

GOODS AND SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
COMPANY/CONTRACTOR NAME

This GOODS AND SERVICES AGREEMENT ("Agreement") is entered into and effective [DATE], by and between [COMPANY/CONTRACTOR NAME] ("Contractor"), [LEGAL DEFINITION INSERTED HERE], located at [ADDRESS], and 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 Contractor are also referred individually as ("Party") and together as ("Parties").

WHEREAS, certain SCPPA and its Member utilities ("Members") have a need for specific goods and/or services relating to [fill in] and improving electric utility programs and operations; and

WHEREAS, Contractor is qualified and capable of providing such goods and services;

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

- 1. Work to be Provided:** SCPPA engages the Contractor to provide goods and/or services ("Work"), as further described in Exhibit A and/or the specific Task Orders, including a description of the Work to be provided, the period or schedule for delivery of said Work, and payment terms for all Work. Contractor will perform Work at the direction of SCPPA and/or Members, on behalf of SCPPA. Upon reasonable notice to Contractor, SCPPA and/or Members shall have the right during the performance of the Work to inspect the site, subject in all cases to all applicable rules, policies and regulations related to safety, as well as state and local building code and ordinance compliance, including Contractor's and its subcontractors' reasonable safety precautions, provided that such inspection and presence does not unreasonably interfere with or delay the completion of the Work and Contractor's performance of its other obligations under this Agreement. All applicable Work will be required to conform to prevailing wage rates applicable to the location(s) where the Work is performed. Workers shall be paid not less than prevailing wages pursuant to determinations of the Director of Industrial Relations as may be applicable, in accordance with the California Labor Code. Contractor will be required to maintain records of all prevailing wage payments for a minimum of three (3) years from the completion of Work.
- 2. Independent Contractor:** Contractor 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. Contractor shall furnish the work in its own manner and method except as required by this Agreement. Contractor shall have no authority, express or implied, to act on behalf of or bind SCPPA or the Members in any capacity whatsoever as agents or otherwise. Contractor may use the services of independent contractors and subcontractors to perform a portion of its obligations under this Agreement. Contractor shall have an affirmative duty to assure that said independent contractors and subcontractors comply with the terms of this Agreement as appropriate for their

respective scope(s) of work. Contractor shall be the responsible party with respect to all actions of its independent contractors and subcontractors. Subcontractors must be properly licensed to perform the Work. No contractual relationship will exist between SCPPA and any subcontractor with respect to the Work. Notwithstanding the foregoing, Contractor shall be solely responsible for (i) completion of the Work and any other of Contractor's or subcontractor's obligations hereunder, (ii) the acts, omissions, or defaults of the subcontractors and their employees, and (iii) the engagement, management, and payment of the subcontractors. Nothing contained herein will obligate SCPPA to pay any subcontractor and Contractor shall be solely responsible for paying each subcontractor to whom any amount is due from Contractor in connection with the Work. Contractor shall cause its subcontractors to maintain insurance coverage consistent with usual and customary practices in their respective industries.

3. **Standard of Care:** The Contractor will perform Work under this Agreement with the degree of skill and diligence normally practiced in the same industry by contractors performing the same or similar work. Contractor shall comply with all Federal, State, County, City and other governing laws, rules and regulations as applicable to the performance of Work under this Agreement including Member business practices 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. Contractor is not required to perform the Work at fixed hourly or daily times, nor at SCPPA or Member premises unless as provided in Exhibit A and/or the specific Task Order. Contractor's time spent at SCPPA, Member, or project location premises shall be subject to normal business hours and security requirements, unless agreed upon in writing by all Parties.
4. **Changes/Amendments:** This Agreement may not be changed except by written amendment signed by both Parties. Contractor shall promptly notify SCPPA within five (5) business days if changes to the Work Scope affect the schedule, level of effort or payment to Contractor. If Contractor determines that changes should be made to Exhibit A and/or the specific Task Order, the Contractor will notify SCPPA of such proposed changes in writing, including the effects on the schedule, level of effort and payment for such changes. Thereafter, Contractor and SCPPA shall agree in writing on which changes, if any, shall be made, including a description of the changes to Work to be provided, the period or schedule for delivery of said Work, and payment terms for all Work. If Contractor is delayed in performing the Work by any force majeure, including any act of war, delays in transportation, strikes or other labor disturbances, acts or omissions of a) any government authority, b) SCPPA, c) Member, or d) their respective contractors or suppliers, or other circumstance beyond Contractor's reasonable control, then Contractor shall not be considered to be in default of the performance of its obligations under this Agreement and the schedule for Contractor's performance shall be extended by the amount of time lost by reason of the event(s), plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of SCPPA and/or a Member, or their respective contractors or suppliers cause the delay, Contractor shall also be entitled to an equitable price adjustment in accordance with this Section.
5. **Payment:** SCPPA shall pay Contractor for Services in accordance with the terms and payment schedule set forth in the **Exhibit A** and/or the specific Task Order. Each invoice shall include the following:
 - a. A reference to SCPPA Resolution No. 2018-xxx; (**TBD by SCPPA**)
 - b. Name of the participating Member(s) and the contact information for participating Member(s) designated representative(s);

- c. The basis for the amount invoiced, including a description of services provided, units and costs.

Contractor shall provide all invoices to both the participating Member(s) and to SCPPA. Invoices delivered to SCPPA should be sent to billinginvoices@scppa.org. Invoices received by SCPPA on or before the 15th day of a given month and subsequently approved by the participating Member(s) on or before the 25th day of the same month, will be paid by SCPPA before the end of the following month. All other properly invoiced amounts shall be paid not more than sixty (60) days after delivery of an invoice, provided that the funds for the payment of such invoices have been transmitted to SCPPA by the participating Member(s). SCPPA will use best efforts to pay invoices within a sixty (60) day period. SCPPA shall inform Contractor of any disputed invoice amounts within thirty (30) days of the invoice date and may withhold payment of such amounts until all parties have reached agreement on the proper invoicing for related goods and/or services.

- 6. **Taxes:** Any and all taxes imposed or assessed by reason of Contractor's performance of this Agreement, including but not limited to sales or use taxes, income taxes and payroll taxes and all items of withholding, efficiency, penalty, addition to tax, interest, or assessment related thereto, shall be paid by Contractor ("Contractor Taxes"). SCPPA shall be responsible for all taxes, duties, fees, or other charges imposed or assessed by reason of the goods and services received by SCPPA under this Agreement (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, efficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on SCPPA or Contractor or its subcontractors) in relation to the Agreement or the performance of or payment for Work under the Agreement other than Contractor Taxes ("SCPPA Taxes"). The Agreement price does not include the amount of any SCPPA Taxes. If SCPPA deducts or withholds SCPPA Taxes, SCPPA shall pay additional amounts so that Contractor receives the full Agreement price without reduction for SCPPA Taxes. SCPPA shall provide to Contractor, within one (1) month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Contractor shall be responsible for any taxes or penalties assessed by reason of any claims that Contractor is an employee of SCPPA, and SCPPA and Contractor specifically agree that Contractor is not an employee or agent of SCPPA.
- 7. **Indemnity:** Contractor undertakes and agrees to defend, indemnify and hold harmless the Southern California Public Power Authority and other SCPPA participating Member and their officers, employees, assigns and successors in interest (collectively, "Indemnified Party") 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 ("Claims"), which may be brought against the Indemnified Party for death, bodily injury or personal injury to any person, including Contractor's employees, agents or subcontractors of any tier and damage or destruction to tangible property to the extent arising by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of the Contractor, or the Contractor's officers, employees, agents or subcontractors, except for the negligence or misconduct of SCPPA, Member, or their respective officers or employees.
- 8. **Limitation of Liability:** The remedies of SCPPA set forth in this Agreement are exclusive and are its sole remedies for any failure of Contractor to comply with its obligations hereunder. Except for losses resulting directly or indirectly from Contractor's indemnification obligations under section (7) "Indemnity," the total liability of the Contractor to SCPPA for any claims arising out

of this Agreement, whether caused by negligence errors, omissions, strict liability, breach of contract or contribution, shall not exceed the total compensation amount defined within the Exhibit A and/or the specific Task Orders, provided however this limitation shall not apply in the event of gross negligence, willful misconduct or bad faith on the Contractor. Contractor shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of SCPPA's customers for any of the foregoing types of damages whatsoever, regardless of whether such potential damages are foreseeable or if Contractor has been advised of the possibility of such damages. All Contractor liability shall end upon expiration of the applicable warranty period, provided that SCPPA may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than one (1) year after expiration of such warranty period. Contractor shall not be liable for advice or assistance that is not required for the work scope under this Agreement.

- 9. Insurance:** Contractor shall at its sole cost and 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, Contractor'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, . Such policy shall cover SCPPA and each participating Member(s) 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 Contractor 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 coverage for liability arising from intellectual property infringement, information technology and software development services, with limits of one million dollars (\$1,000,000).
 - (e) All required policies shall provide not less than a thirty (30) day notice of cancellation to SCPPA.

The insurance to be provided by Contractor under this Agreement shall not include any of the following: except for Professional Liability Insurance, 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 or participating Member(s) that is otherwise required by this Section 9; and any policy or endorsement language that (i) negates coverage to SCPPA or participating Member(s) for SCPPA's or participating Members' own negligence; (ii) limits the duty to defend SCPPA or participating Member(s) under the policy; (iii) provides coverage to SCPPA or participating Member(s) only if Contractor 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 or the participating Members' rights under this Agreement.

Contractor shall furnish SCPPA proof of all specified insurance and related requirements either by use of Member-specific endorsement forms or by written evidence of insurance acceptable to SCPPA and Members' Risk Manager or designee, prior to commencement of Services under this Agreement. Contractor shall provide SCPPA a new or renewed certificate of insurance upon any changes or modifications to coverage including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with the requirements of this Agreement.

10. Term, Suspension and Termination:

- (a) The term of this Agreement shall be three (3) years from the date hereof, at which time, it shall either terminate or be extended for one (1) additional term, of no more than three (3) years, by written agreement between SCPPA and the Contractor, unless sooner terminated in accordance with this section. Either Party may terminate this Agreement, without cause, upon thirty (30) days' written notice to the other Party. SCPPA shall pay Contractor for all work rendered to the date of termination plus reasonable expenses for winding down the work, including without limitation the cost of cancelling, returning or reselling goods ordered pursuant to the Work Scope.
- (b) Contractor's Default: SCPPA may terminate the Agreement for cause if Contractor (i) becomes insolvent/bankrupt, or (ii) commits a material breach of the Agreement which does not otherwise have a specified contractual remedy, provided that: (a) SCPPA shall first provide Contractor with detailed written notice of the breach and of SCPPA's intention to terminate the Agreement, and (b) Contractor shall have failed, within thirty (30) days after receipt of the notice, to commence and diligently pursue cure of the breach. If SCPPA terminates the Agreement pursuant to this clause, (i) Contractor shall reimburse SCPPA the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by SCPPA to complete that scope, and (ii) SCPPA shall pay to Contractor (a) the portion of the Agreement price allocable to goods completed, (b) lease fees incurred, and (c) amounts for services performed before the effective date of termination. The amount due for services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Agreement, as applicable or, where there are no milestones and/or rates in the Agreement, at Contractor's then-current standard time and material rates.
- (c) SCPPA Default: Contractor may suspend or terminate the Agreement immediately for cause if SCPPA becomes insolvent/bankrupt. In the event, SCPPA commits a material breach, the Consultant may suspend or terminate for SCPPA's default by giving SCPPA written notice of the breach. SCPPA shall have fifteen (15) calendar days from the date of the contractors written

notice of breach to cure, or diligently commence to cure the breach. The contractor's written notice of breach shall include a proposed time and location for the parties' Authorized representatives to meet and discuss the events leading to breach and any steps which may be taken to avoid termination. Such meeting shall be scheduled within ten (10) calendar days of the date of the notice of termination. If SCPPA is unable or unwilling to cure, diligently commence to cure such breach, or meet to discuss the termination as provided herein, the Contractor may terminate any time thereafter upon providing SCPPA written notice of termination. If SCPPA materially breaches the Agreement, including, but not limited to, failure or delay in SCPPA providing payment security, making any payment when due, or fulfilling any payment conditions. SCPPA shall pay Contractor for all goods completed, lease fees incurred and services performed before the effective date of termination, plus expenses reasonably incurred by Contractor in connection with the termination. The amount due for services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Agreement, as applicable or, where there are no milestones and/or rates in the Agreement, at Contractor's then-current standard time and material rates. In addition, SCPPA shall pay Contractor a cancellation charge equal to eighty percent (80%) of the Agreement price applicable to uncompleted made-to-Agreement goods and fifteen percent (15%) of the Agreement price applicable to all other uncompleted goods.

- (a) Suspension: For any Work suspended, held, delayed or rescheduled at the request of SCPPA, SCPPA shall pay to Contractor upon submission of Contractor's invoice pursuant to Section 5 of this Agreement for any goods completed and/or in process up to the date of suspension, as well as pay all reasonable costs and expenses incurred by Contractor in connection with a suspension for SCPPA's convenience, including, but not limited to, expenses for repossession, demobilization/remobilization, and costs of storage during suspension. The schedule for Contractor's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension. Any Work so suspended, held, delayed or rescheduled beyond one hundred eighty (180) days, in the aggregate, will be treated as a SCPPA termination for convenience in accordance with this Section 10(a).

11. Title and Warranties:

- (a) Title to Goods. The title to goods supplied by Contractor to SCPPA pursuant to the Work Scope shall pass to SCPPA upon delivery, unless otherwise specified in the Work Scope.
- (b) Warranties. Contractor warrants that goods shall be delivered free from defects in material, workmanship and title and that the services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications, as identified in Exhibit A and/or the specific Task Order. Contractor warrants that the services performed by it hereunder will be performed in a workmanlike manner and in accordance with generally accepted professional standards. In the event the services do not conform, such nonconforming services shall be corrected by Contractor. If goods or services do not meet the above-warranties, SCPPA shall promptly notify Contractor in writing prior to expiration of the warranty period. Contractor shall (i) at its option, repair or replace defective goods and (ii) re-perform defective services. If despite Contractor's reasonable efforts, a non-conforming goods cannot be repaired or replaced, or non-conforming services cannot be re-performed, Contractor shall refund or credit monies paid by SCPPA for such non-conforming goods and services. SCPPA shall obtain Contractor's agreement on the specifications of any

tests it plans to conduct to determine whether a non-conformance exists. SCPPA shall bear the costs of access for Contractor's remedial warranty efforts (including removal and replacement of systems, structures or other parts of SCPPA's facility), de-installation, decontamination, re installation and transportation of defective goods to Contractor and back to SCPPA. Unless otherwise agreed to in writing by Contractor, Contractor assumes no responsibility with respect to the suitability of SCPPA's existing equipment or with respect to any latent defects in the same. The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of goods, (b) SCPPA keeping accurate and complete records of operation and maintenance during the warranty period and providing Contractor access to those records, and (c) modification or repair of goods or services only as authorized by Contractor in writing. Failure to meet any such conditions renders the warranty null and void. Contractor is not responsible for normal wear and tear. THE EXPRESS REPRESENTATIONS, WARRANTIES AND GUARANTEES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, CUSTOM OR OTHERWISE). THERE ARE NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES, REMEDIES, AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, WHICH EXTEND BEYOND THOSE SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE WORK OR THIS AGREEMENT, WHETHER THE CLAIMS OF SCPPA ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY.

12. Information Provided by Others: SCPPA and/or Members shall provide to the Contractor in a timely manner any information indicated is needed to perform the Work hereunder. Contractor may rely on the accuracy of information provided by SCPPA and its representatives. "Customer Data" shall be any and all personal data that describes anything whatsoever about an individual customer of a SCPPA Member, such as address, employment, contact information, 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: Contractor and SCPPA (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. Confidential Information shall be any and all: (1) Customer Data provided by SCPPA or Member to Contractor or any of Contractor's subcontractors; and (2) Customer Responses collected by Contractor or any of Contractor's subcontractors from customers of any Member; (3) any information provided to one Party from another that is labeled and/or marked as such; and (4) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. Receiving Party agrees: (a) to use the Confidential Information only in connection with the Agreement and use of goods and services, (b) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (c)

not to disclose the Confidential Information to a competitor of Disclosing Party.

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 Contractor 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 Contractor in connection with this Agreement shall be considered the Confidential Information of Contractor.

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 Contractor's Confidential Information subject to this Agreement, SCPPA shall promptly notify Contractor of such request and shall follow Contractor's reasonable instructions in responding thereto subject to the understanding that SCPPA cannot delegate the responsibilities imposed on it by the CPRA to Contractor. 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 Contractor of such litigation, and SCPPA shall have no other duty or obligation to Contractor under this Agreement with respect to the denial of access to such Confidential Information or to oppose or defend any such litigation. Contractor, 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 Contractor'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 Contractor to SCPPA and its designated representatives, and to no other party. Contractor 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. Contractor will retain the Confidential Information only so long as it is necessary to perform Contractor'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 Contractor will retain no copies of the Confidential Information.

Contractor 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. Notwithstanding these restrictions, (a) Contractor may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Agreement, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) SCPPA may disclose Confidential Information to lenders as necessary for SCPPA to secure or retain financing needed to perform its obligations under the Agreement, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Each

Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither SCPPA nor Contractor shall make any public announcement about the Agreement without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this provision shall expire five (5) years after the date of disclosure. This provision does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

14. Dispute Resolution: Contractor and SCPPA shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence court proceedings, in federal court with jurisdiction applicable to, or state court located in Southern California. Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Section 13 and/or the nuclear use restrictions set forth in Section 17(f), or to seek interim or conservatory measures.

15. Representatives: SCPPA's representative for implementation of this Agreement is Bryan Cope, telephone number (626) 793-9364, fax number (626) 793-9461 and e-mail address is bcope@scppa.org. All of Contractor's questions pertaining to this Agreement shall be referred to the above-named person(s), or to the representative's designee.

Contractor'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 (may be other than the representatives referred to in Section 15) and delivered by facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

To SCPPA:
Bryan Cope
1160 Nicole Court
Glendora, CA 91740
(626) 793-9364
bcope@scppa.org

To Contractor:
[fill in – name]
Company
City, State Zip
Phone(s)
e-mail address

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

17. Miscellaneous:

- (a) This Agreement is binding upon and will inure to the benefit of the SCPPA and Contractor and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which such consent shall not be unreasonably withheld or delayed.
- (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.
- (d) 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 the Federal Electronic Signatures in Global and National Commerce Act and Records Act, and the California's Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: **Michael S. Webster**
Executive Director

Approved as to Legal Form and Content:

By: **[DANIEL S. HASHIMI] RICHARD J. MORILLO**
[Senior Assistant] General Counsel

and;

COMPANY/CONTRACTOR NAME

By: **[NAME]**
Title

EXHIBIT A

SCOPE OF GOODS AND SERVICES

PRICES AND COMPENSATION