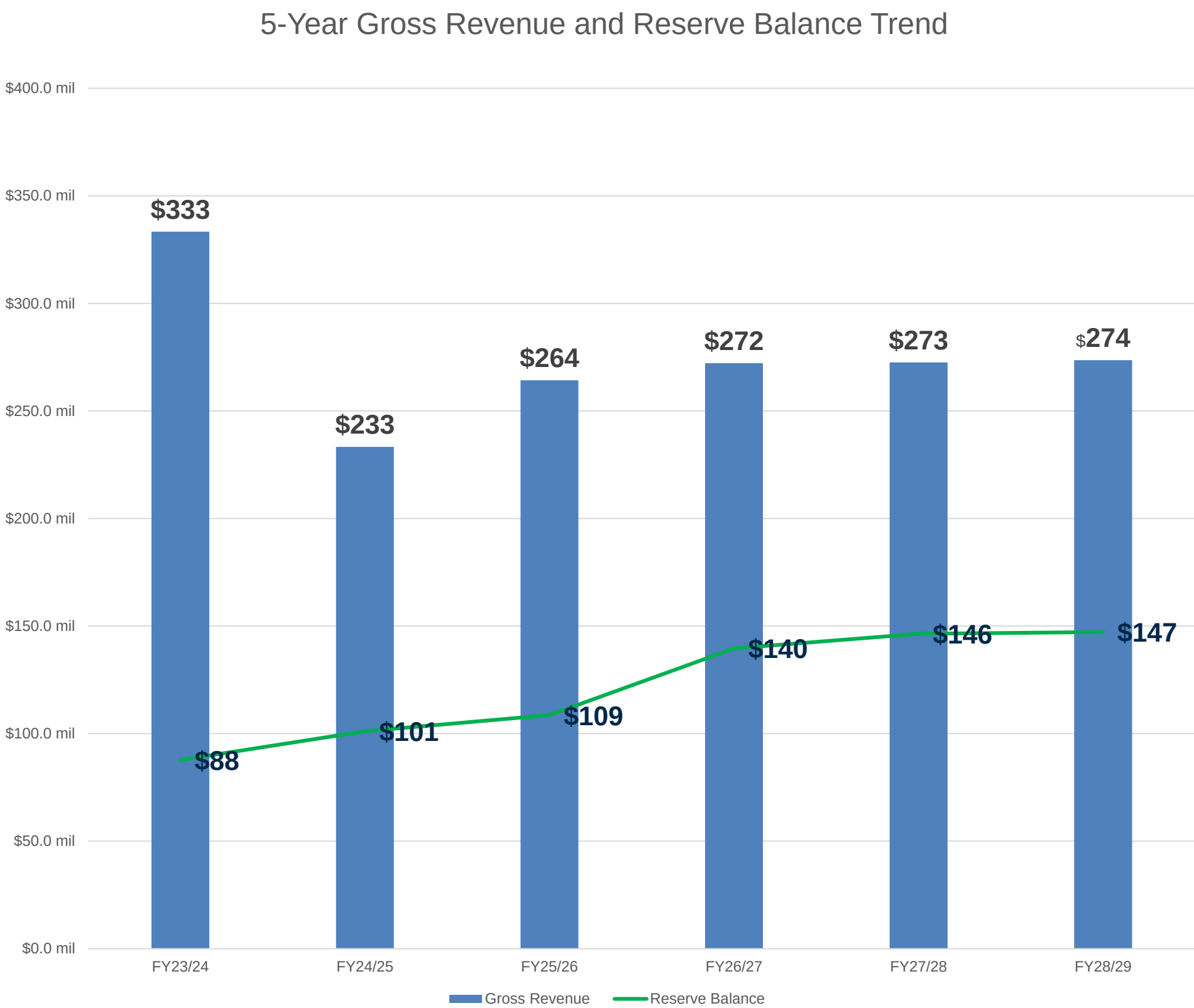
Maintaining healthy reserves to absorb numerous risks



5-Year OCPA Financial Proforma – Rate Stabilization Reserve Fund Trend

OCPA has built a Rate Stabilization Reserve Fund (RSF) with the primary objective of establishing a long-term financial plan to obtain an investment-grade credit rating and secure energy procurement at competitive prices. Additionally, the RSF ensures stable rates for OCPA’s customers. Functioning as a safeguard, the RSF will absorb any surplus or deficiency that may arise in each fiscal year. In cases where necessary, OCPA may make withdrawals from the RSF to maintain competitive rates or address emergencies, subject to board approval.

In the first year of full operations for OCPA, FY23/24, the projected RSF balance is estimated to be \$88 million, equivalent to 31% of the total operating budget expenditures. Over the course of three years of full operations, it is anticipated that the RSF balance will grow and meet the reserve target equivalent to 50% of the total operating budget expenditures by the end of FY26/27. Meeting this target will enable OCPA to initiate the credit rating application process with S&P Global, further enhancing its financial position and credibility.

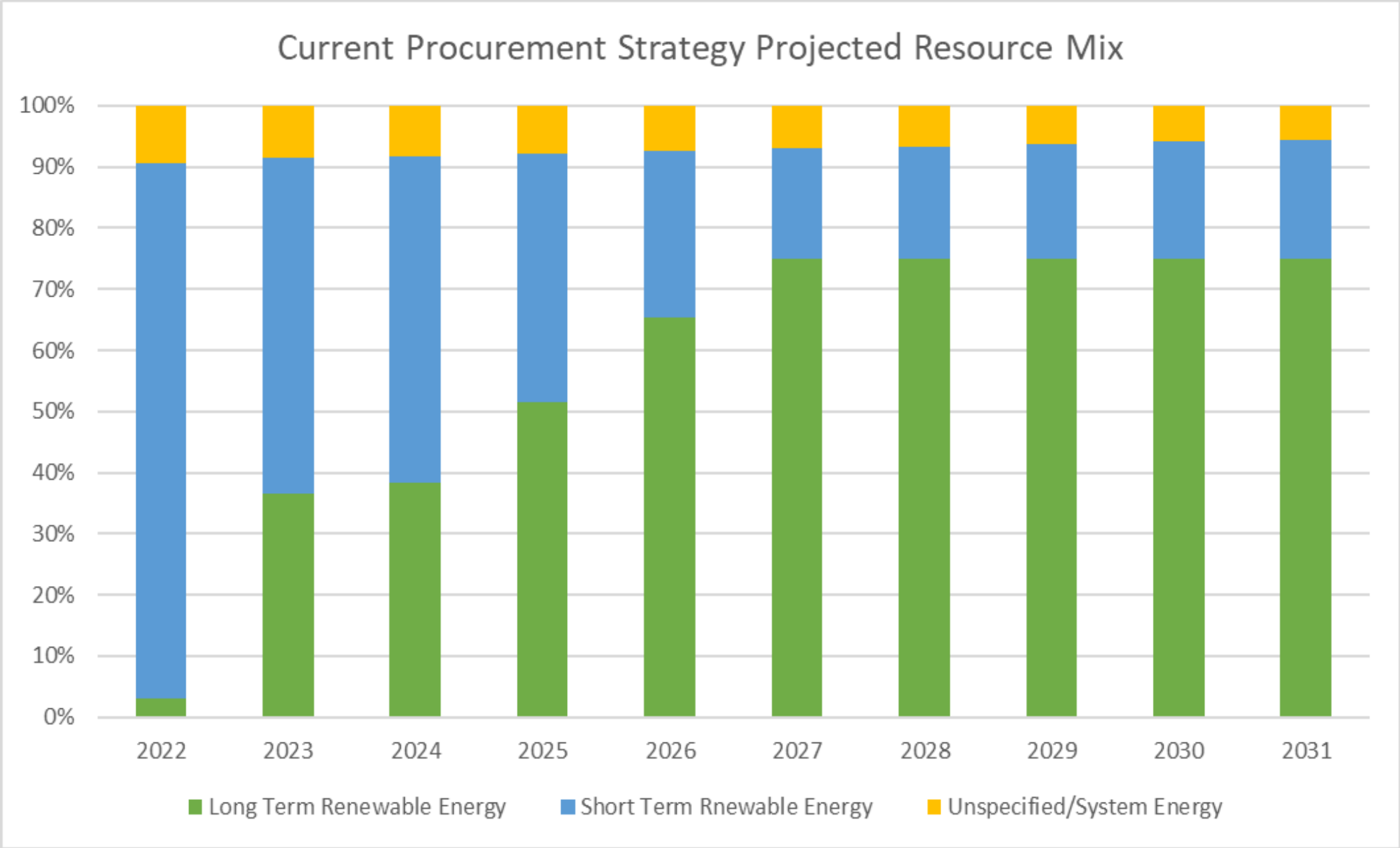


5-Year OCPA Financial Proforma – Long-Term Procurement Strategy

The estimation of the Cost of Energy is based on OCPA's long-term procurement strategy, existing power contracts, and market price projections for future energy purchases. The accompanying graph illustrates the projected resource mix aligned with OCPA's procurement strategy.

During the 2023-24 period, power supply costs are anticipated to rise due to high forward energy prices. However, over the subsequent four years, these costs are expected to stabilize as forward energy prices reach a peak in 2023 and gradually decrease. The implementation of fixed-price contracts has contributed to stabilizing OCPA's overall cost of energy.

Looking ahead, market energy prices are assumed to experience an annual increase of 3% over the long term. Resource Adequacy costs are expected to remain elevated and may follow an unpredictable trajectory until sufficient storage capacity is established in California.

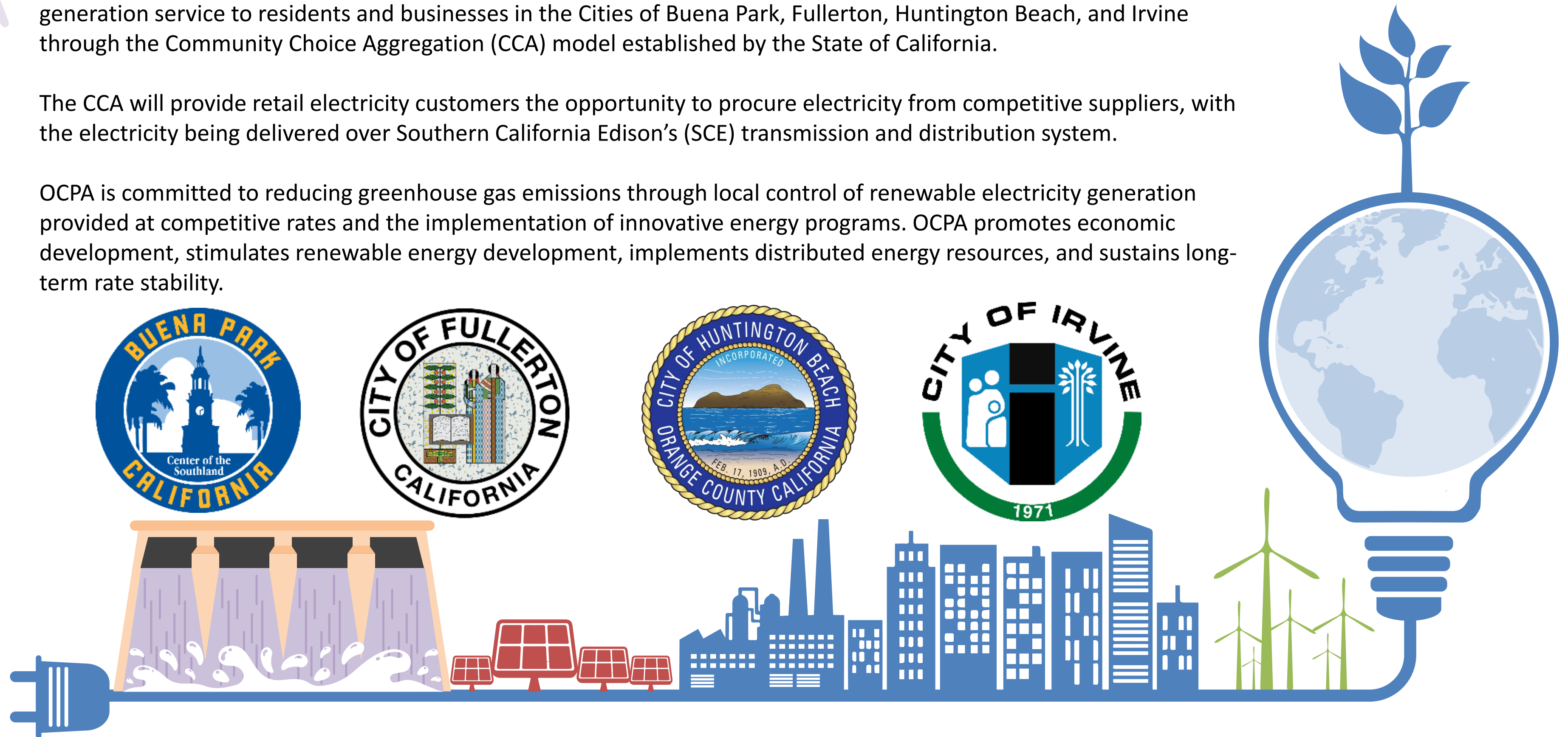


About OCPA

Orange County Power Authority (OCPA) is a Joint Powers Authority formed in November 2020 to provide electric generation service to residents and businesses in the Cities of Buena Park, Fullerton, Huntington Beach, and Irvine through the Community Choice Aggregation (CCA) model established by the State of California.

The CCA will provide retail electricity customers the opportunity to procure electricity from competitive suppliers, with the electricity being delivered over Southern California Edison's (SCE) transmission and distribution system.

OCPA is committed to reducing greenhouse gas emissions through local control of renewable electricity generation provided at competitive rates and the implementation of innovative energy programs. OCPA promotes economic development, stimulates renewable energy development, implements distributed energy resources, and sustains long-term rate stability.



2023 OCPA BOARD



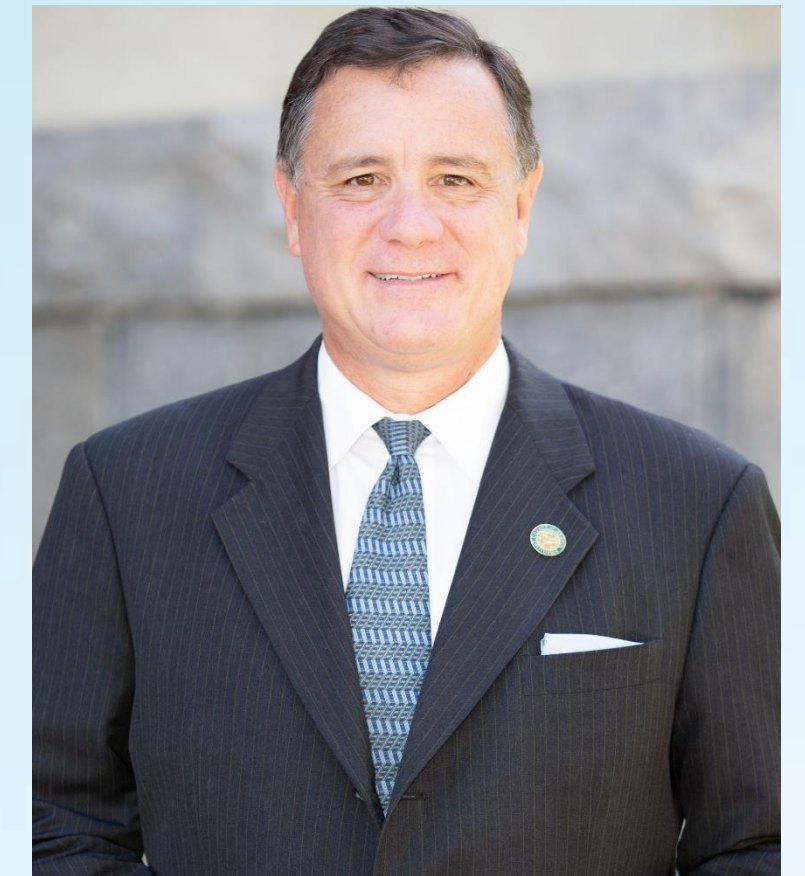
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County of Orange

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James Caiopoulos – City of Irvine

Oscar Valadez – Member at Large

Senait Forthal – Member at Large

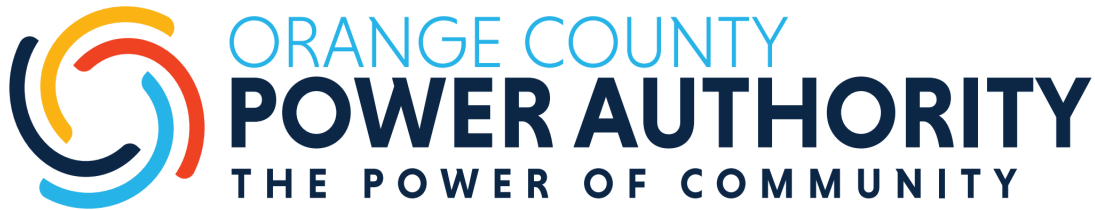
Vacant – County of Orange

Vacant - County of Orange

2023 OCPA COMMUNITY ADVISORY COMMITTEE



The OCPA Community Advisory Committee is comprised of 12 members consisting of two members appointed from each member jurisdiction and two at-large members.



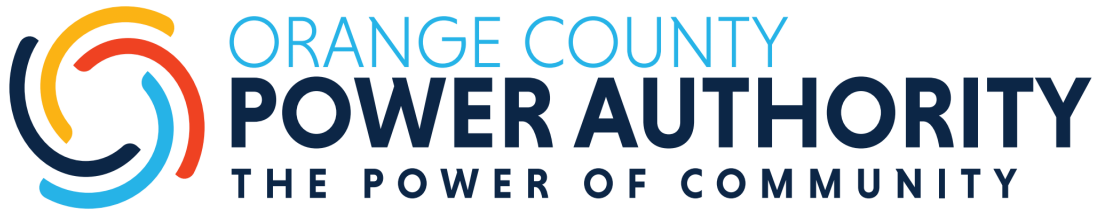
DRAFT 1: Job Description
Regulatory and Legislative Manager

Summary

The Regulatory and Legislative Manager works under the general direction of the Chief Executive Officer overseeing regulatory and legislative matters for Orange County Power Authority (OCPA). This position works closely with regulatory agencies, CalCCA, CCAs, local and state representatives, board members, lobbyists, and legal counsels on key regulatory and legislative matters.

Essential Duties and Responsibilities (including but not limited to):

- Leads and develops legislative and regulatory policies and strategies related to OCPA, CCAs, and electric industry in California.
- Develops and implements strategies to accomplish OCPA legislative and regulatory goals.
- Develops written and oral advice for the Chief Executive Officer, COO, CFO, and General Counsel.
- Advises and consults with all levels of OCPA and its Boards, committees, and councils, on key legal and policy matters related to regulatory and legislative policy developments.
- Represents and advocates on behalf of OCPA, its members, and customers before government and regulatory bodies.
- Directs, represents, and oversees the representation of OCPA before various regulatory agencies in matters affecting community choice aggregators (CCAs) and the electric industry.
- Engages in ratemaking proceedings, investigations, rulemakings, compliance matters, and proposed legislation.
- Advances and defends OCPA positions through applications, briefs, legal memoranda, and discovery requests/responses.
- Supervises the preparation of the testimony and exhibits of expert witnesses.
- Provides analysis of technical, regulatory, and legislative issues.
- Works with internal staff and external contractors to implement proposed legislative and regulatory activities.
- Other related duties as needed.



Minimum Qualifications

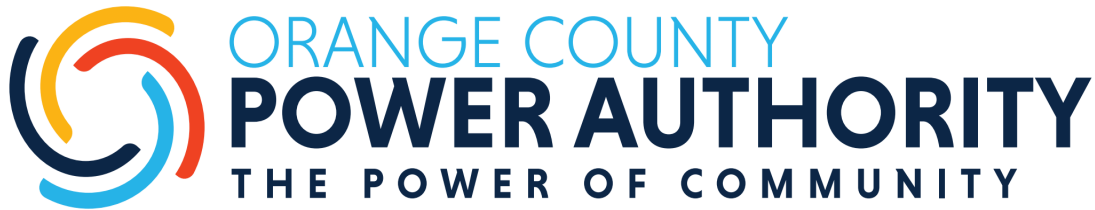
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

- California electric utility regulatory issues.
- California regulatory practices, protocols, and procedures.
- California utility rate design, electric resource planning, demand resource solutions and regulatory relations
- California legislative process and protocols.
- Communications portals and web-based resources for regulatory and legislative activity.
- Principles and practices in the areas of Power Charge Indifference Adjustment structure and calculations, energy resources and procurement and other to be determined areas.

Ability to:

- Prepare clear and comprehensive correspondence, reports, presentations, proposals, and carry out independent research and fact-finding assignments.
- Determine, develop, and implement objectives, strategies, policies, procedures, work standards, and internal controls to achieve goals.
- Define problem areas and evaluate, recommend, and implement alternative solutions to complex issues and problems.
- Effectively represent OCPA before the Legislative and Regulatory Committee, Community Advisory Committee, city councils, and other local, regional, state, and federal agencies, as well as in public meetings with local citizens.
- Deal tactfully and maintain effective working and diplomatic relations with various levels of staff, the public, civic organizations, and representatives from governmental, industry, media, and other agencies.
- Demonstrate sensitivity to and respect for the rights of individuals and differences in people's ethnic and cultural heritage, attitudes, beliefs, goals, and interests.
- Promote teamwork, a positive work environment, and collaborative problem solving.
- Work effectively under stressful situations involving tight deadlines as well as confrontation and conflict.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.



Experience/Education

Any combination of education and experience, which would provide the knowledge and abilities listed. A typical way to obtain the require qualifications would be:

Master's degree or higher in business administration, public administration, environmental science, economics, or related field.

AND

A minimum of seven (7) years of progressively responsible experience working on complex regulatory, legislative or energy matters at an electric utility, public agency/municipality or in a closely related field, with experience in the California energy regulatory industry.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer/laptop; to operate a motor vehicle and to visit various meeting sites in Orange County for the conduct of the Authority's business. This is primarily a sedentary office classification, although standing in and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve information using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

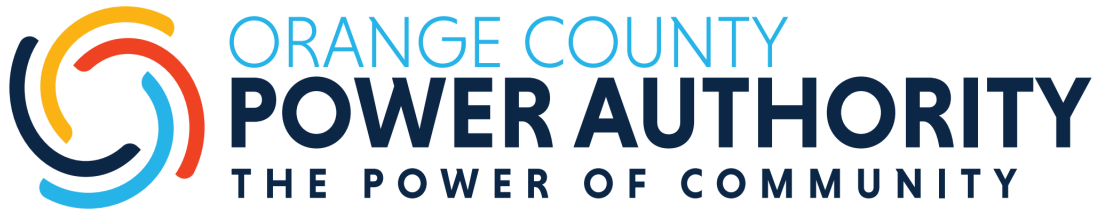
ENVIRONMENTAL ELEMENTS

This is primarily a sedentary classification, and the employee works in an office environment with moderate noise levels, controlled temperature conditions, and no known direct exposure to hazardous physical substances. The employee interfaces with staff, management, other Authority's representatives, and government officials, business representatives, and the general public in explaining the Authority's programs and requesting and providing information.

COMPENSATION AND BENEFITS

Salary is commensurate with experience. The salary range for this position is \$114,000 to \$160,000 per year. OCPA offers a generous benefits package that includes:

- Individual, family, and domestic partner health insurance (medical, dental, vision)
- Life, short-term disability, and long-term disability insurance coverages
- Retirement with employer matching



- Paid-time-off (PTO) and holidays
- Health and wellness reimbursement benefit
- Technology stipend
- Flexible spending accounts (FSA) – health and dependent care
- Employee Assistance Program (EAP)

This is an exempt position. This is not a civil service position; however, some OCPA employees may be required to submit a Statement of Economic Interests form, also known as the Form 700.

Orange County Power Authority is an equal opportunity employer to all, regardless of age, ancestry, color, disability (mental and physical), exercising the right to family care and medical leave, gender, gender expression, gender identity, genetic information, marital status, medical condition, military or veteran status, national origin, political affiliation, race, religious creed, sex (includes pregnancy, childbirth, breastfeeding and related medical conditions), and sexual orientation.

DRAFT 1: Job Description
Rate and Billing Operations Manager

SUMMARY

The Rates & Billings Operations Manager, leads rate setting and rate implementation, as well as, manages/analyses our customer data processing. The position is responsible for collecting and maintaining the internal and external information necessary to monitor and communicate organizational performance on key goals and metrics in rate setting, analysis and customer data management, and for coordinating rate implementation with OCPA's communications team and supporting business teams.

EXAMPLES OF DUTIES / FUNCTIONS

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Duties and responsibilities include, but are not limited to:

- Support OCPA's goal setting and planning processes for budget, mid-term update as well as even-based financial budget update.
- Coordinate any rate updates with the business supporting groups for budgets and forecasts on rates, Power Charge Indifference Adjustment (PCIA), and other charges.
- Cooperate with our billing management team for monitoring regular KPIs and resolving any customer issues.
- Work closely with our rate consultants for regular rates changes and annual rates changes using the IOU tariffs and filings to CPUC.
- Monitor IOU's rates as well as other CCA's rates to find competitive advantages for our customers.
- Communicate diligently with our IOU partner and Cal-CCA group for any issue resolution as well as any updates in policies and procedures.
- Communicate with internal parties for any data management topics that our communications manager should acknowledge.
- Support diverse special projects as needed, from planning stage through close-out, including managing consultants and contracts, developing and adhering to budgets, and facilitating cross-functional teams.
- Prepare, deliver, and present reports and presentations to management and staff. Support development of Board reports and presentations.
- Other duties as assigned.

Required Skills

- Excellent organizational, interpersonal, and analytical skills.
- Excellent verbal and written communication skills.



- High attention to detail with strong organizational skills.
- Strong project management skills.
- High level of productiveness in cooperation with associated individuals and parties
- Proficient with Microsoft Office Suite (including Excel and PowerPoint) and data visualization tools or related software such as PowerBI or Tableau. Experience with SQL, relational databases such as Snowflake, and data analysis tools such as Python is a plus.

QUALIFICATIONS

Minimum Qualifications

Education and Experience: Education and experience equivalent to a Bachelor of Arts or Bachelor of Science degree from an accredited college or university in Engineering, Information Science, Math, Economics, or a related field and at least six years of experience in utility rates, rate-setting and customer billing management. Experience working in a public utility and/or a Community Choice Aggregation is highly desirable, but not a requirement.

Knowledge Of:

- Utility industry, service options, terminology, rates, and billing.
- Energy usage profiles for Commercial & Industrial customers and key energy considerations such as demand charges, TOU rates etc.
- California energy policy and regulations, clean energy market development drivers and clean energy adoption by Commercial & Industrial customers.
- Key business associations and community organizations within OCPA's four cities.
- Community Choice Aggregation (CCA) landscape in California.
- Data skills essential to billing and cost analysis, including developing spreadsheets and using formulae and functions to verify cost and emissions data for customers.
- Microsoft Office Suite including Excel, Word, and PowerPoint.

Ability to:

- Have a strong work ethic, take initiative, and be comfortable working in a fast paced, start-up environment
- Demonstrate integrity, patience, tact, and courtesy at all times
- Enjoy engaging with passionate internal and external stakeholders
- Be detail-oriented with strong organizational and analytical skills
- Ensure projects and reports are completed in a timely and accurate manner
- Work independently with minimum supervision and as a team member
- Exercise good judgment in handling multiple priorities to meet deadlines and open-ended tasks
- Work accurately and swiftly under pressure
- Have a high tolerance for uncertainty and know how to bring things to resolution
- Work well on diverse teams

Other Qualifications

Analytical Thinking: Approaches a problem or situation by using a logical, systematic, sequential approach.



Collaboration: Develops networks and builds alliances; engages in cross-functional activities.

Communication Skills: Effectively conveys information and expresses thoughts and facts clearly, orally and in writing; demonstrates effective use of listening skills and displays openness to other people's ideas and thoughts.

Fiscal Management: Demonstrates strong financial management skills and oversees complex energy procurement practices with large financial impacts for the organization. Complies with applicable laws and policies.

Leadership: Leads by example; demonstrates high ethical standards; remains visible and approachable and interacts with others on a regular basis; promotes a cooperative work environment, allowing others to learn from mistakes; provides motivational supports and direction.

Vision/Strategic Thinking: Supports, promotes, and ensures alignment with the organization's vision and values; understands how an organization must change considering internal and external trends and influences; builds a shared vision with others and influences others to translate vision to action.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer / laptop; to operate a motor vehicle and to visit various meeting sites in Orange County for the conduct of the OPCA's business. This position will be expected to travel throughout the OPCA's territory to interact with customers and may from time-to-time work in the evenings and on weekends. Finger dexterity is needed to access, enter, and retrieve information using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

This is primarily a sedentary classification, and the employee works in an office environment with moderate noise levels, controlled temperature conditions, and no known direct exposure to hazardous physical substances. The employee interfaces with staff, management, other OPCA's representatives, and government officials, business representatives, and the public in explaining the OPCA's programs and requesting and providing information.

COMPENSATION AND BENEFITS

Salary is commensurate with experience. The salary range for this position is \$114,000 to \$160,000 per year. OPCA offers a generous benefits package that includes:

- Individual, family, and domestic partner health insurance (medical, dental, vision)
- Life, short-term disability, and long-term disability insurance coverages
- Retirement with employer matching
- Paid-time-off (PTO) and holidays
- Health and wellness reimbursement benefit
- Technology stipend



- Flexible spending accounts (FSA) – health and dependent care
- Employee Assistance Program (EAP)

This is an exempt position. This is not a civil service position; however, some OCPA employees may be required to submit a Statement of Economic Interests form, also known as the Form 700.

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SUMMARY

The Data and Systems analyst, assists building and maintaining data analytics platform including data pipeline, cloud database, dashboards as well as managing internal and external parties' data need.

EXAMPLES OF DUTIES / FUNCTIONS

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Duties and responsibilities include, but are not limited to:

- Oversee the analysis of business and information needs in order to design optimal solutions for IT and business management concerning the application of technology to business opportunities, planning and implementation of cross-functional applications.
- Assists Director of Finance and Data Systems manager to build the platform.
- Monitor IOU's raw AMI data as well as historical data to draw meaningful insights for our business.
- Monitor Data Management partner's data to establish our understanding about any changes
- Communicate diligently with our IOU partner and Cal-CCA group for any issue resolution as well as any updates for dataset/data processing.
- Communicate with internal parties for any data need.
- Develop and manage dashboards for the data analytic platform.
- Support diverse special projects as needed, from planning stage through close-out, including managing consultants and contracts, developing and adhering to budgets, and facilitating cross-functional teams.
- Prepare, deliver, and present reports and presentations to management and staff. Support development of Board reports and presentations.
- Other duties as assigned.

Required Skills

- Excellent organizational, interpersonal, and analytical skills.
- Excellent verbal and written communication skills.
- High attention to detail with strong organizational skills.
- Strong project management skills.
- High level of productiveness in cooperation with associated individuals and parties
- Proficient with Microsoft Office Suite (including Excel and PowerPoint) and data visualization tools or related software such as PowerBI or Tableau. Experience with SQL, relational databases such as Snowflake, and data analysis tools such as Python is a plus.
- Understanding database architecture and setting up RBMS on cloud based database

QUALIFICATIONS

Minimum Qualifications

Education and Experience: Education and experience equivalent to a Bachelor of Arts or Bachelor of Science degree from an accredited college or university in Engineering, Information Science, Math, Economics, or a related field and at least six years of experience in utility rates, rate-setting and customer billing management. Experience working in a public utility and/or a Community Choice Aggregation is highly desirable, but not a requirement.

Knowledge Of:

- Utility industry, service options, terminology, rates, and billing.
- Energy usage profiles for Commercial & Industrial customers and key energy considerations such as demand charges, TOU rates etc.
- California energy policy and regulations, clean energy market development drivers and clean energy adoption by Commercial & Industrial customers.
- Key business associations and community organizations within OCPA's four cities.
- Community Choice Aggregation (CCA) landscape in California.
- Data skills essential to billing and cost analysis, including developing spreadsheets and using formulae and functions to verify cost and emissions data for customers.
- Microsoft Office Suite including Excel, Word, and PowerPoint.
- Understanding database architecture and setting up RBMS on cloud based database

Ability to:

- Have a strong work ethic, take initiative, and be comfortable working in a fast paced, start-up environment
- Demonstrate integrity, patience, tact, and courtesy at all times
- Enjoy engaging with passionate internal and external stakeholders
- Be detail-oriented with strong organizational and analytical skills
- Ensure projects and reports are completed in a timely and accurate manner
- Work independently with minimum supervision and as a team member
- Exercise good judgment in handling multiple priorities to meet deadlines and open-ended tasks
- Work accurately and swiftly under pressure
- Have a high tolerance for uncertainty and know how to bring things to resolution
- Work well on diverse teams

Other Qualifications

Analytical Thinking: Approaches a problem or situation by using a logical, systematic, sequential approach.

Collaboration: Develops networks and builds alliances; engages in cross-functional activities.

Communication Skills: Effectively conveys information and expresses thoughts and facts clearly, orally and in writing; demonstrates effective use of listening skills and displays openness to other people's

Fiscal Management: Demonstrates strong financial management skills and oversees complex energy procurement practices with large financial impacts for the organization. Complies with applicable laws and policies.

Leadership: Leads by example; demonstrates high ethical standards; remains visible and approachable and interacts with others on a regular basis; promotes a cooperative work environment, allowing others to learn from mistakes; provides motivational supports and direction.

Vision/Strategic Thinking: Supports, promotes, and ensures alignment with the organization's vision and values; understands how an organization must change considering internal and external trends and influences; builds a shared vision with others and influences others to translate vision to action.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer / laptop; to operate a motor vehicle and to visit various meeting sites in Orange County for the conduct of the OPCA's business. This position will be expected to travel throughout the OPCA's territory to interact with customers and may from time-to-time work in the evenings and on weekends. Finger dexterity is needed to access, enter, and retrieve information using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

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COMPENSATION AND BENEFITS

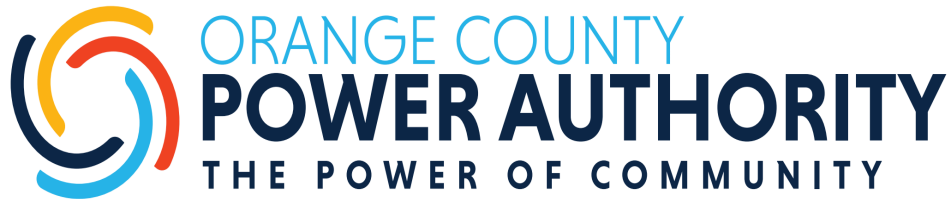
Salary is commensurate with experience. The salary range for this position is \$98,000 to \$139,000 per year. OPCA offers a generous benefits package that includes:

- Individual, family, and domestic partner health insurance (medical, dental, vision)
- Life, short-term disability, and long-term disability insurance coverages
- Retirement with employer matching
- Paid-time-off (PTO) and holidays
- Health and wellness reimbursement benefit
- Technology stipend
- Flexible spending accounts (FSA) – health and dependent care
- Employee Assistance Program (EAP)

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DRAFT 1: Job Description Community Engagement Manager

SUMMARY

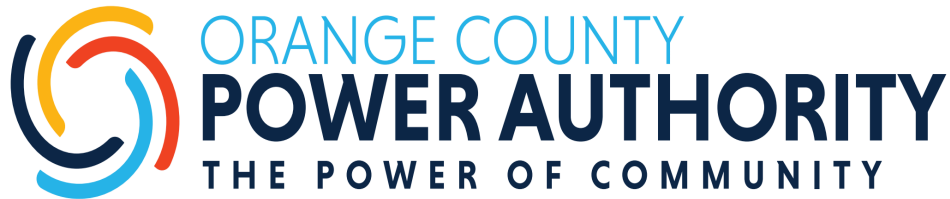
Under the direction of the Director of Communications & External Affairs, the Community Engagement Manager will serve as liaison between OPCA's internal team and community stakeholders to help inform the public about OPCA's operations and programs. This role involves direct communication with community-based organizations, government staff and local leaders. The Community Engagement Manager will design and implement strategic outreach with key stakeholders via professional networking, workshops, presentations, and community events.

EXAMPLES OF DUTIES / FUNCTIONS

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Duties and responsibilities include, but are not limited to:

- Develops and executes effective community outreach strategies to increase programmatic awareness and a positive perception of OPCA
- Supports the coordination and execution of outreach activities and events including tabling events, facilitating community meetings, participating in public forums
- Attends public events on a weekly basis
- Builds and maintains relationships with key stakeholders including members of the environmental and social justice communities, neighborhood and community development organizations, and local schools, colleges and universities.
- Assist in the decision analysis of corporate memberships and event sponsorships.
- Serves as the main liaison for the Community Advisory Committee (CAC) and administers monthly meetings
- Support the Marketing & Communications Committee
- Develops strategies and activities to grow awareness and inspire customer participation in OPCA's services and programs
- Support the implementation of community outreach efforts to enhance OPCA awareness and customer experience
- Proactively arrange, plan and facilitate meetings and correspondence with both community and stakeholder organizations
- Represents and speaks at various public events on behalf of OPCA to clearly articulate its vision to provide cleaner power at competitive rates, expand local energy control, and develop customer programs that make a positive impact
- Collaborates with OPCA's marketing and communications staff and consultants in engaging with customers on social media, through digital and print materials, media, and other communication channels



- Researches and identifies organizations throughout Orange County, targeting influential groups and community leaders to build support for OCPA's programs and projects
- Assists in public events (in-person or virtual) to educate the general public about OPCA's mission and community benefit
- Manages the budget for outreach events
- Regularly report on outreach activities and engagement achieved to OCPA and external agencies as needed.
- Other duties as assigned

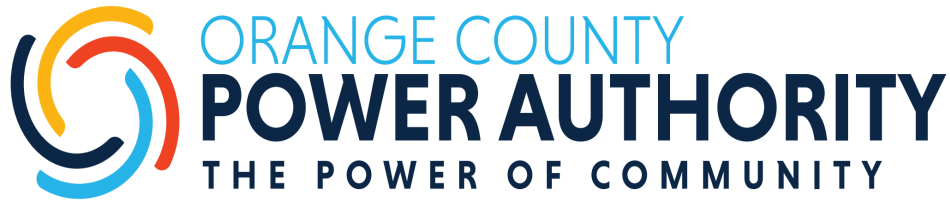
QUALIFICATIONS

Minimum Qualifications

- Education and experience equivalent to a Bachelor of Arts or Bachelor of Science degree from an accredited college or university in communications, business, marketing, public administration, political science, sustainability/environmental planning, or a related field and at least four years of experience in Communications, Marketing related experience in a professional setting, such as a nonprofit, corporate or public sector agency
- Strong passion for customer service and supporting communities of concern
- Presentation experience working with community groups and organizations.
- Minimum 2 years' experience leading work teams, with superior facilitation, interpersonal, verbal, and written communication skills
- Ability to communicate and collaborate effectively with a variety of individuals representing diverse cultures, backgrounds, and languages
- Outreach program design experience as may have been gained with public agencies, environmental organizations and/or outreach communities
- Event management and planning, excellent organizational skills and attention to detail
- Ability to communicate clearly, concisely and persuasively, verbally and in writing
- Tact, diplomacy and discretion in dealing with sensitive and complex issues
- Familiarity with local political, social and economic landscape as well as Orange County regional stakeholders
- High proficiency with Microsoft Office Suite, Word, Excel and PowerPoint, SharePoint, and ability to use virtual meeting applications
- Ability to attend and/or travel to meetings, and community events locally in Orange County to meet with stakeholders. Must have access to reliable transportation, and if driving an automobile, a good driving record. OCPA to reimburse mileage expense at the IRS mileage rate
- Must reside in Orange County or be willing to relocate upon hire

Preferred Skills/Experience

- Proven track record on achieving strong community engagement results
- Written and verbal Spanish proficiency
- Ability to run public meetings in compliance with the California Ralph M. Brown Act
- Experience tracking expenses and developing annual budget proposals



Other Qualifications

Analytical Thinking: Approaches a problem or situation by using a logical, systematic, sequential approach.

Collaboration: Develops networks and builds alliances; engages in cross-functional activities.

Communication Skills: Effectively conveys information and expresses thoughts and facts clearly, orally and in writing; demonstrates effective use of listening skills and displays openness to other people's ideas and thoughts.

Fiscal Management: Demonstrates strong financial management skills and oversees complex energy procurement practices with large financial impacts for the organization. Complies with applicable laws and policies.

Leadership: Leads by example; demonstrates high ethical standards; remains visible and approachable and interacts with others on a regular basis; promotes a cooperative work environment, allowing others to learn from mistakes; provides motivational supports and direction.

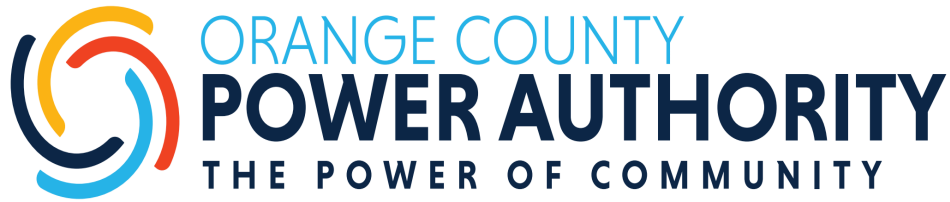
Vision/Strategic Thinking: Supports, promotes, and ensures alignment with the organization's vision and values; understands how an organization must change considering internal and external trends and influences; builds a shared vision with others and influences others to translate vision to action.

PHYSICAL DEMANDS

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ENVIRONMENTAL ELEMENTS

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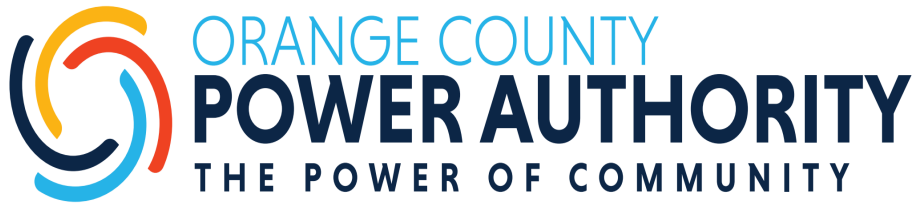
COMPENSATION AND BENEFITS

Salary is commensurate with experience. The salary range for this position is \$98,000-\$139,000 per year. OCPA offers a generous benefits package that includes:

- Individual, family, and domestic partner health insurance (medical, dental, vision)
- Life, short-term disability, and long-term disability insurance coverages
- Retirement with employer matching
- Paid-time-off (PTO) and holidays
- Health and wellness reimbursement benefit
- Technology stipend
- Flexible spending accounts (FSA) – health and dependent care
- Employee Assistance Program (EAP)

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DRAFT 1: Job Description
Communications & External Affairs Department Internship
Two (2) Interns

SUMMARY

Under the direction of the Director of Communications & External Affairs, this internship provides a look into the energy industry and the daily operations of a Community Choice Aggregation (CCA) program. The interns will work with OCPA team to fulfill administrative tasks, event planning and coordination, engagement opportunities, and research projects.

DISTINGUISHING CHARACTERISTICS

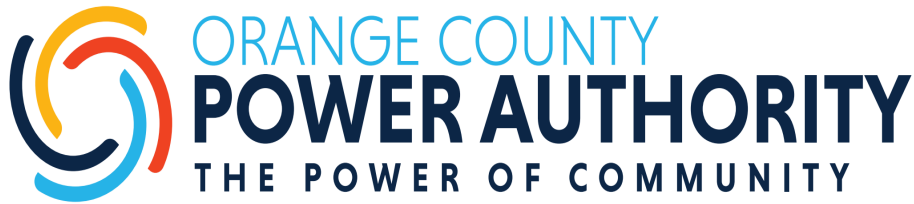
Candidates must possess excellent writing and verbal communication skills and must be highly collaborative team players with the ability to thrive in an office environment. Candidates should also have basic to intermediary proficiency with Microsoft Office Suite. This role will require the prioritization of multiple tasks at once and the efficient completion of projects.

This internship requires 10-20 hours per week, and scheduling would fall within normal office hours from Monday to Friday between the hours of 9 AM and 5 PM; however, it may require participation outside of regular business hours, such as at community events and meetings. The position will be located alongside staff at the office in Irvine, California, and the position is open to college and graduate students, as well as post-graduates.

EXAMPLES OF DUTIES / FUNCTIONS

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees with disabilities can perform the essential functions of the job.

- **Administrative Tasks**
 - Updating customer account information
 - Preparing informational materials
 - Maintaining an inventory of office supplies
 - Designing and maintaining an inventory of collateral
 - Updating the customer FAQ document
 - Assisting with the creation of PowerPoint presentations
 - Facilitating meeting scheduling and logistics
 - Assisting with Community Advisory Committee meeting preparation
 - Taking meeting notes and consolidating staff feedback
- **Event Planning**
 - Attending local events with staff
 - Identifying event participation opportunities



- Confirming the scheduling of approved events
 - Processing registration for events
 - Assisting in set-up, operation, and tear-down of events
 - Tracking attendance and participation at events
 - Distributing event photos to Communications & External Affairs team
- Engagement Opportunities
 - Serving as an initial point of contact for certain customer inquiries
 - Assisting with content creation for social media
 - Coordinating college and university level outreach
- Research Projects
 - Aggregating relevant local news and public input in regular reports
 - Searching for innovative ideas that can benefit OCPA customers
 - Identifying content creation opportunities on the website

QUALIFICATIONS

Minimum Qualifications

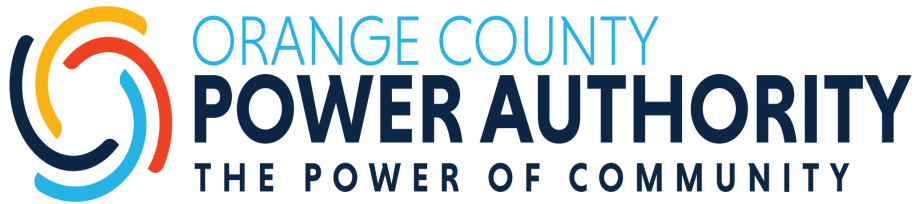
- Education and Experience: A current student or alumnus from an accredited college or university, preferably in Business, Economics, Engineering, Environmental Studies, Law, Public Administration/Public Policy, Natural Resources, or a related field to utility business and/or energy.
- Must have access to reliable transportation, and if driving an automobile, a good driving record. OCPA reimburses mileage expense at the IRS mileage rate

Other Qualifications

- Analytical Thinking: Approaches a problem or situation by using a logical, systematic, sequential approach.
- Collaboration: Develops networks and builds alliances; engages in cross-functional activities.
- Communication Skills: Effectively conveys information and expresses thoughts and facts clearly, orally and in writing; demonstrates effective use of listening skills and displays openness to other people's ideas and thoughts.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer / laptop; to operate a motor vehicle and to visit various meeting sites in Orange County for the conduct of the Authority's business. This is primarily a sedentary office classification, although standing in and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve information using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.



Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

This is primarily a sedentary classification, and the employee works in an office environment with moderate noise levels, controlled temperature conditions, and no known direct exposure to hazardous physical substances. The employee interfaces with staff, management, other OCPA representatives, and government officials, business representatives, and the general public in explaining the Authority's programs and requesting and providing information.

COMPENSATION AND BENEFITS

Salary is commensurate with experience. The salary range for this position is \$18-24 per hour. This is a non-exempt position.

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ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.3

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer for
Casey McKeon, Director

Subject: CONSIDERTION OF AND VOTE TO ORDERLY TERMINATE THE
JOINT POWERS AGREEMENT OF THE ORANGE COUNTY
POWER AUTHORITY

Date: June 21, 2023

RECOMMENDED ACTION

Consideration Of and Vote to Orderly Terminate the Joint Powers Agreement of the Orange County Power Authority

BACKGROUND

On May 18, 2023 Orange County Power Authority (OCPA) received the attached Memo from Director Casey McKeon. The memo requested that a discussion of consideration of and vote to orderly terminate the Joint Powers Agreement of the Orange County Power Authority in accordance with Sections 3.9.4.1 (iii) (termination), 3.9.4.1 (iv), and 6.4 be added to the June 21, 2023 Board agenda.

FISCAL IMPACT

None

ATTACHMENTS

Memo from Director Casey McKeon

May 18, 2023

To: Nicholaus Norvell, General Council, OCPA
Cc: Brian Probolsky, CEO, OCPA
Cc: Casey McKeon, Councilman, OCPA Board Representative

As board members, in accordance with Board Policy No. 12, I hereby place the following item for consideration on the Agenda of the June 21, 2023 OCPA Board Meeting: Consideration of and Vote to Orderly Terminate the Joint Powers Agreement of the Orange County Power Authority in accordance with Sections 3.9.4.1 (iii) (termination), 3.9.4.1 (iv), and 6.4. In accordance with Section 3.9.4.3, thirty (30) days advance written notice of the proposed vote is hereby given to the Parties. No substantive documents are included as the proposed vote is self-evident (i.e., termination).

Sincerely,



Tony Strickland
Mayor of Huntington Beach



Casey McKeon
Huntington Beach Councilman

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 11

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer

Subject: CHIEF EXECUTIVE OFFICER’S REPORT

Date: June 21, 2023

Marketing, Communications, and Events Updates

The Orange County Power Authority (OCPA) team has held multiple events this month, with many more to come.

On June 1st, we held two multicultural briefings which were extremely well attended and gave us an opportunity to meet with key leaders in multicultural communities throughout the region. Over the coming weeks, we’ll be following up with each of the key leaders to continue building strong, positive relationships. On that same day, we held an elected staffers luncheon at the OCPA office. This was a great event attended by several local, state, and federal staffers.

Last month, the OCPA team attended the Annual California Community Choice Association (CalCCA) Conference in San Diego. This was an opportunity for our team to attend various panel discussions on topics ranging from resource adequacy and energy procurement to energy legislation and innovative customer programs. The OCPA team also had an opportunity to meet with and learn from leaders throughout the energy sector, including all 24 of the other California CCAs, Vice Chair of the California Energy Commission (CEC), and President of the California Public Utilities Commission (CPUC).

On June 8, I attended my first CalCCA Monthly Board of Directors Meeting where I was elected to the Board. I am excited to continue our strong relationship with CalCCA and continue to learn from all the other CCA’s in the state and to advance the interests of all CCAs on the state and federal levels.

The OCPA team will be hosting booths at two events later this month. The first is the Cool Irvine 2023 Sustainability Fair on June 24th. This event will be held at Hanager 24 in Irvine from 10:00 AM to 1:00 PM. The second event is the Fullerton Day of Music on June 21st in the downtown museum plaza from 3:00 PM to 8:00 PM.

Orange County Power Authority Ongoing Net Energy Metering (NEM) Enrollments

The next Net Energy Metering (NEM) Enrollment phase will begin on August 1st. This phase includes nearly 3,200 NEM customers. NEM customers are being enrolled every other month based on their “true up” date with SCE. This allows customers to enjoy the full benefit of their

NEM program. Orange County Power Authority (OCPA) will continue to enroll residential NEM customers through October 2023.

OCPA offers many benefits to NEM customers, such as a 10% increase above SCE's Net Surplus Compensation (NSC) rate, a true up month in April, and monthly billing instead of annual. NEM customers are encouraged to visit <http://www.ocpower.org/nem> to learn more about the benefits OCPA offers to NEM customers.

Goal Setting Workshop

The Board's first Annual Goal Setting Workshop will be held on **Friday, June 16th at the Double Tree Hotel in Buena Park from 9:30 AM to 4:00 PM**. This will be an opportunity for the Board to review OCPA's mission and values and establish the focus areas and goals for 2023-2026. The results of this goal setting workshop will be on a future Board agenda for consideration and adoption.

Rate Change Update

On May 15, 2023, Southern California Edison (SCE) filed an advice letter to update its power cost forecast and outline rate changes effective June 1, 2023. On May 30, 2023, SCE provided the June Rate Factors file to OCPA team for rates update calculation. Calpine updated their billing system and new rates are expected to be effective on June 10, 2023. OCPA's website will be updated with rates comparison calculation by July 1, 2023. The OCPA rates schedule effective June 10, 2023 will be presented to the Board for ratification on July 19, 2023.

Improvement Plan Update

A few updates on our progress toward addressing every recommendation made in audits or reports of OCPA (see [OCPA Improvement Plan - Orange County Power Authority \(ocpower.org\)](http://www.ocpower.org)).

Regarding the California State Auditor's audit of OCPA, OCPA is responsible for updating the State Auditor on its progress at 60-days, 6-months, and 1-year from the issuance of the audit. OCPA updated the State Auditor on its 60-days progress on April 28, 2023. OCPA has not received any comments back from the State Auditor on its submitted update but has been informed that its update is under review. The next update is due in August 2023.

OCPA has completed, as of the 60-days update, a third of all recommendations made by the State Auditor. By the end of July, OCPA will have completed 94% of the recommendations with only one recommendation left to address, which is scheduled to be completed by December 2023.

OCPA met with the Auditor for the County of Orange to convey its progress on the recommendations made by the County.

Staffing Update

OCPA has open recruitments for Power Resources Director, and Energy Contracts and Compliance Analyst. OPCA team are currently scheduling interviews for Human Resources Generalist and IT Specialist positions. Additional recruitments will be posted shortly, in accordance with the staffing plan approved in December 2022.

Attachments

Quarterly Contract Report

Public Outreach Update

**Orange County Power Authority Contracts
As of June 30, 2023**

No.	Vendor	Start Date	End Date	NTE Amount	Expenses recorded against contract	Remaining NTE Amount	Notes	Contract Approved by the Board?	Contract Reported to the Board?	RFP to be Issued?
1	Baker Tilly (Management Partners, Inc.)	7/1/2021	6/30/2023	100,000.00	84,000.00	16,000.00	HR Consulting Support		Yes	See Remark below
2	Balance Public Relations	1/1/2023	9/30/2023	121,500.00	40,500.00	81,000.00	Strategic Consulting and Audit Compliance Advisory Services		Yes	
3	Best Best & Krieger	12/16/2020	See Notes	See Notes	1,615,179.23	See Notes	General Counsel, Financial & Power Procurement, Regulatory, Labor Related, and Special Legal Services. No NTE amount and contract end date. Costs are variable (time and materials).	Yes		RFP was issued on 2/24/2023
4	Calpine Energy Solutions	9/14/2021	9/13/2026	See Notes	582,150.87	See Notes	Data Management & Call Center Services. NTE and Amount Paid depend on the number of active accounts during the month.	Yes		
5	Golden Communications	3/1/2022	2/29/2024	120,000.00	61,110.00	58,890.00	Digital Services - Strategic Marketing, Branding, Communications, and Public Education and Outreach Campaign/Program, Website Development Svc	Yes		
6	Hana Park Place/LBA IV-PPI, LLC	2/9/2021	10/31/2023	See Notes	213,766.04	See Notes	Office lease	Yes	Yes	
7	Littler Mendelson P.C.	8/10/2022	12/31/2023	125,000.00	79,860.68	45,139.32	Labor and Employment Legal Services		Yes	
8	Maher Accountancy	1/1/2023	12/31/2023	231,000.00	90,000.00	141,000.00	Accounting Service and Annual Financial Audit Support	Yes		Yes - RFP to be issued in Q3 2023
9	Method Technologies	2/1/2023	1/31/2024	See Notes	-	See Notes	IT Support - Initial term 1 Year with 1-Year renewal term. No NTE as costs include monthly fees that will vary month to month as services and subscriptions will be added/removed due to the change of active users and hourly service rates that will be billed by time and materials.		No as contract value < \$50k	
10	Newgen Strategies & Solutions	7/1/2022	6/30/2023	121,525.00	96,346.25	25,178.75	Rates Strategies, Budget and Projection Modeling, and FP&A Services		Yes	RFP was issued on 4/28/2023 with proposals due on 5/31/2023 and Board approval on 6/21/2023
11	Orange County Printing Company	7/1/2022	6/30/2023	657,201.60	397,866.29	259,335.31	Print House Services	Yes		See Remark below
12	Pacific Energy Advisors, Inc.	6/9/2021	12/31/2024	1,716,800.00	968,690.00	748,110.00	Portfolio Management Services	Yes		
13	Pisenti & Brinker	See Notes	See Notes	84,044.00	33,144.00	50,900.00	External Financial Audit Services. Amendment to extend the terms through the issuance of the final audit report for FY23/24 and increase the contract amount to \$79,400 (FY21/22 \$21k. FY22/23 \$29k. FY23/24 \$29.4k). Further amendment to increase the contract amount by \$4,644 for the FY21/22 audit services due to unexpected out-of-scope work in connection to the member agency and state audits. The total NTE has been adjusted from \$79,400 to \$84,044.		Yes	
14	Reveille, Inc.	3/1/2022	2/29/2024	590,000.00	483,591.94	106,408.06	Strategic Marketing and Branding Material, PR and Social Media Support	Yes		RFP was issued on 3/7/2023 with three proposals rec'd on 4/4/2023. Board approved for a revised term from 7/1-12/31/2023 with a NTE of \$750k. Pending for Board further approval for the additional term and NTE in 7/2023.
15	San Diego Gas & Electric	7/27/2022	See Notes	See Notes	-	See Notes	CCA Service Agreement. Contract term from 7/27/2022 to CCA termination date. Billing provided by SDG&E is set forth in SDG&E's community choice aggregation tariff, as stated in SDG&E's Electric Rule 23 and SDG&E's rate schedules.		Yes	
16	Southern California Edison	3/28/2021	See Notes	See Notes	279,883.72	See Notes	CCA Service Agreement. Contract term from 3/28/2021 to CCA termination date. Billing provided by SCE is set forth in SCE's community choice aggregation tariff, as stated in SCE's Electric Rule 23 and SCE's rate schedules.		Yes	
17	The Energy Authority	4/1/2022	9/3/2026	770,960.00	227,980.00	542,980.00	Scheduling Coordinator, Day Ahead Load Forecasting, and CRR Management Services. Full Service from Commencement Date to 9/3/2026. Amendment to add the load forecast service for \$12,160.	Yes	Yes - For the additional service scope of forecast service fee for \$12,160	
18	Zodiac Solutions LLC	3/1/2022	2/29/2024	260,000.00	96,660.00	163,340.00	Project Management - Strategic Marketing, Branding, Communications, and Public Education and Outreach Campaign/Program	Yes		

Remark for Baker Tilly: The HR Consulting contract for FY2023/24 is projected to be less than \$50k. Staff will conduct an informal bidding process by obtaining three competitive quotes.

Remark for Orange County Printing Company: Approved by the Board on 4/19/2023, the contract term has been amended for one additional year (until 6/30/2024). The remaining NTE will cover FY2023/24 mailings which includes additional NEM phases, ongoing Post-Enrollment Notices, and the Power Content Label mailings.



ORANGE COUNTY **POWER AUTHORITY**

PUBLIC OUTREACH UPDATE



Spring 2023

SPRING HIGHLIGHTS

- Celebrated one-year anniversary of commercial and municipal service in April
- Participated in two community outreach events
- Hosted two briefings for multicultural leaders
- Hosted First Annual Staffers Luncheon
- Earned positive media coverage about:
 - City of Irvine's review of OCPA
 - Interim CEO announcement
 - Announced Bright Futures grant opportunity
- Published quarterly community enewsletter

FIRST ANNIVERSARY OF COMMERCIAL & MUNICIPAL SERVICE



COMMUNITY OUTREACH EVENTS

- City of Irvine Earth Day, April 15
- Irvine Korean Cultural Festival, May 13



MULTICULTURAL LEADERS' BRIEFINGS

- Hosted two briefings
- 36 attendees



MULTICULTURAL LEADERS' BRIEFINGS (Continued)

Organizations represented included:

- Asian American Senior Center
- Asian Business Association of OC
- Asian Business Association Inland Empire
- Asian Women Entrepreneurs
- Coalition of Filipino American Chambers of Commerce
- Cool OC
- Cool Irvine Sustainability Fair
- Filipino American Chamber of Commerce OC
- Irvine Evergreen Chinese Senior Association
- Irvine Exchange Association
- Irvine Korean Cultural Festival
- Irvine Public Schools Foundation
- Irvine Rotary
- Multi-Ethnic Collaborative of Community Agencies
- Korean American Chamber of Commerce
- Korean Cultural Center

MULTICULTURAL LEADERS' BRIEFINGS (Continued)

- OC Asian American Business Association
- Orange County Asian Pacific Island Community Alliance
- Orange County Black Chamber
- Orange County Chinese Cultural Club
- Orange County Iranian American Chamber of Commerce
- Small Business Diversity Network
- South Asian Business Alliance Network
- South Coast Chinese Cultural Center
- Southern California Youth Engagement Association
- Spectrum eCommerce Solutions
- The Cambodian Family
- Tustin Chamber of Commerce
- UCI Health
- Vietnamese American Chamber of Commerce

FIRST ANNUAL STAFFERS LUNCHEON

Local, state and federal staffers from cities, the County and districts representing OCPA communities were invited. Staff members from the following offices attended:

- Congressman Lou Correa
- Congresswoman Katie Porter
- State Senator Josh Newman
- State Senator Dave Min
- City of Buena Park
- City of Irvine



MEDIA RELEASES

- Issued three press releases and two media statements:
 - OCPA Celebrates One Year of Providing Municipal and Commercial Service
 - Power Purchase Agreement with Grace Orchard, LLC
 - Bright Futures Grant Opportunity



BRIGHT FUTURES GRANT

- Distributed flyer to nonprofit organizations and educators

BUILDING A BRIGHTER FUTURE, TOGETHER.

Now accepting grant applications from non-profits, schools, & educators for the Bright Futures Grant.

The Bright Futures Grant is a funding opportunity aimed at supporting local non-profits, schools, and educators in their efforts to educate communities on the benefits of renewable energy and Community Choice Aggregation (CCA). The application period runs from 5/17/23 - 6/9/23 with grants being awarded 6/21/23.

Grants ranging from \$5,000 to \$20,000 will be awarded to organizations that have creative and effective approaches to promoting renewable energy education, particularly in underrepresented communities and through multi-lingual campaigns. The grant also prioritizes initiatives that bring multiple partners together to collaborate on renewable energy education.

This grant opportunity is a unique chance for organizations to make a meaningful impact in their communities and create a brighter, more sustainable future for all.

WHAT IS CCA?

Community choice energy is new to Orange County, but it's not new to California. Assembly Bill 117 was passed in 2002 to establish Community Choice Aggregation, also known as community choice energy, which allows communities to join together to give Californians the opportunity to choose their electric provider and the source of their electricity. CCAs are succeeding all over the state, with 23 programs already providing reliable, affordable and clean energy to local customers and delivering innovative reinvestment programs that benefit local needs and state Climate Action Goals.

GRANT ELIGIBILITY CRITERIA:

- Non-profits, schools, and educators based in an Orange County Power Authority member agency community (Buena Park, Fullerton, Huntington Beach and Irvine)
- Focus on educating the community on the benefits of renewable energy and Community Choice Aggregation
- Target underrepresented communities and multi-lingual campaigns
- Must demonstrate clear goals and objectives, a budget, and a plan for sustainability
- Partnerships with multiple agencies is highly desired, but not required
- Applicant organization must be an Orange County Power Authority customer



ORANGE COUNTY
POWER AUTHORITY
THE POWER OF COMMUNITY



For more information, and the official grant application, visit ocpower.org

[f](#) [t](#) [i](#) [in](#)

QUARTERLY COMMUNITY E-NEWSLETTER – APRIL



- 1,255 emails sent
- 62% open rate (average open for government-related is 28.77%)
- 4% click through rate
- Top 2 website pages visited
 - Community Advisory Committee
 - Blog: OCPA Announces Basic Choice Rate Design is 2% lower than SCE generation



Celebrating One Year Anniversary of Commercial and Municipal Service

This month marks the one year anniversary of the launch of commercial and municipal service to our member communities, and there is a lot to celebrate. Our member cities – Buena Park, Fullerton, Huntington Beach and Irvine – are leading the charge, choosing to invest in renewable energy to power their city facilities and reduce dependence on fossil fuels.



**THANK
YOU!**