



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

QUESTIONS & ANSWERS RELATED TO *Request for Proposals: Resource Efficiency-Related Rebate Program Administration Services*

1. Section 3, Item 3: "Process rebate applications for customers applying for any in-scope program rebates." What programs are in scope?

RESPONSE: In scope programs will vary by participating Member. Examples of Member in scope programs include, but are not limited to the following:

- **Residential Rebate Program** – Program provides residential customers rebates on eligible products. The program is going to offer rebates for electric heat pump technologies in the near future.
- **Lifeline Program** – Program offers a reduced electric rate for income qualified customers. Customers need to submit supporting financial documentation to apply for the program.
- **EV Charger Rebate Program** – Program provides rebates for installing a Level 2 electric vehicle charger.
- **Smart Home Rebate Program** – Program provides residential customers rebates on eligible products.
- **Care Program** – Program provides monthly discount for Low-Income customers.
- **Helping Hand Payment Assistance Program** – Program provides payment or deposit assistance for low-income customers.
- **Guardian Medical Equipment Discount Program** – Program provides monthly electric bill discount on qualified medical equipment.

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2. Section 4, Item 1A2, "Reference to any proposed contractual terms and conditions required by the Respondent." Should bidders provide our contractual terms and conditions with our proposal? Are there additional contractual terms and conditions beyond those in Sections VI and VII that SCPPA can provide so bidders can review ahead of time?

RESPONSE: Yes, respondents should provide their contractual terms and conditions with their respective proposals. A copy of our pro forma Master Professional Services Agreement has been included in this Q&A document for your reference/review.

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3. Section 4, Item 6 on Customer Data: How should bidders respond to this section in our proposal?

RESPONSE: SCPPA and its Members would be comfortable with a statement from the respondent accepting the various items outlined in the "Customer Data" section.

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4. Section 4, Items 7 B and D request references. Please confirm whether bidders are permitted to provide a single set of references that satisfy the requirements across these items.

RESPONSE: Yes, respondents may opt to provide a single set of references that satisfy the requirements across these items.

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

This MASTER PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated and effective [DATE], by and between [CONSULTANT NAME] (“Consultant”), [LEGAL CAPACITY], 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 Consultant are also referred to herein individually as “Party” and together as “Parties”. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference.

WHEREAS, SCPPA member utilities (“Members”) are engaged in the generation, transmission, and distribution of electrical energy to retail customers; and

WHEREAS, SCPPA has a need for professional and technical services including studies and reports to facilitate SCPPA’s services that support its Members’ procurement of generation and transmission resources and their obligation to first acquire energy efficiency and demand reduction resources that are cost effective, reliable and feasible as mandated by Section 9615 of the California Public Utilities Code; 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 Consultant to provide the services and related tasks (“Services”) outlined in Exhibit A for itself and its Members to utilize pursuant to one or more separate task orders (“Task Order”) substantially in the form attached hereto as Exhibit C. The Services performed by Consultant under all Task Orders shall be based upon the price terms listed in Exhibit B, provided that in no event shall the payments to Consultant exceed the designated maximum amount listed in Exhibit B for all Task Orders under this Agreement. Each Task Order shall specify the tasks and assignments, from among the Services, to be performed by Consultant. Each Task Order may include a cap for all payments for Services performed under the Task Order and a time schedule for completion of the Services. Any Member that elects to

participates in any Task Order is referred to herein as the "Participating Member." No Task Order may be amended except by written agreement executed by Consultant, SCPPA and the Participating Member, provided that if a Participating Member has elected to confirm its Task Order participation through a letter to SCPPA, the Participating Member shall have submitted a new letter to SCPPA requesting the amendment to the Task Order prior to SCPPA's execution of the amended Task Order.

2. Independent Contractor:

Consultant is an independent contractor, is not an employee of SCPPA or any Member and shall not be entitled to any employment benefits or rights afforded by SCPPA or Members to their employees, including, but not limited to, sick leave, vacation leave, paid leave, holiday pay, retirement benefits, worker's compensation or other insurance benefits. Consultant shall indemnify, defend and hold harmless SCPPA and Members for the payment of any employee and/or employer contributions for the California Public Employees Retirement System ("PERS") benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of SCPPA or Members. This indemnification is intended to supplement and is not intended to limit or exclude the application of the indemnification requirements provided in Section 7 hereof. Consultant shall furnish the Services according to its own manner and methods except as required by applicable Laws and this Agreement. Consultant shall have no authority, express or implied, to act on behalf of or bind SCPPA or Members to any obligation in any capacity whatsoever as agent 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 cause all subcontractors to comply with the same and agree in a separate writing to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its subcontractors. Consultant's visit to and time spent at SCPPA, Member or project site locations shall be subject to normal business hours, appropriate safety standards and security requirements.

3. Standard of Care:

The Consultant shall perform Services under this Agreement with the degree of skill and diligence normally practiced in the same industry by competent consultants performing the same or similar services. Consultant shall comply with all Federal, State, County, local and other governing laws, rules and regulations ("Laws") applicable to the performance of the Services. Consultant represents and warrants that it is appropriately licensed, qualified and experienced to provide the Services.

4. Amendments:

Amendments to this Agreement must be in writing and signed by both Parties.

5. Payment:

SCPPA shall pay Consultant for Services in accordance with the terms of this Agreement and the applicable Task Order. Consultant is not authorized to perform any Services or incur any costs whatsoever until a Task Order has been completed, executed by both Parties (and the Participating Member if the Participating Member has elected to sign the Task Order) and a written notice of authorization for the start of Services for such Task Order has been issued by the SCPPA designated representative. In addition to any specific requirements in a Task Order, each invoice from Consultant shall include the following:

- a. A reference number assigned by SCPPA for invoices under this Agreement;
- b. Name of each Participating Member that has received Services for which the invoice is being issued by Consultant; and
- c. The basis for the amount invoiced, including a description of Services provided.

Consultant shall submit all invoices to SCPPA. Invoices delivered to SCPPA shall 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 on or before the 25th day of the same month, shall 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. SCPPA shall inform Consultant of any disputed invoice amounts within thirty (30) days of receipt of the invoice by SCPPA. SCPPA may withhold payment of such disputed amounts until both Parties have reached agreement on the proper amount of the invoice.

6. Taxes:

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.

7. Indemnity:

Consultant shall defend, with counsel reasonably acceptable to SCPPA, indemnify and hold harmless SCPPA and each Participating Member, and their officers, agents, elected and appointed officials, 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 officers, employees, agents, affiliates and subcontractors, or damage or destruction to any property of either Party, a Participating Member or a third person

in any manner arising by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of the Consultant, or the Consultant's officers, agents, employees, affiliates or subcontractors, except for the gross negligence or willful misconduct of SCPPA or a Participating Member, and their officers, agents, representatives or employees.

8. Intellectual Property Infringement:

Consultant shall defend, indemnify and hold harmless SCPPA and each Participating Member from and against any loss, cost and expense that SCPPA or each Participating Member incurs because of a claim that any deliverables, materials, software or hardware or equipment (hereinafter "Products") provided pursuant to this Agreement infringes on the intellectual property rights of others. Consultant's indemnification obligation under this Section 8 is conditioned on the following: (i) SCPPA must notify Consultant of any such claim and (ii) the claim must not arise from modifications to or misuse of the Product by SCPPA or the Participating Member. In the event of an 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 and any Participating Member the right to continue using the Product under the terms of this Agreement as was being used prior to the infringement claim; or (C) replace for SCPPA and any Participating Member 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. Consultant's election in response to an infringement claim as described in this Section 8 shall not result in any additional costs or liability to SCPPA and any Participating Member.

9. Insurance:

Consultant 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, 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. Such policy shall cover SCPPA and each Participating Member 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 Participating 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).
- (e) [Cyber Security Coverage including technology / professional liability insurance, intellectual property infringement, and data protection liability insurance. Contractor shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include protection for liability arising from:
 - 1. intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets);
 - 2. breaches of security;
 - 3. violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; and,
 - 4. data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party.

The minimum limits shall be three million dollars (\$3,000,000) for each and every claim and in the aggregate.

Such insurance must address all of the foregoing without limitation if caused by an employee of the Consultant or an independent contractor working on behalf of the Consultant in performing Services under this contract. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. The policy must be kept in force during the life of the contract and for two years (either as a policy in force or under an extended reporting provision) after contract termination.]

- (f) All required policies shall provide not less than a thirty (30) day notice of cancellation to SCPPA.

The insurance to be provided by Consultant 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 Members that is otherwise required by this Section 9; and any policy or endorsement language that (i) negates coverage to SCPPA or Participating Members for SCPPA's or Participating Members' own negligence; (ii) limits the duty to defend SCPPA or Participating Members under the policy; (iii) provides coverage to SCPPA or Participating Members 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 or the Participating Members' rights under this Agreement.

Consultant shall furnish SCPPA proof of all specified insurance evidencing the required coverages prior to commencement of Services under this Agreement or any Task Order issued pursuant to this Agreement. Consultant 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 and Termination:

- (a) The term of this Agreement shall be three (3) years from the date hereof at which time it shall either expire or be extended by written agreement of the Parties for one (1) or more additional terms totaling no more than three (3) years, unless sooner terminated in accordance with this Section 10.
- (b) Either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. Upon such termination, (i) Consultant shall reimburse SCPPA for all payments made by SCPPA for Services not yet completed, or (ii) if outstanding payments are owed to Consultant, SCPPA shall pay Consultant for all Services satisfactorily performed in accordance with this Agreement up to the date of termination. Any rights or obligations pursuant to Sections 5, 6, 7, 8, 10, 11 and 13 shall survive the expiration or termination of this Agreement for a period of two (2) years.
- (c) No Task Order shall be executed pursuant to this Agreement if the time or deadline for performance thereof extends beyond the then-applicable expiration date of the Agreement.

11. Use and Ownership of Work Product:

- (a) 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 and the Participating Members 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:

To the extent reasonably available to SCPPA and/or the Participating Members, and not otherwise subject to any confidentiality requirement, SCPPA and/or the Participating Members, upon Consultant's request shall provide to the Consultant in a timely manner any information reasonably needed to perform the Services hereunder. Consultant may rely on the accuracy of information provided by SCPPA and Participating Members. Any Customer Data (as defined in Section 13 herein) furnished to Consultant by SCPPA or Participating Members shall be deemed Confidential Information subject to Section 13 of this Agreement.

13. Confidential Information:

As used herein, "Customer Data" shall mean any and all data that describes anything whatsoever about an individual customer of a Participating 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 all information or opinion collected or gathered from an individual customer of a Participating Member, either verbally, in writing, or electronically.

Either Party (as to information disclosed, the "Disclosing Party") may provide the other (as to information received, the "Receiving Party") with information in connection with this Agreement that it may deem to be "Confidential Information" as defined herein. Confidential Information shall mean any and all: (1) Customer Data provided by SCPPA or any Participating Member to Consultant or any of Consultant's subcontractors; (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. Receiving Party agrees: (a) to use or reproduce the Confidential Information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose, (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 Participating Member customer contacted by Consultant in the course of performance of this Agreement) or (iv) 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.

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 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, attorneys’ fees, judgment or order related thereto or otherwise arising from the denial of access to Consultant’s Confidential Information to said third party.

If Consultant is requested or required, pursuant to any order, rule, ruling, discovery request, subpoena, civil investigation or similar process to disclose any of SCPPA’s or Participating Members’ Confidential Information, Consultant shall provide prompt written notice to each of SCPPA and the affected Participating Members of such request or requirement so that SCPPA and the affected Participating Members may, at their own expense, seek a protective order or other appropriate remedy concerning such disclosure.

Confidential Information must be kept in a secure location. Confidential Information received from customers of a Member shall only be provided by Consultant to SCPPA and the interested Participating Member, 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 shall 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 shall be returned to SCPPA or at SCPPA’s written request, destroyed, and Consultant shall 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 shall collect Customer Responses comply with the provisions of this Section 13.

Notwithstanding these restrictions, (a) Consultant 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 Members, 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.

14. Dispute Resolution:

In the event of a dispute between the Parties either Party may deliver to the other Party a notice of dispute with a detailed description of the underlying circumstances for the dispute. The dispute notice shall include a schedule of availability of the notifying Party's officers having a title of senior vice president or higher duly authorized to settle the dispute during the thirty (30) day period following delivery of the dispute notice. The recipient Party shall, within five (5) business days of receipt of the dispute notice, provide to the notifying Party a parallel schedule of availability of its officers having a title of senior vice president or higher duly authorized to settle the dispute. The senior officers of the Parties shall meet and confer as often as reasonably necessary during the thirty (30) day period in good faith negotiations to resolve the dispute. In the event the dispute is not resolved within the thirty (30) day period then either Party may pursue any legal remedy available to it.

15. Representatives:

SCPPA's representative for administration of this Agreement:

[fill in], (626) 793-9364, fax number (626) 793-9461 and e-mail address is [fill in]. All questions to SCPPA pertaining to this Agreement shall be referred to the person named above.

Consultant's representative for this Agreement:

[fill in], [telephone number], and [e-mail address is].

All questions to Consultant pertaining to this Agreement shall be referred to the person named above.

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

16. Notices:

Notices, requests, demands and other communications made pursuant to this Agreement shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by first class mail, electronic mail, or by a courier or service guaranteeing overnight delivery to the receiving party, addressed as follows:

To SCPPA:

Michael S. Webster
Executive Director
1160 Nicole Court
Glendora, CA 91740
mwebster@scppa.org

To Consultant:

[fill in name]
Street Address
City, State Zip
XXX@YYY.com-net-org-gov

Either party may change its contact information 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 or upon transmission by electronic mail accompanied by a telephone call to the intended recipient; 2) one (1) calendar day after transmission by electronic mail not accompanied by a telephone call; 3) five (5) calendar days after deposit in first class mail, if mailed within the United States; and 4) ten (10) calendar days after deposit in the mail, if mailed from outside the United States.

17. Miscellaneous:

- (a) Assignment – This Agreement is binding upon and shall inure to the benefit of 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) Integration; Conflicts – This Agreement, including Exhibits hereto, contains the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, whether written or oral. Any conflict between the terms of this Agreement and the Exhibits hereto, or any Task Order, the terms of this Agreement shall control. Any conflicts between the Exhibits and any Task Order, the Exhibits shall control.
- (c) Waiver – The failure to enforce any terms of this Agreement or the waiver of any breach of this Agreement shall not constitute a waiver of any other breach or a relinquishment of right to enforce the same or any other provision of this Agreement.
- (d) Severability – If any provision of this Agreement is rendered invalid or unenforceable

under any circumstance, the remainder of this Agreement shall continue to be in full force and effect and the provision declared invalid or unenforceable shall continue to be in full force and effect as to other circumstances in accordance with the laws of the State of California.

(e) Governing Law – 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.

(f) Venue – All litigation arising out of, or relating to this Agreement, shall be brought in a state or federal court in the County of Los Angeles in the State of California, both Parties waive any defense of forum non conveniens.

18. Execution in Counterparts, Electronic Signatures and Document Transmission:

This Agreement may be executed in counterparts, and, upon execution by each signatory, each executed counterpart shall have the same force and effect as an original instrument and as if all signatories had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Agreement identical in form hereto by having attached to it one or more signature pages.

The Parties may execute this Agreement by manual signature or by electronic signature, each of which shall have the same force and effect. 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 provided under applicable law, including 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:

MARY BETH MARTIN
General Counsel

[... LEGAL ENTITY NAME ...]

By: _____
[... PRINTED NAME IN CAPS ...]
[... Printed Title ...]

EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED UNDER THIS AGREEMENT

Services not expressly set forth in this Exhibit A are excluded.

[To Be Completed]

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

In no event shall SCPPA's payment obligations to Consultant for all Services performed or for any other reason exceed [INSERT DOLLAR AMOUNT].

All travel must be preapproved in writing by SCPPA or the applicable Participating Member. As a public agency, SCPPA shall not reimburse Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C
TASK ORDER FORM

TASK ORDER No.: [...input number, sequential to prior Task Orders, if applicable...]

Date: []

Project Description: []

Participating Member (if applicable): []

Consultant: []

Consultant, SCPPA and the Participating Member identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement (“Agreement”) between SCPPA and Consultant dated [...input Master Professional Services Agreement date...].

Scope of Services

[Add Introduction or General Description of Services, if desired]

Task 1: []

Task 2: []

Task 3: []

[Add tasks as needed]

Compensation and Schedule

[Specify fees and schedule]

Representative(s) of Participating Member(s)

[Identify Names and appropriate Contact information for all Member staff who are authorized representatives for the administration of the Agreement and who should be sent invoices from Consultant]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____

MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

[NAME]
[Title]

[... LEGAL ENTITY NAME ...]

By: _____

[... PRINTED NAME IN CAPS ...]
[... Printed Title ...]

Participating Member’s Acknowledgement and Agreement

The undersigned hereby attests that [...he or she...] has the requisite authority to bind the Participant to the obligations set forth in this Task Order. Participant agrees to be responsible for any and all fees, costs and expenses invoiced to SCPPA by Consultant for work performed on behalf of, or for the benefit of, Participant pursuant to the Agreement.

Participating Member agrees to indemnify, defend and hold harmless SCPPA, all other Members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney’s fees incurred by SCPPA in connection with the Services performed for the benefit of, or on behalf of, Participating Member pursuant to this Task Order, except for the gross negligence or willful misconduct of SCPPA or such other SCPPA members, and their officers, agents, representatives or employees.

NAME OF PARTICIPATING MEMBER (required)

By: _____

[... PRINTED NAME IN CAPS ...]
[General Manager / Utility Director]

Check here if Participating Member has indicated acknowledgement and agreement to pay for Services procured under this Task Order by letter from Participating Member's General Manager addressed to SCPPA.