



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Request for Proposals for Executive Search Firm Services

Issue Date: February 14, 2014

Response Deadline: February 28, 2014

I. Introduction

The Southern California Public Power Authority (“SCPPA”) is seeking competitive proposals from qualified executive search firms (“Respondents”) to conduct a recruitment for three new executive-level positions, as follows:

- **Chief Financial Officer**
- **Director of Resource and Program Development**
- **Director of Project Management**

These positions were created as a result of a strategic planning process recently completed by SCPPA’s Board of Directors. **Job descriptions are attached as Exhibits A, B and C.**

SCPPA is interested in learning as much as possible about each Respondent’s experience and capabilities in executive-level recruitment in the utility industry and the public sector, including recruitment for positions comparable to those listed above. SCPPA reserves the right to award a contract to separate firms for each of the three new positions, and Respondents may limit their proposals to recruitment of candidates for just one or two of the three positions.

Responses to this RFP are due no later than 5:00 PM Pacific Standard Time on February 28, 2014, as further indicated in Section V and VI.

II. About SCPPA

SCPPA is a joint powers authority created in 1980 by agreement of its member agencies (“Members”) pursuant to the Joint Exercise of Powers Act found in section 6500 *et seq.* of the California Government Code. The Members of SCPPA consist of eleven cities and one irrigation district, each having its own publicly-owned electric utility. Members are the cities of Anaheim, Azusa, Banning, Burbank, Cerritos, Colton, Glendale, Los Angeles, Pasadena, Riverside, and Vernon, and the Imperial Irrigation District. Together, SCPPA Members deliver electricity to over 2 million customers in Southern California, spanning an area of 7,000 square miles, with a total population that exceeds 5 million.

SCPPA was originally created for the purpose of providing joint financing, construction, administration and operation of transmission and generation projects, but today offers a much broader range of services to its Members by enabling them to jointly procure goods and services and by providing an effective means of

collaboration on matters of common interest through various working groups such as Finance, Risk Management, Public Benefits, Resource Planning, Transmission and Distribution, Engineering and Operations, Legislative, Regulatory, Natural Gas, and Renewable Energy Resources.

SCPPA is governed by a Board of Directors which consists of a representative from each Member. The management of SCPPA is under the direction of the Executive Director, who is appointed by the Board. SCPPA currently has twelve employees, not including the three positions that are the subject of this recruitment. SCPPA's main offices are located in Glendora, California, and it also maintains an office in Sacramento.

Additional information about SCPPA can be found at www.scppa.org.

III. Objectives of this RFP

SCPPA intends to engage the services of one or more executive search firms with proven expertise in utility industry and public sector recruitment (or equivalent), a demonstrated comprehensive national reach, and a demonstrated ability to conduct a successful recruitment for the positions SCPPA is seeking to fill. The selected firm will recruit candidates, screen and evaluate applicants and present its recommendations for candidates to be interviewed by SCPPA's Executive Committee. The selected firm will support the Executive Committee in interviewing and evaluating the top candidates and perform other evaluative functions as required in the course of the search process.

IV. Proposal Content Requirements

Submitted proposals should be prepared simply and economically, without the inclusion of unnecessary promotional materials. Proposals should be submitted on recycled paper that has a minimum of thirty percent (30%) post-consumer recycled content and duplex copied (double-sided pages) where possible.

1. Transmittal Letter Content:

- a. A brief statement of the Respondent's understanding of the objectives of this RFP, the scope of work to be performed and a commitment to perform the work in a timely manner.
- b. An officer authorized to bind must sign the proposal on behalf of the Respondent and must include the following declarations on the transmittal letter:

"This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the Respondent has not in any manner sought by collusion to secure for themselves an advantage over any other Respondent."

2. **Respondent Information:** Provide the legal name of the Respondent, physical street address, state of incorporation or organization (if any), the name(s) and title(s) of the individual(s) authorized to represent your firm, including telephone number(s) and email address(es).

3. Experience:

- a. Describe Respondent's history, including number of years it has been in business, and its experience and track record in recruiting executive-level utility industry and public sector personnel as may be applicable to this RFP, including recruitments for positions comparable to the three positions SCPPA is seeking to fill.
- b. Give an overview of Respondent's organizational structure and other services it provides to its clients.
- c. Specify key employees whom Respondent would use and describe their qualifications, experience and duties related to this RFP, including the office location(s) where work will be performed.
- d. State whether Respondent will use subcontractors or other third-parties to perform services.
- e. Indicate any and all pending litigation or investigations that could affect the viability of Respondent's proposal, continuance of existing contracts, operations or financial stability.

4. Description of Proposed Services:

- a. Include a description of the means and methods the Respondent intends to employ to conduct the recruitment and how such means and methods will best generate interest from qualified candidates.
- b. Respondents may propose additional services or tasks that may not be part of or included in this RFP, but are considered by the Respondent to be pertinent and potentially valuable to SCPPA or its Members. SCPPA shall have no obligation to consider or include such additional services in any contract awarded pursuant to this RFP.
- c. Include a description of Respondent's policies and practices for maintaining confidentiality of information about prospective candidates for employment.

5. Fees:

- a. Provide a fee schedule including the Respondent's proposed fees or rates for services. Respondents are encouraged to submit alternative fee proposals with prices or rates (both inclusive and not inclusive of reimbursable expenses) that may be customary in the industry or otherwise acceptable, for example a lump sum (e.g., as a percentage of starting compensation or otherwise), an hourly fee for service with ceiling, cost plus a percentage, etc. If the fee is expressed as a percentage of the candidate's starting compensation each Respondent must include a comprehensive and exclusive list of all elements of compensation against which the percentage will be applied.
- b. Provide a separate cost schedule itemizing reimbursable expenses not included in the fee schedule, and an estimate and proposed ceiling amount for each item of expense.

- c. Indicate what fees and expenses would be charged to SCPPA should a candidate hired as a result of Respondent's recruitment efforts resign within one year from his or her date of employment.

6. References:

- a. Indicate whether you have, within the last five (5) years, rendered any service to SCPPA or to any SCPPA Member, either as a contractor or subcontractor, either under your current name or any other name or organization. If so, please provide details (brief description of the contract, contract start and end dates, the contract administrator's name, and total actual contract expenditures).
- b. If you have not rendered any service within the last five (5) years to SCPPA or to any SCPPA Member, then please provide references over that period with the details described above including the counterparty for which services were provided.

7. Professional Services Agreement: Indicate whether your firm is prepared to enter into a Professional Services Agreement with SCPPA substantially in the form attached as Exhibit D. State any exceptions you have to the terms and conditions thereof or any additional terms and conditions you would request.

V. Timeline / Schedule*

SCPPA RFP for Technical Review of Ice Energy Technology Selection Process	
Schedule of Requirements/Milestones	Target Date(s)
Issue RFP	February 14, 2014
Responses Due	February 28, 2014
Review of Responses	Week of March 3, 2014
Interviews (if necessary)/Selection	Week of March 10, 2014
SCPPA Board Approval and Authorization to Proceed	March 20, 2014
Desired Completion of Recruitment	May 2014

* (subject to change at SCPPA's discretion)

VI. Delivery Requirements and Deadline

One (1) hard copy of your response, including a transmittal letter of authentic offer with a wet-ink authorized signature, and any supporting documentation, must be delivered no later than 5:00 PM Pacific Standard Time on February 28, 2014, to:

Southern California Public Power Authority
 Executive Recruitment RFP
 1160 Nicole Court
 Glendora, California 91740
 Tel: (626) 793-9364

One (1) electronic copy of your proposal must also be delivered to the address above on a CD or USB flash drive, or alternatively e-mailed to bcarnahan@scppa.org no later than the time and date referenced above.

No contact should be made with the Board of Directors, committees or working group representatives, or SCPPA Members concerning this RFP.

All information received by SCPPA in response to this RFP is subject to the California Public Records Act and may be subject to the Ralph M. Brown Act and all submissions may be subject to review in the event of an audit.

VII. Additional Terms and Conditions

1. SCPPA reserves the right, without qualification and in its sole discretion, to cancel this RFP, to waive irregularities in any proposal, to accept or reject any or all proposals for any reason without explanation to the Respondent, and to make an award to that Respondent, who, in the opinion of SCPPA, will provide the best value to SCPPA and its Members.
2. SCPPA shall determine at its sole discretion the value of any and/or all proposals including price and non-price attributes.
3. As stated previously, SCPPA reserves the right to award a contract to separate firms for each of the three new positions.
4. SCPPA shall perform an initial screening evaluation to identify and eliminate any proposals that are not responsive to the RFP, do not meet the minimum requirements set forth in the RFP, are clearly not economically competitive with other proposals, or are submitted by Respondents that lack appropriate creditworthiness, sufficient financial resources, or qualifications to provide dependable and reliable services.
5. SCPPA reserves the right to submit follow up questions or inquiries to request clarification of information submitted and to request additional information from any one or more of the Respondents..
6. SCPPA may decline to enter into an agreement or contract with any Respondent, terminate negotiations with any Respondent, or to abandon the request for proposal process in its entirety.
7. Those Respondents who submit proposals agree to do so without legal recourse against SCPPA, its Members, their directors, officers, employees and agents for rejection of their proposal(s) or for failure to execute or act on their proposal for any reason.
8. SCPPA shall not be liable for any costs incurred by any Respondents in preparing any information for submission in connection with this RFP process or any and all costs resulting from responding to this RFP. Any and all such costs whatsoever shall remain the sole responsibility of the Respondent.
9. SCPPA may require certain performance assurances from Respondents prior to entering into negotiations for work to be performed as a result of the RFP. Such assurances may potentially include a requirement that Respondents provide some form of performance security.

10. Submission of a Proposal constitutes acknowledgement that the Respondent has read and agrees to be bound by the terms and specifications of this RFP and any addenda subsequently issued by SCPPA.
11. Information in this RFP is accurate to the best of SCPPA's knowledge but is not guaranteed to be correct. Respondents are expected to complete all of their due diligence activities prior to entering into any final contract negotiations with SCPPA.



Job Description
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
Chief Financial Officer

Job Summary

Southern California Public Power Authority (SCPPA) has a position available for a Chief Financial Officer. SCPPA has the desire to expand the finance capabilities in the Finance and Accounting Department. The Chief Financial Officer will report to the Executive Director and supervises a vacant Accounting Manager position.

This position will be responsible for bringing together all of the internal, external, and Member resources to create SCPPA's financing strategies and finance and/or refinance SCPPA's projects and purchase power agreements. In addition, The CFO will be responsible for directing and controlling the budgeting, accounting, financial forecasting, and finance activities for SCPPA in close collaboration with its Members and SCPPA's Finance Committee. The finance activities include designing the financing strategies, preparing and delivering presentations to the three credit rating agencies on an annual basis, and completing the private placements and other financings. The accounting activities include managing the functions of accounting, treasury, Member accounting, accounts payable, cash management, payroll, and financial reporting.

At the current time, financial forecasting and financing activities are performed primarily by an outside financial advisory firm. Additionally, some of SCPPA's project accounting functions are performed by one of its largest Members, LADWP, on an agency agreement basis. SCPPA wishes to lead and coordinate, these functions more closely in the future, in close coordination with its Members.

Job Description

SCPPA is a joint powers authority, and was created in 1980 by the publicly owned utilities (POUs) in Southern California to provide financing for their participation in electric generating facilities and high voltage transmission lines. The twelve SCPPA Members include the cities of Anaheim, Azusa, Banning, Burbank, Cerritos, Colton, Glendale, Los Angeles, Pasadena, Riverside, Vernon, and the Imperial Irrigation District. Together, the Members serve over two million residential and business customers in Southern California, representing a population that exceeds 5 million people.

Since its formation, SCPPA has issued over \$14.1 billion in original issuance and refinancing revenue bonds and has structured more than \$1 billion in derivative transactions. It is expected that (1) the thirteen SCPPA projects which currently have debt financing, will make use of future revenue bond transactions; (2) SCPPA may potentially issue revenue bonds associated with some of the twelve SCPPA projects which currently do not have public debt financing; and (3) SCPPA may potentially issue revenue bonds for new SCPPA projects. Considering new and existing projects, SCPPA expects to issue several hundred million in revenue bonds over the next several years.

In a period of rapid growth and change, the ability of the Authority to accurately forecast the future and finance its ever growing number of projects is critical to senior managements' ability to establish credibility with Members, the Board of Directors, rating agencies, banks, financial institutions, and other private lenders. The Chief Financial Officer position will be pivotal in establishing that credibility through the accurate preparation of annual budgets, Member allocations, and financial forecasts for the short-term (2 to 5 years), medium-term (6 to 10 years), and longer-term (11 to 20 years) and attaining the necessary financing.

This position requires an individual who has excellent skills in accounting, financial modeling, and private financings. The individual must be able to identify all relevant financial parameters and ensure these are correctly incorporated into the annual budgets and financial forecasting models. All relevant data must be collected and analyzed to ensure a comprehensive review of the alternative financial scenarios is performed, using a variety of different assumptions (e.g., interest rates, inflation, growth, etc.).

Given the far reaching nature of the budgets and financial forecasts and the need for accurate inputs from all angles, this individual must have finely honed skills in collaborating closely with the financial staffs of its Members (responsible for their accounting and finance, resource planning, load forecasting, and production cost modeling), the engineering staffs of its Members (responsible for the budgets for new generating assets), and SCPPA's Project Management Department (responsible for the commercial operation of the generating plants once they come on line). In addition, the individual must be able to coordinate with the outside financial advisor and bond counsel.

This position also will be responsible for managing banking relationships, arranging short- and long-term financing, and monitoring cash and liquidity needs for plant operations and the project expansion program estimated at approximately \$1.0 billion between now and 2019. The individual must be able to prepare and deliver compelling presentations to the three credit rating agencies and coordinate private placements and other financings.

The Chief Financial Officer must be able to prepare, present, and explain the budget and financial forecasts and underlying dependent variables to the Senior Staff at SCPPA, the Board of Directors, rating agencies, and existing and potential lenders. Excellent communication skills are necessary to provide both written analyses and lead

discussions explaining reasons for assumptions used in the forecasting model, the budgets, and the Member allocations. This position requires the ability to manage multiple projects and react quickly to changes in project financings and changes required by industry developments.

This position will have a major impact on SCPPA's future financial success.

Job Responsibilities

- Extensive knowledge and capability in financial modeling and the use of spreadsheet software at a very advanced level, and possibly proprietary software developed for financial modeling
- Advise senior management, the Finance Committee, and the Board on budgeting and forecasting variables and provide reasoned analysis of the variables chosen
- Working with the external Financial Advisor and the Members, create the financing and refinancing strategies for the generation and transmission projects
- Working with the external Financial Advisor and the Members, maintain the primary relationships with the rating agencies
- Capability of understanding the Member the cost allocation process, developing annual budgeted rates by component (using budgeted costs and estimated usage), and assessing the impact of budgets on Member allocations
- After actual expenses and usage are determined each year, reconcile actual results and budgeted results to determine the actual after-the-fact allocations
- Develop and maintain financial and budget models such that the forecasts are current and updated as conditions change
- Evaluate software requirements and alternatives for performing the forecasting and budgeting functions, including the potential selection of an appropriate software
- Manage the on-going project accounting agency agreement with LADWP
- Develop the process and organize information necessary for preparation of annual operating and project budgets
- Calculate the Member allocations based on budget data and actual data and explain reasons for variances
- Identify and evaluate budget variances so that modifications can be made to both budgets and Member allocations when circumstances warrant
- Assist in the planning, assessment, and management of the activities required to support the Authority's project programs including debt issuance, treasury management, and working capital management
- Plan, organize, review and respond to questions about budgets, allocations, and forecasts from management, Members, banks, rating agencies, investors, and potential investors
- Assist in preparation of the annual report including Management's Discussion and Analysis, Highlights, and graph data
- Develop and prepare reports that forecast the financial condition of the Authority. Assist in preparation of internal financial and budget reports to assist with the management of department projects, operations and reporting

- Manage, evaluate, train, and coach the Accounting Manager and other employees
- Necessary interpersonal and communication skills to work with the financial staffs of its Members and SCPPA employees in all other departments and ability to extract the necessary information needed to prepare budgets and forecasts
- Necessary interpersonal skills to work with and manage the activities of the outside financial advisors and consultants

Minimum Job Requirements

- Minimum of 10 to 15 years' experience in finance and accounting, with extensive experience in developing and maintaining complex financial models
- Experience in a comparable position preferred
- Electric Utility and/or public power experience is required
- Thorough understanding of generally accepted accounting principles
- Excellent analytical skills
- Excellent verbal and written communication skills
- Must be able to organize and direct processes, procedures, and work flow to ensure maximum productivity, efficiency and timeliness
- Must be able to organize work to meet deadlines and manage multiple projects
- Skilled in training, motivating and evaluating assigned personnel in order to obtain the highest degree of productivity and the development of individual capabilities
- Demonstrated experience in promoting and working in team environment
- Demonstrated ability to maintain confidentiality

Educational Requirements

- Bachelor's Degree in Finance, Business Administration, and/or an equivalent degree



Job Description
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
Director of Resource and Program Development

Job Summary

Southern California Public Power Authority (SCPPA) has a position available for a Director of Resource and Program Development. SCPPA has the desire to expand the project development and program development capabilities in the Resource and Program Development Department. The Director of Resource and Program Development will report to the Executive Director and supervises the Project Development Manager, Program Development Manager, and the Resource Development Assistant Manager positions.

The SCPPA Members perform their own integrated resource planning, load forecasting, and production cost modeling functions and processes. In addition, the SCPPA Members manage the development of their own demand-side management programs. In the future, SCPPA intends to provide the Members with an integrated set of resources to help the Members identify and satisfy their overlapping needs for the development of new generation and transmission projects and identify and satisfy their overlapping needs for the development of demand-side management programs.

Job Description

SCPPA is a joint powers authority, and was created in 1980 by the publicly owned utilities (POUs) in Southern California to provide financing for their participation in electric generating facilities and high voltage transmission lines. The twelve SCPPA Members include the cities of Anaheim, Azusa, Banning, Burbank, Cerritos, Colton, Glendale, Los Angeles, Pasadena, Riverside, Vernon, and the Imperial Irrigation District. Together, the Members serve over two million residential and business customers in Southern California, representing a population that exceeds 5 million people.

Since its formation, SCPPA has issued over \$14.1 billion in original issuance and refinancing revenue bonds and has structured more than \$1 billion in derivative transactions. It is expected that (1) the thirteen SCPPA projects which currently have debt financing, will make use of future revenue bond transactions; (2) SCPPA may potentially issue revenue bonds associated with some of the twelve SCPPA projects which currently do not have public debt financing; and (3) SCPPA may potentially issue revenue bonds for new SCPPA projects. Considering new and existing projects, SCPPA expects to issue several hundred million in revenue bonds over the next several years.

The integrated resource planning processes and activities are critical to the long-term viability of the Members, and are performed by the Members. It will be the job of the Resource and Program Development Department to aggregate the project development needs of the Members, using the projections developed by the Members. It is envisioned that, based on California's Renewable Portfolio Standards (RPS), many of the resources that Members will need developed for their portfolios will be primarily renewables.

The Director of Resource and Program Development will develop business relationships with internal and outside entities including other public utilities, service providers, project and program developers, and regulatory agencies. The successful candidate will provide guidance and leadership to and regulatory reporting for the following cross-functional Member business teams:

:

- Resource Planning Working Group
- Renewables Working Group
- Transmission Working Group
- Generation Working Group
- Transmission and Distribution Engineering and Operations Working Group
- Energy Storage Working Group
- Public Benefits Working Group
- Energy Efficiency Working Group
- Distributed Generation Working Group
- Electric Vehicles Working Group
- Smart Grid Working Group

The Director will represent SCPPA as the primary negotiator for power resource, transmission, and public benefit contracts.

The Director will oversee the preparation and issuance of requests for proposals (RFPs) or other solicitations to outside power suppliers and the analysis and screening these proposals for potential inclusion into the planning models. The Director also coordinates with the Members' Engineering and Production Departments to ensure all commercially available supply- and demand-side resource options (including energy storage) are fully understood and parameters are correctly incorporated into the planning models. All relevant data must be collected and analyzed to ensure a comprehensive review of the alternatives. These resource planning processes must include a complete set of viable scenarios which include multiple timeframes and relevant planning variables. The Director must be able to manage skilled modelers, coordinate with outside consultants, and present complex resource planning recommendations to the Senior Staff at the Authority and the Board of Directors and develop the projects and power purchase agreements.

This Director will work with and provide oversight of employees as they develop reports and charts suitable for presentation to the Senior Staff and the Board of Directors. This individual will be asked regularly to lead discussions and brief the Board

on the Members' integrated resource needs and recommended solutions. It is vitally important that this Director coordinates with the other Directors in the Authority. This position will have a major impact on the Members' resource plans and demand side programs for the future and SCPPA's financial success.

Job Responsibilities:

- Advise SCPPA senior management, the Resource Planning Working Group, Generation Working Group, Renewables Working Group, Public Benefits Committee, Energy Storage Working Group, Electric Vehicle Working Group, T&D E&O Working Group, Transmission Working Group, and the Board on strategic issues related to power supply and resource planning, load and energy forecasting, and production cost modeling
- Take responsibility for aggregating and analyzing the Members' annual load and energy forecasts
- Build power supply and resource planning, load and energy forecasting, and production cost modeling capabilities to assist the Members
- Launch the SCPPA Request for Information (RFI) process for potential power supply resource solutions that may be required by 2030 and beyond, including replacement of existing coal-fired generation resources beginning as early as 2016 to as late as 2027
- Ensure integrated resource plans are developed, coordinated with SCPPA employees in project and program development, and accepted by the Senior Staff and the Board of Directors
- Take the lead in developing the desired generating resources and/or power purchase agreements that satisfy the Members' needs
- Advise SCPPA senior management, the Public Benefits Working Group, Electric Vehicle Working Group, Energy Storage Working Group, and the Board on strategic issues related to public benefits, energy efficiency, distributed generation, electric vehicles, and Smart Grid
- Participate in the California Municipal Utilities Association (CMUA) and American Public Power Association (APPA) legislative committees promoting SCPPA positions
- Represent SCPPA as the primary negotiator for power resource, transmission and public benefit contracts
- Create monthly Board reports and present them at the monthly SCPPA Board meetings
- Interact and create a dialogue with employees, managers, and Senior Staff to ensure the Authority positions are understood and promoted
- Manage and motivate talented employees who perform significant analysis and modeling work
- Responsible for managing employees engaged in aggregated regulatory reporting for the Members
- Be a major contributor to the process whereby requests for proposals (RFPs) are prepared and issued to outside power suppliers, and then analyzed and screened for potential inclusion into the planning models
- Be a major contributor to the contracts negotiating team

- Travel as required. Normally one or two trips per month
- Additional duties as required by the Executive Director

Minimum Job Requirements

- A minimum of 10 to 15 years of industry experience in integrated resource planning, forecasting, and/or production cost modeling
- Electric Utility and/or public power experience is required
- Should have knowledge of bulk power system operations especially in the Western Systems Coordinating Council, ISO rules and scheduling protocols, and electricity, natural gas, and ancillary services market fundamentals
- Should have knowledge of utility ratemaking, energy settlements and accounting, electrical system operations, and system reliability criteria
- A minimum of 10 years of industry experience in designing and administering public benefits, energy efficiency, distributed generation, electric vehicles, and Smart Grid programs
- Should have an excellent understanding of contract development and negotiation
- Should be familiar with electric market operations in an RTO and/or an ISO
- Should be familiar with FERC oversight of competitive markets
- Job Skills
 - Proficient in Microsoft Office Suite Products
 - Experience with forecasting and modeling methods
 - Experience in managing employees
- Ability to communicate effectively, both in writing and verbally with others inside and outside of the company, including Members, Board members, and outside consultants
 - Strong interpersonal and organizational skills
- Ability to effectively manage multiple tasks
- Demonstrated experience in promoting and working in a team environment
- Customer service orientation
- Ability to maintain effective working relationships, internally and externally
- Demonstrated ability to maintain confidentiality

Educational Requirements

- Bachelor's Degree in Business, Statistics, Engineering, and/or an equivalent degree



Job Description
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
Director of Project Management

Job Summary

Southern California Public Power Authority (SCPPA) has a position available for a Director of Project Management. The Director of Project Management manages/administers the operating projects on behalf of SCPPA and the project participants. SCPPA currently has 22 operating projects, with more under development. Generation projects include nuclear, coal, gas, large hydro, small hydro, wind, solar, geothermal, and landfill gas. Other projects include high voltage transmission, natural gas reserves, and prepaid natural gas purchases. The Director of Project Management will report to the Executive Director and supervises the Senior Project Manager position.

This position provides management and support to ensure the maximum utilization of human, material, and financial resources and provides for the development, design, construction, maintenance, and operation of generation.

The Director of Project Management will interface with all areas of the Authority utilizing the expertise and knowledge of staff members and outside consultants. This position also manages the operations functions and the financial results of the Authority's generating facilities and purchase power agreements through various management agreements.

Job Description

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potentially issue revenue bonds associated with some of the twelve SCPPA projects which currently do not have public debt financing; and (3) SCPPA may potentially issue revenue bonds for new SCPPA projects. Considering new and existing projects, SCPPA expects to issue several hundred million in revenue bonds over the next several years.

This position requires the application of engineering theory and management practices in carrying out its major responsibilities. The Director of Project Management must be able to oversee the operations of power generation facilities, purchase power agreements, transmission facilities, and natural gas reserves. This position must also be able to balance all of the operating and financial considerations when making critical decisions regarding individual plants and the portfolio of plants.

This position requires an individual who is organized and highly capable of multi-tasking in order to direct the Project Management Department staff to stay abreast of deadlines and commitments relating to financial budgets, financial targets, the strategic operation of the plants, plant maintenance and operations, environmental and regulatory compliance, project development, current generating equipment technology and costs, contract compliance, and risk management.

This Director will work with and oversee employees as they develop reports and charts suitable for presentation to the Senior Staff and the Board of Directors. This individual will be asked regularly to lead discussions and brief the Board on the Members' projects, purchase power agreements and recommended solutions. It is vitally important that this Director coordinates with the other Directors in the Authority. This position will have a major impact on the Members' and SCPPA's management of projects and SCPPA's financial success.

Job Responsibilities

- Manage the strategic financial and operating performance of the portfolio of generation plants, transmission lines, gas reserves, and purchase power agreements owned by SCPPA and its Members
- Create key performance indicators for the major financial and operations performance metrics for the portfolio of generation plants, high voltage transmission facilities, and natural gas reserves
- Prepare annual budgets for all operating projects (current budgets total nearly \$700 million per year) which determine the billings to SCPPA Members
- Prepare quarterly budget comparison reports and revise budgets, as needed, if conditions change
- Responsible for the oversight of the risk management program for the Authority's power generation, high voltage transmission, and natural gas assets
- Assist in preparation of SCPPA Administrative and General budget as needed

- Represent SCPPA at meetings of jointly owned project committees and negotiations. Current jointly owned projects include:
 - San Juan Unit 3 Power Project
 - Palo Verde Nuclear Generating Station
 - Hoover Power Project
 - Mead-Phoenix and Mead-Adelanto Transmission Projects
- Current SCPPA Owned Projects include:
 - Tieton Small Hydro
 - Canyon Power Project
 - Magnolia Power Project
 - Apex Power Project
 - Milford I Wind Project
 - Milford II Wind Project
 - Natural Gas Reserves Projects (Wyoming and Texas)
- Current Purchase Power Agreements include:
 - Heber South Geothermal Project
 - Wild Rose Geothermal Project
 - Metropolitan Water District Small Hydro Projects
 - Windy Point/Windy Flats Wind Projects
 - Linden Wind Project
 - Ameresco/Chiquita Landfill Gas Project
 - Antelope Big Sky Ranch Solar Project
 - Summer Solar Project
 - Copper Mountain 3 Solar Project
 - Kingbird b Solar Project
 - Columbia Two Solar Project
 - Clearwater Solar Project B
- Participate in the SCPPA Natural Gas Reserves Committee, SCPPA Renewable Operating Committee, and SCPPA Finance Committee as needed
- Sell SCPPA production from Pinedale natural gas wells monthly
 - Adjust nominations mid-month as needed
 - Buy gas in California with proceeds of sales from Pinedale and Barnett wells monthly
 - Prepare invoices for Pinedale gas sales monthly
 - Prepare and maintain Division Orders for Pinedale wells
 - Process authorizations for expenditure and casing point elections, approving drilling new wells
 - Process documents such as Joint Operating Agreements, Pooling Agreements, Division Orders, Leases, etc., and revisions.
 - Review and approve Joint Interest Billings for capital and operating expenses
 - Coordinate biennial Gas Reserves Reports for Pinedale and Barnett leases
 - Coordinate periodic audits and site visits
- Ensure compliance with and consistency among indentures, power sales contracts, power purchase agreements, agency agreements, interconnection agreements, etc., at both the SCPPA level and project level

- Interface between SCPPA Members and LADWP project accounting staff
- Perform general administration of all project-related tasks, such as:
 - Review and approve all project-related invoices
 - Schedule monthly payback of San Juan deviation
 - Coordinate RFPs for project-related services
 - Prepare written project reports monthly
 - Assist in preparation of SCPPA Annual Report
 - Work with Bond Counsel to update annual Continuing Disclosure requirements for certain bond issues
- Prepare and present monthly reports to the SCPPA Board.
- Present quarterly budget comparisons to Finance Committee
- Present draft annual budgets to Finance Committee
- Meet with Member staff and management as needed to present information and develop strategy and consensus
- Present testimony as needed at State and Federal regulatory agencies (e.g., California Energy Commission, CARB, CPUC, regulatory hearings, etc.)

Minimum Job Requirements

- Electric Utility and/or public power experience is required
- A minimum of 10 to 15 years of progressively responsible experience in the management of multiple power generation facilities is essential
- A minimum of 10 to 15 years of experience in the development, design, construction, and maintenance of nuclear, coal, gas, large hydro, small hydro, wind, solar, and/or geothermal power plants and landfill gas facilities is desirable
- Experience should include financial management, economic dispatch, contract review, risk management, environmental compliance, power plant design, development, construction, operations and maintenance
- Job Skills:
 - Proficient in Microsoft Office Suite Products
 - Scheduling software use
 - Expert communicator (written and oral)
 - Maintain working knowledge of applicable regulatory codes, standards, and law.
- Ability to effectively manage multiple tasks.
- Ability to work independently with minimal supervision.
- Must be able to organize work to meet deadlines.
- Demonstrated experience in promoting and working in team environment.
 - Demonstrated ability to maintain confidentiality.

Educational Requirements

- Bachelor of Science in Engineering; and/or an equivalent degree is desired

Exhibit D

Form of Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
[... NAME OF CONSULTANT ...]
(SCPPA Contract No. ____)

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated as of [INSERT DATE], by and between [...NAME OF FIRM/INDIVIDUAL..] (“Consultant”), a [... need legal status of entity such as an individual, corporation, llc or other ...], located at [...BUSINESS/MAILING ADDRESS...] and the Southern California Public Power Authority (“SCPPA”), a joint powers agency created pursuant to the laws of the State of California, with offices at 1160 Nicole Court, Glendora, California 91740. SCPPA and Consultant are also referred to individually as (“Party”) and together as (“Parties”).

WHEREAS, SCPPA has a need for professional and technical services including studies and reports to improve upon and better facilitate SCPPA’s services to its Members; and

WHEREAS, Consultant is qualified and capable of providing such services;

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Services to be Provided:** SCPPA engages the Consultant to perform all services and related tasks described in Exhibit A “Scope of Services” (or “Services”). Consultant will perform the services at the direction of and on behalf of SCPPA and Members.
2. **Independent Contractor:** Consultant is an independent contractor, is not an employee of SCPPA or any SCPPA Member and shall not be entitled to any benefits or rights, including, but not limited to, sick leave, vacation leave, holiday pay, worker’s compensation or other insurance benefits. Consultant shall furnish the Services in its own manner and method except as required by this Agreement. Consultant shall have no authority, express or implied, to act on behalf of or bind SCPPA or its Members in any capacity whatsoever as agents or otherwise. Consultant may use the services of subcontractors to perform a portion of its obligations under this Agreement with the prior written approval of SCPPA. Subcontractors shall be provided with a copy of this Agreement and Consultant shall have an affirmative duty to assure that said subcontractors comply with the same and agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its subcontractors. Consultant is not required to perform the services at fixed hourly or daily times, nor at SCPPA or Member premises unless as provided in the Scope of Services. Consultant’s time spent at SCPPA, Member, or project location premises shall be subject to normal business hours, safety standards and security requirements.

3. **Standard of Care:** The Consultant will perform Services under this Agreement with the degree of skill and diligence normally practiced in the same industry by consultants performing the same or similar services. Consultant shall comply with all Federal, State, County, local and other governing laws, rules and regulations as applicable to the performance of services under this Agreement including Member business practices or other ordinances including, but not limited to, equal opportunity practices, living wage ordinances, applicable business licenses, taxpayer protection acts (limiting gifts or campaign contributions), and assignment of antitrust causes of action.
4. **Changes/Amendments:** This Agreement may not be changed except by written amendment signed by both Parties. Services not expressly set forth in this Agreement are excluded. Consultant shall promptly notify SCPPA if changes to the Scope of Services affect the schedule, level of effort or payment to Consultant. If Consultant determines that changes should be made to Exhibit A or Exhibit B, the Consultant will notify SCPPA of such proposed changes in writing, including the effects on the schedule, level of effort and compensation for such changes.
5. **Payment:** SCPPA shall pay Consultant for Services in accordance with the terms and schedule contained in Exhibit B. Each invoice shall state the basis for the amount invoiced, including services completed, units and costs, and any work performed. Invoices received by SCPPA on or before the 26th day of a given month and are subsequently approved by the Member(s) on or before the 5th day of the next month, will be paid by SCPPA by the end of said month for services performed in the previous month. SCPPA shall pay properly invoiced amounts not more than sixty (60) days after delivery of an invoice. If invoices are not received in the time frame above, then SCPPA will use their best efforts to pay within the 60 day term.
6. **Taxes:** Any and all taxes imposed on Consultant's income, imposed or assessed by reason of this agreement or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of SCPPA, and SCPPA and Consultant specifically agree that Consultant is not an employee or agent of SCPPA.
7. **Indemnity:** Consultant shall defend, indemnify and hold harmless SCPPA, its Members and their officers, agents, representatives, and employees, from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever for death, bodily injury or personal injury to any person, including Consultant's employees and agents, or damage or destruction to any property of either party hereto, or third person in any manner arising by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this contract on the part of the Consultant, or the Consultant's officers, agents, employees, or subcontractors of any tier, except for the sole active negligence or willful misconduct of SCPPA, its Members and their officers, agents, representatives or employees.
8. **Intellectual Property Infringement.** Consultant shall defend, indemnify and hold SCPPA and its Members free and harmless from and against any loss, cost and expense that SCPPA

or any Member incurs because of a claim that any deliverables, materials or equipment (hereinafter "Product") provided pursuant to this Agreement infringes on the intellectual property right of others. Consultant's obligations under this indemnification are expressly conditioned on the following: (i) SCPPA must promptly notify Consultant of any such claim; (ii) SCPPA must in writing grant Consultant sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if SCPPA chooses to represent its own interests in any such action, SCPPA may do so at its own expense, but such representation must not prejudice Consultant's right to control the defense of the claim and negotiate its settlement or compromise); (iii) SCPPA and its Members must cooperate with Consultant to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications to or misuse of the Product by SCPPA, its Members or others. In the event of any such infringement claim, Consultant, at its sole option and expense, may (A) retake title and possession of the Product and refund all compensation paid by SCPPA, or (B) obtain for SCPPA the right to continue using the Product under the terms of this Agreement; or (C) replace the Product with another that is substantially equivalent in function, or modify the Product so that it becomes non-infringing and substantially equivalent in function.

9. **Insurance.** Consultant shall at its own expense, procure, provide and maintain, and shall require each subcontractor (regardless of tier) to provide and maintain, in effect during the performance of any Services under this Agreement insurance coverage with carriers reasonably satisfactory to SCPPA, as follows:

- (a) Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the services are to be performed, including a waiver of subrogation favoring SCPPA, and Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) each employee for accident, \$1,000,000 each employee for disease, and \$1,000,000 policy limit for disease.
- (b) Commercial General Liability insurance providing coverage for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Consultant's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than one million dollars (\$1,000,000) for each occurrence, an annual aggregate of two million dollars (\$2,000,000), and a products/completed operations aggregate of two million dollars (\$2,000,000). Such policy shall cover SCPPA and its Members as an additional insured, include a severability of interest provision, and be primary and not contributory with respect to any insurance carried by SCPPA or its Members.
- (c) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Consultant in the performance of the services with a combined single limit of not less than one million dollars (\$1,000,000) for each occurrence of bodily injury and property damage.

The insurance to be provided by Consultant under this Agreement shall not include any of the following: any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by SCPPA; any endorsement limiting coverage available to SCPPA that is otherwise

required by this Section 9; and any policy or endorsement language that (i) negates coverage to SCPPA for SCPPA's own negligence; (ii) limits the duty to defend SCPPA under the policy; (iii) provides coverage to SCPPA only if Consultant is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this Agreement shall not contain any restrictions or limitations which are inconsistent with SCPPA's rights under this Agreement.

Consultant shall furnish a certificate of insurance evidencing the required coverages prior to commencement of Services under this Agreement.

10. Term and Termination: The term of this Agreement shall be three (3) years from the date hereof, unless sooner terminated in accordance with this section, at which time, it shall either expire or be extended for one (1) additional term of three (3) years subject, again, to earlier termination in accordance with this section. SCPPA's decision to grant such an extension for an additional three (3) year term shall be at the sole discretion of the SCPPA Executive Director. Notwithstanding anything to the contrary contained herein, either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. SCPPA shall pay Consultant for all services rendered up to the date of termination plus reasonable expenses for winding down the services. Any rights or obligations pursuant to Sections 5, 6, 7, 8 and 11, respectively, shall survive the expiration or termination of this Agreement.

11. Use and Ownership of Work Products:

- (a) Work Product. As used in this agreement, the term "Work Product" means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedures, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the Services provided under this Agreement.
- (b) SCPPA shall retain all rights, title and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements and derivative works thereof, and Consultant obtains no rights therein.

12. Information Provided by Others: SCPPA and/or its Members shall provide to the Consultant in a timely manner any information needed to perform the Services hereunder. Consultant may rely on the accuracy of information provided by SCPPA and its representatives. Any Customer Data furnished to Consultant by SCPPA or its Members shall be deemed Confidential Information subject to Section 13 of this Agreement. The term "Customer Data" shall mean any and all data that describes anything whatsoever about an individual customer of a SCPPA Member, such as address, employment, contact information, usage history, financial transactions and/or credit history, or that affords a clear basis for inferring things done by or to an individual or entity such as a record of a person's presence in a place, or requests for temporary changes in service. "Customer Responses" shall be any and all information or opinion collected or gathered from an individual customer of a SCPPA Member, either verbally, in writing, or electronically.

13. **Confidential Information:** Confidential Information shall be any and all: (1) Customer Data provided by SCPPA or any Members to Consultant or any of Consultant's subcontractors; and (2) Customer Responses collected by Consultant or any of Consultant's subcontractors from customers of any Members; and (3) any information provided to one Party from another that is labeled and/or marked as confidential.

Consultant acknowledges and agrees that maintaining customer privacy must be enforced with the highest vigilance, both through good utility practice and the requirements of California law, including but not limited to California Public Utilities Code Sections 394.4 and 8381. Notwithstanding the foregoing, Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by Consultant; (ii) has been known or independently developed by and is currently in the possession of Consultant prior to disclosure or receipt hereunder; (iii) was or is acquired by Consultant from a third party (other than a SCPPA Member Customer contacted by Consultant through the operation of this Agreement) who did not to Consultant's knowledge breach an obligation of confidentiality by disclosing it to Consultant.

Confidential Information in Consultant's possession must be kept in a secure location. Confidential Information received from customers of a Member will only be provided by Consultant to SCPPA and its designated representatives, and to no other party. Consultant shall, when directed by SCPPA, create aggregated data derived from Confidential Information in such a way such that individual customer responses or data cannot be determined. Consultant will retain the Confidential Information only so long as is necessary to perform Consultant's tasks under the Agreement, and after such time, the Confidential Information will be returned to SCPPA (or at SCPPA's written option, destroyed), and Consultant will retain no copies of the Confidential Information.

Consultant shall be responsible to ensure that any subcontractors used to provide Services that have access to Confidential Information or who will collect Customer Responses comply with the provisions Section 13.

14. **Dispute Resolution:** Consultant and SCPPA shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement, the Parties may agree in writing to arbitration under the rules governing commercial arbitration as promulgated by the American Arbitration Association, arbitrability shall be subject to the Federal Arbitration Act and the locale of the arbitration shall be Southern California.

15. **Representatives**

SCPPA's representative for administration of this Contract is [fill in], telephone number (626) 793-9364, fax number (626) 793-9461 and e-mail address is [fill in]. All of Consultant's questions pertaining to this Agreement shall be referred to the above-named person(s), or to the representative's designee.

Consultant's representative for this Contract is [**fill in**], telephone number [**fill in**], fax number [**fill in**] and e-mail address is [**fill in**]. All of SCPPA's questions pertaining to this Agreement shall be referred to the above-named person.

The representatives set forth herein shall have authority to give all notices required herein.

16. Notices

All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (which may be other than the representatives referred to in Section 15) and delivered by first class mail, postage prepaid; by electronic mail or facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or service guaranteeing overnight delivery to the receiving party, addressed as follows:

To SCPPA:

[**fill in – same as name in Sect. 15**]

1160 Nicole Court

Glendora, CA 91740

(626) 793-9364

XXX@scppa.org

To Consultant:

[**fill in – same as name in Sect. 15**]

Name (s)

Company

Street

City State Zip

Phone(s)

e-mail address

Either party may change its address for the purposes of this Section by giving written notice of such change to the other party in the manner provided in this Section.

Notice shall be deemed effective: 1) immediately, upon personal delivery; 2) two calendar days after transmission by electronic mail or facsimile; five calendar days after deposit in first class mail, if mailed within the United States; and ten calendar days after deposit in the mail, if mailed from outside the United States.

17. Miscellaneous:

- (a) This Agreement is binding upon and will inure to the benefit of the SCPPA and Consultant and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to a successor of the Party's entire business relating to this Agreement.

- (b) If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue in full force shall continue as to other circumstances in accordance with, the laws of the State of California.
- (c) This Agreement is entered into in Los Angeles County in the State of California and shall be governed by, and construed in accordance with, the laws of the State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
BILL D. CARNAHAN
Executive Director
Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
626.793.9364 FAX: 626.793.9461

and;

[... LEGAL ENTITY NAME ...]

By: _____
[... printed name ...]
[... printed title ...]
[... contact information, mailing address, phone, fax and email ...]

EXHIBIT A

SCOPE OF SERVICES

[to be inserted]

EXHIBIT B

COMPENSATION

[to be inserted]