



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Request for Proposals for Procurement and Contract Review

Issuance Date: March 15, 2022

Response Deadline: ~~April 15, 2022~~ April 22, 2022

I. INTRODUCTION

The Southern California Public Power Authority (SCPPA) is hereby soliciting competitive proposals for **the review of SCPPA's policies, procedures, and practices for procurement and contracts**, as described below in Section III.

SCPPA is interested in discovering all Respondent's capabilities related to the specified Scope of Work and associated pricing to enable informed decisions and potentially proceed to more specific negotiations on contract development with one qualified Respondents to this Request for Proposals (RFP).

Responses to this RFP are due on or before ~~April 15, 2022~~ April 22, 2022, as described below in Sections III and V.

II. BACKGROUND

SCPPA is a joint powers authority and a public entity organized under the California Joint Exercise of Power Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, and through the SCPPA Joint Powers Agreement (JPA), for the purposes of planning, financing, developing, acquiring, constructing, operating and maintaining projects for the generation or transmission of electric energy. SCPPA also facilitates joint service contracts, at the request of its members, to aggregate like project efforts among its Members for the purposes of developing energy efficiency, demand response and resource procurement Programs or Projects to improve operating efficiencies and reduce costs.

Membership of SCPPA consists of eleven cities and one irrigation district, which supply electric energy within Southern California, including the municipal utilities of the cities of Anaheim, Azusa, Banning, Burbank, Cerritos, Colton, Glendale, Los Angeles, Pasadena, Riverside, and Vernon, and the Imperial Irrigation District. SCPPA is governed by its Board of Directors (Board), which consists of representatives from each of its Members. The management of SCPPA is under the direction of an Executive Director who is appointed by the Board.

III.SCOPE OF WORK

SCPPA is soliciting proposals from qualified firms to provide the following Scope of Work:

1. Procurement Code
 - Review of SCPPA Procurement Code (Code)
 - Determine if the Code complies with all state, federal and local laws and regulations applicable to procurements by local public agencies and reflects the purchasing rules and regulations of SCPPA Members.
2. Procurement Process
 - Review of SCPPA's Process for Request for Proposals (RFP) / Request for Qualifications (RFQ) and Request of Information (RFI).
 - Conduct interviews of SCPPA staff on procurement practices, including unwritten practices.
 - Evaluate recordkeeping / documentation in relation to RFP / RFQ / RFI process and for the awarding of a contract.
3. Contracts
 - Review of standard contract language in SCPPA's Master Professional Services Agreement (MPSA) and Master Goods and Services Agreement (MGSA) and evaluate the following:
 - Contract terms
 - Insurance types and amounts
 - Indemnity language
 - Cyber requirements
 - Standards of Care
 - Review of SCPPA's Task Order and Participation Letter language to assist with risk management and litigation avoidance.
4. Project Agency Agreements
 - Review of SCPPA's Project Agency Agreements to determine whether procurement provisions stated in the agreements conform to applicable state, federal and local laws and regulations, including Members' rules and regulations for purchasing, as well as best practices.
5. Provide the best practices for procurement and contracts for SCPPA type agency taking into consideration:
 - A joint powers authority versus a customer-serving utility
 - The types of transaction and procurement that SCPPA engages in
6. Identify any deficiencies in SCPPA's procurement process and contracts as compared to best practices.
7. Provide recommendations for addressing identified deficiencies.

SCPPA Procurement and Contract Review RFP – March 15, 2022

8. Provide preliminary and final presentations to the SCPPA Board and staff on the progress of the review and the results of the review completed.

Within the proposal, please provide an estimated timeline for completing the Scope of Work.

To assist with the assessment of the above Scope of Work, the following documents are attached to this RFP:

Attachment A – Joint Powers Agreement and Amendments thereto

Attachment B – SCPPA Procurement Code

Attachment C – SCPPA Procurement Process

Attachment D – SCPPA Solicitation Procedure

Attachment E – Master Professional Services Agreement Template

Attachment F – Master Goods and Services Agreement Template

Attachment G – Task Order Form Template

Attachment H – Participation Letter Template

SCPPA is interested in consultants and firms possessing experience representing governmental entities in addressing public procurement matters. Consultants and firms should have experience in drafting government contracts and advising public agencies on best practices for public procurement. Experience with representing Joint Powers Agencies in their management of contractual obligations and risk allocation among members is preferred.

Potential Respondents should be familiar with all state and federal laws, statutes, regulations and local ordinances governing public contracts in California.

Timeline / Schedule*

SCPPA RFP FOR PROCUREMENT AND CONTRACT REVIEW SELECTION PROCESS	
SCHEDULE OF REQUIREMENTS	TARGET DATE(S)
Issue RFP	March 15, 2022
Inquiries from Potential Respondents	April 1, 2022
<u>Pre-Proposal Conference</u>	<u>April 13, 2022</u>
Responses Due	<u>April 15, 2022</u> <u>April 22, 2022</u>
Review of Responses	<u>April 2022</u> <u>April – May 2022</u>
Interviews (If Necessary)	<u>April 2022</u> <u>May – June 2022</u>
Selection of Respondent(s)	<u>May 2022</u> <u>June - July 2022</u>

*Timeline/Schedule is subject to change.

IV. PROPOSAL SUBMISSION REQUIRED ELEMENTS

1. TRANSMITTAL LETTER CONTENT:

- A.** A brief statement of the Respondent's understanding of the work to be done and commitment to perform the work as scheduled, including:
 - I.** statement of work specifications; and
 - II.** reference to any proposed contractual terms and conditions required by the Respondent; and
 - III.** a summary of exceptions taken to the RFP requirements; and
 - IV.** any and all expectations from SCPPA including, but not limited to: requirements definitions, strategy refinement, and staffing requirements to support the proposed Scope of Work.

- B.** An officer authorized to bind must sign the proposal on behalf of the Respondent and must include the following declarations on the transmittal letter:

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

2. RESPONDENT INFORMATION:

Provide legal name of Company or Individual, physical street address, the name(s) and title(s) of the individual(s) authorized to represent the Respondent, including telephone number(s) and email address(es).

3. PROPOSAL:

Proposals must include a description of the proposed project, how it meets (or does not meet) each of the objectives of this RFP, and a detailed description addressing all of the Scope of Work. Respondents may also include additional services, products, tasks, task elements and/or functions that may not be part of or included in the RFP, but are deemed by the Respondent to be pertinent and potentially valuable to SCPPA or its Members. SCPPA will have full discretionary authority to consider, accept and/or reject without cause such supplemental information that is not directly requested, included in or made part of the RFP.

4. FEES:

Pricing in all Proposals should be made based on good faith estimates of the requirements defined in this RFP. Please include all necessary details of specific examples or estimates of the fees, labor

SCPPA Procurement and Contract Review RFP – March 15, 2022

rates and service charges. Describe how the fees, rates or charges will be determined. Respondents shall also be prepared to provide a breakdown of the applicable overheads and fringe benefit costs that are part of any labor rates and other direct costs associated with the services to be performed.

5. EXPERIENCE:

Respondent shall clearly identify project participants and management team, including:

- A. Describe your firm's experience as may be applicable to this RFP, your organizational structure, management qualifications, and other contract related qualifications, including number of years firm has been in business.
- B. Specify key employees and describe their qualifications, experience and duties related to this RFP, including the office location(s) where work will be performed, in addition to the physical street address referenced above.
- C. Provide a commitment statement for the retention and use of key employees as proposed, their availability to initiate and sustain the proposal, as well as planned supplemental employees if key personnel are not available to assure project delivery.
- D. Respondent shall indicate any and all pending litigation that could affect the viability of Respondent's proposal, continuance of existing contracts, operation or financial stability.

6. REFERENCES:

- A. Describe whether the Respondent has, within the last five (5) years, rendered any service to SCPPA or to any of SCPPA's Members either under the current Respondent's name or any other firm name. If so, please provide brief description of services performed including approximate dates of such services.
- B. If the Respondent has not rendered any service within the last five (5) years to SCPPA or to any of SCPPA's Members, then please provide references over that period with the details described above including the counterparty for which services were provided.
- C. Identify existing related or relevant projects which Respondent developed and/or operates that would demonstrate Respondent's capabilities in this area.
- D. Describe relevant project experience, approach, and provide a list of references for similar projects completed.

V. PROPOSAL SUBMISSION DELIVERY REQUIREMENTS

~~There will not be an initial Respondent's conference associated with this RFP.~~ The deadline to submit Clarification questions on this RFP will be **4:00PM (PDT) – April 1, 2022**. All questions should be submitted

SCPPA Procurement and Contract Review RFP – March 15, 2022

electronically via email to ProcurementContractReviewRFP@scppa.org referencing **Procurement and Contract Review RFP** in the subject line. Answers to questions that SCPPA, at its sole determination and discretion, deems to be substantive or that would place the inquisitor at a distinct and unfair advantage to other potential Respondents will be posted on SCPPA's website alongside the solicitation at <http://scppa.org/page/RFPs-Other> as soon as a practicable after the date received, but no later than **April 7, 2022**. It is the responsibility of potential Respondents to review this website for any and all postings.

A pre-proposal conference for interested parties and potential Respondents to ask additional questions related to this RFP will be held virtually at 10:00 AM (PDT) on April 13, 2022. Interested parties should send an email to ProcurementContractReviewRFP@scppa.org requesting an invitation.

One (1) electronic copy of your proposal and any supporting documentation must be delivered to ProcurementContractReviewRFP@scppa.org by no later than **4:00PM (PDT) – ~~April 15, 2022~~ April 22, 2022**.

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

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

VI. TERMS AND CONDITIONS

1. SCPPA reserves the right to cancel this RFP at any time, reject any and all proposals and to waive irregularities.
2. SCPPA shall determine at its sole discretion the value of any and/or all proposals including price and non-price attributes.
3. Proposals may be sub-divided or combined with other proposals, at SCPPA's sole discretion.
4. SCPPA shall perform an initial screening evaluation to identify and eliminate any proposals that are, for example, not responsive to the RFP, do not meet the minimum requirements set forth in the RFP, are not economically competitive with other proposals, or are submitted by Respondents that lack appropriate creditworthiness, sufficient financial resources, or qualifications to provide dependable and reliable services for this RFP.
5. SCPPA reserves the right to submit follow up questions or inquiries to request clarification of information submitted and to request additional information from any one or more of the Respondents.

SCPPA Procurement and Contract Review RFP – March 15, 2022

6. SCPPA reserves the right, without qualification and in its sole discretion, to accept or reject any or all proposals for any reason without explanation to the Respondent, or to make any award to that Respondent, who, in the opinion of SCPPA, will provide the most value to SCPPA and its Members.
7. SCPPA may decline to enter into any potential engagement agreement or contract with any Respondent, terminate negotiations with any Respondent, or to abandon the request for proposal process in its entirety.
8. SCPPA reserves the right to make an award, at its sole discretion, irrespective of price or technical ability, if SCPPA determines that to do so would result in the greatest value to SCPPA and its Members.
9. SCPPA shall not be liable to any Respondent or party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFP.
10. SCPPA shall not be liable for any costs incurred by any Respondents in preparing any information for submission in connection with this RFP process or any and all costs resulting from responding to this RFP. Any and all such costs whatsoever shall remain the sole responsibility of the Respondent.
11. Submission of a Proposal constitutes acknowledgement that the Respondent has read and agrees to be bound by the terms and specifications of this RFP and any addenda subsequently issued by SCPPA.
12. Information in this RFP is accurate to the best of SCPPA's and its Members' knowledge but is not guaranteed to be correct. Respondents are expected to complete all of their due diligence activities prior to entering into any final contract negotiations with SCPPA.
13. SCPPA reserves the right to reject any Proposal for any reason without cause. SCPPA reserves the right to enter into relationships with more than one Respondent, can choose not to proceed with any Respondent with respect to one or more categories of services, and can choose to suspend this RFP or to issue a new RFP that would supersede and replace this RFP.
14. Respondents understand and acknowledge that proposals submitted in response to this RFP will be valid for a period of twelve (12) months from the "Responses Due" date indicated in the RFP Schedule. Respondents must clearly identify in their proposals if the proposal will be valid for a term lesser than the twelve (12) month term.

VII.ADDITIONAL REQUIREMENTS FOR PROPOSAL

1. INSURANCE, LICENSING, OR OTHER CERTIFICATION:

If selected, the Respondent will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. SCPPA or its Members may require specific insurance

coverage to be established and maintained during the course of work and as a condition of award or continuation of contract.

2. SCPPA-FURNISHED PROPERTY:

SCPPA or a Member's utility drawings, specifications, and other media furnished for the Respondent's use shall not be furnished to others without written authorization from SCPPA or the applicable Member(s).

3. CONTRACTOR-FURNISHED PROPERTY:

Upon completion of all work under any agreement developed as a result of this RFP, ownership and title to reports, documents, drawings, specifications, estimates, and any other document produced as a result of the agreement shall automatically be vested to SCPPA and no further agreement will be necessary for the transfer of ownership to SCPPA. SCPPA has the sole right to distribute, reproduce, publish, license, or grant permission to use all or a portion of the deliverable documentation, work product or presentations as it determines in its sole discretion.

ORIGINAL

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

JOINT POWERS AGREEMENT

Dated as of November 1, 1980

TABLE OF CONTENTS

	<u>Page</u>
Section 1. PURPOSE.	2
Section 2. DEFINITIONS.	2
Section 3. CREATION OF AUTHORITY.	5
Section 4. TERM.	5
Section 5. POWERS.	6
Section 6. BONDS AND NOTES.	9
Section 7. LIMITATIONS.	9
Section 8. TERMINATION OF POWERS; LIQUIDATION; DISTRIBUTION. . . . .	.10
Section 9. BOARD OF DIRECTORS. . . . .	.11
Section 10. MEETINGS OF BOARD OF DIRECTORS. . . . .	.11
Section 11. OFFICERS. . . . .	.13
Section 12. CONTRIBUTIONS; PAYMENTS; ADVANCES; ETC. . . . .	.15
Section 13. ADDITIONAL MEMBERS. . . . .	.16
Section 14. WITHDRAWAL OR EXCLUSION OF MEMBER. . . . .	.17
Section 15. ACCOUNTS AND REPORTS. . . . .	.18
Section 16. BREACH. . . . .	.19
Section 17. SEVERABILITY. . . . .	.19
Section 18. SUCCESSORS AND ASSIGNS; AMENDMENTS. . . . .	.20
Section 19. NOTICES. . . . .	.20
Section 20. EXECUTION OF COUNTERPARTS. . . . .	.23

JOINT POWERS AGREEMENT

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

THIS AGREEMENT, dated as of November 1, 1980, by and among City of Anaheim, City of Azusa, City of Banning, City of Burbank, City of Colton, City of Glendale, City of Los Angeles, City of Pasadena, City of Riverside and Imperial Irrigation District;

W I T N E S S E T H :

WHEREAS, each Member is a city, public corporation or public district of the State of California and is empowered by law to acquire, construct, maintain and operate facilities for the generation or transmission of electrical energy for public or private use and all rights, properties and improvements necessary therefor, including fuel and water facilities and resources; and

WHEREAS, each Member desires to enter into an agreement to create a separate public entity pursuant to the provisions of the Joint Powers Act for the purpose set forth herein and desires that such separate public entity have the powers provided herein in connection with such purpose;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do hereby agree as follows:

SECTION 1. PURPOSE. This Agreement is made pursuant to the provisions of Chapter 5, Division 7, Title 1, of the Government Code of the State of California, as amended (the "Joint Powers Act"), to create a separate public entity for the purpose of undertaking the planning, financing, development, acquisition, construction, reconstruction, improvement, enlargement, betterment, operation or maintenance of one or more Projects.

SECTION 2. DEFINITIONS. In addition to the other terms defined herein, the following terms, whether in the singular or in the plural, when used herein and initially capitalized, shall have the meanings specified.

(a) **Authority.** The term "Authority" shall mean the separate public entity created by this Agreement.

(b) **Fiscal Year.** The term "Fiscal Year" shall mean the Fiscal Year of the Authority as established from time to time by the Board of Directors, being at the date of this Agreement the period from July 1 to and including the following June 30.

(c) **Member.** The term "Member" shall mean (i) the parties first listed above, each of which is a city, public corporation or public district of the State of California and each of which executed this Agreement on or before the date first above written; (ii) a city, public corporation or public district which shall have met the requirements of Section 13 hereof; and (iii) a successor of a city, public corporation or public district referred to in clause (i) or clause (ii) of this subsection (c). The term "Member" shall,

however, exclude any city, public corporation or public district which shall have withdrawn or been excluded from the Authority pursuant to Section 14 hereof.

(d) **Project.** The term "Project" shall mean (i) facilities for the generation or transmission of electrical energy for public or private uses and all rights, properties and improvements necessary therefor, including fuel and water facilities and resources, and buildings, structures, improvements and facilities appurtenant thereto or provided therefor together with land necessary therefor and (ii) an ownership interest or a capacity right in any facility for the generation or transmission of electric energy. Any such facility for the generation or transmission of electric energy may be situated in whole or in part within or without the State of California. As used in the first sentence of this subsection (d), "transmission of electrical energy" shall not include the final distribution of electric energy to the consumer. Except where the context shall indicate otherwise, the meaning of the term "Project" shall include a Study Project.

(e) **Project Contract.** The term "Project Contract" shall mean a contract between the Authority and a Member providing to such Member an entitlement or a right to participate in the capacity, output or service of a Project or a Study Project of the Authority and obligating such Member to make payments with respect to the costs thereof, all in accordance with the terms and conditions of such Contract.

(f) **Project Matter.** The term "Project Matter" shall mean a matter for decision by the Board of Directors involving a question pertinent to the studying, planning, financing, developing, acquiring, constructing, reconstructing, improving, enlarging, bettering, operating or maintaining of a Project as to which there shall be one or more Project Contracts.

(g) **Project Votes.** The term "Project Votes" shall mean the number of votes a Director shall be entitled to cast with respect to a Project Matter. Each Director shall be entitled to cast that number of votes with respect to a Project Matter computed, with respect to the Member such Director represents, as follows:

(i) 1 vote, plus

(ii) that number of votes (rounded to the next higher whole number) equal to 1000 multiplied by the result of dividing (aa) the amount of the Member's then existing entitlement or right to participate in the Project or Study Project to which the Project Matter relates, by (bb) the aggregate amount of all Members' then existing entitlements or rights to participate in such Project or Study Project.

In the event a Project involves both generation and transmission facilities and any Member's entitlement or right to participate in such Project's generation differs from that with respect to such Project's transmission, the calculation pursuant to clause (ii) of this subsection (g) shall be made on the basis of Project generation.

In the event that a calculation under clause (ii) of this subsection (g) is being made with respect to a Project (other than a Study Project) prior to the date of commercial operation of the Project, such calculation shall be made as of the anticipated date of commercial operation of such Project.

Each computation of Project Votes shall be prepared by the Secretary of the Authority and submitted to and verified by the Board of Directors.

(h) **Study Project.** The term "Study Project" shall mean one or more proposed Projects as to which the Authority undertakes to make studies or to acquire options or permits and to incur other preliminary costs prior to the undertaking of the construction or acquisition of such proposed Project or Projects.

SECTION 3. CREATION OF AUTHORITY. Pursuant to the Joint Powers Act, there is hereby created a public entity, to be known as the "Southern California Public Power Authority", and said Authority shall be a public entity separate and apart from the Members.

SECTION 4. TERM. This Agreement shall become effective as of the date hereof and, subject to the right to rescind provided by Section 8 hereof, shall continue in full force and effect for a period of fifty (50) years from the date hereof or until such later date as all bonds and notes of the Authority and the interest thereon shall have been paid in full or adequate provision for such payment

shall have been made in accordance with the instruments governing such bonds and notes.

SECTION 5. POWERS. The Authority shall have power to finance, acquire, construct, maintain and operate one or more Projects. The Authority is hereby authorized and empowered, in its own name, to do or cause to be done all acts necessary for the exercise of said power, including but not limited to any or all of the following:

(a) To plan, develop, acquire, construct, manage, maintain or operate any buildings, facilities, works, roads or improvements or any interest therein, including, without limitation, to acquire, construct, reconstruct, improve, and rehabilitate, repair, operate and maintain (separately or jointly) generating plants or transmission systems for the purpose of delivering electrical power and energy generated thereby and any mine, well, pipeline, plant, reservoir, structure or other facility for the development, production, manufacture, management, storage, fabrication or processing of fuel of any kind or water for use in any of such generating plants, and any railroad cars, trackage, pipes, slurry lines, equipment and any structures or facilities of any kind used or useful in the transporting of fuel of any kind or water to any of such generating plants, to act as agent or to designate one or more other utilities participating in a joint undertaking to act as agent in

connection with any of the foregoing, and to sell, deliver, exchange, and otherwise dispose of the power and energy generated by said plants, and any of the waste or by-products therefrom, and to purchase, lease or otherwise acquire and equip, maintain, operate, sell, assign, convey, lease and otherwise dispose of electrical generating plants or transmission systems or both, together with all lands, buildings, equipment, and all other real or personal property, tangible or intangible, necessary or incidental thereto.

(b) To acquire (by exercise of the power of eminent domain or otherwise), hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service including, without limitation, to buy, lease, construct, appropriate, contract for, invest in, and otherwise acquire, and to own, hold, maintain, equip, operate, manage, improve, develop, and deal in and with, and to sell, lease, exchange, transfer, convey and otherwise dispose of, real and personal property of every kind, tangible and intangible, commodities (including fuel and water) and services; provided that the power to acquire property for the purposes of a project for the generation or transmission of electrical energy shall not include the power of condemnation of property owned or otherwise subject to use or control by any public utility within the State of California.

(c) To make and enter into contracts with any Member or any other entity, public or private, with respect to the purchase, sale or transmission of electric power or energy or both, or with respect to the ownership, location, acquisition, construction, operation or disposal of any Project, or with respect to any other matters relating to any Project, on such terms and conditions as shall be determined by the Board of Directors.

(d) To establish or agree to establish, pursuant to any contract with respect to a Project, management or other committees composed of representatives of participating entities and to agree to the powers, duties, procedures and responsibilities of any such committee.

(e) To make and enter into other contracts of every kind with the Members, the United States, any state or political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind.

(f) To employ agents and employees.

(g) To incur debts, liabilities or obligations which do not constitute a debt, liability or obligation of any Member.

(h) To sue and be sued in its own name.

(i) To exercise any other power permitted by the Joint Powers Act.

Such powers shall be exercised in the manner provided in Section 6509 of the Government Code of the State of California, as amended, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the City of Riverside, California, in the exercise of similar powers.

SECTION 6. BONDS AND NOTES. The Authority shall also have the power to issue, sell and deliver bonds in accordance with the provisions of the Joint Powers Act for the purpose of acquiring or constructing one or more Projects and to issue notes for the purpose of financing one or more Study Projects and for the purpose of providing temporary financing of costs of construction or acquisition of one or more Projects. The terms and conditions of the issuance of any such bonds or notes shall be set forth in such resolution, indenture or other instrument, shall include such security provisions and shall specify such source or sources of payment, as in accordance with law shall be determined by the Board of Directors.

SECTION 7. LIMITATIONS. Bonds or notes issued by the Authority under Section 6, and contracts or obligations which are entered into by the Authority to carry out the purposes for which such bonds or notes are issued and which are payable in whole or in part from the proceeds of said bonds or notes, shall not constitute a debt, liability or obligation of any Member. Pursuant to Section 6508.1 of the Government Code of the State of California, as amended,

no debt, liability or obligation of the Authority shall be a debt, liability or obligation of any Member.

Nothing in this Section contained shall in any way diminish the liability of any Member with respect to any contract between such Member and the Authority.

SECTION 8. TERMINATION OF POWERS; LIQUIDATION; DISTRIBUTION. This Agreement shall continue in full force and effect, and the Authority shall continue to possess the powers herein conferred upon it, until the expiration (pursuant to Section 4 of this Agreement) of the term of this Agreement or until the Members shall have rescinded this Agreement (pursuant to this Section 8). Rescission of this Agreement may only be accomplished by a writing or writings executed by each Member and approved by resolution of each Member's governing body. In no event shall this Agreement or the powers herein granted to the Authority be rescinded until (a) all bonds and notes of the Authority and the interest thereon shall have been paid or adequate provision for such payment shall have been made in accordance with the instruments governing such bonds and notes and (b) all other obligations and liabilities of the Authority shall have been met or adequately provided for.

Upon any such expiration or rescission, the Board of Directors shall liquidate the business and assets and property of the Authority as expeditiously as possible, and distribute any net proceeds to any Members in such manner in accordance with law as shall be determined by the Board of Directors.

SECTION 9. BOARD OF DIRECTORS. The Authority shall be administered by a governing board (the "Board of Directors") which shall consist of one Director representing each Member. The Director representing each Member shall be the chief executive officer of the electric utility of such Member or the designee of such chief executive officer. Each Director will serve in his individual capacity as a member of the Board of Directors. The Board of Directors shall have the general management of the affairs, property and business of the Authority and may adopt and modify from time to time such by-laws and other rules and regulations for that purpose and for the conduct of its meetings as it may deem proper. The Board of Directors may exercise and shall be vested with all powers of the Authority insofar as not inconsistent with law or this Agreement.

SECTION 10. MEETINGS OF BOARD OF DIRECTORS.

(a) **Regular Meetings.** The Board of Directors shall hold a regular meeting not less than once each calendar year. The date upon which, and the hour and place at which, each regular meeting shall be held shall be fixed by resolution of the Board of Directors.

(b) **Special Meetings.** Special meetings of the Board of Directors may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California, as amended.

(c) **Legal Notice.** All meetings of the Board of Directors shall be held subject to the provisions of the laws of the State of California requiring notice of meetings of public bodies to be given in the manner in such laws provided.

(d) **Minutes.** The Secretary of the Authority shall cause to be kept minutes of the meetings of the Board of Directors, both regular and special, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(e) **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business, except that, if less than a majority is present at a meeting, a majority of those Directors present may adjourn the meeting from time to time.

(f) **Voting.** When a quorum is present at a meeting of the Board of Directors, the vote of the Directors present at such meeting shall decide any question brought before such meeting and such decision shall be deemed to be the action of the Board. Except as provided in subsection (g) of this Section 10 and in Section 13(b)(i) of this Agreement, each Director shall have one vote and the vote of the majority shall decide any question.

(g) **Voting on Project Matters.** All questions regarding Project Matters shall be decided by 80% of the Project Votes cast thereon; provided, that, upon the unanimous vote of the Board of Directors and the inclusion of a provision to such effect in each Project Contract for a Project, all questions or specified questions regarding Project Matters with respect to such Project will be decided by a majority of the Project Votes cast thereon. Each Director shall be entitled to cast all or any portion of the number of such Director's Project Votes. No vote shall be taken on any Project Matter unless there shall be present at the meeting Directors

entitled to cast more than 50% of the Project Votes relative to such Project Matter.

(h) **Other Voting Arrangements.** No provision of this Agreement shall in any way restrict the ability of the Authority to make and enter into from time to time contracts providing for representation on management or other committees with respect to a Project and/or voting by the parties to such contracts on matters related thereto, on the terms provided therein.

SECTION 11. OFFICERS.

(a) At its first meeting in each calendar year, the Board of Directors shall elect or re-elect a President and a Vice President each of whom shall be selected from among the Directors and shall also appoint or re-appoint a Secretary and a Treasurer/Auditor each of whom may, but need not, be selected from among the Directors. In the event that the President, Vice President, Secretary or Treasurer/Auditor so elected or appointed ceases (in the case of the President or the Vice President) to be a Director, resigns from such office or is otherwise unable to perform the duties of such office, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his absence the Vice President, shall preside at and conduct all meetings of the Board of Directors.

(b) The Treasurer/Auditor is designated as the treasurer and the auditor of the Authority and as such (i) shall be the depository of the Authority to have custody of all the money of the Authority, from whatever source, (ii) shall draw warrants to pay demands against the Authority when the demands have been approved by the President or the Vice President of the Authority, and (iii) shall have the other powers, duties and responsibilities of such officers as specified in Section 6505.5 of the Government Code of the State of California, as amended, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed, as is provided for and authorized by Section 6558 of the Government Code of the State of California, as amended, pursuant to any resolution, indenture or other instrument providing for the issuance of bonds or notes of the Authority pursuant to Section 6 of this Agreement.

(c) The President, the Vice President and (to the extent such officer's duties and responsibilities pursuant to the Joint Powers Act require) the Treasurer/Auditor are designated as the public officers or persons who have charge of, handle, or have access to any property of the Authority, and each such officer shall file an official bond with the Secretary of the Authority in the amount of \$100,000.

(d) In addition to the powers, duties and responsibilities provided herein or by law, the President, the Vice President and the Secretary shall have such powers, duties and responsibilities as are provided in the by-laws of the Authority. The Treasurer/Auditor

shall have such powers, duties and responsibilities as are provided herein or by law.

(e) The Board of Directors shall have the power to appoint an Executive Director, who may be an employee of a Member and who shall have such powers, duties and responsibilities as are provided in the by-laws of the Authority.

(f) The Board of Directors shall have the power to appoint such other officers and employees as it may deem necessary, any of whom may be employees of a Member, and who shall have such powers, duties and responsibilities as are determined by the Board of Directors.

SECTION 12. CONTRIBUTIONS; PAYMENTS; ADVANCES; ETC. In accordance with Section 6504 of the Government Code of the State of California, as amended, the Members shall make such contributions, payments and advances to the Authority as are approved from time to time by the Board of Directors. The Authority may make such arrangements relative to the repayment or return to the Members of such contributions, payments and advances as are approved from time to time by the Board of Directors.

Any Member which fails to make or pay when due any required contribution, payment or advance to the Authority, may have its rights under this Agreement terminated and may be excluded from participation in the Authority as provided in Section 14(c) of this Agreement.

SECTION 13. ADDITIONAL MEMBERS. Any city, public corporation or public district organized and existing under the laws of the State of California or under a city charter adopted pursuant thereto, authorized by or pursuant to such laws or charter to engage in the activities described in the first recital of this Agreement, and located in either Imperial County, Los Angeles County, Orange County, Riverside County, San Bernardino County, San Diego County or Ventura County, may become a Member upon meeting the following conditions:

(a) The city, public corporation or public district shall file with the Board of Directors a certified copy of a resolution of its governing body whereby the city, public corporation or public district (i) agrees to the provisions of this Agreement and (ii) requests to become a Member.

(b) No such city, public corporation or public district shall become a Member until (i) its admission is approved at a regular or special meeting of the Board of Directors by unanimous vote and (ii) such city, public corporation or public district deposits or agrees to deposit with the Authority an amount equal to such share of the costs and expenses incurred by the Authority prior to the date of admission of such city, public corporation or public district as a Member as shall be determined by the Board of Directors.

Upon completion of the foregoing, the city, public corporation or public district shall become a Member for all purposes of this Agreement.

SECTION 14. WITHDRAWAL OR EXCLUSION OF MEMBER. (a) Any Member may withdraw from the Authority upon the following conditions: (i) the Member shall have filed with the Board of Directors a certified copy of a resolution of its governing body expressing its desire to so withdraw and (ii) if the Authority, prior to the filing of such resolution, shall have incurred any obligation payable from contributions, payments or advances in accordance with Section 12 hereof which obligation matures after the date of such filing, the withdrawing Member shall have paid, or made arrangements satisfactory to the Board of Directors to pay, to the Authority its pro rata portion of such obligation.

(b) Upon compliance with the conditions specified in subsection (a) of this Section 14, the withdrawing Member shall no longer be considered a Member for any reason or purpose under this Agreement and its rights and obligations under this Agreement shall terminate. The withdrawal of a Member shall not affect any obligations of such Member under any contract between the withdrawing Member and the Authority.

(c) Any Member which has (i) defaulted under a contract with the Authority, or (ii) failed to pay any required contributions, payments or advances in accordance with Section 12 hereof, may have its rights under this Agreement terminated and may be excluded from participation in the Authority by the vote (taken at a regular or special meeting of the Board of Directors) of a majority of the Board of Directors (including the Director representing the defaulting Member), each casting one vote. Any excluded Member shall continue

to be liable for its obligations under any contract with the Authority and for any unpaid contribution, payment or advance approved by the Board of Directors prior to such Member's exclusion and not objected to by such Member by written notice to the Authority within thirty days after such approval.

SECTION 15. ACCOUNTS AND REPORTS. There shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution, indenture or other instrument of the Authority securing its bonds or notes, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed pursuant to such resolution, indenture or other instrument. The books and records of the Authority shall be open to inspection at all reasonable times to each Member and its representatives. The Authority, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members.

The Treasurer/Auditor shall cause an annual independent audit of the accounts and records of the Authority to be made by a certified public accountant or public accountant, all in accordance with, and at the time or times required by, law.

All the books, records, accounts and files referred to in this Section 15 shall be open to the inspection of holders of bonds or notes of the Authority to the extent and in the manner provided in

the resolution, indenture or other instrument providing for the issuance of such bonds or notes.

SECTION 16. BREACH. If default shall be made by any Member in any undertaking contained in this Agreement, such default shall not excuse such Member or any other Member from fulfilling its obligations under this Agreement and each Member shall continue to be liable for the payment of contributions, payments and advances pursuant to Section 12 hereof and the performance of all conditions herein contained. Each Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby and each Member hereby grants to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the Members hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

SECTION 17. SEVERABILITY. In the event that any term, covenant or condition of this Agreement or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction in the premises, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the provisions are not separable from all other provisions of this Agreement.

SECTION 18. SUCCESSORS AND ASSIGNS; AMENDMENTS. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Members. No Member may assign any right or obligation hereunder without the consent of all other Members. The immediately preceding sentence shall not affect, in any respect, any right of assignment under any contract between any Member and the Authority. Subject to any requirements of law (including Section 6573 of the Government Code of the State of California, as amended), this Agreement may be amended at any time and from time to time by a writing or writings executed by each Member and approved by resolution of each Member's governing body.

SECTION 19. NOTICES. (a) Any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

if to the Authority:

Public Utilities Director
Riverside Public
Utilities Department
3900 Main Street
Riverside, California 92522

if to City of Anaheim:

City Clerk
200 South Anaheim Boulevard
Anaheim, California 92805

with a copy to:

General Manager
Public Utilities Department
200 South Anaheim Boulevard
Anaheim, California 92805

if to City of Azusa:

City Administrator
213 East Foothill Boulevard
Azusa, California 91702

if to City of Banning:

City Manager
161 West Ramsey Street
Banning, California 92220

if to City of Burbank:

General Manager
Public Service Department
164 West Magnolia
Burbank, California 91503

if to City of Colton:

Utilities Director
650 North La Cadena Drive
Colton, California 92324

if to City of Glendale:

General Manager and Chief Engineer
Public Service Department
111 North Glendale Avenue
Glendale, California 91206

if to City of Los Angeles:

Chief Engineer and Assistant Manager
Department of Water and Power
111 North Hope Street
Los Angeles, California 90012

if to City of Pasadena:

General Manager
Water and Power Department
100 North Garfield Avenue
Pasadena, California 91109

if to City of Riverside:

Public Utilities Director
3900 Main Street
Riverside, California 92522

if to Imperial Irrigation District:

General Manager
333 East Main Street
Imperial, California 92251

(b) A Member may, at any time, by written notice to each other Member and the Authority, designate different or additional persons or different addresses for giving of notices, demands or requests to it hereunder.

(c) The Authority may, at any time, by written notice to each Member, designate a different or additional person or a different address for giving of notices, demands or requests to it hereunder.

SECTION 20. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Members hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF ANAHEIM

(seal)

By

John Seymour

ATTEST:

Linda D. Lubette

CITY OF AZUSA

(seal)

By _____

ATTEST:

CITY OF BANNING

(seal)

By _____

ATTEST:

IN WITNESS WHEREOF, the Members hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF ANAHEIM

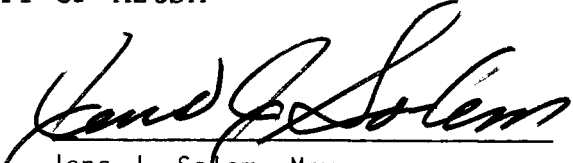
(seal)

By _____

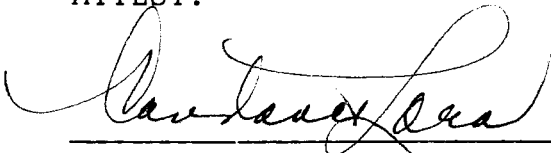
ATTEST:

CITY OF AZUSA

(seal)

By 
Jens J. Solem, Mayor

ATTEST:



Constance Lara, Deputy City Clerk

CITY OF BANNING

(seal)

By _____

ATTEST:

IN WITNESS WHEREOF, the Members hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF ANAHEIM

(seal)

By _____

ATTEST:

CITY OF AZUSA

(seal)

By _____

ATTEST:

CITY OF BANNING

(seal)

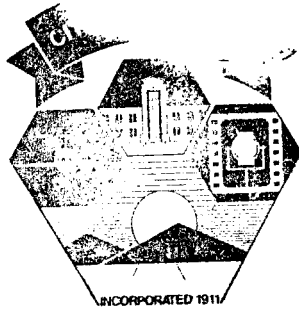
By Carl V. Wolfram
Carl V. Wolfram, Mayor

ATTEST:

By Stephen B. Julian
Stephen B. Julian, City Manager

Lucille Elizondo
Lucille Elizondo, City Clerk

OFFICIAL SEAL



(seal)

ATTEST:

Ernest L. Haley

CITY OF BURBANK

By Ronald O. Snyder

Ronald O. Snyder
General Manager Public Service Dept.

CITY OF COLTON

By _____

(seal)

ATTEST:

CITY OF GLENDALE

By _____

(seal)

ATTEST:

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

By _____

and _____

(seal)

CITY OF BURBANK

(seal)

By _____

ATTEST:

CITY OF COLTON

(seal)

By Frank A. Gonzales

ATTEST:

Helena A. Ramos

CITY OF GLENDALE

(seal)

By _____

ATTEST:

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

(seal)

By _____

and _____

CITY OF BURBANK

(seal)

By _____

ATTEST:

CITY OF COLTON

(seal)

By _____

ATTEST:

CITY OF GLENDALE

(seal)

By  _____

ATTEST:

 _____

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

(seal)

By _____

and _____

CITY OF BURBANK

(seal)

By _____

ATTEST:

CITY OF COLTON

(seal)

By _____

ATTEST:

CITY OF GLENDALE

(seal)

By _____

ATTEST:

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

APPROVED AS TO FORM AND LEGALITY
BURT PINES, CITY ATTORNEY

(seal)

OCT 21 1980

By Arthur T Devine
Arthur T Devine
Assistant City Attorney

By Louis H. Winnard
LOUIS H. WINNARD
GENERAL MANAGER AND CHIEF ENGINEER
and Judith L. [Signature]
Secretary

AUTHORIZED BY RES. 45
JUL 17 1980

CITY OF PASADENA

(seal)

By *[Signature]*
City Manager

ATTEST:

[Signature]
City Clerk

CITY OF RIVERSIDE

(seal)

By _____

ATTEST:

IMPERIAL IRRIGATION DISTRICT

(seal)

By _____

ATTEST:

CITY OF PASADENA

(seal)

By _____

ATTEST:

CITY OF RIVERSIDE

(seal)

APPROVED AND FORWARDED

[Signature]
CITY ATTORNEY

By *[Signature]*
Mayor

ATTEST:

[Signature]
City Clerk

IMPERIAL IRRIGATION DISTRICT

(seal)

By _____

ATTEST:

CITY OF PASADENA

(seal)

By _____

ATTEST:

CITY OF RIVERSIDE

(seal)

By _____

ATTEST:

IMPERIAL IRRIGATION DISTRICT

(seal)

By _____

ATTEST:

CITY OF VERNON

(seal)

By *Leonis C. Malburg*
Leonis C. Malburg, Mayor

ATTEST:

Bruce V. Malkenhorst
BRUCE V. MALKENHORST, City
Clerk

CITY OF PASADENA

(seal)

By _____

ATTEST:

CITY OF RIVERSIDE

(seal)

By _____

ATTEST:

IMPERIAL IRRIGATION DISTRICT

(seal)

By Ty Gallegos

ATTEST:

Larry E. Beck



AMENDMENT NUMBER ONE
TO
JOINT POWERS AGREEMENT

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

THIS AMENDMENT NUMBER ONE, dated as of *October* 1, 1981, to Southern California Public Power Authority Joint Powers Agreement, dated as of November 1, 1980 (the "Joint Powers Agreement");

W I T N E S S E T H:

WHEREAS, City of Anaheim, City of Azusa, City of Banning, City of Burbank, City of Colton, City of Glendale, City of Los Angeles, City of Pasadena, City of Riverside and Imperial Irrigation District have entered into the Joint Powers Agreement to create a separate public entity pursuant to the provisions of Chapter 5, Division 7, Title 1, of the Government Code of the State of California, as amended; and

WHEREAS, City of Vernon has agreed to all provisions of the Joint Powers Agreement and met all the other conditions set forth in Section 13 of the Joint Powers Agreement and has become a Member for all purposes of the Joint Powers Agreement; and

WHEREAS, the Members desire to amend the Joint Powers Agreement pursuant to Section 18 thereof to provide for contribution by Members upon certain liabilities arising out of the performance of the Joint Powers Agreement, as permitted by Section 895.4, Chapter 21, Division 3.6, Title 1 of the Government Code of the State of California;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do hereby agree as follows:

SECTION 1. Amendment to Joint Powers Agreement. The Joint Powers Agreement is hereby amended by deleting Section 7 and inserting in lieu thereof the following:

"Section 7. Limitations and Contribution.

"(a) Bonds or notes issued by the Authority under Section 6, and contracts or obligations which are entered into by the Authority to carry out the purposes for which such bonds or notes are issued and which are payable in whole or in part from the proceeds of said bonds or notes, shall not constitute a debt, liability or obligation of any Member. Pursuant to Section 6508.1 of the Government Code of the State of California, as amended, no debt, liability or obligation of the Authority shall be a debt, liability or obligation of any Member except as provided by Section 895.2 of the Government Code of the State of California in the case of injury caused by a

negligent or wrongful act or omission occurring in the performance of this Agreement.

"(b) In the event any Member is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, and pays in excess of its Liability Share of such judgment, such Member shall be entitled to contribution from each other Member, and such Member may require each other Member to pay any amount in excess of such Member's Liability Share of such judgment which such Member has paid, but in no event shall any such other Member be so required to pay in excess of such other Member's Liability Share of such judgment.

"(c) As used in clause (b), subject to clause (d), the term 'Liability Share' shall mean, with respect to any Member, the amount of the judgment divided by the number of Members at the time the act or omission occurred.

"(d) Notwithstanding clause (c), if any portion of the judgment arises from an act or omission directly related to the studying, planning, financing, developing, acquiring, constructing, reconstructing, improving, enlarging, bettering, operating, maintaining or decommissioning any Project as to which there shall be one or more Project Contracts, with respect to such portion the term 'Liability Share' shall mean, with respect to any Member, the amount of such portion multiplied by a fraction equal to (i) such Member's then existing entitlement or right, if any, to participate in such Project, divided by (ii) the aggregate amount of all Member's then existing entitlements or rights to participate in such Project. In the event such Project involves both generation and transmission facilities and any Member's entitlement or right to participate in such Project's generation differs from that with respect to such Project's transmission, the calculation pursuant to this clause (d) shall be made on the basis of Project generation, and in the event that such calculation is being made with respect to a Project (other than a Study Project) prior to the date of commercial operation of the Project, such calculation shall be made as of the anticipated date of commercial operation of such Project.

"(e) Nothing in this Section contained shall in any way diminish the liability of any Member or other party with respect to any contract between such Member or other party and the Authority."

SECTION 2. Execution of Counterparts. This Amendment Number One may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute but one and the same instrument.

SECTION 3. Effective Date; Effect of Amendment. This Amendment Number One shall become effective as of the date first above written. Except as amended hereby, the Joint Powers Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Members have caused this Amendment Number One to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the date first above written.

CITY OF ANAHEIM

(Seal)

By *E. M. [Signature]*

MAYOR

ATTEST:

Linda D. Roberts
CITY CLERK

CITY OF AZUSA

(Seal)

By _____

ATTEST:

CITY OF BANNING

(Seal)

By _____

ATTEST:

SECTION 3. Effective Date; Effect of Amendment. This Amendment Number One shall become effective as of the date first above written. Except as amended hereby, the Joint Powers Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Members have caused this Amendment Number One to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the date first above written.

CITY OF ANAHEIM

(Seal)

By _____


ATTEST:

CITY OF AZUSA

(Seal)

By Eugene F. Moses
EUGENE F. MOSES, Mayor

ATTEST:


CITY CLERK

CITY OF BANNING

(Seal)

By _____

ATTEST:

SECTION 3. Effective Date; Effect of Amendment. This Amendment Number One shall become effective as of the date first above written. Except as amended hereby, the Joint Powers Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Members have caused this Amendment Number One to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the date first above written.

CITY OF ANAHEIM

(Seal)

By _____

ATTEST:

CITY OF AZUSA

(Seal)

By _____

ATTEST:

CITY OF BANNING

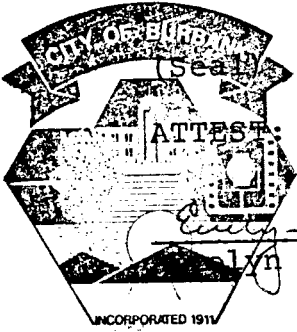
(Seal)

By Carl W. Walford
Mayor

ATTEST:

Lucille R. Elyard
City Clerk

OFFICIAL SEAL



(Seal)

ATTEST:

(Seal)

ATTEST:

(Seal)

(Seal)

ATTEST:

CITY OF BURBANK

By *Robert E. Olney*
Robert E. Olney
Mayor of the City of Burbank

CITY OF COLTON

By _____

CITY OF GLENDALE

By _____

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND
POWER OF THE CITY OF
LOS ANGELES

By _____

and _____

CITY OF PASADENA

By _____

CITY OF BURBANK

(Seal)

By _____

ATTEST:

CITY OF COLTON

(Seal)

By *Frank A. Gonzalez*

ATTEST:

Helen A. Remon

CITY OF GLENDALE

(Seal)

By _____

ATTEST:

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND
POWER OF THE CITY OF
LOS ANGELES

(Seal)

By _____

and _____

CITY OF PASADENA

(Seal)

By _____

ATTEST:

CITY OF BURBANK

(Seal)

By _____

ATTEST:

CITY OF COLTON

(Seal)

By _____

ATTEST:

CITY OF GLENDALE

(Seal)

By  _____

ATTEST:

 _____

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND
POWER OF THE CITY OF
LOS ANGELES

(Seal)

By _____

and _____

CITY OF PASADENA

(Seal)

By _____

ATTEST:

CITY OF BURBANK

(Seal)

By _____

ATTEST:

CITY OF COLTON

(Seal)

By _____

ATTEST:

CITY OF GLENDALE

(Seal)

By _____

ATTEST:

APPROVED AS TO FORM AND LEGALITY
IRA REINER, City Attorney

JUL 10 1981

By *Arthur I. Reiner*

(Seal)

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND
POWER OF THE CITY OF
LOS ANGELES

By *James J. Mulloy*
General Manager and Chief Engineer

and *Yasuko Endo*
ASSISTANT Secretary

CITY OF PASADENA

(Seal)

By _____

ATTEST:

AUTHORIZED BY RES. _____

AUG 13 1981

6.3

CITY OF BURBANK

By _____

(Seal)

ATTEST:

CITY OF COLTON

By _____

(Seal)

ATTEST:

CITY OF GLENDALE

By _____

(Seal)

ATTEST:

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND
POWER OF THE CITY OF
LOS ANGELES

By _____

and _____

(Seal)

CITY OF PASADENA

By *Paul H. [Signature]*
City Manager

(Seal)

ATTEST:

Pamela L. [Signature]

CITY OF RIVERSIDE

(Seal)

By Al Brown
Mayor

ATTEST:

Alice G. Lane
City Clerk

APPROVED AS TO FORM
Barbara Sims
SECT. CITY ATTORNEY

CITY OF VERNON

(Seal)

By _____

ATTEST:

IMPERIAL IRRIGATION DISTRICT

(Seal)

By _____

ATTEST:

CITY OF RIVERSIDE

(Seal)

By _____

ATTEST:

CITY OF VERNON

(Seal)

By Thomas A. Ybarra
Thomas A. Ybarra, Mayor Pro-tem

ATTEST:

Bruce V. Malkenhorst
Bruce V. Malkenhorst, City Clerk

IMPERIAL IRRIGATION DISTRICT

(Seal)

By _____

ATTEST:

CITY OF RIVERSIDE

(Seal)

By _____

ATTEST:

CITY OF VERNON

(Seal)

By _____

ATTEST:

IMPERIAL IRRIGATION DISTRICT

(Seal)



By Paul L. ...
Vice President, Board of Directors

ATTEST:

Larry E. Beck
Secretary, Board of Directors

AMENDMENT NUMBER TWO
TO
JOINT POWERS AGREEMENT

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

THIS AMENDMENT NUMBER TWO, dated as of April 1, 1983, to Southern California Public Power Authority Joint Powers Agreement, dated as of November 1, 1980, as heretofore amended by Amendment Number One thereto;

W I T N E S S E T H:

WHEREAS, City of Anaheim, City of Azusa, City of Banning, City of Burbank, City of Colton, City of Glendale, City of Los Angeles, City of Pasadena, City of Riverside and Imperial Irrigation District have entered into the Southern California Public Power Authority Joint Powers Agreement, dated as of November 1, 1980, to create a separate public entity pursuant to the provisions of Chapter 5, Division 7, Title 1, of the Government Code of the State of California, as amended; and

WHEREAS, City of Vernon has agreed to all provisions of the Joint Powers Agreement and met all the other conditions set forth in Section 13 of the Joint Powers Agreement and has become a Member for all purposes of said Joint Powers Agreement; and

WHEREAS, the foregoing parties and Members have entered into Amendment Number One to said Joint Powers Agreement, said Amendment Number One being dated as of October 1, 1981, and said Joint Powers Agreement, as so amended, is hereinafter referred to as the "Joint Powers Agreement"; and

WHEREAS, the Members desire to amend further the Joint Powers Agreement pursuant to Section 18 thereof to, among other things, specifically express the power of the Authority to issue refunding bonds pursuant to Section 6576 of the Government Code of the State of California;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do hereby agree as follows:

SECTION 1. Amendment to Joint Powers Agreement. The Joint Powers Agreement is hereby amended by deleting in its entirety Section 6 thereof and inserting in lieu thereof the following:

SECTION 6. BONDS AND NOTES. The Authority shall also have the power to issue, sell and deliver, in accordance with the provisions of the Joint Powers Act, (i) bonds to provide funds for the acquisition, construction and financing of one or more Projects, (ii) refunding bonds for

the purpose of redeeming or retiring any bonds issued by the Authority and any other indebtedness incurred by the Authority, and (iii) notes for the purpose of financing one or more Study Projects and for the purpose of providing temporary financing of costs of construction or acquisition of one or more Projects. The terms and conditions of the issuance of any such bonds, refunding bonds or notes shall be set forth in such resolution, indenture or other instrument, shall include such security provisions and shall specify such source or sources of payment, as in accordance with law shall be determined by the Board of Directors.

SECTION 2. Execution of Counterparts. This Amendment Number Two may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute but one and the same instrument.

SECTION 3. Effective Date; Effect of Amendment. This Amendment Number Two shall become effective as of the date first above written. Except as amended hereby, the Joint Powers Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Members have caused this Amendment Number Two to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the date first above written.

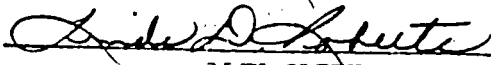
CITY OF ANAHEIM

(Seal)

By


MAYOR

ATTEST:


CITY CLERK

CITY OF AZUSA

(Seal)

By _____

ATTEST:

the purpose of redeeming or retiring any bonds issued by the Authority and any other indebtedness incurred by the Authority, and (iii) notes for the purpose of financing one or more Study Projects and for the purpose of providing temporary financing of costs of construction or acquisition of one or more Projects. The terms and conditions of the issuance of any such bonds, refunding bonds or notes shall be set forth in such resolution, indenture or other instrument, shall include such security provisions and shall specify such source or sources of payment, as in accordance with law shall be determined by the Board of Directors.

SECTION 2. Execution of Counterparts. This Amendment Number Two may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute but one and the same instrument.

SECTION 3. Effective Date; Effect of Amendment. This Amendment Number Two shall become effective as of the date first above written. Except as amended hereby, the Joint Powers Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Members have caused this Amendment Number Two to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the date first above written.

CITY OF ANAHEIM

(Seal)

By _____

ATTEST:

CITY OF AZUSA

(Seal)

By Eugene J. Moses

ATTEST:

Richard G. Smith

CITY OF BANNING

By E. Brigitte Page
E. Brigitte Page, Mayor

(Seal)

ATTEST:

Lucille M. Elizondo
Lucille M. Elizondo, City Clerk

CITY OF BURBANK

By _____

(Seal)

ATTEST:

CITY OF COLTON

By _____

(Seal)

ATTEST:

CITY OF GLENDALE

By _____

(Seal)

ATTEST:

CITY OF BANNING

By _____

(Seal)

ATTEST:

OFFICIAL SEAL



(Seal)

ATTEST:

Emily L. Haley

CITY OF BURBANK

By A. C. Lazzarillo

CITY OF COLTON

By _____

(Seal)

ATTEST:

CITY OF GLENDALE

By _____

(Seal)

ATTEST:

CITY OF BANNING

(Seal)

By _____

ATTEST:

CITY OF BURBANK

(Seal)

By _____

ATTEST:

CITY OF COLTON

(Seal)

By *[Signature]* _____

ATTEST:

Helewa A. Lemo

CITY OF GLENDALE

(Seal)

By _____

ATTEST:

CITY OF BANNING

(Seal)

By _____

ATTEST:

CITY OF BURBANK

(Seal)

By _____

ATTEST:

CITY OF COLTON

(Seal)

By _____

ATTEST:

CITY OF GLENDALE

(Seal)

By *[Signature]*

City Manager

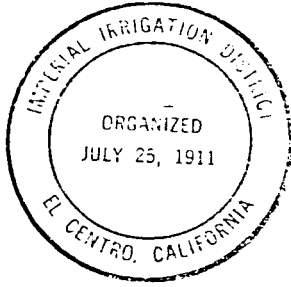
ATTEST:

[Signature]
City Clerk

[Signature]

City Clerk

5-5-83



(Seal)

ATTEST:

Larry E. Beck
SECRETARY, IMPERIAL IRRIGATION DISTRICT

IMPERIAL IRRIGATION DISTRICT

By [Signature]
PRESIDENT, IMPERIAL IRRIGATION DISTRICT

APPROVED AS TO FORM AND LEGALITY
IRA REINER, CITY ATTORNEY

APR 25 1983

BY J. David Hanson
(Seal) J. DAVID HANSON
Deputy City Attorney

AUTHORIZED BY RES.

MAY 12 1983

313

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES
BY
BOARD OF WATER AND POWER COMMISSIONER
OF THE CITY OF LOS ANGELES

By Paul H. ...
and Judith ...
Secretary

CITY OF PASADENA

By _____

CITY OF RIVERSIDE

By _____

CITY OF VERNON

By _____

(Seal)

ATTEST:

(Seal)

ATTEST:

(Seal)

ATTEST:

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND
POWER OF THE CITY OF LOS
ANGELES

(Seal)

By _____

and _____

CITY OF PASADENA

(Seal)

By *Donald F. McIntyre*
Donald F. McIntyre

ATTEST:

Pamela S. Swift
Pamela S. Swift, City Clerk *6/3/23*

CITY OF RIVERSIDE

(Seal)

By _____

ATTEST:

CITY OF VERNON

(Seal)

By _____

ATTEST:

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND
POWER OF THE CITY OF LOS
ANGELES

(Seal)

By _____

and _____

CITY OF PASADENA

(Seal)

By _____

ATTEST:

CITY OF RIVERSIDE

(Seal)

By *M Brown*
Mayor

ATTEST:

Alice A. Hare

APPROVED AS TO FORM

John Woodley
CITY ATTORNEY

CITY OF VERNON

(Seal)

By _____

ATTEST:

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND
POWER OF THE CITY OF LOS
ANGELES

(Seal)

By _____

and _____

CITY OF PASADENA

(Seal)

By _____

ATTEST:

CITY OF RIVERSIDE

(Seal)

By _____

ATTEST:

CITY OF VERNON

(Seal)

By Leonis C. Malburg
Leonis C. Malburg, Mayor

ATTEST:

Bruce V. Malkenhorst

Bruce V. Malkenhorst, City Clerk

RESOLUTION NO. 2018-105**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY AMENDING THE PROCUREMENT
CODE OF THE AUTHORITY.**

WHEREAS, the Southern California Public Power Authority (“the Authority”) is a public entity duly organized and existing under the Joint Exercise of Powers Act (Cal. Govt. Code § 6500 et seq.) pursuant to a Joint Powers Agreement (“JPA”) entered into by and among the Cities of Anaheim, Azusa, Banning, Burbank, Cerritos, Colton, Glendale, Los Angeles, Pasadena, Riverside and Vernon, and the Imperial Irrigation District (collectively, “Members”), with authority to engage in various activities supportive of the Members’ electric utilities; and

WHEREAS, the Authority’s Board of Directors (“Board”) has responsibility for the general management of the affairs of the Authority, and under the JPA has the power, among other things, to make and enter in contracts of every kind with any individual, firm association, partnership, corporation or any other organization of any kind, subject to such limitations as may be imposed by applicable law on the City of Riverside; and

WHEREAS, the Board adopted a Procurement Code for the Authority in 1992, and while exceptions or supplemental provisions have been adopted from time to time for specific projects the Procurement Code itself has not been amended or updated since its adoption; and

WHEREAS, amendments to the Procurement Code have been proposed by staff in order to update its provisions, ensure consistency with state law and with the procurement procedures of the Authority’s Members, and reflect the current procurement practices of the Authority.

NOW, THEREFORE, the Board of Directors of the Southern California Public Power Authority does hereby resolve, determine and order:

1. The Procurement Code of the Authority is hereby amended in its entirety as shown in Exhibit A attached hereto and made a part hereof as though set forth at length

2. This Resolution shall take effect immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Board of Directors of the Authority this 20th day of December 2018.



PRESIDENT
Southern California Public
Power Authority

ATTEST:



SECRETARY
Southern California
Public Power Authority

**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
PROCUREMENT CODE**

December 20, 2018

EXHIBIT A

TABLE OF CONTENTS

Section	Title	Page
	Preamble	1
1	Definitions	1
2	Sealed Competitive Bids Required - Exceptions	5
3	Requests for Competitive Proposals	6
4	Notice Inviting Bids or Proposals	7
5	Bid Security	7
6	Performance and Payment Bonds	8
7	Bid Opening	8
8	Right to Reject Bids	8
9	Lowest Responsive Bidder Determination	8
10	Recommendation of Award	9
11	Award	9
12	Contracts Requiring Board Approval	9
13	Contracts Not Requiring Board Approval	9
14	Execution of Task Orders	10
15	Contracts of Urgent Necessity	10
16	Contract Amendments and Extensions	11
17	Claims	11
18	Disposal of Surplus Materials	11
19	Exceptions by Project	12
20	Protest Procedure	12
21	Applicability of Public Contract Code	13
22	Member Procurement Policies and Practices	14

**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
PROCUREMENT CODE**

Preamble

This Code shall govern procurement by the Southern California Public Power Authority of services and materials for the Authority, the construction, maintenance, or operation of any facility or Project, or the development or implementation of a Program. Notwithstanding the foregoing, this Code shall not apply to: (i) the acquisition by the Authority of any interest or capacity right in any Project or related facilities; or (ii) procurement related to financing by the Authority, including the issuance, undertaking, sale, or delivery by the Authority of any bonds, notes, other evidences of indebtedness or financial obligations, or (iii) procurement by the Authority of services, materials, or investments with respect thereto.

This Code is intended to comply with state law applicable to procurements by local public agencies and to reflect the purchasing rules and regulations of the Authority's members.

1. **Definitions:** The following terms, whenever used in this Code and initially capitalized, shall have the following meaning:

- a. **Authority:** The Southern California Public Power Authority.
- b. **Bidder:** A person, firm or corporation that submits a bid to provide services and/or materials to the Authority in response to the Authority's solicitation or otherwise in a manner provided for in this Code. The term "Bidder" includes a party submitting a response to a request for proposals.
- c. **Board:** The Board of Directors of the Authority.
- d. **Code:** This Procurement Code.

- e. **Competitive Proposal:** A proposal that is solicited for services and/or materials that may be defined by function or purpose, or a combination thereof, and which normally involves discussions or negotiations, or both, after receipt of proposals, to define the scope of service or material and other terms and conditions, including the contract price. A Competitive Proposal shall be submitted to the Authority in the manner indicated in the Authority's request for proposals.
- f. **Construction Contract:** A contract for the furnishing of services only or the furnishing of services and materials for the construction or repair of facilities.
- g. **Contract of Urgent Necessity:** Any contract for the purchase of services or materials, or both, which, as determined by the Purchasing Manager, is required to protect the public health and welfare or to prevent substantial delay or substantially increased cost to the Authority.
- h. **Executive Director:** The Executive Director of the Authority.
- i. **Goods and Services Agreement:** An agreement for procurement of materials, equipment, software or other tangible personal property coupled with necessary or desired services provided by the vendor related to the installation, use or deployment of such goods.
- j. **Joint Powers Agreement:** The Agreement that created the Authority entered into as of November 1, 1980, as amended.
- k. **Lowest Responsible Bidder:** The Responsible Bidder that submits the lowest cost Responsive Bid to the Authority's solicitation.

- l. **Member:** Each public agency that is a party to the Joint Powers Agreement.
- m. **Preselected Bidder:** A person, firm, or entity that is selected to receive an invitation to submit a bid or proposal to the Authority based on an ability to deliver a quality product in a timely manner.
- n. **President:** The President of the Authority.
- o. **Professional Services:** Accounting, appraisal, architectural, auditing, educational, instructional, engineering, environmental, financial, design, land surveying, construction management, legal, or planning services or any other service which is similarly professional, scientific, expert, or technical.
- p. **Professional Services Agreement:** An agreement for Professional Services.
- q. **Program:** An activity of the Authority on behalf of its Members intended to promote or enhance operating efficiency of the Members' electric utility operations.
- r. **Program Agreement:** A Professional Services Agreement, Goods and Services Agreement or other agreement not related to a Project.
- s. **Project:** Shall have the meaning ascribed thereto in Section 2 of the Joint Powers Agreement.
- t. **Project Manager:** In any particular Project, the Project Manager appointed by the Authority for that Project or, in the case of a Project for which the Authority has appointed an agent for construction or operation of a Project, the Project Manager appointed by that agent.

- u. **Project Matter or Project Vote:** Shall have the respective meanings ascribed thereto in Section 2 of the Joint Powers Agreement.
- v. **Purchasing Manager:** The Chief Financial and Administrative Officer of the Authority, or his or her designee. At any time when the position of Chief Financial and Administrative Officer is vacant, the Executive Director or his or her designee shall act as the Purchasing Manager.
- w. **Resolution Billing:** A method for obtaining contributions to the Authority's general fund to pay the cost of a Program Agreement and to allocate shares of such cost to Members that receive goods and/or services under the Program Agreement.
- x. **Responsible Bidder:** A bidder determined by the Purchasing Manager to be responsible based on its ability, capacity and skill to perform the services and deliver the materials solicited, including post-performance maintenance and warranty repairs; its facilities and resources; its history, character, integrity, reputation, judgment, experience and efficiency; and its record of performance of prior contracts with the Authority and others.
- y. **Responsive Bid:** A bid or proposal that meets the substantive requirements specified by the Authority in its solicitation without material qualification or exception, as determined by the Purchasing Manager.
- z. **Sealed Competitive Bid:** A bid for a defined service and material that will be awarded to the Lowest Responsible Bidder on the basis of price or evaluated cost without further discussion or negotiation.

- aa. **Specifications:** Any writing of the Authority, a Project Manager, or the Purchasing Manager (or otherwise approved by any of them) that describes the services or materials to be purchased and the terms and conditions of such purchase.
- bb. **Task Order.** An addendum to a Program Agreement that identifies the Member for whose benefit the Authority has or will execute the Program Agreement, specifies the services to be provided to the Member by the party with whom the Authority has contracted and sets forth the cost to the Member and other material terms.
- cc. **Vice President:** Any Vice President of the Authority.

2. **Sealed Competitive Bids Required - Exceptions:**

- a. Except as provided in Subsection 2b or Section 3 below, all contracts for the purchase of services or materials, or both, shall be by Sealed Competitive Bids and award of a contract shall be made to the lowest responsible bidder whose bid conforms to the invitation for bids.
- b. The following contracts shall not be subject to Subsection 2a above:
 - (1) Contracts for which the estimated contract amount is \$50,000 or less.
 - (2) Contracts of urgent necessity.
 - (3) A Professional Services Agreement or a Goods and Services Agreement involving no construction or repair of Authority facilities other than repairs associated with ordinary maintenance.

- (4) Contracts where the Purchasing Manager determines that only a single or sole source of supply is available for a service or material or that it is in the best interests of the Authority to issue a request for proposals in place of a bid solicitation.
 - (5) Contracts where the Board determines that Sealed Competitive Bids are not in the best interests of the Authority; provided, that, any such determination shall be made by the affirmative vote of not less than eight (8) directors plus, if such determination constitutes a decision on a Project Matter, the affirmative vote of directors entitled to not less than seventy-two percent (72%) of the Project Votes which may be cast thereon.
 - (6) Contracts for services or supplies that are purchased in cooperation with other public agencies, associations or when supplies or services can be purchased from a vendor offering the same prices, terms and conditions as in a previous award from the Authority or another public agency either by competitive bid or through a negotiated process and, in the opinion of the Purchasing Manager it is to the advantage of the Authority to do so.
3. **Request for Competitive Proposals:** Any contract described in Subsection 2b(3) or 2b(5) above shall be entered into through a request for Competitive Proposals, and when a request for Competitive Proposals is not practicable, informal bids or proposals shall be obtained from at least three (3) qualified Bidders. For a contract described in Subsection 2b(2), the Purchasing Manager shall determine

how many informal bids or proposals to obtain taking into account the circumstances giving rise to the urgency of the situation.

4. **Notice Inviting Bids or Proposals:**

- a. **Sealed Competitive Bids:** Notice inviting Sealed Competitive Bids shall be published, posted and advertised in the manner required by law sufficiently in advance of bid opening to allow qualified bidders a reasonable time to submit bids.
- b. **Competitive Proposals:** Notice of a request for Competitive Proposals shall be given in a manner to reach as broad a pool of qualified firms and individuals as is reasonably practicable, as determined by the Purchasing Manager.
- c. **Preselected Bidders:** Notice to Preselected Bidders shall be by letter, email or other common form of written communication.

5. **Bid Security:** Security in the amount of ten percent (10 %) of the bid price shall be required to accompany all bids or proposals on a Construction Contract unless waived by the Purchasing Manager. Security may consist of a bond, cash, or other security that is acceptable under applicable law and approved by the Purchasing Manager. If the bidder fails to enter into a contract in accordance with the bid or proposal, the security shall be forfeited as provided by law.

6. **Performance and Payment Bonds:**

- a. A performance bond and a labor and material payment bond by a surety company satisfactory to the Purchasing Manager, for one hundred percent (100%) of the contract price shall be required for all Construction Contracts with a contract price greater than \$25,000.

- b. A performance or payment bond by a surety company satisfactory to the Purchasing Manager may be required for all contracts other than Construction Contracts in the discretion of the Purchasing Manager.

7. **Bid Opening:**

- a. **Sealed Competitive Bids:** Sealed Competitive Bids shall be opened publicly at the time and place set forth in the notice inviting bids. Bids may be corrected or withdrawn by written notice prior to bid opening. After bid opening, the bids shall not be withdrawn and no material changes in price or terms and conditions of the bid shall be permitted except as permitted by law.
- b. **Competitive Proposals:** Competitive Proposals shall be opened in the manner indicated in the request for proposals.

8. **Right to Reject Bids:** The Authority, in the exercise of its sole discretion, shall have the right to reject all bids or proposals prior to award of any contract.

9. **Lowest Responsible Bidder Determination:** In determining which is the Lowest Responsible Bidder, account may be taken of those factors which result in the lowest ultimate cost to the Authority. Any such factors shall be set forth in the invitation for bids. In the event of a tie, the Purchasing Manager may select the successful bidder from among those bidders submitting the tied bids.

10. **Recommendation of Award:** A recommendation of award shall be prepared for all contracts which are to be awarded by the Board or the Executive Director. The recommendation shall include information on the Lowest Responsible Bidder; an explanation if the Lowest

Responsible Bidder and Lowest Responsive Bidder are different, information a description of the purchase; and any other information necessary to support the recommendation or as may be required by the Purchasing Manager.

11. **Award:**

- a. **Sealed Competitive Bids:** Award of contracts under Sealed Competitive Bids shall be to the Lowest Responsible Bidder responding to the terms and conditions of the specifications.
- b. **Competitive Proposal:** Award of contracts under Competitive Proposals shall be to the Bidder whose negotiated offer results in the contract most advantageous to the Authority taking into account price, contractual term and conditions, and evaluation parameters set forth in the request for proposal.

12. **Contracts Requiring Board Approval:** All contracts entered into pursuant to this Code in excess of \$100,000 annually shall be awarded by the Board and executed on behalf of the Authority by the President, Vice President, Executive Director, or any other officer of the Authority designated by the Board.

13. **Contracts Not Requiring Board Approval:** All contracts entered into pursuant to this Code for \$100,000 or less annually shall be awarded and executed on behalf of the Authority by the Executive Director, or any other officer of the Authority designated by the Executive Director, provided that appropriations for such contracts are included in a budget of the Authority or provision is made for payment by Members in a Resolution Billing. When two or more Members participate in a contract awarded by the Executive Director under this section 13 and no provision is made for

allocating a share of the costs of the contract to each Member, the Executive Director may propose and implement a proportionate share for each Member as he or she deems fair and reasonable; provided, that a Member dissatisfied with the Executive Director's determination may request that the matter be considered and decided by the Board at its next regular meeting. The Board's decision shall be final. Notwithstanding any of the foregoing, the Executive Director may, in his or her discretion, submit any proposed award of a contract to the Board for approval.

14. **Execution of Task Orders.** The Executive Director shall execute a Task Order associated with a Program Agreement for which funding is not included in the Authority's annual budget only if it includes or is accompanied by a commitment in writing, executed by the chief executive officer of the Member's utility or his or her duly authorized designee, that the Executive Director reasonably determines legally binds the Member to pay for the goods and services it receives under the Program Agreement.
15. **Contracts of Urgent Necessity:** Contracts of Urgent Necessity which would otherwise require Board approval may be awarded and executed on behalf of the Authority by the President, Vice President, Executive Director, or any other officer of the Authority designated by the Board, provided that any such Contract of Urgent Necessity shall be submitted for ratification by the Board at the first meeting following such award. If the Board fails to ratify such contract at such meeting, the contract shall be null and void but the Authority shall pay the contractor all reasonable expenses incurred by the contractor prior to receipt by the contractor of notice of such failure to ratify.

16. **Contract Amendments and Extensions:** The Executive Director or his or her designee shall have authority to amend or extend the term of an existing contract without approval of the Board in the following circumstances:
- a. Where the contract, as amended or extended (including any proposed new amendments) is one that the Executive Director could award without Board approval under this Code.
 - b. Where an amendment to a contract involves terms and conditions that the Executive Director determines are not material, provided that such changes may not involve the contract price.
 - c. Where the contract provides for an extension of up to one additional term. An extension under this subsection (c) may include changes to the terms and conditions that the Executive Director determines are not material, provided that such changes may not involve the contract price or further extension of the term.
17. **Claims:** It shall be the duty of the Executive Director, to pursue, with the authorization of the Board, all claims of the Authority under contracts entered into pursuant to this Code.
18. **Disposal of Surplus Materials:** Materials that are no longer used, needed, or are unsuitable for use shall be declared surplus by the Purchasing Manager. Upon approval of the Executive Director, or in the case of a Project the Project Manager, the Purchasing Manager shall dispose of the surplus material, by any of the following procedures:
- a. Exchanged or traded in on new materials;

- b. Sold utilizing competitive procedures similar to those prescribed herein;
- c. Sold at public auction;
- d. Sold utilizing a negotiation process when approved in accordance with Subsection 2b(5) herein;
- e. Disposal of as scrap or destroyed.

Members or, in the case of a Project, the project participants, shall have the right to obtain materials declared surplus prior to publicly disposing of such surplus material. The Purchasing Manager or the Project Manager (in the case of a Project Matter) shall notify Members or project participants in writing of the availability of such surplus materials. The written notice shall set forth the terms and conditions for obtaining such surplus materials.

19. **Exceptions by Project:** Procurements for any Project may be wholly or partially excepted from this Code provided that the Board, by the vote specified in Section 2b(5), approves such exception and rules for procurement for such Project.

20. **Protest Procedure:**

- a. Whenever a Construction Contract is not awarded to the Lowest Responsive Bidder, that bidder shall be notified no later than five (5) working days prior to the award of the contract.
- b. If a bidder files a protest with the Purchasing Manager against awarding the contract claiming it is the Lowest Responsible Bidder meeting specifications, the contract shall not be awarded until either the protest has been withdrawn or the

Board has made a decision relative to the protest. All such protests shall be filed with the Purchasing Manager no later than ten (10) working days after the bid opening.

- c. Within five (5) working days of the receipt of the protest the Purchasing Manager shall decide whether to grant or deny the protest.
- d. The Purchasing Manager's decision may be appealed to the Executive Director. If appealed, the appeal must be filed within three (3) working days of the date of the Purchasing Manager's decision. Within five (5) working days of the appeal, the Executive Director or his or her designee shall decide whether to grant or deny the protest.
- e. The decision of the Executive Director may be appealed to the Board. If appealed, the appeal must be filed within three (3) working days of the Executive Director's decision. The Board shall calendar the appeal on its agenda or may refer the matter to a designated hearing officer. The decision of the Board or hearing officer shall be final.
- f. Any bid protest that does not comply with the process provided for in this section shall not be reviewed.

21. Applicability of Public Contract Code: Provisions of the California Public Contract Code related to Construction Contracts for public works construction projects shall be applicable to Construction Contracts awarded pursuant to this Code unless a provision of this Code conflicts with a provision of the Public Contract Code, in which case the provision of this Code shall apply.

22. **Member Procurement Practices and Policies.** Nothing in this Code shall preclude the inclusion of terms and conditions reflective of a Member's unique procurement practices or policies in any Request for Competitive Proposals, any other bid or proposal solicitation, or any Program Agreement made pursuant to this Code.



SCPPA PROCUREMENT PROCESS

MARCH 26, 2019

BACKGROUND

Southern California Public Power Authority (“SCPPA”) is a joint powers authority created under state law for the purposes of planning, financing, developing, acquiring, constructing, operating and maintaining projects for the generation or transmission of electric energy. SCPPA’s membership is comprised of eleven municipalities and one irrigation district (“Members”).

SCPPA also enters into agreements with a variety of consultants and vendors (“Contractors”) to assist Members in developing and implementing energy efficiency, demand response and resource procurement programs to improve operating efficiencies and reduce costs.

SCPPA has a written procurement code that contains procurement practices similar to those of many public agencies. However, SCPPA’s practices may not be the same as those of Members. It is the responsibility of Members to ensure that they comply with their own policies and procedures when securing Services of a Contractor through a SCPPA contract.

TYPES OF AGREEMENTS

SCPPA provides numerous types of contracts and agreements on behalf of its members. Most of these agreements fall into two categories, Service Agreements and Project Support Agreements. Examples include, but are not limited to, the following:

- **SERVICE AGREEMENTS**
 - Master Professional Services Agreement (MPSA)
 - Professional Services Agreement (PSVCA)
 - Goods and Services Agreements (GSA)
 - Other Agreements

- **PROJECT SUPPORT AGREEMENTS**
 - Balance of Plant Agreement (BOPA)
 - Transmission Services Agreements (TSA)
 - Operating-Maintenance Agreement (OMA)
 - Power Purchase Agreement (PPA)
 - Power Sales Agreement (PSA)
 - Agency Agreement (AA) – If Applicable
 - Scheduling Coordinator Letter Agreement (SCLA)

The majority of SCPPA agreements are MPSA/PSVCA and PPA agreements. This procurement process addresses the life cycle of these agreements.



SCPPA PROCUREMENT PROCESS

MARCH 26, 2019

MASTER PROFESSIONAL SERVICES & PROFESSIONAL SERVICES AGREEMENTS

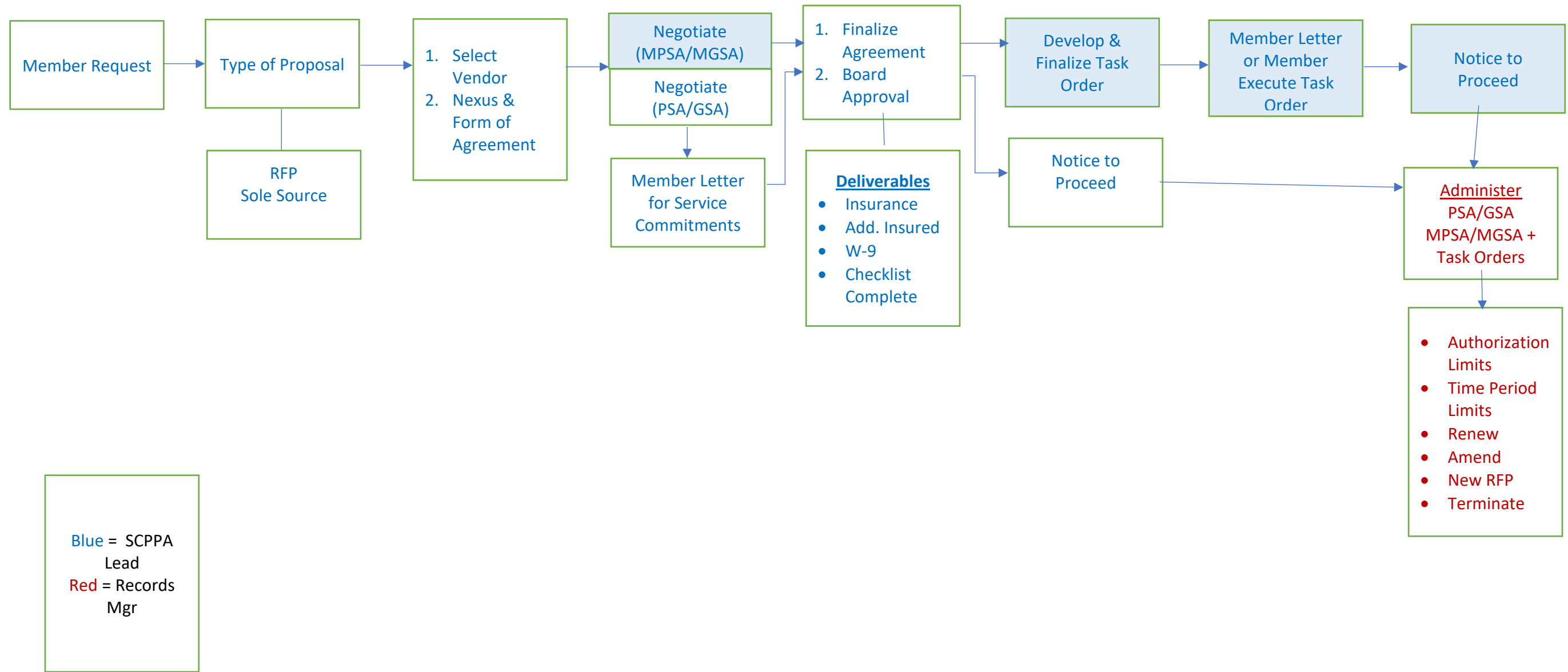
Milestones and deliverables with regard to MPSA and PSVCA agreements are provided below.

1. One Or More Members Express Interest in Developing A Service Contract
2. Method of Procurement Determined (Typically, Request for Qualifications (RFQ), Request for Proposal (RFP), Or Sole Source)
3. Vendor Selected
4. Nexus Review by General Counsel
5. Determine Form of Agreement
6. Scope of Work (SOW) Is Developed by (among) Participating Member(s)
7. Contract Negotiation
8. Contract Approvals
 - a. Board or Executive Director Approval
 - b. Deliverables
 - i. Insurance Certificates, Including Additional Insured Endorsement
 - ii. W-9
 - iii. Participation Letter (Professional Service Agreements Only)
 - iv. Member Participation Letter/ Authorization Letter (Professional Service Agreements Only)
9. Contract Execution
10. Develop Task Order(s) Identifying Work to Be Performed, Timeline, And Price
 - a. Member Letter or Member Signed Task Order
11. Notice to Proceed
12. Transfer from SCPPA Lead to Contract Administrator
13. Administer Deliverables/ Monitor Expiration
14. 3-Month Notice Prior To Expiration
15. Termination
 - a. Terminate Agreement
 - b. Renew Contract
 - c. Amend Contract
 - d. Issue New RFP

A process outline is included as Appendix A, and a checklist is included as Appendix B.

APPENDIX A GOODS AND SERVICE AGREEMENTS

March 26, 2019





SCPPA PROCUREMENT PROCESS

MARCH 26, 2019

FILE PATHNAME: _____

SERVICE AGREEMENT INITIATION Done

Initiation Type (Select One): Informal Bid Solicitation Sole Source RFP/RFQ/RFI

Member(s) Requesting: _____ Request Date: _____

SCPPA Lead: _____ Working Group (If Applicable): _____

Proposal Name: _____

Issue Date: _____ Close Date: _____

SERVICE AGREEMENT EXECUTION Done

Vendor Formal Name: _____ Secondary Name (DBA): _____

Services to be Provided: 1. _____ 2. _____ 3. _____

Participating Members: Anaheim Azusa Banning Burbank Colton Cerritos
 Glendale IID LA Pasadena Riverside Vernon

Agreement Type (Nexus): _____ Legal Consult: _____ SCPPA Lead: _____

Reviewing Parties: Legal Review as to Form Board Review/ Approval Vendor Approval/ Execution Legal Approval/ Execution Executive Director Execution

Reviewing Party Approval/ Execution Date: / / / / / / / / /

SERVICE AGREEMENT DELIVERABLES Done

<input type="checkbox"/> W-9	Receipt Date: _____	Responsible Party: _____	Renewal: _____
<input type="checkbox"/> Certificate of Insurance	Receipt Date: _____	Responsible Party: _____	Renewal: _____
<input type="checkbox"/> Additional Endorsements	Receipt Date: _____	Responsible Party: _____	Renewal: _____

SERVICE AGREEMENT TASK ORDERS Done

Participating Member: _____

Authorization Letter: Date Issued: _____ Amount: _____ Signatory: _____

Task Order No. _____ Task Order Pathname: _____

Review and Confirmation: Work is Within Scope of Services Amount is Within Authorizer's Authority Work Has Been Authorized by Letter Letter is Current

Authorization to Proceed Issue Method: _____ Issue Date: _____ Authorization Issuer: _____

SERVICE AGREEMENT EXPIRATION Done

<input type="checkbox"/> Terminate/ Let Expire	<input type="checkbox"/> Amend/ Extend	<input type="checkbox"/> New Agreement	<input type="checkbox"/> Issue RFP/RFQ/RFI
Amendment: _____	Amendment Date: _____	Amendment Terms: _____	Expiration Date: _____



SCPPA PROCUREMENT PROCESS

MARCH 26, 2019

POWER PROJECT AGREEMENTS

Milestones and deliverables with regard to PPA agreements are provided below.

1. Identify Project
2. Exclusivity Agreement
3. Term Sheet
4. PPA Negotiation/ Option Agreement Negotiation
5. Finalize PPA (Receipt of Some Pre-COD Deliverables)
6. Develop Power Sales Agreement (PSA)/ Agency Agreement (AA)
7. PPA/ PSA/ AA To Board for Approval
8. Member Board/Council Approval
9. Execute PPA/ PSA/ AA
10. Pre-COD Deliverables
 - a. Insurance Certificates
 - b. Letter of Credit (LOC)/ Guarantees
 - i. Development Term
 - c. W-9
 - d. Opinion Letters
 - i. Non-Consolidation
 - ii. Enforceability
 - e. Environmental Permits
 - f. Transmission Services Agreements
 - g. Copies of Site Control
 - i. Long-Term Lease
 - ii. Purchase Agreement
 - iii. Row/Easements
 - h. Developer Resolutions/ Approval Documents
 - i. Incumbency Certificate
 - j. Designate Representatives
11. Post-COD Deliverables
 - a. Letter of Credit (LOC)/ Guarantees
 - i. Performance Term
 - b. Commercial Operation Deliverables (See PPA)
 - c. COD Acceptance Letter
12. Transfer from Development to Operation/ Administration
13. Option Agreement/ Termination



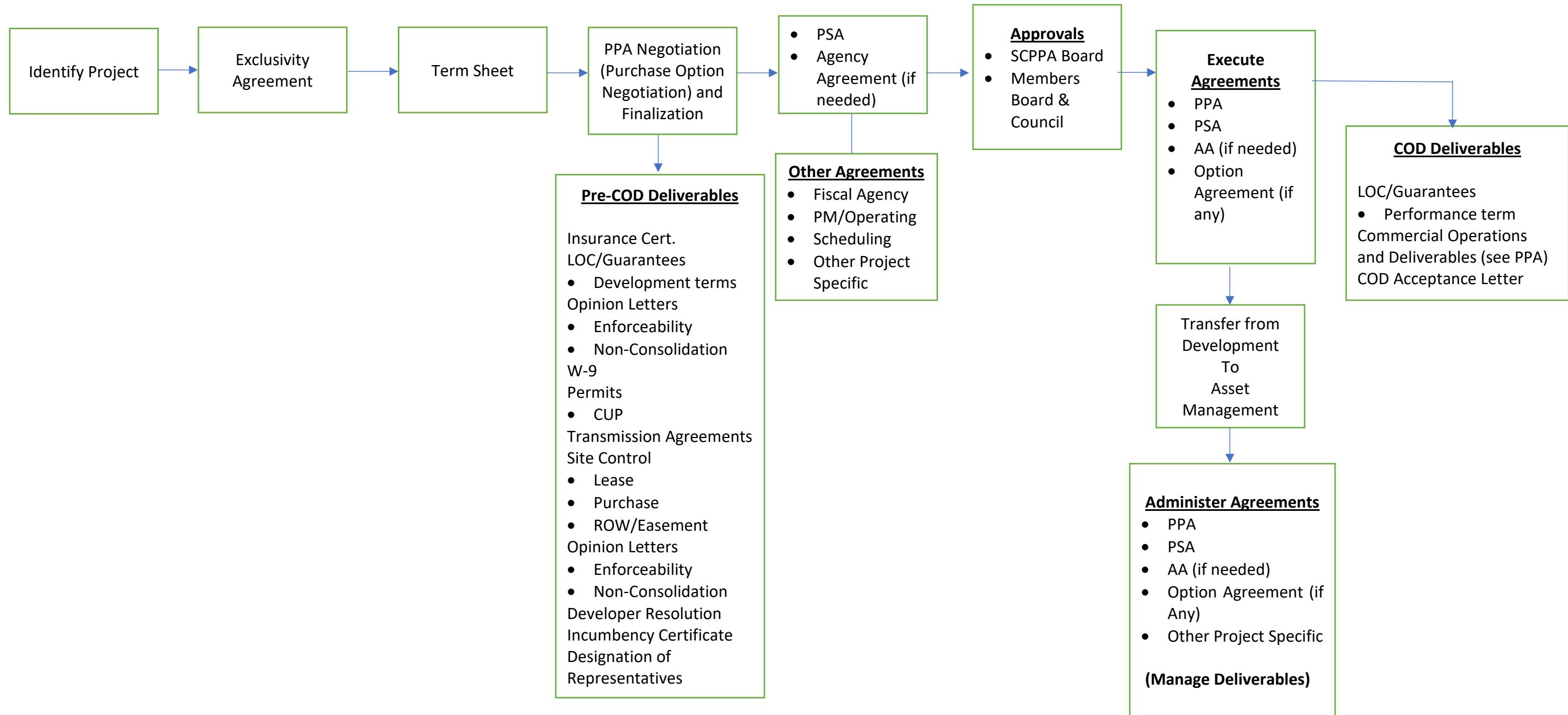
SCPPA PROCUREMENT PROCESS

MARCH 26, 2019

A Process Outline Is Included as Appendix C, And A Checklist Is Included as Appendix D

APPENDIX C POWER PROJECT AGREEMENTS

March 26, 2019





SCPPA PROCUREMENT PROCESS

MARCH 26, 2019

FILE PATHNAME: _____

POWER PURCHASE AGREEMENT INITIATION Done

Member(s) Requesting: _____ Request Date: _____
 SCPPA Lead: _____ Working Group (If Applicable): _____
 Proposal Name: _____
 Issue Date: _____ Close Date: _____

POWER PURCHASE AGREEMENT DEVELOPER SELECTION Done

Developer Formal Name: _____ Secondary Name (DBA): _____
 Project Name: _____
 Participating Members: Anaheim Azusa Banning Burbank Colton Cerritos
 Glendale IID LA Pasadena Riverside Vernon

POWER PURCHASE AGREEMENT DEVELOPMENT Done

<input type="checkbox"/> Letter of Interest	Issue Date: _____	Responsible Party: _____
<input type="checkbox"/> Exclusivity Agreement	Issue Date: _____	Responsible Party: _____
<input type="checkbox"/> Term Sheet	Issue Date: _____	Responsible Party: _____
<input type="checkbox"/> Purchase Option	Purchase Date: _____	Responsible Party: _____

POWER SALES AGREEMENT/ AGENCY AGREEMENT EXECUTION

Agreement Drafter: _____ SCPPA Lead: _____

Reviewing Parties:	<input type="checkbox"/> Board Review/ Approval	<input type="checkbox"/> Member Approval/ Execution	<input type="checkbox"/> Legal Approval/ Execution	<input type="checkbox"/> Executive Director Execution
Reviewing Party Approval/ Execution Date:	/ /	/ /	/ /	/ /

POWER PURCHASE AGREEMENT EXECUTION Done

Agreement Drafter: _____ SCPPA Lead: _____

Reviewing Parties:	<input type="checkbox"/> Board Review/ Approval	<input type="checkbox"/> Developer Approval/ Execution	<input type="checkbox"/> Legal Approval/ Execution	<input type="checkbox"/> Executive Director Execution
Reviewing Party Approval/ Execution Date:	/ /	/ /	/ /	/ /

POWER PURCHASE AGREEMENT DELIVERABLES Done

<input type="checkbox"/> W-9	Receipt Date: _____	Responsible Party: _____	Renewal: _____
<input type="checkbox"/> Certificate of Insurance	Receipt Date: _____	Responsible Party: _____	Renewal: _____
<input type="checkbox"/> Additional Endorsements	Receipt Date: _____	Responsible Party: _____	Renewal: _____
<input type="checkbox"/> Letter of Credit/ Form of Guarantee Development Term	Receipt Date: _____	Responsible Party: _____	Renewal: _____
<input type="checkbox"/> Letter of Credit/ Form of Guarantee Performance Term	Receipt Date: _____	Responsible Party: _____	Renewal: _____



SCPPA PROCUREMENT PROCESS

MARCH 26, 2019

<input type="checkbox"/> Non-Consolidation Opinion Letter	Receipt Date: _____	Responsible Party: _____	Renewal: _____
<input type="checkbox"/> Enforceability Opinion Letter	Receipt Date: _____	Responsible Party: _____	Renewal: _____
<input type="checkbox"/> Environmental Permit(s)	Receipt Date: _____	Responsible Party: _____	Renewal: _____
<input type="checkbox"/> LGIA and/or Transmission Agreements	Receipt Date: _____	Responsible Party: _____	Renewal: _____
<input type="checkbox"/> Long-Term Lease	Receipt Date: _____	Responsible Party: _____	Renewal: _____
<input type="checkbox"/> Purchase Agreement	Receipt Date: _____	Responsible Party: _____	Renewal: _____
<input type="checkbox"/> ROW/Easements	Receipt Date: _____	Responsible Party: _____	Renewal: _____
<input type="checkbox"/> Developer Resolutions/ Approval Documents	Receipt Date: _____	Responsible Party: _____	Renewal: _____
<input type="checkbox"/> Incumbency Certificate	_____	_____	_____
<input type="checkbox"/> Commercial Operation Deliverables (CPPA)	COD Date: _____	Responsible Party: _____	Renewal: _____
<input type="checkbox"/> Designated Representatives	Receipt Date: _____	Responsible Party: _____	Renewal: _____

POWER PURCHASE AGREEMENT TRANSFER FROM DEVELOPMENT TO ASSET MANAGEMENT Done

POWER PURCHASE AGREEMENT PURCHASE OPTION EXERCISE DATES Done

Purchase Option Date: _____ Responsible Party: _____



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Solicitation Procedure

Approved internally on February 3, 2020

BACKGROUND

SCPPA issues Requests for Proposals/Qualifications/Information/Offers to solicit detailed bids from qualified consultants and vendors (“Bidders”) for the procurement of goods and/or services to assist Members and SCPPA. For example, services may include the development and implementation of energy efficiency, demand reduction and resource procurement programs.

SCPPA has a Board approved Procurement Code¹ that contains procurement practices similar to those of many public agencies, but not identical to those of the Members. It is the responsibility of Members to ensure that they comply with their own policies and procedures when securing services of a Bidder through a SCPPA contract.

This RFP/RFQ/RFI/RFO (“Solicitation”) Procedure provides and establishes the process for SCPPA and its Members to request, issue, evaluate, and award a Solicitation. The provision set forth in this procedure may be modified subject to judgement and conditions as specified by SCPPA’s Executive Director.

This procedure is intended to direct SCPPA processes only to maintain alignment with SCPPA’s Procurement Code and Joint Powers Agreement and does not address Member-specific procurement requirements. This procedure is not applicable to project development solicitations.

TYPES OF REQUESTS

SCPPA provides, typically at the request of its Members, various types of solicitations for the joint procurement of services and/or products to improve operating efficiencies and reduce costs. Examples and definitions of such solicitations include, but are not limited to, the following:

FORMAL REQUESTS

- **Requests for Proposals (RFP)**
 - SCPPA issues Requests for Proposals to solicit proposals from potential vendors/consultants, through a competitive process for the procurement of products, services, or valuable assets.
- **Requests for Qualifications (RFQ)**
 - SCPPA issues Requests for Qualifications to establish a pool of qualified vendors/consultants eligible to submit responses to an RFP.

¹ The SCPPA Procurement Code as adopted in 1992, and revised in 2018, are available for viewing on Laserfiche (Administration→SCPPA Documents→Procurement Code).

- **Requests for Information (RFI)**
 - SCPPA issues Requests for Information to collect written information about the experience and capabilities of various vendors/consultants. It is used for comparative purposes.
- **Requests for Offers (RFO)**
 - SCPPA issues Requests for Offers for the procurement of specific well-defined products or services.

INFORMAL REQUESTS

- **Informal request in lieu of formal solicitation as provided in SCPPA Procurement Code**
 - SCPPA can issue an informal solicitation at the sole discretion/ approval of the Executive Director for the procurement of products, services, or valuable assets which shall not exceed the signatory authority authorized under the SCPPA procurement code. SCPPA can issue informal solicitations at the sole discretion and approval of the Executive Director for the procurement of products, services, or valuable assets which shall not exceed the signatory authority authorized under the SCPPA procurement code.

TEMPLATES

The templates for development and evaluation of a Solicitation, including appendices attached therein, are available to SCPPA Staff through Laserfiche.

[Laserfiche: Administration→Policies & Procedures→Solicitation Procedure_02-03-2020](#)

ROLES AND RESPONSIBILITIES

MEMBER LEAD

Member Lead is responsible for providing:

- Solicitation request form
- Scope of work
- Evaluation of proposals
- Agreement negotiation
- Task order development

SCPPA LEAD

SCPPA Lead is responsible for facilitating and providing:

- Support for the development and issuance of the Solicitation
- Correspondence with bidders
- Development of the Solicitation evaluation matrices and panel
- Selection and award of Solicitation
- Contract negotiation/administration

REQUEST PROCESS

Members may review list of all contracts at any time via Laserfiche to procure services. If a particular product/service or vendor is unavailable, Members may request the issuance of a Solicitation for those products/services.

SOLICITATION PROCESS

A complete flowchart of the SCPPA Solicitation Documentation Procedure has been outlined and attached to this document. (**Reference Exhibit A**)

There are three instances in which SCPPA will issue a Solicitation for the benefit of its Membership:

- **MEMBER REQUEST**
 - SCPPA Lead receives a request from one or more Members for the procurement of, or information on, services or products (**Reference Appendix A – Solicitation Request Form**)
- **WORKING GROUP REQUEST**
 - SCPPA Lead receives a request from a Working Group for the procurement of, or information on, services or products (**Reference Appendix A – Solicitation Request Form**)
- **PROJECT SUPPORT**
 - SCPPA Lead receives a request from project participants for the procurement of, or information on, services or products related to operating projects (**Reference Appendix A – Solicitation Request Form**)

SOLICITATION REQUEST FORM

Member Lead is to complete and submit the SCPPA Solicitation Request Form (**Reference Appendix A – Solicitation Request Form**) to the appropriate SCPPA Lead. SCPPA Lead is to review the form for completeness/authorization and provide the request to SCPPA legal for nexus review and approval.

- **INCOMPLETE FORMS**

Incomplete forms will be sent back for completion to the Member Lead or Working Group sponsoring the Solicitation.
- **NON-APPROVED REQUEST**

Non-approved requests will be sent back to the Member Lead or Working Group sponsoring the Solicitation with explanation as to why it was not approved.
- **COMPLETED/APPROVED REQUEST**

Completed/approved requests will move forward to the Solicitation development process.

SOLICITATION DEVELOPMENT PROCESS

DEVELOPMENT

Upon receipt of a completed and approved Solicitation Request Form from a Member Lead or Working Group, SCPPA Lead will meet with the interested/sponsoring Member(s) to identify the Member-specific requirements/needs. The information needed to develop the Solicitation includes, but is not limited to, the following:

AREAS OF INTEREST/ SCOPE OF WORK

- Contextual background information depicting the need for the services/products.
- Specific requirements/how those requirements should, at the minimum, be satisfied.
- Performance standards and how performance will be managed.
- Deliverables and acceptance criteria for the deliverables.
- Commercial terms being offered (Attachment of SCPPA pro forma Agreement)

TIMELINE/ SCHEDULE

- Issuance Date
- Bidders Conference Date
- Response Deadline
- Review of Solicitation Response Date/Timeframe
- Interview(s) of Bidder(s) Date/Timeframe
- Selection of Bidder(s) Date/Timeframe

PROPOSAL SUBMISSION REQUIREMENTS

- Transmittal Letter Content
- Bidder Information
- Proposal
- Fees
- Experience
- References
- Delivery Method (Electronic/Physical Copy)

MEMBER SPECIFIC REQUIREMENTS

- Consideration of Responses
- Non-Discrimination/Equal Employment Practices/Affirmative Action Plan
- Living Wage Ordinance
- Child Support Policy
- Supplier Diversity

TERMS AND CONDITIONS

The applicable SCPPA Pro Forma Agreement should be included with the RFP to gauge Respondents acceptance of SCPPA Terms.

- Add Pro Forma Agreement
- Request that any exceptions to the agreement be included in proposal response

POSTING AND NOTIFICATION PROCESS

WEBSITE POSTING

Completed Solicitation content must be provided to administrative staff prior to 4:00 PM Monday-Thursday, or 3:00 PM if on a Friday, to be posted on the same business day. Otherwise, website posting will be completed on the following business day. SCPPA Lead will provide all documentation for the Solicitation in PDF form with clear instructions and information for posting including, but not limited to:

- Issuance Date
- Bidders Conference Date
- Q&A Deadline
- Submission Deadline

SCPPA Lead will specify which directory the Solicitation should be posted to on the SCPPA website. Options include:

- Finance
- Legal
- Programs
- Projects
- Consulting/Other

EMAIL NOTIFICATION

All Solicitation email notifications will be delivered to the “SCPPA RFP-RFQ-RFI” Outlook List on the date of the Solicitation posting. If SCPPA Lead requires that a different group of potential bidders be notified of the solicitation posting they must inform administrative staff and provide the appropriate contact information.

SCPPA Lead may send supplemental targeted email notifications to known bidders who provide similar products/services. Supplemental notifications must be made after the Solicitation has been publicly posted to the SCPPA website to avoid unfair advantages.

QUESTIONS AND ANSWERS

QUESTIONS

SCPPA will accept all Solicitation related clarification questions prior to the Solicitation Q&A deadline. Answers to all questions will be provided to the inquisitor as soon as is practicable after the date received (***Reference Appendix B – Email Response Templates***). Answers to questions that SCPPA, at its sole determination and discretion, deems to be substantive or that would place the inquisitor at a distinct and unfair advantage to the other potential bidders will be posted on SCPPA’s website alongside the Solicitation as soon as is practicable after the date received, but no later than the date listed in the Solicitation schedule. Alternatively, SCPPA may post a cumulative Q&A document to the SCPPA website alongside the solicitation as soon as is practicable after the date received, but no later than the date listed in the solicitation schedule. (***Reference Appendix C – Q&A Template***)

NOTIFICATION

If a Q&A document is required, the SCPPA Lead will provide the document to SCPPA administrative staff for posting and email notification to the "SCPPA RFP-RFQ-RFI" Outlook List informing them of the Q&A document. Content must be provided to administrative staff prior to 4:00 PM Monday-Thursday, or 3:00 PM if on a Friday, to be posted on the same business day. Otherwise, website posting will be completed on the following business day. It is the responsibility of potential bidders to review the website for any and all postings.

SUBMISSION/ COLLECTION PROCESS

COLLECTION

SCPPA Lead will be responsible for collection and proper storage of all solicitation documents on Laserfiche. For transparency and recordkeeping purposes, SCPPA Lead is required to create a sub-folder for the Solicitation in the respective Solicitation category and year folder on Laserfiche. Folder structure should be:

RFP/RFQ/RFI > Category > Year >

Solicitation Name

- Solicitation & Attachments
- Solicitation Evaluations
- Solicitation Responses
- Q&A

All proposals received on or before the listed deadline must be saved in the folder. Proposals received after the scheduled deadline should be disqualified.

RECORDS RETENTION AND DESTRUCTION POLICY

All Solicitation documentation must be stored per the terms of the Record Retention Policy.

Record Retention Legend

AC	Active	AU	Audit
CL	Closed/Completion	CU	Current Year
E	Electronic	L	Life
P	Permanent	S	Supersede
T	Termination	Y	Year(s)

RECORD TYPE	ACTIVE	STORAGE
Bids & Proposals (Awarded)	CL	7 Y
Bids & Proposals (Unsuccessful)	CL	2 Y
Correspondence	3Y E	None
Published Bids & Proposals	CL	2 Y E

EVALUATION PROCESS

RFI & RFO EXCEPTION

Proposals submitted in response to an RFI or RFO will be shared with the interested parties. ***The RFI and RFO process ends at this step.***

REVIEW PANEL

SCPPA Lead will engage the Member Lead/Working Group and potential participating Members to create a Solicitation review panel. The Solicitation review panel will determine the evaluation criteria to include in the evaluation matrix to conduct a comprehensive evaluation of all proposals received. It is the responsibility of the SCPPA Lead to ensure that the Solicitation review panel and evaluation matrix is setup prior to the evaluation process of the RFP/RFQ.

REVIEW PANEL STRUCTURE

The Solicitation panel structure will vary based on anticipated Member(s) participation and capacity of the SCPPA Lead/Staff to evaluate such proposals. Examples of Solicitation panel structure include, but are not limited to, the following formats:

- SCPPA Lead, Member Lead, and one or more participating Members
- SCPPA Lead and two or more participating Members
- SCPPA Lead and three or more participating Members

EVALUATION CRITERIA

SCPPA Lead will work with Member Lead and participating Member(s) to determine the main evaluating criteria. Criteria may include, but is not limited to, the following:

- **Competitive Price**
 - Price is below market average
 - Price is feasible or cost-effective for more than one participating Member
- **Service Offering**
 - Meets or exceeds requirements
 - Unique/ Not offered by others
 - Is available and applicable to all participating Members
- **Completeness**
 - Proposal includes disclaimer indicating it is not collusive nor a sham
 - Proposal addresses all requirements of Solicitation proposal
 - Proposal scheduling is reasonable/feasible
- **References**
 - Bidder is a reputable company
 - Bidder is in good financial standing
- **Experience**
 - Bidder has experience working with utilities. Specifically, Publicly Owned Utilities.
 - Bidder is capable of performing/providing services/ products.

EVALUATION MATRIX

SCPPA Lead will work with the Member Lead/Working Group to insert the evaluation criteria into the SCPPA Solicitation evaluation matrix template. Each Solicitation review panelist will evaluate the proposals submitted using the established criteria in the evaluation matrix. The SCPPA Lead will compile all the review panelists' evaluation matrices to determine a recommendation for a shortlist or award.

SELECTION & AWARD PROCESS

RFQ EXCEPTION

SCPPA RFQs are not subject to the award process. SCPPA may issue an RFP to qualified bidders for products/services listed in the RFQ. ***The RFQ process ends at this step.***

SELECTION & AWARD

SCPPA will notify the bidder(s) of any schedule delays and recommendations for shortlist, award, or rejection made by the RFP review panel. ***(Reference Appendix B – Email Response Templates)***

- **STATUS UPDATE**

If the review/selection/award process is delayed, for any reason, SCPPA will send an email response to bidders with a status update indicating that additional time may be needed to award the RFP.

- **AWARD**

Top/Selected bidder(s) that exceed(s) the minimum requirements, or is(are) deemed highly qualified, to provide services and/or products specified in the RFP will be offered the opportunity to engage in an agreement with SCPPA.

- **BACK-UP LIST**

Bidder(s) that meet(s) the minimum requirements, or is(are) deemed qualified, to provide services and/or products specified in the RFP will be added to the back-up list for future consideration/selection.

- **REJECTION**

Bidders that do not meet the minimum requirements, or are deemed unqualified, to provide services and/or products specified in the RFP will be rejected.

AGREEMENT

SCPPA Lead will engage the awarded bidder(s) in agreement/scope of work negotiation according to the processes outlined in the current SCPPA Procurement Process. The final negotiated agreement will be presented to the SCPPA Board of Directors for consideration and official award/approval. ***(Reference SCPPA Procurement Process)***

SOLICITATION PROCEDURE APPENDIX A

SOLICITATION REQUEST FORM

For exemplary purposes only. Please use official document.

MEMBER LEAD INFORMATION

Printed Name: **Request Date:**

Position/Title

Email: **Phone:**

SOLICITATION INFORMATION

Request Type
(Select one):

Request for Proposals (RFP) Request for Qualifications (RFQ) Request for Information (RFI) Request for Offers (RFO)

Member(s) Requesting
(Select all that apply):

Anaheim Cerritos Los Angeles
 Azusa Colton Pasadena
 Banning Glendale Riverside
 Burbank Imperial Irrigation District Vernon

Services to be Provided:
(Scope of work may be attached)

Authority of SCPPA granted by Joint Powers Agreement
(Describe why service should be offered by SCPPA):

FOR INTERNAL USE ONLY

SCPPA REVIEW

If request is approved, skip "SCPPA Review" section and move to "SCPPA Approval".

Review Status
(Select one):

Request Needs Further Clarification

Request Not Approved

Review Date:

Reviewed By:

Comments:

SCPPA APPROVAL

Review Status:

Approved

General Counsel Approval Date:

Signature:

Executive Director Approval Date:

Signature:

SOLICITATION PROCEDURE APPENDIX B

EMAIL RESPONSE TEMPLATES

For exemplary purposes only. Please use official email templates in scppa@scppa.org Draft folder.

QUESTIONS & ANSWERS (IF RESPONDING INDIVIDUALLY)

Name, et. al:



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
Name of Solicitation

SOLICITATION QUESTIONS & ANSWERS

Thank you for your inquiry. We would like to provide the following answers to your questions below regarding the **Solicitation Name** issued on **Date**:

1. **(Insert Question)**

RESPONSE: **(Insert response to Question.)**

2. **(Insert Question)**

RESPONSE: **(Insert response to Question.)**

The deadline to submit any additional clarification questions regarding this **solicitation** will be **00:00 PM** on **Month ##, YEAR**.

QUESTIONS?

Please contact RFPName@scppa.org with any questions or concerns regarding this message.

Thank you.

CONFIRMATION OF PROPOSAL RECEIPT

Name, et. al:



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
Name of Solicitation

PROPOSAL RECEIVED

Thank you for your submittal. The Southern California Public Power Authority hereby confirms receipt of **Bidder Name's** proposal submission in response to the SCPPA **Name of Solicitation**.

The Response Review Committee will review the proposal according to the schedule identified in the **solicitation**. We will contact you as soon as is practical should we require any additional information. We appreciate your patience during the review process and will keep you informed of our progress as we move forward.

Thank you for your interest in working with SCPPA and our Members.

QUESTIONS?

Please contact RFPName@scppa.org with any questions or concerns regarding this message.

Thank you.

RFI CONFIRMATION OF PROPOSAL RECEIPT

Name, et. al:



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Name of RFI

PROPOSAL RECEIVED

Thank you for your submittal. The Southern California Public Power Authority hereby confirms receipt of **Bidder Name's** proposal submission in response to the SCPPA **Name of RFI**.

We will contact you as soon as is practical should we require any additional information.

Thank you for your interest in working with SCPPA and our Members.

QUESTIONS?

Please contact RFIName@scppa.org with any questions or concerns regarding this message.

Thank you.

Name, et. al:



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
Name of RFP

RFP STATUS UPDATE

Thank you for your inquiry regarding status of the **RFP Name** proposal review. SCPPA appreciates the time and effort it took for your company to submit a proposal in response to our **RFP**.

We are notifying you that SCPPA is currently in the review/selection process and will need additional time to **identify qualified bidders/issue the official award**. Should any further action/clarification be required of your firm, we will contact you as soon as is practicable.

We appreciate your patience during the review process and will keep you informed of our progress as we move forward.

QUESTIONS?

Please contact RFPName@scppa.org with any questions or concerns regarding this message.

Thank you.

Name, et. al:



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
Name of RFP Award

CONGRATULATIONS!

Thank you for your submittal in response to SCPPA's **RFP Name**. We are notifying you that SCPPA has completed the evaluation of all proposals submitted, with special consideration to the clarification responses provided.

We are pleased to inform you that your firm, **Bidder**, proposal has been selected for award.

Should you wish to accept this award, please notify us at your earliest convenience so that we may begin drafting the appropriate Service Agreements. Further details regarding terms and scope of services will be provided to you with the Service Agreement for your review.

QUESTIONS?

Please contact RFPName@scppa.org with any questions or concerns regarding this message.

Thank you, again, and congratulations!

Name, et. al:



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
Name of Solicitation

RECOMMENDATION

Thank you for your submittal in response to SCPPA's **Solicitation Name**. We are notifying you that SCPPA has completed the evaluation of all proposals submitted, with special consideration to the clarification responses provided, to determine a shortlist.

Unfortunately, **Bidder's** proposal was not selected as for award. Instead, we have included your proposal on SCPPA's backup list in case the short-listed projects do not progress. Please let us know if we may continue keeping your project on our back-up list.

SCPPA appreciates the time and effort it took for your company to submit a proposal to our **Solicitation**. We will contact you if any further action is required from **Bidder**.

QUESTIONS?

Please contact RFPPName@scppa.org with any questions or concerns regarding this message.

Thank you.

Name, et. al:



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
Name of Solicitation

RECOMMENDATION

Thank you for your submittal in response to SCPPA's **RFP Name**. We are notifying you that SCPPA has completed the evaluation of all proposals submitted in strict accordance with the evaluation criteria set forth in the RFP.

We regret to inform you that SCPPA will not be moving forward with **Bidder's** proposal. SCPPA appreciates the time and effort it took to submit this proposal. Please continue to check our website for more opportunities as they become available.

QUESTIONS?

Please contact RFPName@scppa.org with any questions or concerns regarding this message.

Thank you.

SOLICITATION PROCEDURE APPENDIX C

SCPPA Q&A TEMPLATE

For exemplary purposes only. Please use official document.



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

QUESTIONS & ANSWERS RELATED TO
Request for (Proposal/Qualification/Information/Offer): (Insert Name of Solicitation)

1. Question?

RESPONSE: Answer.

2. Question?

RESPONSE: Answer.

3. Question?

RESPONSE: Answer.

4. Question?

RESPONSE: Answer.

5. Question?

RESPONSE: Answer.

6. Question?

RESPONSE: Answer.

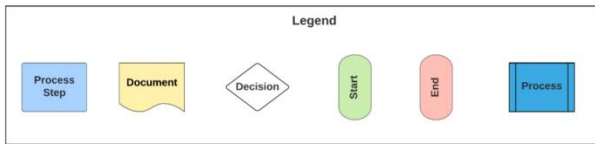
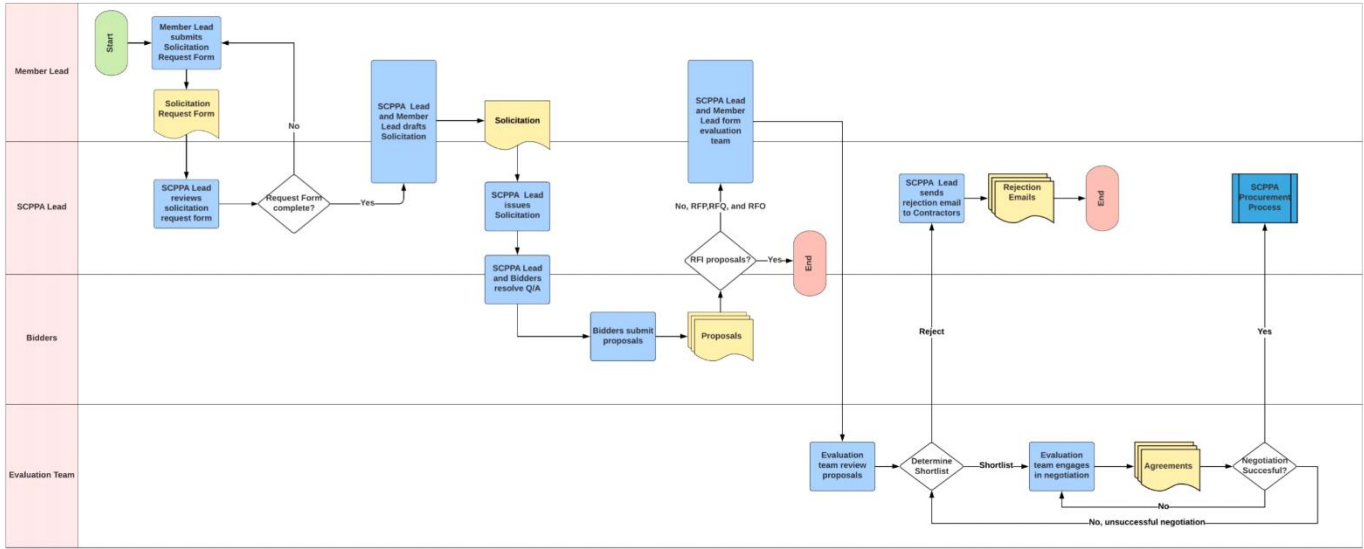
Q&A for (Insert name of Solicitation)

(Insert Month Day, Year of document update)

SOLICITATION PROCEDURE EXHIBIT A

SCPPA SOLICITATION FLOWCHART

Solicitation Process
SCPPA UA | February 3, 2020



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. Consultant 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:

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:

[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.

MASTER GOODS AND SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
[COMPANY NAME]

This MASTER GOODS AND SERVICES AGREEMENT ("Agreement") is entered into and effective [DATE], by and between [COMPANY NAME] ("Contractor"), [TYPE OF FIRM, PLACE OF ORGANIZATION], 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, SCPPA member utilities ("Members") are engaged in the generation, transmission, and of electrical energy to retail customers; and

WHEREAS, SCPPA has a need for professional and technical goods and services 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, 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"), described in Exhibit A attached hereto for itself and its Members to utilize pursuant to one or more task orders ("Task Orders") substantially in the form attached hereto as Exhibit B. The Work provided or performed by Contractor under all Task Orders shall be based upon the price terms listed in Exhibit C, provided that in no event shall the payments to Contractor exceed the designated maximum amount listed in Exhibit C for all Task Orders under this Agreement. Each Task Order shall specify the Work to be provided or performed by Contractor. Each Task Order may also include a cap for all payments for Work performed under such Task Order and a time schedule for completion of the Work. Any Member who 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 Contractor, 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 amendment to the Task Order.
- 2. Independent Contractor:** Contractor is an independent contractor, is not an employee of SCPPA or any Member and neither Contractor nor its employees shall be entitled to any employment benefits or rights from SCPPA or any Member, including, but not limited to, retirement, 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, except as such Authority may be given specifically to Contractor in writing. Contractor may use the services of subcontractors to perform a portion of its obligations under this Agreement. Contractor shall have an affirmative duty to assure that such 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 subcontractors. Subcontractors must be properly licensed to perform the Work. No contractual relationship shall 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. 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.

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.
4. **Amendments:** Amendments to this Agreement may only be made pursuant to a separate writing signed by both Parties.
5. **Payment:** SCPPA shall pay Contractor for Services in accordance with the terms and payment schedule set forth in Exhibit C and the Task Order(s). Each invoice shall include the following:
 - a. Any reference number(s) assigned by SCPPA for invoices under this Agreement.
 - 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 amount of the invoice.

6. **Taxes:** All taxes imposed on Contractor'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 Contractor. Contractor shall be responsible for any taxes or penalties assessed by reason of any claims that Contractor is an employee of SCPPA.
7. **Indemnity:** Contractor shall 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 gross negligence or misconduct of SCPPA, Member, or their respective officers or employees.
8. **Intellectual Property Infringement:** Contractor shall defend, indemnify and hold SCPPA and Members free and harmless from and against any loss, cost and expense that SCPPA or any Participating Members 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. Contractor's obligations under this indemnification are expressly conditioned on the following: (i) SCPPA must notify Contractor of any such claim and (ii) the claim must not arise from modifications to or misuse of the Product by SCPPA, Participating Members. In the event of any such infringement claim, Contractor, 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. Any election made by Contractor pursuant to the provisions of the aforementioned sentence shall not result in any additional costs or liability to SCPPA or the Participating Members.
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) Cyber Security Coverage including technology / professional liability insurance, intellectual property infringement, and data protection liability insurance - Applicability TBD. 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 Contractor or an independent contractor working on behalf of the Contractor 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 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 or cancellation of any existing required coverage, including any extension or renewal of required insurance coverage, or cancellation of any existing required 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 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.
- (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) Contractor shall reimburse SCPPA for all payments made by SCPPA for Services not yet completed, or (ii) if outstanding payments are owed to Contractor, SCPPA shall pay Contractor for all Work 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. Title to Goods and Warranties:

- (a) Title to Goods. The risk of loss and title to goods supplied by Contractor to SCPPA pursuant to the Work Scope shall pass upon delivery to SCPPA, 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.

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.

13. Confidential Information: As used herein, "Customer Data" shall be any and all personal data that describes anything whatsoever about an individual customer of a Member, such as address, employment, contact information, financial transactions, usage history 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 Member, either verbally, in writing, or electronically.

Either Party (as to information disclosed, the "Disclosing Party") may each provide the other (as to information received, the "Receiving Party") with information that it may deem to be "Confidential Information" as herein defined. Confidential Information shall mean any and all: (1) Customer Data provided by SCPPA or a 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. 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 Member Customer contacted by Contractor 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. 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, SCPPA shall 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 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 and any affected Member 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.

If Contractor 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, Contractor 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 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. SCPPA's Right to Inspect Property: 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.

15. 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.

16. Representatives: SCPPA's representative for implementation of this Agreement is [fill in], telephone number (626) 793-9364 Ext. [fill in], fax number (626) 793-9461 and e-mail address is XXXXX@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.

17. 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 16) 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:
[fill in]
1160 Nicole Court
Glendora, CA 91740
(626) 793-9364
XXXX@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.

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.

18. Miscellaneous:

- (a) **Prevailing Wages.** All applicable Work will be required to conform to prevailing wage rates applicable to the location(s) where the Work is performed. Contractor will be required to maintain records of all prevailing wage payments for a minimum of three (3) years from the completion of Work.
- (b) **Assignment.** 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.
- (c) **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
- (d) **Severability.** 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.
- (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.
- (g) **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.

18. Electronic Signatures and Counterparts.

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.

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:

MARY BETH MARTIN
General Counsel

COMPANY NAME

By: _____

[NAME IN ALL CAPS]
[Position/Title]

EXHIBIT A

LIST OF GOOD AND SERVICES
TO BE PROVIDED UNDER THIS AGREEMENT

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

[To Be Completed]

EXHIBIT B

TASK ORDER FORM

**TASK ORDER No.: [Utility-01, or Input Number Sequential
To Prior Task Orders]**

Date: []

Project Description: []

Participating Member(s) (If Applicable): []

Contractor: []

Contractor, SCPPA and the Participating Member(s) (“Participant(s)”) identified above agree that Contractor shall provide the Services specified herein pursuant to the terms and conditions of the Master Goods and Services Agreement (“Agreement”) between SCPPA and Contractor dated [..input Master Goods and Services Agreement date...], except as specifically modified herein.

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 Contractor]

EXAMPLE NAME

Position/Title

Address Line 1

Address Line 2

Email

(000) 000-0000

EXAMPLE NAME

Position/Title

Address Line 1

Address Line 2

Email

(000) 000-0000

Amendment(s) to the Agreement

[Specify or Indicate "None."]

[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:

MARY BETH MARTIN
General Counsel

[COMPANY NAME]

By: _____

[PRINTED NAME IN CAPS]
[Position/Title]

Participant'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 Contractor for work performed on behalf of, or for the benefit of, Participant pursuant to the Agreement.

Participant agrees to indemnify, defend and hold harmless SCPPA and all other SCPPA members for payment for work performed on behalf of, or for the benefit of, Participant. Participant agrees to indemnify, defend and hold harmless SCPPA and all other SCPPA members from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney's fees incurred by SCPPA and all other SCPPA members in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement, except for the gross negligence or willful misconduct of SCPPA or such other SCPPA members, and their officers, agents, representatives or employees.

NAME OF MEMBER (required)

By: _____

[PRINTED NAME IN CAPS]
[General Manager / Utility Director or Designee]

[OR] in the Alternative – if the participant has entered any legally binding agreement and commitment to pay for goods and/or services with SCPPA – the Member should delete the Signature block directly above and retain the check box & sentence below as commitment. The user only needs one of the commitment methods (signature block OR check box).]

Check here if Participant has indicated acknowledgement and agreement to pay for goods and/or services procured under this Task Order through a legally binding form of commitment, as specified below.

[Name of Participation Agreement (If Applicable)]

[Agreement Date]

EXHIBIT C

COMPENSATION SCHEDULE AND HOURLY FEES

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

[To Be Completed]

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

TASK ORDER No.: [Utility-01, or Input Number Sequential To Prior Task Orders]

Date: []

Project Description: []

Participating Member(s) (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 [Agreement Type] (“Agreement”) between SCPPA and Consultant dated [Agreement Effective Date], except as specifically modified herein.

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]

EXAMPLE NAME

Position/Title

Address Line 1

Address Line 2

Email

(000) 000-0000

EXAMPLE NAME

Position/Title

Address Line 1

Address Line 2

Email

(000) 000-0000

Amendment(s) to the Agreement

[Specify or Indicate “None.”]

[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:

MARY BETH MARTIN
General Counsel

and;

NAME OF VENDOR

By: _____

[PRINTED NAME IN CAPS]
[Position/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 work performed for the benefit of, or on behalf of, Participating Member pursuant to the Agreement, 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 or Designee]



Check here if Participating Member has indicated acknowledgement and agreement to pay for goods and/or services procured under this Task Order through a legally binding form of commitment, as specified below.

[.... Your letterhead ...]

[... date ...]

Mr. Michael S. Webster
Executive Director
Southern California Public Power Authority
1160 Nicole Court
Glendora, CA, 91740

Subject: Master Professional Services Agreement dated [. . insert date of agreement . . .]
between SCPPA and [. . .insert name of consultant or vendor...]

Dear Mr. Webster:

[... City ...] (“Participant”) hereby requests that the Southern California Public Power Authority (“SCPPA”) provide services to Participant in accordance with the above-referenced Master Professional Services Agreement (“Agreement”) between SCPPA and [... insert full name of consultant ...] (“Consultant”) and Task Order No. [. . .X . . .] (“Task Order”) dated [. . . insert date of Task Order . . .].

Participant agrees to be responsible for any and all fees, costs and expenses invoiced to SCPPA for work satisfactorily performed by Consultant on behalf of, or for the benefit of, Participant pursuant to the Agreement and the Task Order. The total amount of such fees and expenses shall not exceed [the amount set forth in the Task Order . . .or insert dollar limit].

Participant agrees to indemnify, defend and hold harmless SCPPA and all other SCPPA members for payment for work performed on behalf of, or for the benefit of, Participant. Participant agrees to indemnify, defend and hold harmless SCPPA and all other SCPPA members from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney’s fees incurred by SCPPA and all other SCPPA members in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement, except for the gross negligence or willful misconduct of SCPPA or such other SCPPA members, and their officers, agents, representatives or employees.

Sincerely,

[...Member GM Signature...]