

**SOUTHERN CALIFORNIA
PUBLIC POWER AUTHORITY**



**Request for Qualifications and Proposals
for
Municipal Advisory Services**

RFP Date: September 23, 2019

Response Deadline: October 25, 2019, by 4:00 p.m. PT

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

2019 REQUEST FOR PROPOSALS

FOR MUNICIPAL ADVISORY SERVICES

SELECTION PROCESS TIMELINE (KEY ESTIMATED DATES)

Issue Request for Proposals (RFP)	September 23, 2019
Question Cutoff Date	October 7, 2019
Proposals Due	October 25, 2019
Review of Responses	October/November 2019
Presentation/Interview, if necessary	November 2019
Recommendation of Selected Firm to Finance Committee	December 2, 2019
Contract Board Approval Date	January 16, 2020

REQUEST FOR PROPOSALS

FOR MUNICIPAL ADVISORY SERVICES

The Southern California Public Power Authority (SCPPA) is soliciting proposals from qualified firms to provide municipal advisory services.

SCPPA intends to enter into an agreement with a qualified firm offering municipal advisory services for a period of three (3) years. The agreement would be subject to termination by either party upon thirty days' written notice. An option to extend the service agreement for an additional three (3) years may be considered after a performance review prior to the end of the first three-year period.

SCPPA, a joint powers authority and a public entity organized under the laws of the State of California, was created pursuant to the Government Code of California and a Joint Powers Agreement for the purpose of planning and financing, as well as development, acquisition, construction, operation and maintenance of projects for the generation or transmission of electric energy. Membership consists of eleven cities and one irrigation district which supply electric energy in Southern California.

During the period of the agreement, new money financings may include generation and transmission facilities and natural gas resources. SCPPA also desires to continue to reduce Project costs and to help its members maintain their competitive position in the electric industry. SCPPA is authorized to issue revenue bonds on a competitive or negotiated basis, in fixed or in variable rate form.

The firm selected to be SCPPA's independent Municipal Advisor will be precluded from underwriting SCPPA's securities.

SCOPE OF WORK

SCPPA reserves the right to engage the services of an independent pricing agent in negotiating sales of its securities and/or terms and conditions of swaptions or swaps. The firm selected will be required to provide the following base level services and other general advisory services as may be requested from time to time:

1. Assist SCPPA in updating and implementing strategies, plans, and policies. This includes analyzing short-term, intermediate, long-term financing options, and ongoing surveys of the financial activities of public and private electric utilities.

2. Provide SCPPA with information, judgments, and forecasts regarding economic, capital market, and money market conditions.
3. Advise SCPPA on the timing, method, and structure of its security sales and provide, when requested, consultation in negotiating the components of the underwriters' spread and the pricing and other terms of the securities offered.
4. Assist SCPPA in preparing and reviewing documents necessary for the sale of its securities and the investment of the proceeds thereof.
5. Assist SCPPA, in coordination with the SCPPA's bond counsel, in ensuring that applicable laws and regulations relating to security offerings are followed.
6. Assist SCPPA with forming and implementing a rating strategy to optimize SCPPA's credit ratings including preparing any presentation before rating agencies, or other parties as appropriate.
7. Assist SCPPA in evaluating the performance of syndicate members, distribution of bonds, settlement and post-settlement analyses.
8. Assist SCPPA in restructuring its debt, including changes in variable rate exposure and early retirement of outstanding obligations.
9. Assist SCPPA in reviewing and analyzing legislation that may have a financial impact on SCPPA.
10. Solicit bids related to escrow funds, insurance, swap rates and other bids SCPPA may request.
11. When requested, assist SCPPA in negotiating contracts, such as swaptions, investment agreements, purchases and sales of assets.
12. Upon request, prepare special studies of a financial nature and review new financial products or techniques which may be proposed to SCPPA from time to time.
13. Assist SCPPA in reviewing draft financial and rating agency reports prior to publication.
14. Assist SCPPA in developing and maintaining mailing lists for its financial statements.
15. Cooperate and coordinate with the Intermountain Power Authority on financial matters.
16. Attend monthly Finance Committee and other specific periodic meetings as requested and, upon request, attend meetings of the Board of Directors and the Investment Committee. From time to time, the Municipal Advisor will be asked to meet with staff and to make presentations to the Finance Committee, the Board of Directors or selected SCPPA project committees.

A fee structure for the services to be provided should be furnished in a separate envelope or under separate cover as part of your proposal and should indicate any billing practices that are believed to be unusual. Please identify in your proposal billing practices relating to direct costs, and indirect costs, if applicable. SCPPA prefers to

receive monthly billing statements. SCPPA reserves the right to negotiate fees prior to awarding a contract. SCPPA reserves the right to reject any or all proposals relating to municipal advisory services.

In recognizing that SCPPA may issue new money bonds, will continue to restructure and reduce its outstanding debt, and engage in forward and/or current refundings to reduce interest costs, please provide fee quotations as follows:

1. Specify an annual retainer (which would be paid at the end of each month) and expenses for general municipal advisory work, indicating the total number of hours of work you propose to provide SCPPA under such retainer. List the work, provide a schedule of hourly rates for each individual to be assigned to this account, as well as an average composite rate, and provide the total number of hours of work for each assigned individual.
2. Upon approval of specific transactions or other non-routine work by the Board, indicate in your proposal how you will charge SCPPA for such assignments.

In addition to reserving its right to negotiate an agreement, SCPPA reserves its right to negotiate fees for services not anticipated by the proposer in its annual retainer prior to authorizing commencement of such work. Should the hours projected to be worked exceed the number of hours specified as part of the proposer's annual retainer, SCPPA reserves its right to negotiate an adjustment in fees to compensate the Municipal Advisor.

EVALUATION CRITERIA

The key criteria for selecting a Municipal Advisor will be: (1) the capability of the firm, (2) experience in municipal project finance, (3) proven track record of structuring lowest cost financing (4) the experience of personnel assigned to the SCPPA account, (5) ability and willingness of the firm to reassign experienced personnel to ensure continual coverage of SCPPA account, and (6) the economics involved in providing service, taking into consideration the locations and travel requirements of assigned personnel.

The criteria used by SCPPA will include, but not be limited to, the qualifications and experience of the firm and the individuals who will provide municipal advisory services on behalf of the firm to SCPPA, the bidder's understanding of SCPPA's requirements, the bidder's understanding of the energy industry, and the bidder's methodology and approach to municipal advisory work.

SCPPA reserves the right to reject any or all submittals and to waive irregularities in any submittal if that is determined to be in the best interest of SCPPA. SCPPA may request additional information from any of the firms submitting proposals. SCPPA shall not be responsible for the cost of preparing a proposal, or travel or other costs incurred should an interview opportunity be offered. The interviews will take place in Southern California with the date, time, and location to be announced by SCPPA.

Any requests for clarification or other questions concerning this RFP must be submitted via email to Aileen Ma, Chief Financial and Administrative Officer, at ama@scppa.org. You are requested to limit your questions to matters relating to this proposal process. Any matters relating to the qualifications of your firm should be raised only in the proposal submitted and, if applicable, during the interview. SCPPA's 2018/2019 Annual Report and continuing annual disclosures are all available on SCPPA's website.

Please do not contact Board members or any members of the Finance Committee members during this selection process regarding this RFP or your proposal.

To be considered, please submit your proposal, one original and four (4) copies, to be received **no later than 4:00 pm on October 25, 2019**. One additional proposal should be e-mailed to: ama@scppa.org. Proposals should be addressed to:

Aileen Ma
Chief Financial & Administrative Office
Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740

Proposals shall be submitted in a sealed package, clearly marked with:

RFP for Municipal Advisory Services

The proposed fee schedule as specified in the RFP should be furnished in a separate envelope or under separate cover.

Attachment: Request for Proposal Instructions

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

REQUEST FOR PROPOSAL INSTRUCTIONS

To achieve a uniform review process and obtain the maximum degree of comparability, it is requested that **one original plus four (4) copies** (and an electronic copy email to ama@scppa.org) of your proposal be tabbed and organized as follows:

(Please note that reference to firm shall include firms if joint proposals or subcontractors are to be used.)

1. Letter of Transmittal

Interested bidders must sign the proposal.

2. Title Page

Show the RFP subject, name of the proposer's firm, address, telephone number, name of contact person, date proposal submitted.

3. Table of Contents

Clearly identify the material by section and page number.

4. Technical Proposal

- (a) Give a brief description of your firm's experience serving as a municipal advisor and/or independent investment advisor, and provide a narrative description of relevant experience and/or capabilities, particularly with major operating utilities and joint action agencies in and outside of California. State whether your focus is as a regional firm, an east coast firm, a west coast firm, or a national service area firm. Provide recent public agency and independently owned utility references, at least five, including phone numbers of clients for which the lead individuals in your proposal served.
- (b) Please state whether your firm has carried out any municipal advisory services for any SCPPA member during the last five years. SCPPA members are listed on the SCPPA website at: www.scppa.org. If so, please provide the SCPPA member, the nature of the work, the dates of your engagement and the names of the SCPPA member agency personnel responsible for the administration of this work.
- (c) Describe any situations that have occurred in the last five years where your services as a Municipal Advisor were terminated.
- (d) Identify the members of the team who will primarily be assigned to work on this

account including their normal work location. Include resumes for such individuals. The individual(s) responsible for the day-to-day relationship with SCPPA should be clearly identified. All individuals primarily assigned to work on this account must participate in the interview if your firm is selected as a finalist.

- (e) State your understanding of the work to be done and how resources will be provided to best serve SCPPA.
- (f) Provide specific experience with innovative financing structures for utility projects including electricity or natural gas prepayment transactions, renewable energy projects or other unique structures. Please be specific about the Proposer's role in adding value to the transactions through reduced costs, reduced risk or other structural improvements.
- (g) Please discuss your firm's knowledge of and experience with various federal programs and incentives available to public power issuers.
- (h) Describe your firm's role in evaluating financing alternatives other than bonds. Briefly mention alternatives that you believe may be appropriate for SCPPA's use.
- (i) Outline the circumstances under which either a competitive or negotiated underwriting would be preferred. What role would your firm expect to play as Municipal Advisor under each method?
- (j) Outline the activities your firm would undertake to facilitate the sale and marketing of SCPPA's debt. Describe your firm's experience with these activities.
- (k) What role would your firm expect to play in refinancing SCPPA's debt? Describe your firm's experience in this area.
- (l) Describe the tools/resources and staff analytical/modeling capability available to you in servicing the SCPPA account. Provide specific examples to support your strengths.
- (m) Indicate your role in structuring and pricing negotiated sales (i.e., contacts with underwriting firms, trading desks, etc. to ascertain price indications). Provide samples of structures and savings you believe your approaches generated.
- (n) Provide a brief discussion of any other information that you believe to be relevant to your firm's qualifications and of particular interest to SCPPA (i.e., your role in assisting other electric utilities in becoming lower-cost service providers and any reports that your firm prepared regarding competition and the restructuring of the electric industry).
- (o) Describe how your firm keeps current on changing market conditions, products and services, and underwriter performance.

(If you desire to furnish statistical data or other tabulated material, please include such information as a separately bound appendix to your proposal.)

5. Fees and Costs

Describe your proposed fee schedule as specified in the RFP and should be furnished in a separate envelope or under separate cover. SCPPA reserves the right to negotiate proposed fees for general municipal advisory services prior to awarding a contract, and to negotiate fees or costs for any work not covered by the retainer.

6. Insurance

Describe the limits of your errors and omissions coverage.

7. Pro Forma Professional Services Agreement

Proposer should review SCPPA's Pro Forma Professional Services Agreement attached as Appendix A and note any exceptions taken to it in its proposal.

In addition, interested bidders must include the following declaration immediately before the proposer's signature on the proposal:

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

To be considered, please submit one original proposal and four (4) copies, to be received **no later than 4:00 p.m. on October 25, 2019**. One additional proposal should be e-mailed ama@scppa.org. Proposals should be addressed to:

Aileen Ma
Chief Financial & Administrative Officer
Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740

Proposals shall be submitted in a sealed package, clearly marked with:

RFP for Municipal Advisory Services

The proposed fee schedule, as specified in the RFP, should be furnished in a separate envelope or under separate cover.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
[... NAME OF CONSULTANT ...]**

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 or assessed on Consultant's income 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.
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 gross 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.
- (d) Errors & Omissions/Professional Liability insurance, including cover for liability arising from intellectual property infringement, information technology and software development services, with limits of one million dollars (\$1,000,000).

The insurance to be provided by Consultant under this Agreement shall not include any of the following: a claims-made insurance policies, except for Professional Liability Insurance; a 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 and shall at all times thereafter maintain a certificate of insurance on file with SCPPA evidencing that the required coverages are in place.

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 two (2) years subject, again, to earlier termination in accordance with this section. 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:** With respect to any information supplied in connection with this Agreement, Confidential Information shall be any and all: (1) Customer Data provided by SCPPA or any participating Member 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 confidential. The recipient agrees to protect the Confidential Information in a reasonable and appropriate manner, and to use and reproduce the Confidential Information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose.

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 either Party; (ii) has been known or independently developed by and is currently in the possession of recipient prior to disclosure or receipt thereof; (iii) was or is acquired by recipient from a third party (other than a SCPPA Member Customer contacted by Consultant in the course of performance of this Agreement) or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the Confidential Information on a need-to-know basis to its contractors, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms. The parties acknowledge and agree that any proprietary software provided by Consultant in connection with this Agreement shall be considered the Confidential Information of Consultant.

In the case of a *bona fide* request received by SCPPA under the California Public Records Act ("CPRA,") Cal. Gov't Code § 6250 et seq.) from a third party for access to Consultant's Confidential Information subject to this Agreement, SCPPA shall promptly notify Consultant of such request and shall follow Consultant's reasonable instructions in responding thereto subject to the understanding that SCPPA cannot delegate the responsibilities imposed on it by the CPRA to Consultant. In the event access to such Confidential Information is denied and the third party requesting the same initiates litigation to compel access under the CPRA, SCPPA shall promptly advise Consultant of such litigation, and SCPPA shall have no other duty or obligation to Consultant under this Agreement with respect to the denial of access to such Confidential Information or to oppose or defend any such litigation. Consultant, at its own cost and expense, shall indemnify, defend and hold SCPPA free and harmless from such litigation or any claim, suit, cost, expense, judgment or order related thereto or otherwise arising from the denial of access to Consultant's Confidential Information to said third party.

Confidential Information 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 it 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 of this 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]

Southern California Public Power Authority

1160 Nicole Court

Glendora, CA 91740

(626) 793-9364

XXX@scppa.org

To Consultant:
[fill in]
[Company
Street
City State Zip
Phone(s)
e-mail address]

Either party may change its authorized representative or its address for the purposes of this Agreement 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 SCPA 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.

18. Counterparts and Electronic Signatures: This Agreement may be executed in one or more counterparts, each of which when executed by each party shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes, to the extent and as provided for in any applicable law, including without limitation California's Uniform Electronic Transactions Act.

[SIGNATURE PAGE FOLLOWS]

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

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
Michael S. Webster
Executive Director

Approved as to Legal Form and Content:

Richard J. Morillo
General Counsel

[... 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]