



**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
NOTICE OF REGULAR MEETING
Board of Directors**

NOTICE IS HEREBY GIVEN by the undersigned, as the Executive Director of the Southern California Public Power Authority, that a regular meeting of the Board of Directors is to be held as follows:

Thursday, March 20, 2025

10:00 AM

Southern California Public Power Authority

1160 Nicole Court

Glendora, CA 91740

Any writings or documents provided to the Board of Directors regarding any item on this agenda subsequent to distribution of the agenda packet will be made available for public inspection at SCPPA's Office set forth above, during normal business hours. Members of the public may participate in the meeting in person or via teleconferencing and may also view any documents made available during the meeting, using the following information:

Call

Dial: 888-788-0099
Meeting ID: 923 7238 1802
Passcode: 914368

Meeting

Zoom: [Join Meeting](#)
Meeting Materials: [Access Here](#)

SCPPA, upon request, will provide reasonable accommodation to the disabled to ensure equal access to its meetings. To ensure availability, such request should be made 72 hours in advance of the Meeting by contacting the Authority at (626) 793-9364 or administration@scppa.org during business hours.

The following matters are the business to be transacted and considered by the Board of Directors:

1. NOTICE / AGENDA AND OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Members of the public may address the Board at this time on any item on today's agenda or any other item that is within the subject matter jurisdiction of the Board. Comments from members of the public shall be limited to three (3) minutes unless additional time is approved by the Board. Any member of the Board may request that items on the agenda be taken out of order, or that items be added to the agenda pursuant to the provisions of Section 54954.2(b) of the California Government Code.

2. EXECUTIVE DIRECTOR REPORT

The Executive Director will provide a report on the activities of the Authority since the last Board Meeting.

A. Working Group Update

3. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will all be enacted by one motion. There will be no separate discussion of these items prior to the time the Board votes on the motion, unless one or more Board members, staff, or a member of the public requests that specific items be discussed and/or removed for separate discussion or action.

A. Minutes of the Board of Directors Meeting

- Regular Meeting Minutes: February 20, 2025

B. Receive and File:

1. CY 2024 Q4 Renewables Operating Report
2. Finance Committee Meeting Minutes: February 3, 2025
3. Monthly Investment Report: January 2025
4. SCPA A&G Budget Comparison Report: January 2025
5. Magnolia Power Project Operations Report: February 2025
6. Federal Legislative Report: February 2025

C. Resolution 2025-009

Resolution Establishing Dates and Times for Regular Meetings of the Authority's Board of Directors, where the Meeting Date falls on an Authority Holiday

D. Resolution 2025-010

Approve a Novation Agreement between the Energy Federation, Inc., AM Conservation Group, Inc., and SCPA pertaining to a Master Goods and Services Agreement for Energy Efficiency Services

E. Resolution 2025-011

Approve a Master Goods and Services Agreement with Richard Heath and Associates for Energy Efficiency Audits and Direct Installation Services.

4. GOVERNMENT AFFAIRS REPORT

The Director of Government Affairs will report on regional, state, and/or federal legislative and regulatory activities affecting Southern California public power utilities, including climate change, air quality, wildfire mitigation, renewable energy and traditional energy resources, transportation and building electrification, alternative energy supplies, resource planning, market and utility operations, and joint powers agreements.

A. Federal Issues Update, including APPA Rally/SCPA Fly-In Recap and Tax-Exempt Municipal Bonds

B. State Regulatory Update, including Advanced Clean Fleets

C. State Legislative Update, including recently Introduced Bills

5. **BOARD MEMBER COMMENTS**

A. Opportunity for Board Members to bring up informational items or request that an item be added to a future Board Agenda.

6. **ADJOURNMENT**

Signed by:

Daniel E Garcia

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Daniel E Garcia
Executive Director
Southern California Public Power Authority



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

1160 NICOLE COURT
GLENDORA, CA 91740
(626) 793-9364

WWW.SCPPA.ORG

MEMO

TO: SCPPA Board of Directors
FROM: Daniel E Garcia, Executive Director
DATE: Tuesday, March 11, 2025
RE: Working Group Updates

WORKING GROUP SUMMARY

ASSET MANAGEMENT

The Asset Management Working Group last met on January 23, 2025. The next meeting is scheduled for Thursday, April 24, 2025.

ASSISTANT GENERAL MANAGER (AGM)

The AGM Working Group last met on January 22, 2025. The next meeting is scheduled for Wednesday, April 23, 2025.

CUSTOMER PROGRAMS

The Customer Programs Working Group met on February 5, 2025, where they discussed several upcoming industry conferences including the SCPPA Open House. The group also reviewed initial results of the annual Energy Efficiency SB1037 Report and discussed some of the issues that the portfolio is experiencing due to the recent updates. The group was reminded again to submit their data by February 18th to ensure the report is finalized before the March 15th deadline. Additionally, the group discussed upcoming expiring contracts, and new RFPs, while exploring ways SCPPA could offer support.

CYBERSECURITY

The Cybersecurity Working Group (CWG) did not meet this month as they are currently meeting on an ad-hoc basis. SCPPA has reached out to the CWG the last couple of months for updated contacts and representatives from the interested SCPPA Members. A couple of documents have been shared with the CWG regarding the guidelines for the group and the designation of representation for each Participating Member. SCPPA encourages the CWG to review each of the documents, to assign a primary and secondary point of contact, and to make sure their General Manager executes the Non-Disclosure Agreement so that meetings can be scheduled.

DEMAND RESPONSE & REDUCTION SUB-WORKING GROUP (DRRWG)

This working group meets on an ad hoc basis. No meeting is currently scheduled.

FINANCIAL INCENTIVES and RATES

The Financial Incentives and Rates Working Group (FIRWG) met on February 25, 2025, and received a presentation from LADWP on Cogeneration Rates versus Standard Commercial Rates. The presentation was well received and sparked a robust discussion. The group also covered recent member developments and the new rate studies they are currently working on.

The Financial Incentives and Rates Working Group (FIRWG) met on March 25, 2025.

HYDROGEN & OTHER EMERGING TECHNOLOGIES

This working group meets on an ad hoc basis. No meeting is currently scheduled.

KEY ACCOUNTS

This group meets on an ad hoc basis, and a future meeting is currently not scheduled.

LEGAL

The Legal Working Group will meet quarterly throughout 2025, with the first meeting to be held on March 27, 2025.

LEGISLATIVE

The Legislative Working Group (RWG) met on February 19th and March 6th.

The LWG discussed federal issues, including the formation of the new National Energy Dominance Council, President Trump's Unleashing American Energy executive order, and the House's budget resolution that targets \$2 trillion in spending cuts (which could include the repeal of tax-exempt municipal bonds and energy tax credits).

The LWG also discussed preparation for the APPA Rally/SCPPA Fly-in in Washington, D.C., which took place at the end of February and included 12 SCPPA-scheduled meetings. Most notably, SCPPA met with senior staff at the U.S. Treasury Department and majority staff at the House Ways and Means Committee to discuss the importance of protecting tax-exempt municipal bonds. In response to these meetings, the LWG is coordinating with the Finances Committee to develop a letter to Congress and the Treasury that more specifically describes the effect repealing tax-exempt municipal bonds would have on POU customer costs.

On state legislation, the LWG discussed recently introduced bills related to battery storage setbacks, copper theft, cap and trade reauthorization (spot bills), the Pathways Initiative, funding for the Clean Energy Reliability Investment Plan, supply chain and manufacturing, ratepayer protection, data centers, and transportation electrification.

Some members of the LWG are traveling to Sacramento on March 14th for a POU 101 presentation to state legislative staff. This event - which also includes stakeholders from CMUA and NCPA - was initiated by SCPPA as a result of our strategic planning meeting in December.

The next LWG meeting will be held on March 19th.

MUTUAL ASSISTANCE

The Mutual Assistance Subworking Group (MASG) met on March 4th. The MASG will discuss and identify steps to update the Mutual Aid Playbook. In addition to updating the Playbook, the Group will discuss any recent Mutual Assistance request that may have taken place in February.

The next meeting will be April 1st.

NATURAL GAS

The Natural Gas Working Group last met on January 28, 2025. The next meeting is scheduled for Tuesday, April 22, 2025.

PREPAY

A future meeting is currently not scheduled for the Prepay Working Group. Majority of the members of this Group are moving forward with working on a new energy prepay transaction and will be meeting in a separate working group for the transaction. Prepay Working Group meetings will be scheduled in the future on an as needed basis.

REGULATORY

The Regulatory Working Group (RWG) met on February 19th and March 6th.

The RWG discussed matters at the California Air Resources Board (CARB) including Advanced Clean Fleets (ACF) rule engagement, updates to the Cap-and-Trade program, and SB 1075 hydrogen analysis; the California Energy Commission (CEC) including recent funding program freezes, Solar for All program development, Power Source Disclosure Program adoption, and CEC/POU Summit planning; the State Water Resources Control Board's (SWRCB) Utility Wildfire General Order; the West-Wide Governance Pathways Initiative updates; and CalETC board meeting updates.

The next RWG meeting will be held on March 19th.

RENEWABLES

The Renewables Working Group (ReWG) met on February 18th. The ReWG discussed the ongoing 9 developing projects and their status. The 2025 Q1/Q2 Renewables Energy Resources and Energy Storage Solutions RFP was released on February 14. We expect developers to submit their proposals based on the release of the new RFP.

The next ReWG meeting will be on March 18th.

RESOURCE PLANNING

The Resource Planning Working Group (RPWG) met on March 6th. The RPWG will discuss updates from Governmental Affairs, Transmission, and the industry on market trends. Along with the updates, the RPWG will discuss the Standalone Storage RFP.

The next RPWG will be on April 3rd.

RISK MANAGEMENT

The Risk Management Working Group (RMWG) met on March 5th. During the meeting, the Group recommended renewing an agreement with outside counsel for legal services, as needed, related to energy risk matters. The Group also revisited the discussion regarding the Power Forecasting Subscription, which is set to expire in December 2025. The Group provided their insights on alternative options and the Group expressed interest in receiving demos of these alternatives. Additionally, the Group finalized the 2025 RMWG Charter.

The next meeting is scheduled for April 2, 2025.

SAFETY

The Safety Working Group (SWG) did not meet this month. SWG continues to only meet on an ad-hoc basis.

TRANSPORTATION ELECTRIFICATION

The Transportation Electrification Working Group convened on February 12, 2025, to discuss the outcomes of the CFI Grant Round 2 application. Unfortunately, SCPPA was not selected, and the group is currently awaiting clarification from DOE on the reasons behind this decision. In addition to this, the group reviewed upcoming industry events, including the SCPPA Open House. A presentation from Electric Car Insider highlighted their EV ride-and-drive events and new EV education program, which was well received by attendees. The group also received updates from the Government Affairs team on several key initiatives, including the ZIP Program, Advanced Clean Fleets, and CalETC.

The next Transportation Electrification Working Group is scheduled for Wednesday, March 12, 2025.

TRANSMISSION & DISTRIBUTION ENGINEERING & OPERATIONS (TDE&O)

The Transmission Distribution Engineering & Operation (TDE&O) Working Group (TDE&O WG) met on March 4th. The TDE&O Group will receive a presentation from Burbank on their Golden State Substation rebuild. Along with the presentation, the TDE&O WG expects to discuss new updates from Legislative and Regulatory, Wildfire Mitigation, and System Reliability Benchmark for this year.

RECURRING/ROLLING SOLICITATIONS:

NAME: Request for Proposals: 2025 Q1/Q2 SCPPA Renewable Energy Resources and Energy Storage Solutions

WORKING GROUP: Renewables

ISSUE DATE: February 14, 2025 **CLOSE DATE:** June 30, 2025

DESCRIPTION:

SCPPA's semi-annual rolling RFP to solicit proposals from developers for renewable resources with or without energy storage (Solar, Wind, Geothermal, Biomass, and Small Hydro) utilizing the Inflation Reduction Act to meet Members' IRP and RPS goals.

UPCOMING/RECENT SOLICITATIONS (NEW/CONTINUED SERVICES):

NAME: Request for Proposals: 2025 Stand-Alone Energy Storage Systems

WORKING GROUP: Resource Planning

ISSUE DATE: March 11, 2025 **CLOSE DATE:** June 30, 2025

DESCRIPTION:

SCPPA Members seek Stand-Alone Energy Storage Systems (ESS) to support Members' procurement of renewable resources in meeting their Renewable Portfolio Standards (RPS) and procurement targets regarding Assembly Bill (AB) 2514. This RFP seeks proposals for stand-alone ESS in areas relevant to SCPPA Members' territories (CAISO Balancing Authority (BA), IID BA, and at specific locations within the LADWP BA system).

NAME: Request for Proposals (RFP): Mead-Adelanto Project (MAP) High-Voltage Direct Current (HVDC) Upgrade - Feasibility Study

DEPARTMENT: Asset Management

ISSUE DATE: August 2, 2024 **CLOSE DATE:** September 4, 2024

DESCRIPTION:

SCPPA issued an RFP to solicit competitive proposals from qualified respondents for a Technical Consultant to conduct a feasibility analysis for a potential Mead-Adelanto Project (MAP) High-Voltage Direct Current (HVDC) Upgrade.

NAME: Request for Proposals (RFP): Energy Efficiency Direct Install and Audit Services

DEPARTMENT: Programs Development

ISSUE DATE: December 4, 2024 **CLOSE DATE:** January 10, 2025

DESCRIPTION:

SCPPA issued an RFP to solicit competitive proposals from qualified respondents to provide Energy Efficiency Audits and the Direct Install of Energy Efficient products.

NAME: Request for Proposals (RFP): Electric Vehicle Charging Station Back Office Network Management and Support Services

DEPARTMENT: Programs Development

ISSUE DATE: February 12, 2025 **CLOSE DATE:** March 7, 2025

DESCRIPTION:

SCPPA issued an RFP to solicit competitive proposals from qualified respondents to provide Electric Vehicle Charging Station Back Office Network Management and Support Services

NON-BOARD APPROVED CONTRACT EXTENSIONS:

None at this moment.

Signed by:

Daniel E Garcia

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Daniel E Garcia, Executive Director
Southern California Public Power Authority



MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

A regular meeting of the Board of Directors was held on **February 20, 2025**, at Southern California Public Power Authority, 1160 Nicole Court, Glendora, CA 91740.

The meeting was called to order at **10:00 AM** by the Board President, Tikan Singh. Daniel Garcia, Executive Director, went through the emergency safety protocols for the in-person meeting participants. Mr. Singh went through the web conference protocol. Ms. Salpi Ortiz took attendance.

The following Board Members (B) or Alternates (A) were present:

Anaheim: Dukku Lee (B)
Azusa: Tikan Singh (B)
Banning: Jim Steffens (B)
Burbank: Mandip Samra (B)
Cerritos: Sergio Huizar (A)
Colton: Charles Berry (B)
Glendale: Manny Robledo (B)
IID:
LADWP:
Pasadena: Kelly Nguyen (A)
Riverside: Tracy Sato (A)
Vernon: Todd Dusenberry (B)

1. NOTICE/AGENDA AND OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Mr. Singh noted that the meeting was noticed and posted as required under the Brown Act. Mr. Singh invited comments from the public. There were no public comments.

2. BOARD OFFICER ELECTIONS

President

Mr. Singh opened the nominations for SCPPA President. Mr. Dukku Lee nominated Mr. Todd Dusenberry for Board President, with Mr. Dusenberry's term to take effect on February 20th, 2025. With no other nominations, Mr. Singh closed the nominations and declared Mr. Dusenberry to be the new Board President.

First Vice President

Mr. Singh opened the nominations for SCPPA First Vice President. Mr. Dusenberry nominated Mr. Singh for Board First Vice President, with Mr. Singh's term to take effect on February 20th, 2025. With no other nominations, Mr. Singh closed the nominations and announced that he would be the new First Vice President of the Board.

Second Vice President

Mr. Singh opened the nominations for SCPPA Second Vice President. Mr. Dusenberry nominated Mr. Lee for Board Second Vice President, with Mr. Lee's term to take effect on February 20th, 2025. With no other nominations, Mr. Singh closed the nominations and declared Mr. Lee to be SCPPA's Second Vice President of the Board.

Assistant Secretaries and Treasurer/Auditor

Mr. Singh noted that there is no need to elect a Secretary of the Board, because the SCPPA Bylaws provided that the General Manager of LADWP is deemed appointed to that office each year, requested nominations for the Assistant Secretaries and Treasurer/ Auditor of the Board. Manny Robledo, Glendale Water & Power, moved to appoint Mr. Danny Garcia to serve as Treasurer/ Auditor and for Mr. Garcia and Mr. Peter Huynh to serve Assistant Secretaries of the Authority, with such term to take effect on February 20, 2025.

Moved by: Manny Robledo, *Glendale Water & Power*

Seconded: Tikan Singh, *Azusa Light & Water*

Ms. Ortiz took a Roll Call vote:

	Yes	No	Present, Not Voting	Absent
Anaheim	X			
Azusa	X			
Banning	X			
Burbank	X			
Cerritos	X			
Colton	X			
Glendale	X			
IID				X
LADWP				X
Pasadena	X			
Riverside	X			
Vernon	X			

3. EXECUTIVE DIRECTOR REPORT

A. Working Group Update

Mr. Garcia provided an update on the upcoming APPA Legislative Rally, which he and members of SCPPA's senior management team will be attending the following week. He noted that he will return on Thursday, February 27, 2025.

Mr. Garcia reported that SCPPA has issued a Request for Proposals (RFP) for renewable and renewable plus storage projects for Q1 and Q2 of 2025. He thanked the Board and staff for submitting comments on the RFP. He reminded the Board that the deadline for responses is June 30, 2025, and directed them to the SCPPA website for any questions.

Mr. Garcia announced SCPPA's Open House on March 19, 2025, and SCPPA Annual Conference scheduled for Tuesday, October 28, 2025, which will mark SCPPA's 45th anniversary. Board members noted conflicts with city council meetings on Tuesday, October 28, 2025. Mr. Garcia and the SCPPA team stated that they will look into selecting a new date to accommodate Board members.

4. CONSENT CALENDAR

A. Minutes of the Board of Directors Meeting

- Special Meeting Minutes: January 30, 2025

B. Receive and File:

1. Finance Committee Meeting Minutes: January 6, 2025
2. Monthly Investment Report: December 2024
3. Quarterly Investment Report: December 2024
4. SCPPA A&G Budget Comparison Report: December 2024
5. Palo Verde Nuclear Generating Station Status Report: December 2024
6. Magnolia Power Project Operations Report: January 2025
7. Federal Legislative Report: January 2025

Moved by: Dukku Lee, *Anaheim Public Utilities*

Seconded: Charles Berry, *Colton Electric Utility*

Ms. Ortiz took a Roll Call vote:

	Yes	No	Present, Not Voting	Absent
Anaheim	X			
Azusa	X			
Banning	X			
Burbank	X			
Cerritos	X			
Colton	X			
Glendale	X			

<i>IID</i>				X
<i>LADWP</i>				X
<i>Pasadena</i>	X			
<i>Riverside</i>	X			
<i>Vernon</i>	X			

5. CHIEF FINANCIAL & ADMINISTRATIVE OFFICER REPORT

A. Resolution 2025-007

Canyon Power Project Bond Refunding – Initial Authorizing Resolution

Ms. Aileen Ma presented Resolution 2025-007 for consideration and approval.

Moved by: Dukku Lee, *Anaheim Public Utilities*

Seconded: Manny Robledo, *Glendale Water & Power*

Ms. Ortiz took a Roll Call vote:

	Yes	No	Present, Not Voting	Absent
<i>Anaheim</i>	X			
<i>Azusa</i>	X			
<i>Banning</i>	X			
<i>Burbank</i>	X			
<i>Cerritos</i>	X			
<i>Colton</i>	X			
<i>Glendale</i>	X			
<i>IID</i>				X
<i>LADWP</i>				X
<i>Pasadena</i>	X			
<i>Riverside</i>	X			
<i>Vernon</i>	X			

Item 6 was deferred until after item 7A to allow the speaker to arrive.

7. GOVERNMENT AFFAIRS REPORT

A. Resolution 2025-008

Adoption of Annual Update to SCPA's Guiding Policy Principles for Legislative and Regulatory Activities continue annual fee adjustments for the extended term, and increase the not-to-exceed amount

Mr. De Bernardo presented Resolution 2025-008 to the Board for consideration and approval.

Moved by: Manny Robledo, *Glendale Water & Power*

Seconded: Jim Steffens, *Banning Electric Utility*

Ms. Ortiz took a Roll Call vote:

	Yes	No	Present, Not Voting	Absent
Anaheim	X			
Azusa	X			
Banning	X			
Burbank	X			
Cerritos	X			
Colton	X			
Glendale				
IID				X
LADWP				X
Pasadena	X			
Riverside	X			
Vernon	X			

6. PROJECT DEVELOPMENT REPORT

Mr. Randy Krager introduced Mr. Jan Smutny-Jones from the Independent Energy Producers Association, who presented on the impact of federal policy and current market conditions on the development and operation of energy projects. The Board asked questions following the presentation.

7. GOVERNMENT AFFAIRS REPORT

B. State Legislative Update, Including Advanced Clean Fleets

Mr. De Bernardo provided a state legislative update, including information on advanced clean fleets and the House Budget Resolution, which establishes a budget blueprint as the first step in the budget reconciliation process and proposes \$2 trillion in spending cuts. Mr. De Bernardo shared a list of the members that will be attending the APPA legislative rally and gave an overview of the issues that SCPPA will be focusing on.

C. State Regulatory Update, Including Capitol Day Recap and 2025 Bill Introduction Update

Mr. De Bernardo presented a State Regulatory Update, including a Capitol Day Recap and 2025 Bill Introduction Update.

D. Federal Issues Update, Including update on APPA Federal Rally/SCPPA Fly-in (February 24-26)

Mr. De Bernardo provided a federal issues update, including details on the APPA Federal Rally/SCPPA Fly-In scheduled for February 24-26. Mr. Chris Kearney, SCPPA consultant, added additional updates on federal issues, including on the National Energy Dominance Council's February 14th Executive Order and addressed questions from the Board.

Ms. Sabrina Barber, IID, requested a copy of a referenced Net Energy Metering report on legacy costs; Mr. De Bernardo will provide it.

Mr. Lee requested that SCPPA prepare a letter to EDF expressing SCPPA's concerns with the termination of the Power Purchase Agreement between EDF and SCPPA for the Sapphire Solar and Storage project. Mr. Lee stated that he would like to explore options going forward to ensure that developers have skin in the game and cannot walk without penalty if they determine a project is uneconomic. Mr. Dusenberry agreed with Mr. Lee's concerns and the need for alternatives. He remarked on the lost opportunity and time spent negotiating the Sapphire transaction with EDF.

8. BOARD MEMBER COMMENTS

A. Opportunity for Board Members to bring up informational items or request that an item be added to a future Board Agenda.

Mr. Dusenberry stated that Vernon aims to complete a prepay transaction by July 1, 2025, which would require SCPPA to hold a meeting in June. The Board discussed potential options for scheduling a regular meeting that month.

9. CLOSED SESSION

- A. Conference with Legal Counsel – Potential Litigation pursuant to paragraph (2) of subdivision (d) of California Government Code Section 54956.9 (One potential case)**
- B. Conference with Legal Counsel – Existing Litigation: *James Eric Taylor v. Imperial Irrigation District, et al.*, Imperial County Superior Court Case No. ECU003914**
- C. Public Employment – Attorneys**

The Board entered closed session at 12:02 p.m.

10. REPORT OUT OF CLOSED SESSION

The Board reconvened in Open Session at 12:15. Ms. Godinez reported out on item 9C that the Board approved an amendment to an existing Legal Services Agreement with Orrick, Herrington & Sutcliff LLP who serve as special tax counsel for SCPPA for a proposed energy prepayment transaction.

11. ADJOURNMENT

Mr. Dusenberry adjourned the meeting at 12:21 p.m.

Respectfully Submitted,

Daniel E Garcia
Executive Director

DRAFT



Renewable Project Q4 Performance Report

Prepared by:
Guadalupe Robles
Senior Utility Analyst

January 20, 2025

**For The Period Beginning
October 2024 - December 2024**



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TIETON SMALL HYDRO



Location: 40 miles west of Yakima, WA

Type: Hydro

Acquisition: 30-Nov-09

Capacity (MWs): 13.6

Term: Permanent Ownership

Participants:	%	MW _s
Burbank	50%	6.80
Glendale	50%	6.80
	100%	13.60



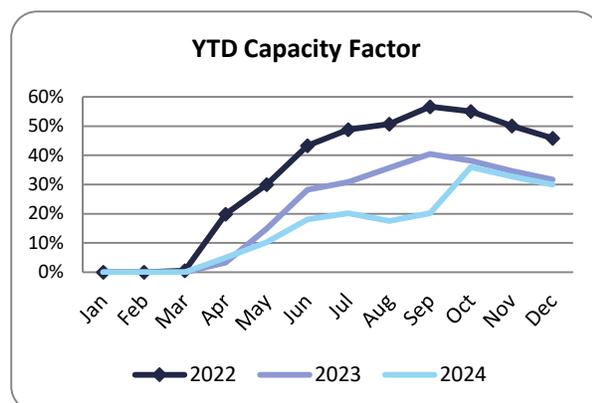
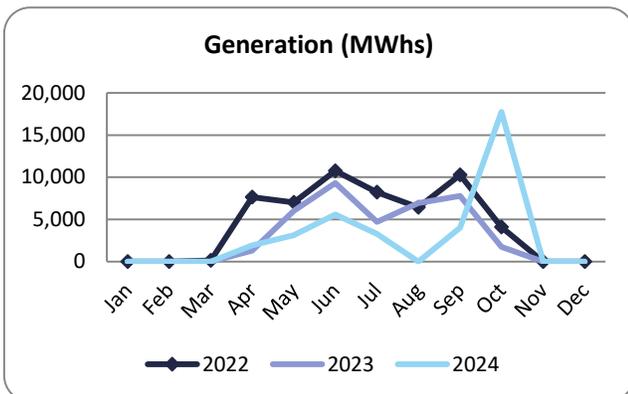
Operations Notes:

In October, mechanical and electrical lockout/tag outs (LOTO) were initiated for the outage season. Temporary generator heaters were installed, and preparations for as-found testing were made. Annual crane and hoist inspections found no issues. Generator terminations for Unit 1 and Unit 2 were disconnected for electrical testing. Materials were staged, and winter-weather equipment was prepared.

In November, new primary and backup SSD servers were installed. Engineering conducted electrical testing on generator circuit breakers and DC battery banks/chargers. During the operating season, a jet valve has intermittent power loss, attributed to two DC power supplies. The old wiring was replaced with color-coordinating wiring, and a secondary USB limit switches and a cycling relay for hydraulic pumps were installed for offseason operation.

In December, Unit 2 Turbine Isolation Valve had a stick jammed, tearing the rubber seal. A spear seal was installed and new seals were ordered. Corroded penstock pressure transducer pipping was replaced with a stainless pipe. Inspections of Unit 2's scroll case, wicket gate and stay vane were completed. The Emergency Diesel Generator battery failed, overheating the maintainer. A new battery and charger were installed, and the generator was retested.

YTD NCF closed the period at 15%, a decline of 17% from 2023.



CHIQUITA CANYON



Location: Valencia, CA
Type: Landfill Gas
COD: 1-Nov-10
Capacity (MWs): 7.8 (net)
Term: 20 years

Participants:	%	MW _s
Burbank	17%	1.30
Pasadena	83%	6.50
	<u>100%</u>	<u>7.80</u>

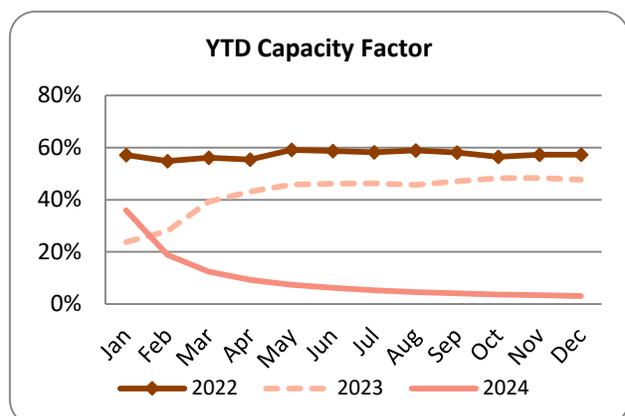
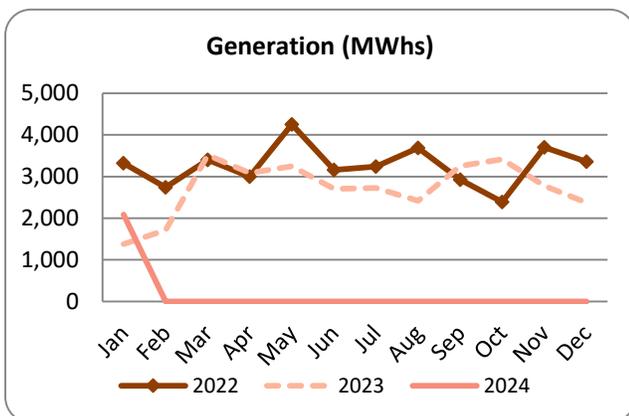


Operations Notes:

SCPPA received a Force Majeure notice from Ameresco, the project operator, on February 22, 2024. In the notice, they cite the reason for the shut down as a subsurface chemical reaction in the existing landfill that has decreased the amount of available methane and increased the amount of water vapor in the landfill gas and therefore changed the composition of the sulfur compound in the landfill from Hydrogen Sulfide to Dimethyl Sulfide. The facility is not designed to treat or remove Dimethyl Sulfide and as such, the Dimethyl Sulfide passes through the facility and is emitted into the atmosphere rendering the facility out of compliance with its current air permit.

Based on conversations between SCPPA, the Project Participants, and Ameresco, PPA payments for FY 24-25 and FY 25-26 have been reduced to zero, but will be revised once the project is able to restart.

As a result of the shutdown and Force Majeure, generation has been significantly impacted. YTD NCF dipped from 48% during the same period last year to 3% for the current period.



PUENTE HILLS



Location: City of Industry, CA

Type: Landfill Gas

COD: 1-Jan-17 (start of SCPPA deliveries)

Capacity (MWs): 41.5

Term: 10 years

Participants:	%	MWs
Banning	23.2558%	9.65
Colton	23.2558%	9.65
Pasadena	30.2326%	12.55
Vernon	23.2558%	9.65
	100%	41.50

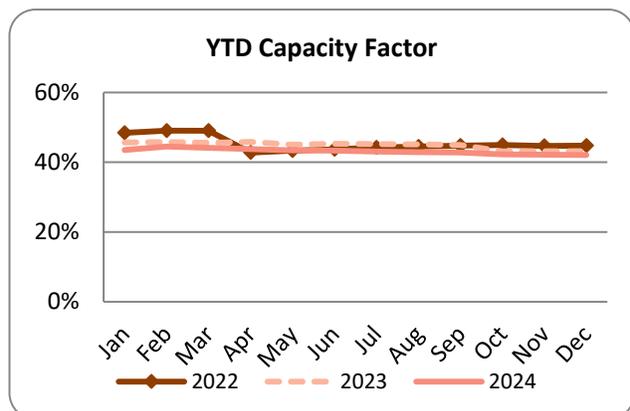
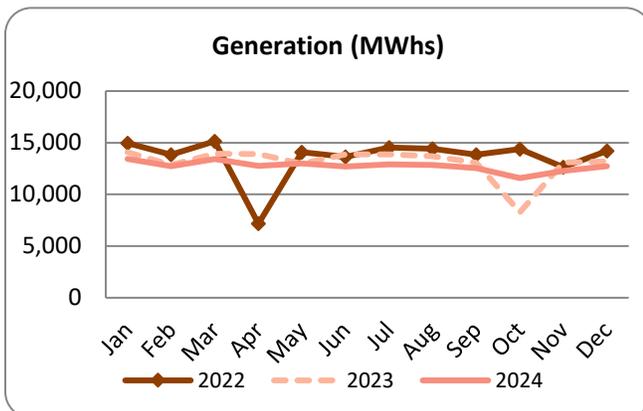


Operations Notes:

The PERG facility operated at 99% availability during the period. There were two unplanned plant outages during the quarter.

On October 20, a boiler was shut down for air preheater repairs, redirecting all landfill gas to another boiler. During this transition a trip of the steam turbine and generator occurred. A subsequent inspection revealed significant damage to the air preheater elements. The total downtime for the boiler was 12 days.

YTD generation is just slightly below last year's figures and YTD NCF closed the period at 42%, a 1% dip compared to the same period last year.



CASA DIABLO IV



Location: Mono County, CA

Type: Geothermal

COD: 14-Jul-22

Capacity (MWs): 16

Term: 25 years

Participants:	%	MW _s
Colton	100%	16.0
	100%	16.0

Operations Notes:

Casa Diablo IV is a 30 MW net capacity geothermal facility located in Mono County, California. SCPPA, on behalf of the City of Colton, entered into a 25-year Power Purchase Agreement for a 16 MW share of the facility.

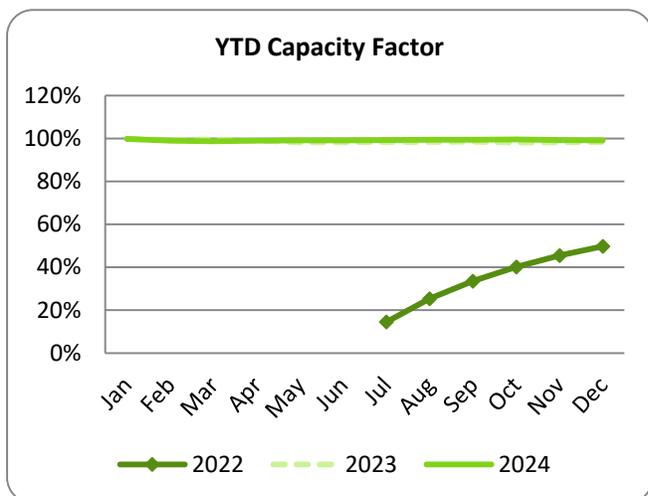
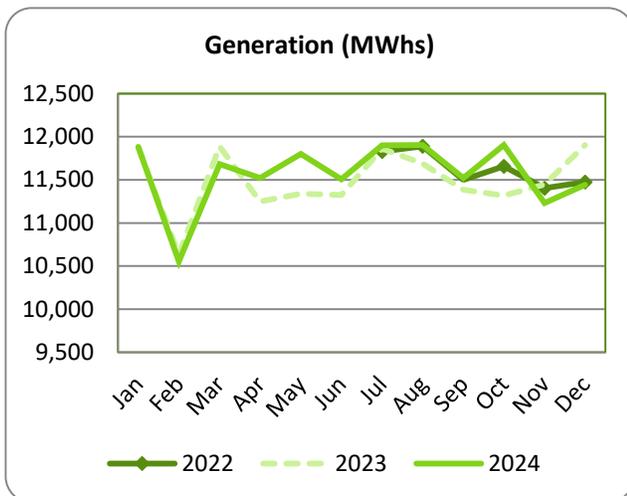


Generation during October was 14.2% above forecast. The facility had overall normal operations with no downtime or equipment performance to report. Availability closed for the month at 100%.

November generation finished at 8.6% below forecast due to decreased generation for 13 hours for a planned outage and 5 hour plant offline due to Safety PLC fault. Availability closed at 97%.

December generation closed at 5.6% below forecast due to cumulative downtime of 66 hours for turbine fault and transmission line curtailments. Availability closed at 99%.

YTD NCF at the facility closed at 99% with generation nearly identical to the same period in 2023.



Location: Inyo County, CA
Type: Geothermal
DCD: 1-Jan-22

Capacity (MWs): 17.8

Term: 20 years

Participants:	%	MW _s
Banning	45%	8.01
Riverside	55%	9.79
Pasadena	0%	0.00
	100%	17.8



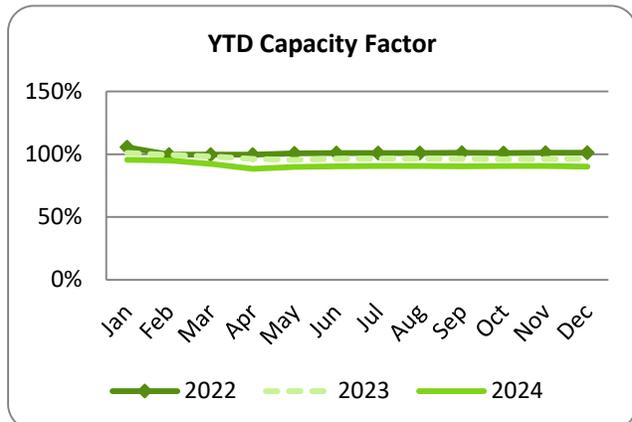
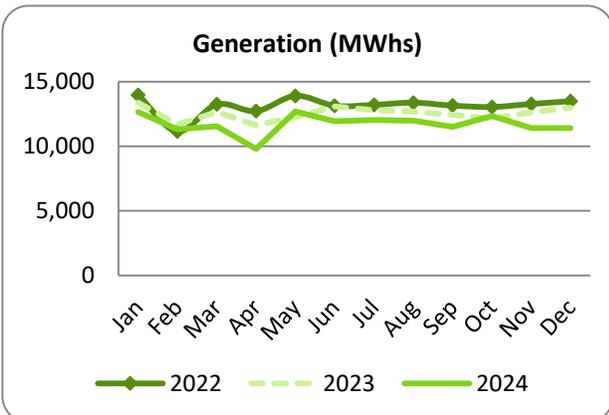
Operations Notes:

In October numerous repairs and replacements at Navy I and at Navy II were made at the facility. Additionally, ongoing road repair was completed and repair to a generation feed pump. Availability for the month finished at 99.2%, and capacity factor for the month was 88.2%.

In November numerous repairs and replacements were made at the facility. Navy 1 has an unplanned 17 hours outage due to heavy rain that caused arcing at the substation. Availability closed at 96.7% and net capacity factor again closed at 79.8%.

Numerous repairs and replacements were made at the facility during December, including hydro blast cleaning of gas line, cleanout and repairs on Reboiler, repaired carbon bed drain line, cooling tower fan breaker and oil leak repair. Availability closed at 97.5% for the month with net capacity factor of 83.2%.

YTD generation is approximately 2,600 MWhs lower than the third period last year, and NCF finished the period at 90%, a 6% decline from September 2023.



HEBER-1



Location: Heber, CA

Type: Geothermal

COD: 2-Feb-16 (SCPPA deliveries began)

Capacity (MWs): 62.5

Term: 10 years

Participants:	%	MW _s
IID	22%	13.75
LADWP	78%	48.75
	100%	62.5



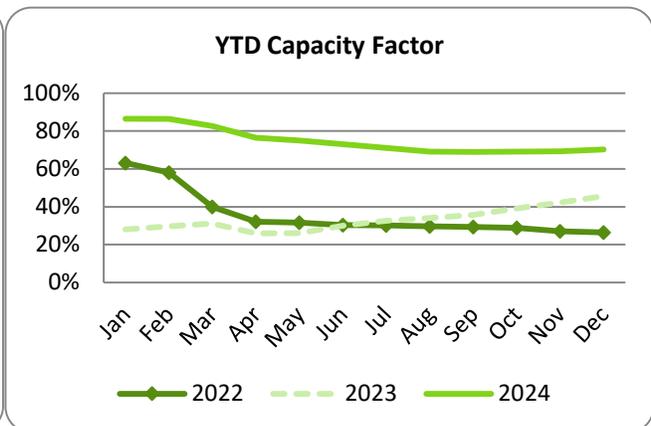
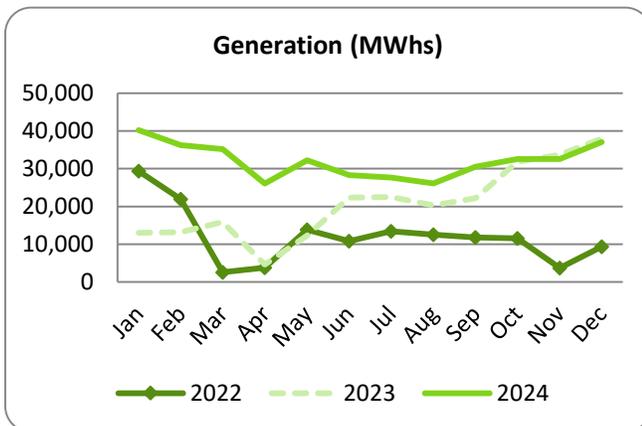
Operations Notes:

October generation finished at 3.3% below forecast due to 11 hours of down time to 8 MWhs due to an outage. Despite the down time, there were no other operational impacts and availability closed for the month at 100%.

November generation at the facility was 4.2% below forecast due to 122 hours of down time and due to inlet header leak and curtailments. Availability closed for the month at 97%.

Production in December generation finished at 1.2 above forecast. Normal plant operations for the month with no down time or equipment performance reported. Availability closed for the month at 100%.

YTD generation is over 134,800 MWhs higher and YTD NCF climbed 25% compared to the same period last year.



DON A. CAMPBELL 1



Location: Mineral County, NV
Type: Geothermal
COD: 1-Jan-14
Capacity (MWs): 25
Term: 20 years

Participants:	%	MWs
Burbank	15%	3.85
LADWP	85%	21.16
	100%	25



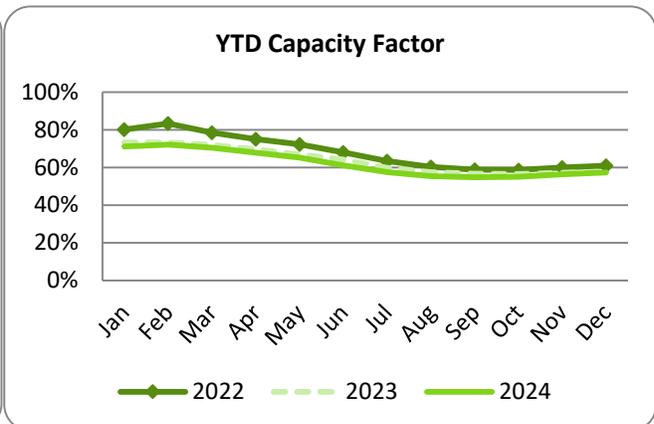
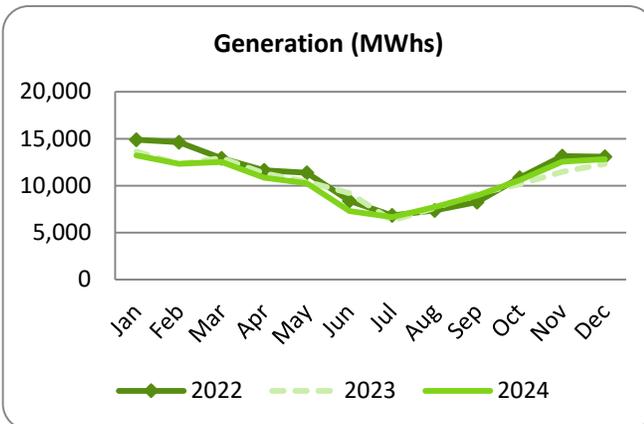
Operations Notes:

October generation was 4.3% above forecast. Minor downtime of 14 hours due to a power fuse down. Operations were normal with availability closing at 98%.

November generation was 6.1% above forecast with 100% availability. Overall plant performance was stable with no down time or equipment performance reported. Availability closed at 10%.

Generation in December finished at 4.3% below forecasted numbers with overall plant performance stable and minor downtime of 6 hours due to unit reset. Availability closed at 99%.

YTD NCF showed a 1% decrease compared to the same period last year of 2023.



DON A. CAMPBELL 2



Location: Mineral County, NV

Type: Geothermal

COD: 17-Sep-15

Capacity (MWs): 25

Term: 20 years

Participants:	%	MW _s
LADWP	100%	25.0
	100%	25

Operations Notes:

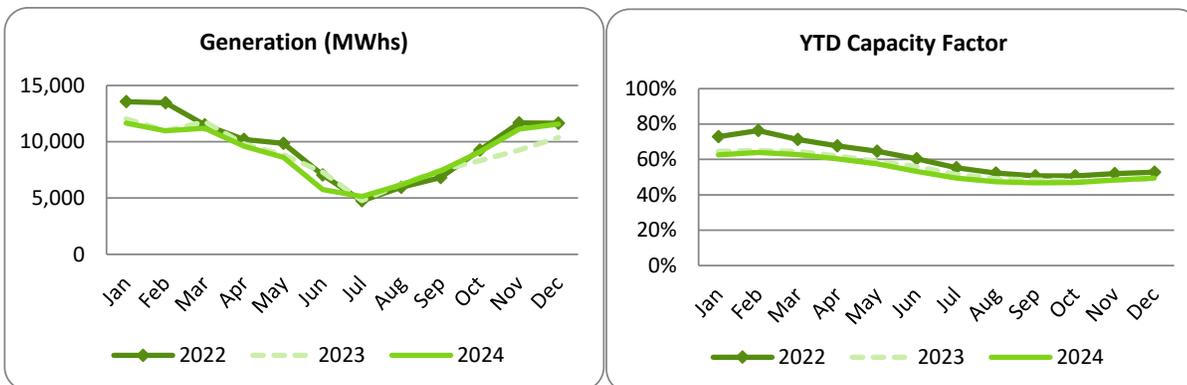
Plant generation in October was 5.6% below forecast. Overall plant performance was normal with 15 hours of downtime due to a blown power fuse. Monthly availability closed at 98%.



November performance was 2.9% below forecast. The overall plant performance was stable with minor downtime. Monthly availability closed at 100%.

December generation finished at 9.8% below forecast. Overall plant performance was stable with 36 hours down time for resource testing. Monthly availability closed at 100%.

YTD NCF was 49% the same as the period last year of 2023.



Northern Nevada Geothermal Portfolio



Location: Churchill & Washoe County, NV

Type: Geothermal

COD: 1-Dec-17

Capacity (MWs)*: 168.65

Term: 25 years

Participants:	%	MW
LADWP	100%	168.65
	100%	168.65



Operations Notes:

The McGinness Hills facilities overall plant performance was stable with minor downtime. For the third period, total downtime was approximately 14 hours due to bad fuse, scheduled outages and curtailments by NV Energy. The YTD generation ended at 8.1% below forecast while maintaining 100% commercial availability for the period.

The Steamboat Hills Facility operated normally during the third period. In November a nearby wildfire caused OEC 51 & OEC 52 down for 15.6 hours. By December normal operations resumed. Generation finished the period a 1% below forecast with availability closing at 99% YTD.

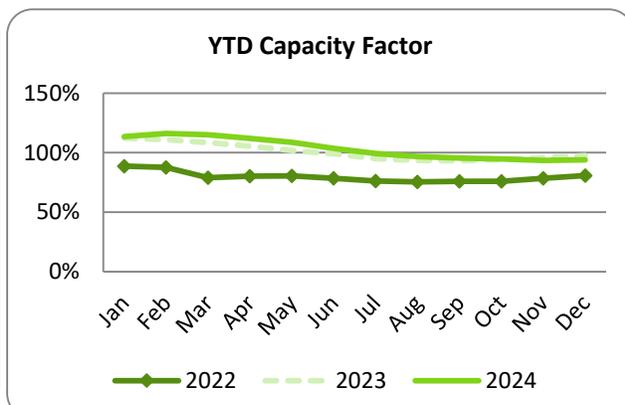
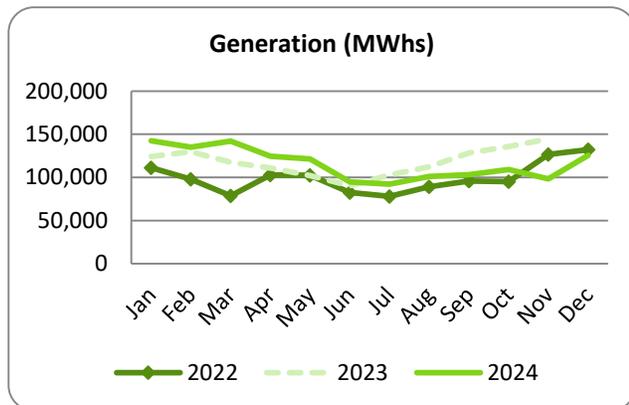
SB2-3 operated 12.5% above forecasted expectations for the period. The third period ended with stable overall plant performance no downtime. Commercial availability closed at 96% YTD.

The Brady facility overall plant performance was stable with minor down for the period. On October & December approximately 22 hours of total downtime was reported due to valve failures and NV Energy line maintenance. Commercial availability closed at 99% YTD.

Tungsten Mountain facility overall plant performance was stable. For November, OEC 2 was offline for 6.5 hours losing 15.8 MWhs due to I/O failure. Generator finished at 1.7% below the forecast, and YTD availability closing at 100%.

Operations at the Galena 2 facility were normal for the period with ambient temperatures higher than anticipated. Overall plant performance was stable with no downtime. YTD generation was 23% above the forecast and YTD availability closing at 98%.

Overall YTD NCF closed at 94% a 3% dip from the same time last year.



* Capacity increases with each development period. Max capacity is capped at 185 MW.

ORMESA



Location: Imperial County, CA

Type: Geothermal

COD: 1-Jan-18

Capacity (MWs): 35

Term: 25 years

Participants:	%	MW _s
IID	14%	5.0
LADWP	86%	30.0
	100%	35.0



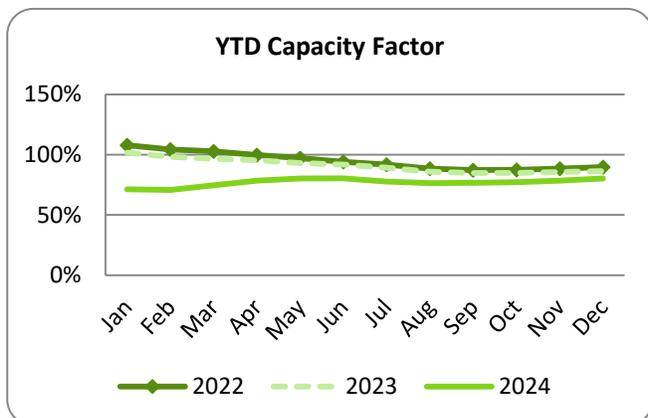
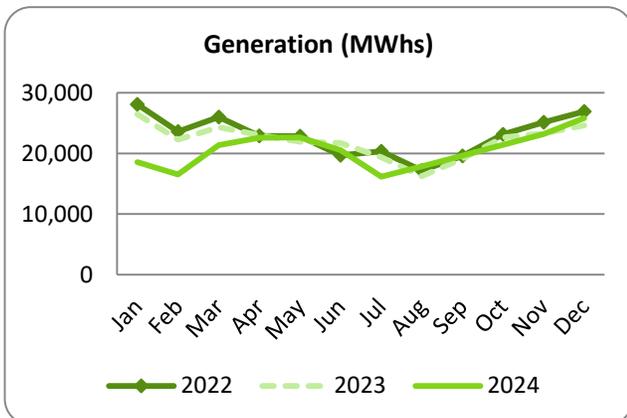
Operations Notes:

October generation closed at 7.3% below forecast due to a scheduled outage from October 1, 2024 through October 9, 2024. Availability for the month closed at 100%.

November generation closed at 9.2% below forecast due to OEC partially down for approximately 28 hours due to feed pump phase imbalance. Availability for the month closed at 100%.

In December production was 8% below forecast. Overall plant performance was normal and availability for the month closed at 100%.

YTD NCF is 80%, down 6% compared to the same period last year, due to lower production compared to the third period in 2023. YTD availability held at 100%.



STAR PEAK



Location: Pershing County, NV

Type: Geothermal

COD: 28-Sep-22

Capacity (MWs): 12.5

Term: 25 years

Participants:	%	MW
Glendale	100%	12.5
	100%	12.5

Operations Notes:

Star Peak is a 12.5 MW geothermal power plant located in Pershing County, Nevada. The facility reached Commercial Operation on

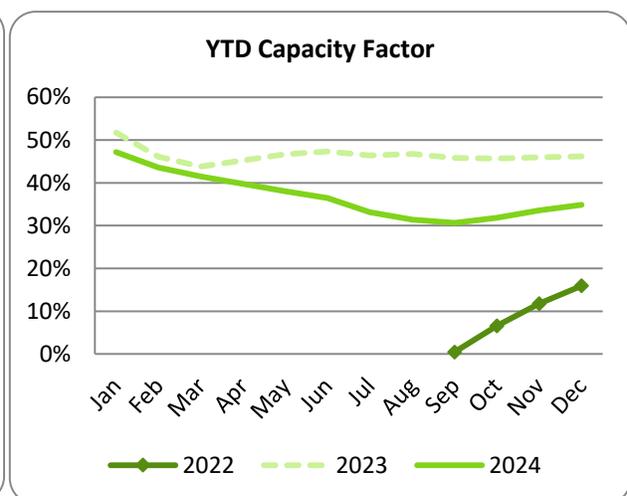
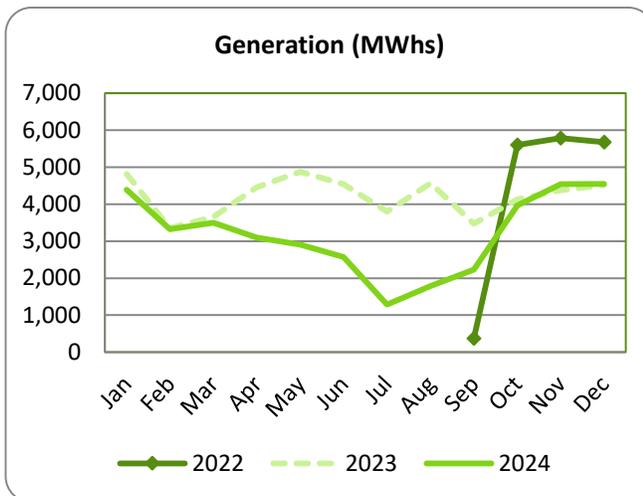


In October the facility reached 73.1% of contractual guarantees. Downtime during the months were caused by ORC's going offline to install insulated couplings. Plant wide availability closed at 100% for the month.

November deliverables reached 81.1% of guarantees. No downtime reported for the month. Plant wide availability closed at 100% for the month.

December production reached 75.7% of contractual guarantees. Total downtime of 2.3 hours for the month due to repair and a instrumentation valve leak. Plant wide availability closed at 99.9% for the month.

YTD NCF is 35%, representing an 11% dip from the same period last year.



WHITEGRASS No. 1



Location: Lyon County, NV

Type: Geothermal

COD: 1-Apr-20

Capacity (MWs): 3

Term: 25 years

Participants:	%	MW _s
Glendale	100%	3.0
	100%	3.0

Operations Notes:

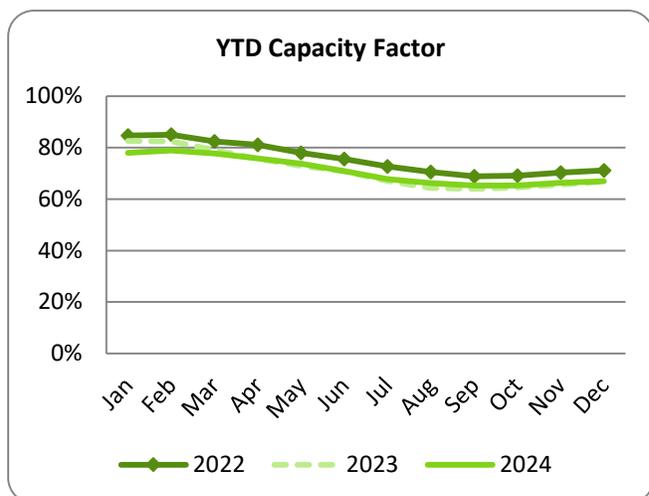
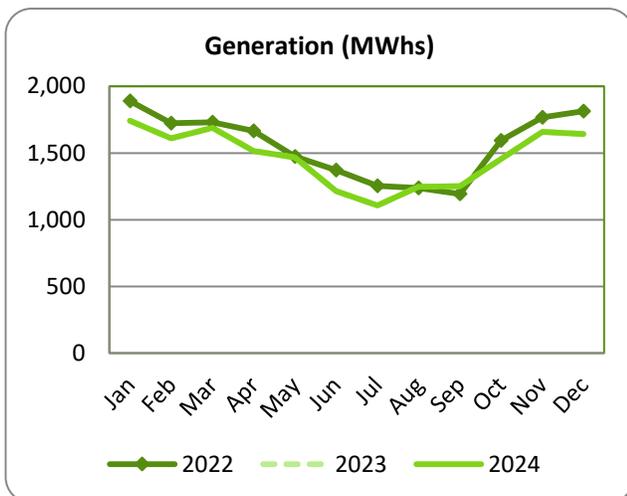
October production reached 97.8% of the guaranteed amount, falling short by about 33 MWhs. Lower-than-expected water temperature and brine flow continue to be the primary causes of shortfalls at the facility. Availability closed at 99.13%.



November generation reached 106.6% of contractual guarantees, above the month's generation target by 103 MWh. No outages were reported for the month, and long-term improvement projects are continuing. Lower-than-expected water temperature and brine flow continue to cause shortfalls at the facility. Availability closed at 99.31%.

December production reached 99.3% of the guaranteed amount. Lower-than-expected water temperature and brine flow continue to cause shortfalls at the facility. Availability closed at 94.4%.

During the period, the facility reached a NCF of 67%, the same as the fourth period last year.



PEBBLE SPRINGS



Location: Gilliam County, OR

Type: Wind

COD: 31-Jan-09

Capacity (MWs): 98.7

Term: 18 years

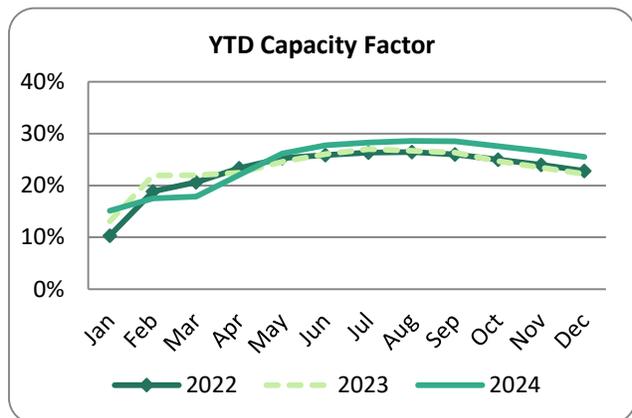
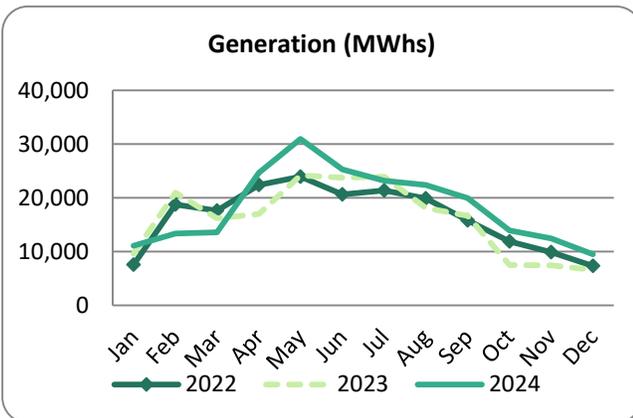
Participants:	%	MWs
Burbank	10%	10.00
Glendale	20%	20.00
LADWP	70%	68.70
	100%	98.7



Operations Notes:

Operations at the facility were stable with production within historical averages. Production in the fourth period climbed to the highest producing compared to the same months in 2023.

Quarterly generation figures were approximately 14,300 MWhs higher than those seen during the same period in 2023. YTD NCF closed at 25%, representing a 7% positive change from same period in 2023.



WINDY FLATS



Location: Klickitat County, WA

Type: Wind

COD: 25-Jan-10

Capacity (MWs): 262.2

Term: 20 years

Participants:	%	MW _s
LADWP	92%	242.19
Glendale*	8%	20.01
	100%	262.2



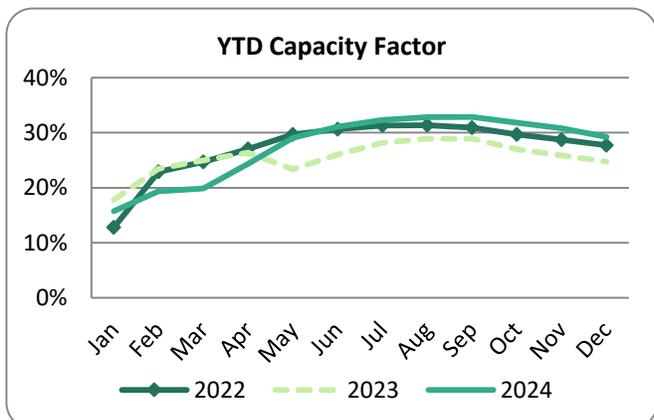
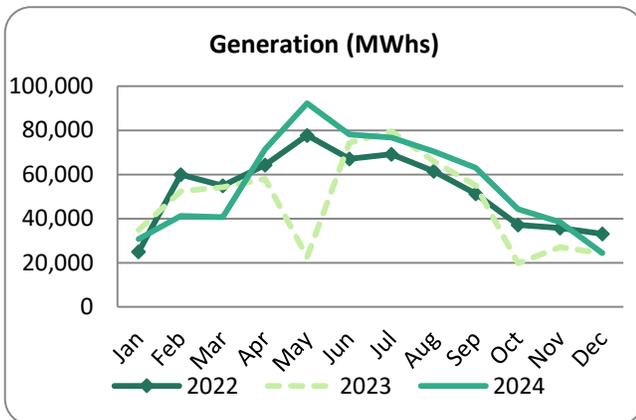
Operations Notes:

October generation finished at 13% below the SCPPA forecast, however, generation increased 24,529 MWhs from the same month last year. Twelve turbine annual services were performed, turbines 224 and 506 both had their generators replaced, and the remaining lead acid battery UPS systems were replaced. Availability closed at 97.50% for the month.

November production finished at 13% below the SCPPA forecast. Ten annual turbines services were completed and RAS testing went smoothly due to the new lithium UPS units installed. Availability closed at 99.88% for the month

December generation finished at 44% below the SCPPA forecast. There were eleven generator failures, with three being "double events" that reduced crane costs and Pad-mounted transformer services reached 48% completion. Non-repowered towers received lithium-ion UPS units, aiding restarts after outages. Availability closed at 100% for the month.

Production during the period was above historical averages, largely due to favorable weather and minimal downtime. YTD NCF is 29%, which represents a 4% increase compared to the same period in 2023.



*Through a separate layoff agreement, the City of Glendale sold 100% of its entitlement to capacity and energy to LADWP.

LINDEN



Location: Klickitat County, WA

Type: Wind

COD: 30-Jun-10

Capacity (MWs): 50

Term: Permanent Ownership

Participants:	%	MWs
LADWP	90%	45.00
Glendale*	10%	5.00
	100%	50



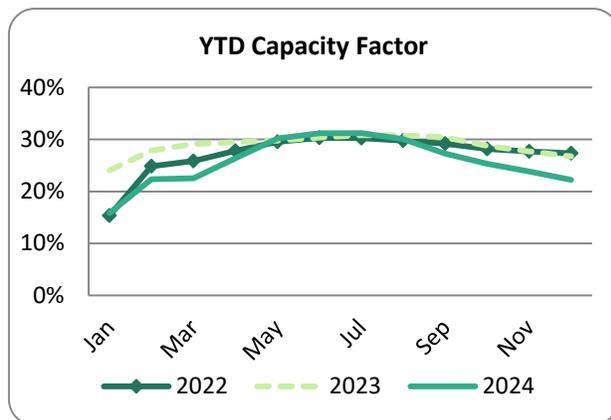
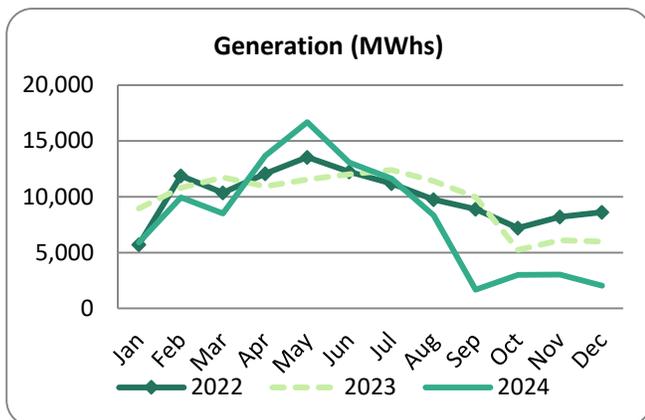
Operations Notes:

Production in October was approximately 7,900 MWhs below forecast. The 13th annual turbine services were completed and Quarterly infrared substation inspection was completed without any issues. Availability closed at 84.52%.

Production in November was approximately 6,700 MWhs below forecast. This month eight turbine services were completed and annual service work was completed on all powered towers. Cleanup for WEC 13 continues, with over 200 tons of contaminated soil removed. Four turbines and the meteorological tower remain powerless due to the WEC 13 event, and fifteen towers await repairs. Despite this, availability at the facility closed at 100%.

December production was approximately 6,480 MWhs below forecast, partly due to thirteen days of ice-related stops. The annual service is nearly complete for towers without power. Cleanup at WEC 13 will continue into the new year, with new samples to be taken for WA State Ecology. Availability for the month closed at 84%.

YTD NCF ended at 22%, a 4% dip from what was seen during the same period in 2023.



*Through a separate layoff agreement, the City of Glendale sold 100% of its entitlement to capacity and energy to LADWP.

MILFORD I



Location: Milford, UT
Type: Wind
COD: 16-Nov-09
Capacity (MWs): 203.5
Term: 20 years

Participants:	%	MWs
Burbank	5.00%	10.18
LADWP	92.50%	188.24
Pasadena	2.50%	5.09
	100%	203.5



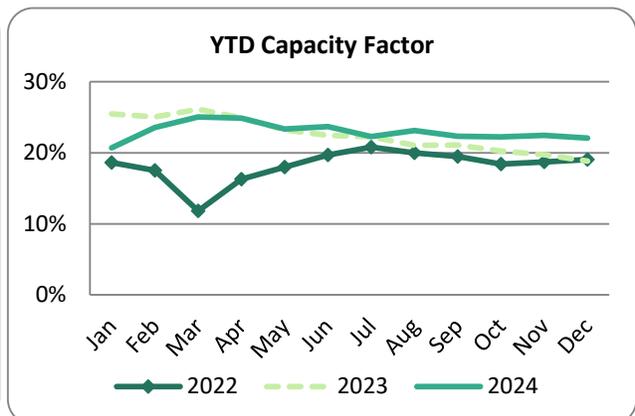
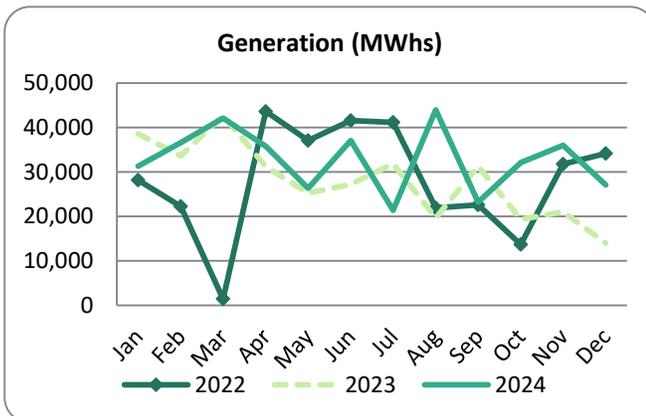
Operations Notes:

For the month of October generation was 6,550 MWhs, 25.6% above budgeted production. There were no noted balance of plant activities or site outages during the month. Availability closed at 93.9%.

November generation finished 12.9% above forecast due to increased wind speeds. Total lost energy was 981 MWhs due to faults. There were no site outages reported for the month. Availability closed at 89.3%.

Generation finished at 14.1% below forecast in December with a decrease in wind speeds. Total lost energy was 714 MWhs due to maintenance. Availability closed at 95%.

YTD NCF closed at 22%, a 3% increase the same as last year 2023.



MILFORD II



Location: Milford, UT
Type: Wind
COD: 2-May-11
Capacity (MWs): 102
Term: 20 years

Participants:	%	MW _s
Glendale*	5%	5.10
LADWP	95%	96.90
	100%	102

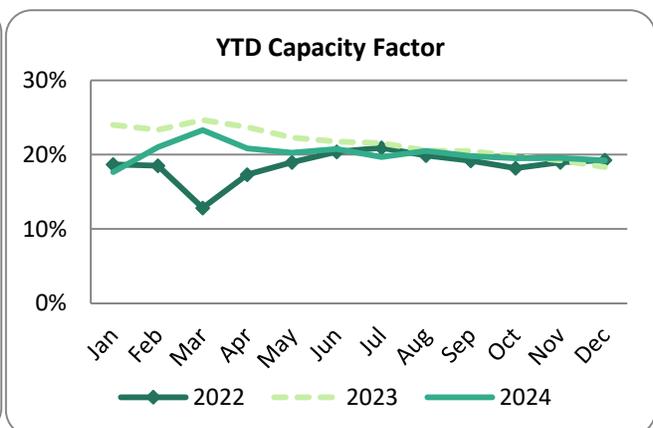
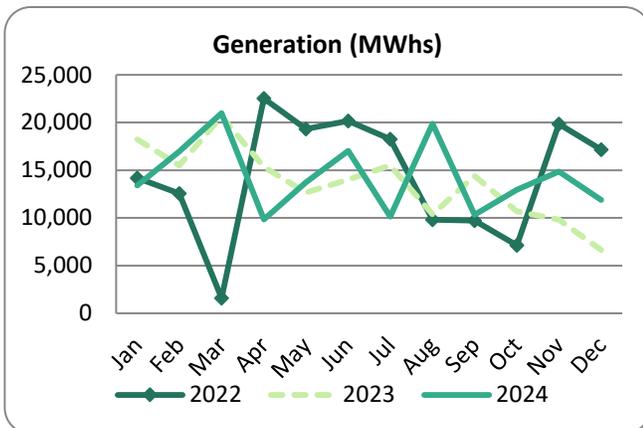
Operations Notes:

October generation closed at 4.8% above the forecast with availability at 85.1% due to a loss of over 2,300 MWhs of energy due to faults, maintenance, and blade issues. There were no curtailments observed.

November generation closed at 6.1% below the forecast with availability at 85.2% due to a loss of over 2,800 MWhs of energy due to faults, generator, maintenance, and blade issues. There were no curtailments observed.

December production finished at 16.3% below forecast due to below-forecast wind speeds at the facility. Lost energy totaled 1,016MWhs for the month, caused mostly by faults, maintenance, and gearbox issues. There were no curtailments observed and availability closed at 92.5%.

YTD NCF closed at 19%, a 1% increase the same as last year 2023.



*Through a separate layoff agreement, the City of Glendale sold 100% of its entitlement to capacity and energy to LADWP.

RED CLOUD



Location: Lincoln, Guadalupe, Torrance Counties, NM

Type: Wind

COD: 22-Dec-21

Capacity (MWs): 331

Term: 20 years

Participants:	%	MWs
LADWP	100%	331.00
	100%	331



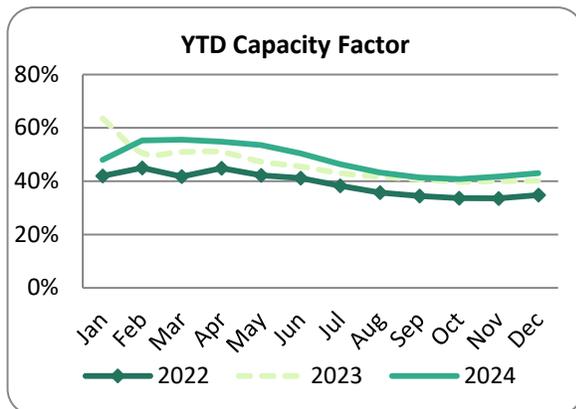
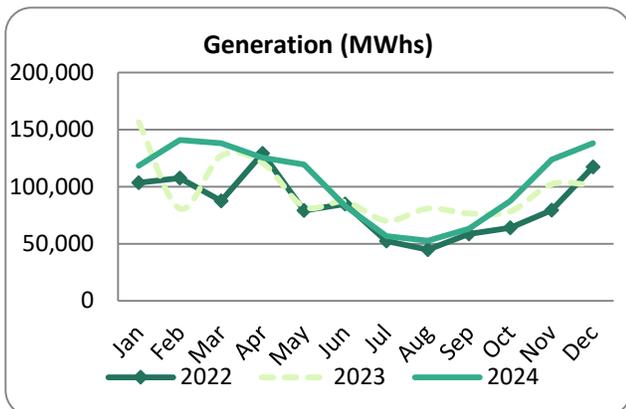
Operations Notes:

October generation was 14.2% below forecasted amounts due to full site outage that was necessary to allow for clearances to a complete reactor work, as well as replacing two voltage transformers. Availability for the month closed at 85.6%.

November generation at the facility was 1.6% above forecasted amounts due to several transmission outages during the month. Availability for the month closed at 86.7%.

December production closed at 5.2% below forecast due to one planned maintenance in order to unstack damaged reactors in the Duran Mesa Substation. Availability for the month closed at 95.6%.

YTD NCF closed at 43%, a 3% increase over the same time last year in 2023.



ANTELOPE BIG SKY RANCH



Location: Lancaster, CA

Type: Solar

COD: 19-Aug-16

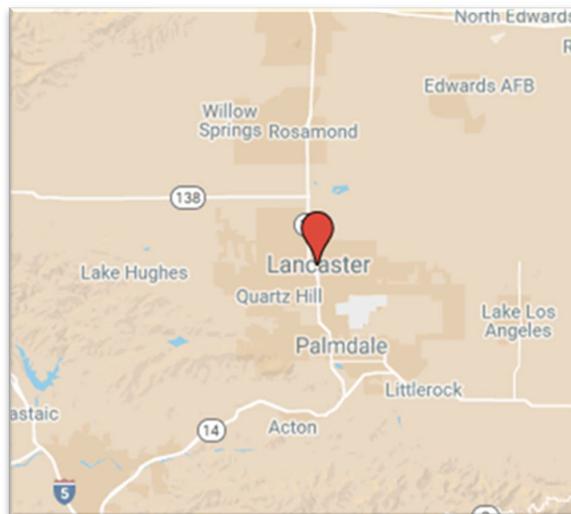
Capacity (MWs): 20

Term: 25 years

Participants:	%	MW _s
Azusa	17.5%	3.50
Pasadena	32.5%	6.50
Riverside	50%	10.00
	100%	20

Operations Notes:

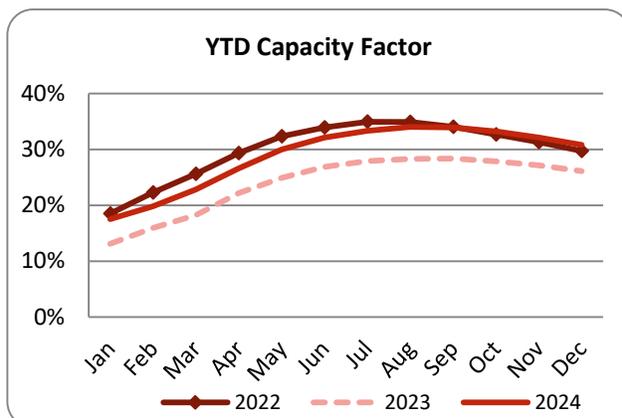
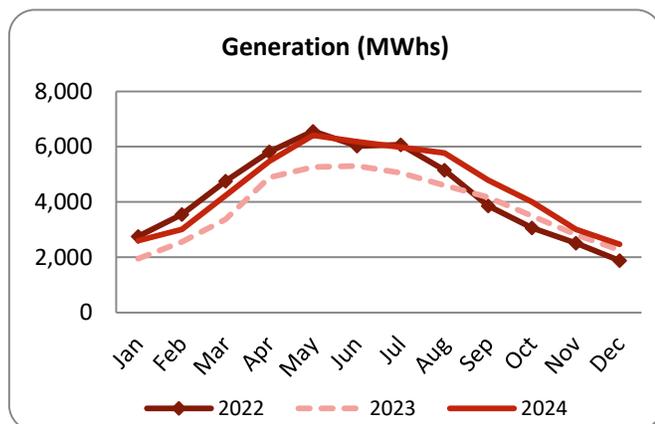
October production at the facility was 2.55% below the budgeted production forecast resulting in a NCF of 33%, 5% higher than the same month in 2023. Unplanned outages and other performance impacts are the primary drivers for the variance. Despite this monthly production was in-line with historical averages.



Generation in November finished at 5.85% below forecast due to unplanned outage impacts and other performance impacts. Insolation and temperature resource impacts were observed during the month. Actual generation was approximately 189 MWhs higher than seen during the same month in 2023, resulting in a 5% increase in NCF.

December production finished at approximately 200 MWhs higher than the previous month but was 4.02% below forecast. This was mostly due to unplanned outages, curtailments and other performance impacts. Generation during the month was nearly identical to historical averages.

YTD production remained on par with historical averages. NCF climbed 5%, closing at 31%, which is consistent with historical averages for the same period since the facility began making deliveries to SCPPA.



ANTELOPE DSR 1 & 2



Location: Lancaster, CA

Type: Solar

COD: 20-Dec-2016 & 6-Dec-2016

Capacity (MWs): 55 (50 MWs DSR1 & 5 MWs DSR2)

Term: 20 years

Participants:	%	MW _s
Riverside	45.5%	25.00
Vernon	45.5%	25.00
Azusa	9.1%	5.00
	100%	55.00



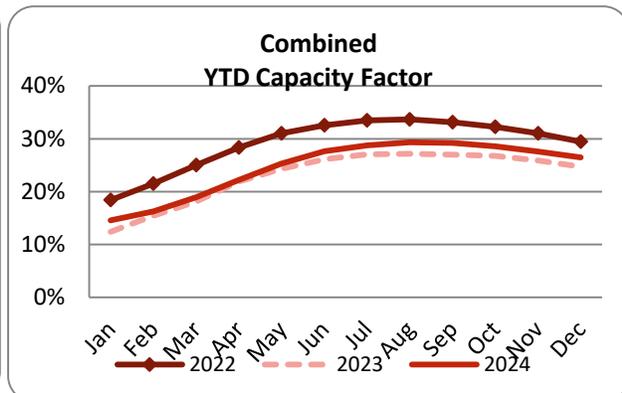
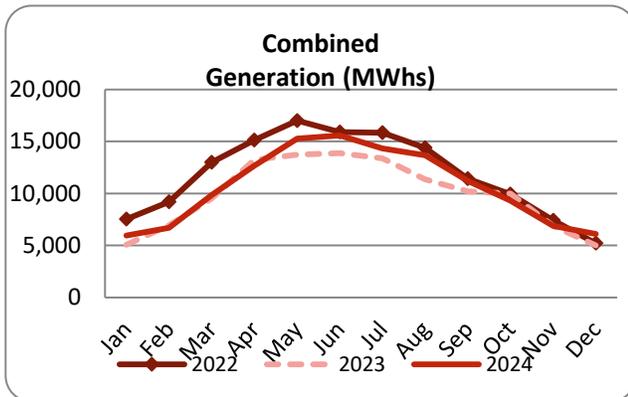
Operations Notes:

October production was 10.70% below forecast for DSR I and 11.27% below for DSR II. An unplanned outage at DSR I and other various performance impacts at DSR II explain the negative forecast variance. Despite this, generation increased approximately 418 MW_hs compared to the fourth period in 2023.

November production was 11.76% below forecast for DSR I and 14.98% for DSR II. A short unplanned outage at DSR I and other various performance impacts at both facilities explain the negative forecast variance. Net capacity factor for the month finished at 28%, a 2% increase compared to the same month in 2023.

December generation finished approximately 1,100 MW_hs higher than the same month last year. DSR I experienced an unplanned outage and both facilities continued to experience other performance impacts.

Combined YTD generation is approximately 418 MW_hs higher for the same period last year with YTD NCF inching up 1% compared to 2023 figures.



ASTORIA 2



Location: Kern County, CA

Type: Solar

COD: 9-Dec-16

Capacity (MWs): 45

Term: 20 years

Participants:	%	MW
Banning	17.78%	8.00
Colton	15.56%	7.00
Vernon	66.67%	30.00
	100%	45.00



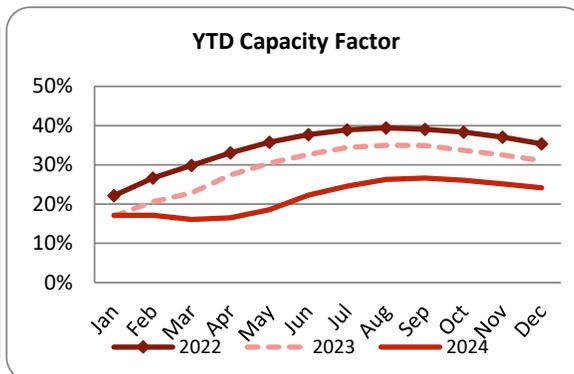
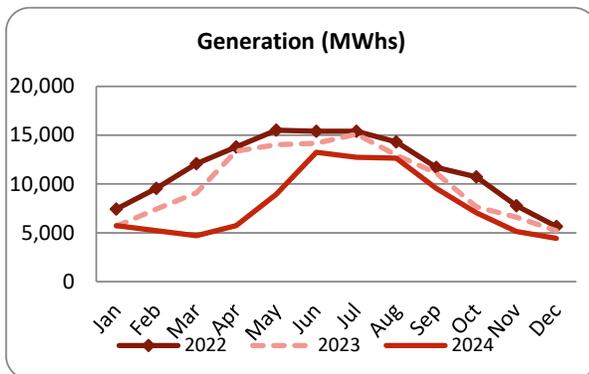
Operations Notes:

October generation reached 70% of the forecasted amount. Multiple inverter outages caused 3,258.9MWhs of lost energy at the facility.

November generation finished at 67% of the forecasted amount due to inverter outages that resulted in 2,570.6 MWhs of lost energy. There were three curtailment events in November that resulted in 15,083 MWh in lost energy. Regular preventative maintenance was performed during the month.

December generation finished at 65% of the forecasted amount. There were multiple inverter outages that caused a total loss of 1,498 MWhs. Regular preventative maintenance took place across the site in December.

YTD NCF dipped 7% compared to 2023, closing at 24%.



COLUMBIA TWO



Location: Kern County, CA

Type: Solar

COD: 31-Dec-14

Capacity (MWs): 15

Term: 20 years

Participants:	%	MW _s
Azusa	9%	1.35
Pasadena	17%	2.55
Riverside	74%	11.10
	100%	15

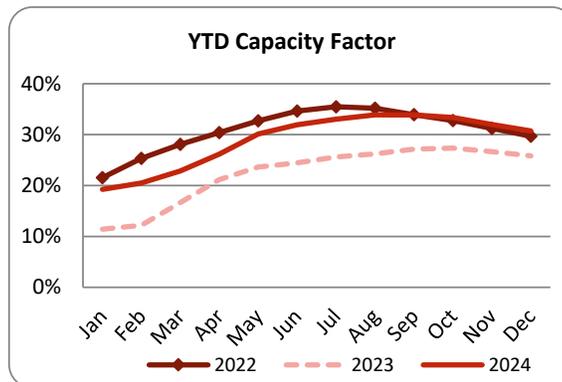
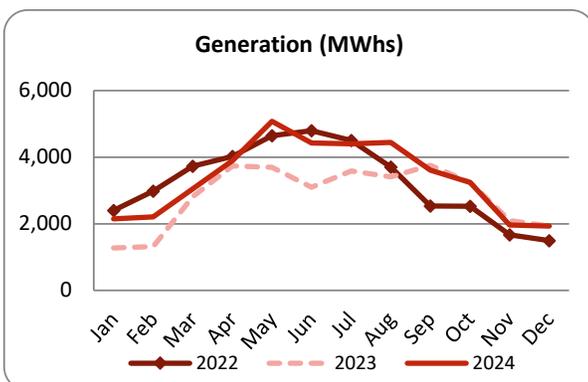
Operations Notes:

October production landed just below historical averages since the project began making deliveries to SCPPA in 2015. Despite this, poor weather and curtailment impacts resulted in a combined 152.5 MWhs of lost energy for the month. The reason for the lost energy was due to an inverter that faulted offline during startup, but successfully returned to operation. NCF climbed 6% from 2023 figures. Availability YTF closed at 96.3%.

November production was approximately 130 MWhs lower than the same month last year in 2023. The weather and isolation impacts resulted in 152.5 MWhs of lost energy. NCF climbed 5% from 2023 figures. YTD Availability closed at 95%.

December production has very close MWh as the same month last year in 2023. During the month an inverter tripping failed to start four different times. Technicians were able to identify an issue and TMEIC onsite support was requested. Annual inspections and maintenance completed, with an issue found during the inspection where nine common fuses had failed. A warranty claim has been submitted. YTD availability closed at 96.76%

YTD NCF jumped 5% compared to 2023 figures, closing at 31%.



COPPER MOUNTAIN 3



Location: Boulder City, NV

Type: Solar

COD: 9-Apr-15

Capacity (MWs): 250

Term: 20 years

Participants:	%	MW _s
Burbank	16%	40.00
LADWP	84%	210.00
	<u>100%</u>	<u>250</u>

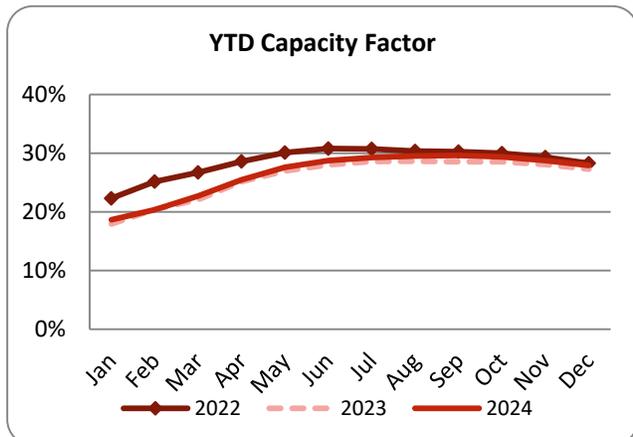
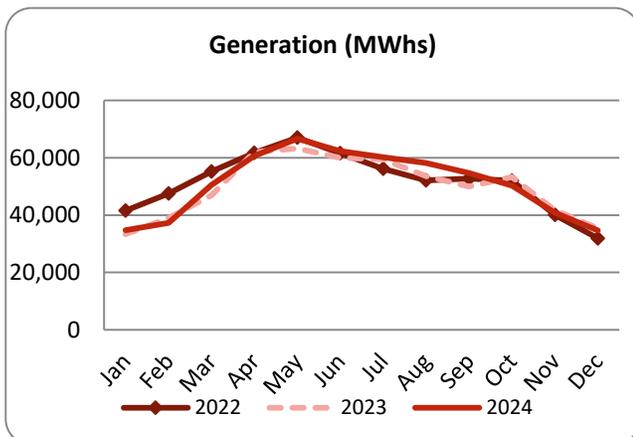
Operations Notes:

The facility generated 5% above plan during the period with insolation on plan, in Q4. For the fourth quarter, the plant generated total of 125,813 MWhs. Plant staff maintained a quarterly commercial availability of 99.93%.



There were no reportable safety incidents and no Notices of Violation during the period. Extensive facility maintenance took place during the period including several replacements, and annual fire system inspection. Additionally, staff completed their weather safety awareness training, all monthly site safety inspections, and weekly/monthly inspections, performed annual battery maintenance and testing. Unplanned maintenance at the facility included replacing fans, contactors, monitor boards, and various fuses and relays.

YTD generation was just slightly above historical averages and approximately 4,500 MWhs lower as the same period in 2023. YTD NCF closed the period at 28%, a 1% positive change from 2023.



DAGGETT SOLAR 2



Location: Daggett, CA
Type: Solar
COD: 12-Dec-23
Capacity (MWs): 65
Term: 20 years

Participants:	%	MW _s
Cerritos	8%	5.30
Vernon	92%	59.70
	<u>100%</u>	<u>65</u>



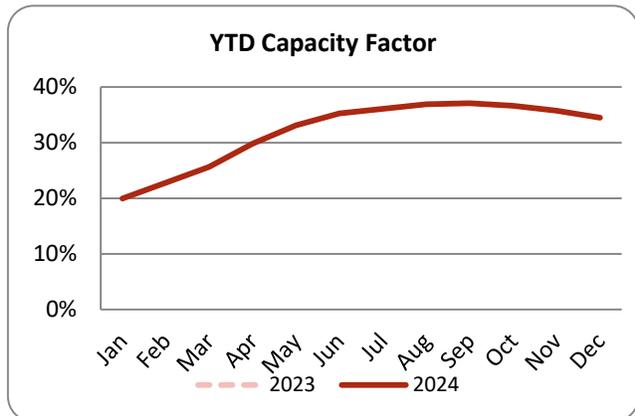
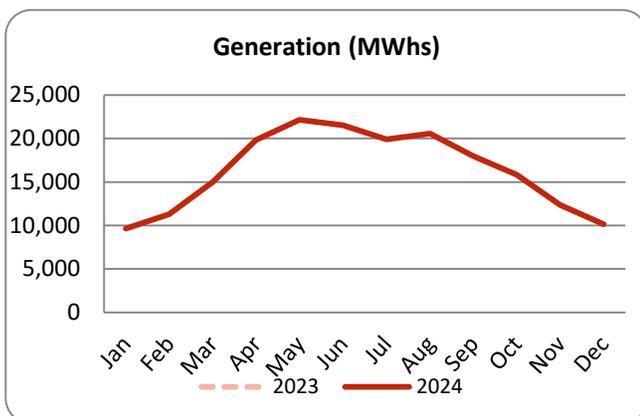
Operations Notes:

The Daggett Solar 2 Solar and Storage project reached commercial operation on December 12, 2023. This is SCPPA’s first solar and storage project. The project is located near Barstow, California and will deliver 65 MW of clean, renewable solar energy and 33 MW of BESS storage to the cities of Vernon and Cerritos for a period of 20 years.

In October 2024, PV generation was slightly below forecast at 98.5%, due to temperature-related derates near the site. Despite this, effective availability closed at 99.8%, positioning the site to capture the resource that was available. BESS Actual Roundtrip Efficiency closed at 81.62% for the month. PV generation was slightly below budget due to lower resource and curtailment.

In November 2024, generation was below forecast due to lower resources and curtailment, despite higher availability than plan. BESS availability was lower than plan at 94.9% due to planned annual maintenance following the end of the summer maintenance blackout period. Effective availability closed at 99.6% and BESS Actual Roundtrip Efficiency closed at 92.88% for the month.

In December 2024, PV generation was just below forecast due to isolation and BESS availability exceeded plan at 98.8%. BESS Actual Roundtrip Efficiency closed at 91.93% for the month.



Desert Harvest II



Location: Riverside County, CA
Type: Solar
COD: 17-Dec-20
Capacity (MWs): 70
Term: 25 years

Participants:	%	MWs
Anaheim	51.43%	36
Burbank	31.43%	22
Vernon	17.14%	12
	100%	70



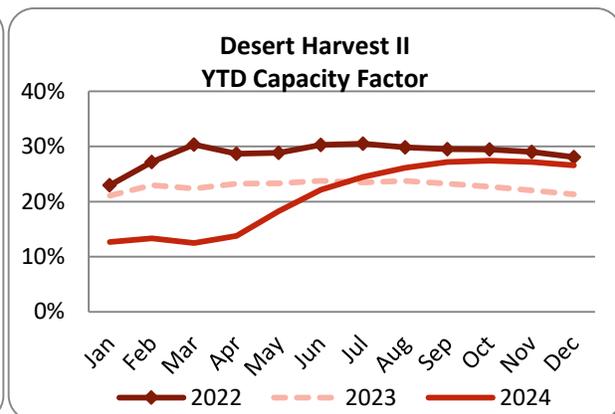
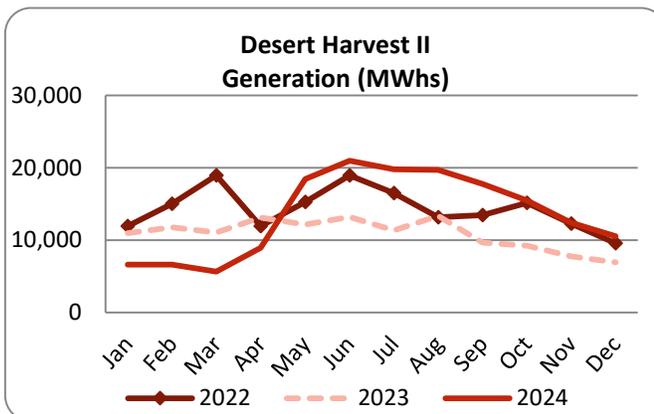
Operations Notes:

October generation fell 8.1% below the forecasted amount, primarily due to ongoing equipment faults on PE inverters and several inverters being offline while awaiting DC breaker replacements. Monthly production was 6,238 MWhs higher than the same month in 2023.

November generation fell to 1.8% below forecast due to continued equipment faults on PE inverters. Two inverters were taken offline and are under repair due to recurring communication issues. There was also 0 MWhs of lost energy and monthly production was 4,636 MWhs higher than the same month last year.

December closed the period at 0.7% above forecasted production despite a couple of PE inverters being down. EDFR has launched several Root Cause Analysis with PE to identify and create solutions to the faults. There was 0 MWhs of lost energy and monthly generation was approximately at 3,600 MWhs higher than the same month in 2023.

The facility reached a YTD NCF of 27%, which represents a 6% increase from 2023.



KINGBIRD B



Location: Rosamond, CA

Type: Solar

COD: 30-Apr-16

Capacity (MWs): 20

Term: 20 years

Participants:	%	MW _s
Azusa	15%	3.00
Colton	15%	3.00
Riverside	70%	14.00
	100%	20.00



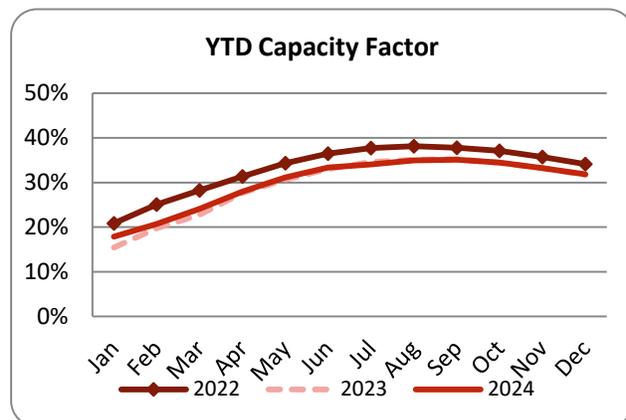
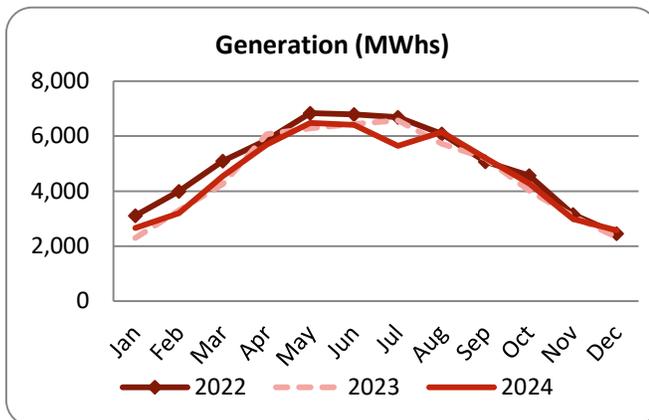
Operations Notes:

Kingbird produced 4,279 MWh of energy in October. There were 37.88 MWh of lost energy caused by soiling and 209.42 MWh lost due to operational issues outside of management control. Additionally, there were 51.09 MWh of lost energy due to forced outages, but the facility still produced 12.5% above forecast. Effective availability was 98.8%.

In November the facility produced 2,983 MWh of energy and was 99 MWh below the same month last year. There were 14.87 MWh of lost energy due to soiling and 5.78 MWh lost due to operational issues outside of management control. Additionally, 94.35 MWh were lost due to forced outages. Effective availability closed at over 96.9%.

December generation at the facility was 2,572 MWh, which is 246 MWh below the same month in 2023. Actual production was 0.6% above the monthly forecast. There were 10.51 MWh of lost energy during the month due to soiling and 49.47 MWh lost due to operational issues outside of management control. Effective availability closed at 89.9%.

YTD period generation finished just slightly above historical averages and approximately 406 MWh above the third period of 2023. YTD NCF finished at 32%, the same seen in 2023.



SPRINGBOK I



Location: Kern County, CA

Type: Solar

COD: 11-Jul-16

Capacity (MWs): 105

Term: 25 years

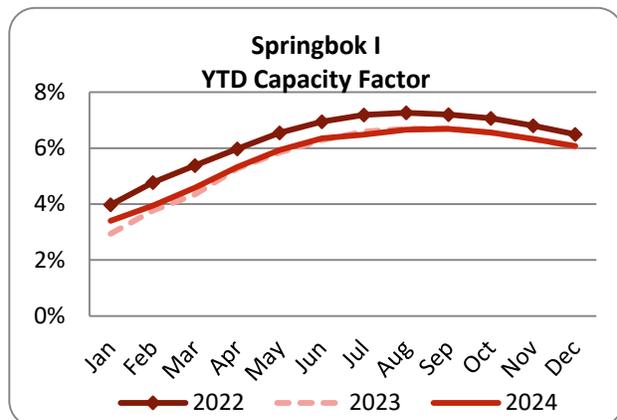
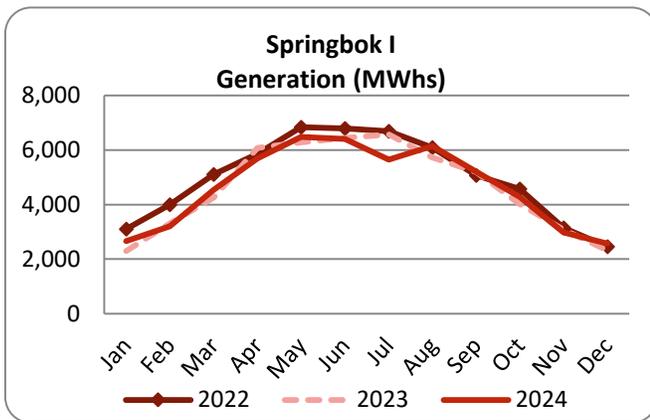
Participants:	%	MWs
LADWP	100%	105
	100%	105

Operations Notes:

Springbok I's YTD NCF finished at 32%, the same as the same period last year.



The facility experienced no corrective or scheduled maintenance issues, nor any SCADA or inverter issues during the period. Additionally, there were no curtailments during the period. Generation for the third period resulted in approximately 1,491 MWhs higher than the same period in 2023. YTD NCF finished at 32%, which represents the same as last year.



SPRINGBOK II



Location: Kern County, CA

Type: Solar

COD: 6-Sep-16

Capacity (MWs): 150

Term: 27 years

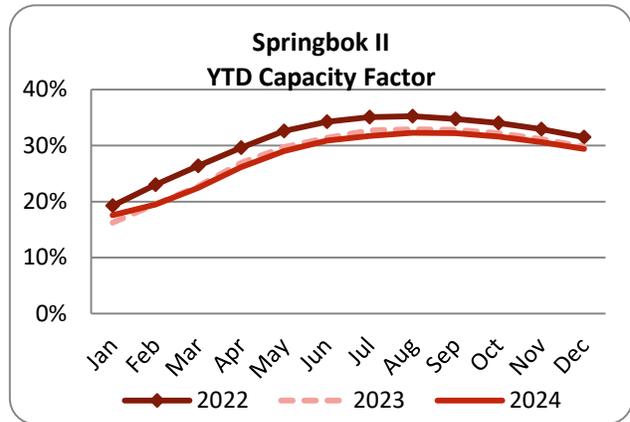
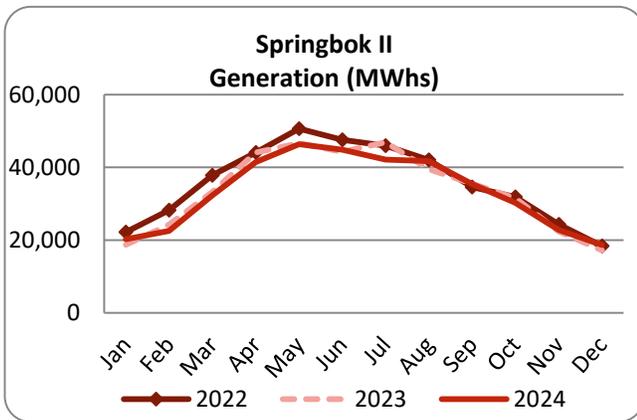
Participants:	%	MWs
LADWP	100%	150
	100%	150

Operations Notes:

Springbok II produced 71,728 MWh of energy quantities through the fourth period.



There were no unplanned maintenance outages, site issues, or curtailment events experienced during the period. Generation for the third period resulted in approximately 650 MWhs higher than the same period in 2023. YTD NCF finished at 29% which represents a 1% decrease from the same period last year.



SPRINGBOK III



Location: Kern County, CA

Type: Solar

COD: 19-Jul-19

Capacity (MWs): 90

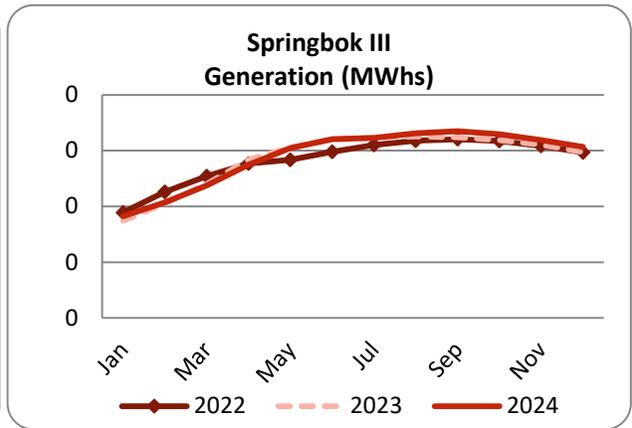
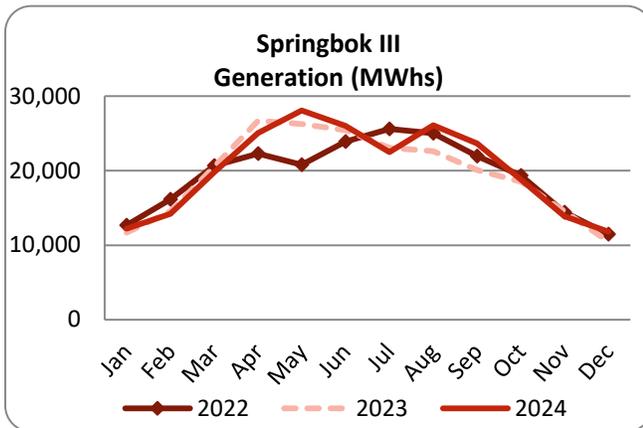
Term: 27 years

Participants:	%	MW
LADWP	100%	90
	100%	90

Operations Notes:

Springbok III produced 44,467 MWh of energy for the fourth period.

During the end of the third period, there was 732 MWh of OMC lost energy and 182 MWh of MC list energy. YTD NCF finished at 31% which represents a 1% decrease from the same period last year. Effective availability closed at 99%.



SUMMER



Location: Lancaster, CA

Type: Solar

COD: 25-Jul-16

Capacity (MWs): 20

Term: 25 years

Participants:	%	MWts
Azusa	17.5%	3.5
Pasadena	32.5%	6.5
Riverside	50.0%	10.0
	100%	20

Operations Notes:

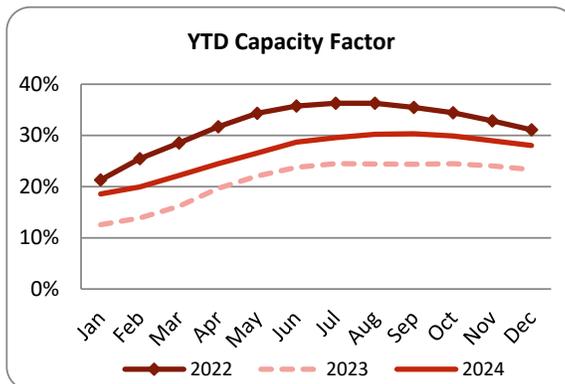
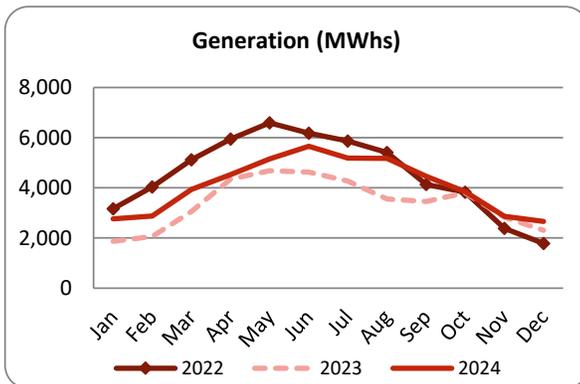
Actual generation at the facility finished at 13.50% below the budgeted production forecast for the month of October. This was mainly due to unplanned outages, curtailments and other performance impacts. Monthly production is slightly below historical averages. NCF jumped 5% compared to 2023 figures, closing at 30% for the month.



November generation was 13.34% below forecast energy due to unplanned outages, and other performance impacts at the facility. Monthly NCF finished the month at 29%, a 5% climb compared to 2023 figures.

December actual generation increased over 350 MWhs compared to the same month in 2023 but still fell below forecasted figures by 12.94%. Unplanned outages, curtailments and other performance impacts were the primary drivers for the below forecast generation.

YTD NCF increased 5% compared to the same period last year, despite multiple unplanned outages and curtailments. YTD NFC closed at 28% for the period.



Roseburg



Location: Weed, CA
Type: Biomass
COD: 16-Feb-21 (start of SCPPA deliveries)
Capacity (MWs): 11 (SCPPA Capacity)
Term: 5 years

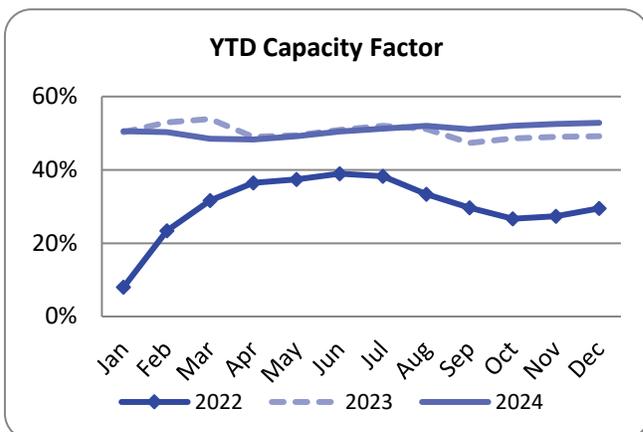
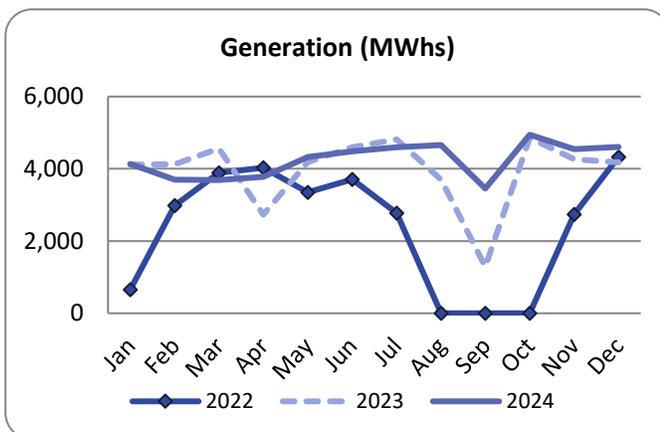
Participants:	%	MW's
Anaheim	4%	0.49
IID	8%	0.91
LADWP	49%	5.42
SMUD	23%	2.58
MID	6%	0.61
Riverside	4%	0.49
TID	4%	0.49
	100%	11



Operations Notes:

After a deadly fire and a nearly three month outage in the summer and fall of 2022, generation at the Roseburg facility has increased dramatically since December 2022. Generation through the fourth period of 2024 totaled 50,912 MWhs which represents an approximately 3,499 MWhs increase compared to the same period in 2023.

SCPPA did not receive any outage notifications during the fourth period of 2024; however, YTD NCF increased to 53%, which is a 4% increase compared to 2023 figures.





SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

1160 NICOLE COURT
GLENDDORA, CA 91740
(626) 793-9364 – FAX: (626) 793-9461
WWW.SCPPA.ORG

MINUTES OF THE REGULAR MEETING OF THE FINANCE COMMITTEE OF SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

The meeting of the Finance Committee was held on **February 3, 2025**, at the SCPPA Glendora office. The meeting commenced at 10:30 A.M. and adjourned at 11:55 A.M.

Mr. Corbi (Committee Chair) took attendance. **Committee members/Alternate Committee members present for the Finance Committee Meeting were:** Brian Beelner (*Anaheim*); Daniel Smith (*Azusa*); Jim Steffens (*Banning*); Joseph Lillio (*Burbank*); Adrine Isayan (*Glendale*); Peter Huynh (*LADWP*); Lynne Chaimowitz (*Pasadena*); Brian Seinturier (*Riverside*); and Richard Corbi (*Vernon*).

Others attendees were: Herman Leung (*Pasadena*); Huitzilo Arriaga (*Pasadena-Teleconference*); Kristina Bernal (*Riverside-Teleconference*); Victor Hsu (*Norton Rose Fulbright*); Mike Berwanger, Louise Houghton, and Jim Carbone (*PFM Financial Advisors-Teleconference*); Grace Mao and Francisco Olivares-Ortiz (*LADWP/SCPPA-LA*); John Equina and Houbert Yousef (*LADWP/SCPPA-LA-Teleconference*); Aileen Ma, Charles Guss, Christine Godinez, Guadalupe Robles and Anna Mendoza (*SCPPA*); Daniel Garcia, Mario De Bernardo, Armando Arballo, and Adrian Valdez (*SCPPA-Teleconference*)

1. Opportunity for the Public to Address the Committee

Mr. Corbi invited any members of the public to provide comments. No public comments were made.

2. Consent Calendar

Mr. Corbi presented the Consent Calendar to the Committee for consideration. The Committee recommended forwarding the following report to the Board of Directors (Board) for receipt and filing.

A. Minutes of the January 6, 2025 Finance Committee meeting

Moved By: Richard Corbi
Seconded By: Brian Seinturier

The following roll call vote was taken:

	Yes	No	Present, Not Voting	Absent
Anaheim	X			
Azusa	X			

Banning	X			
Burbank	X			
Colton				X
Glendale	X			
IID				X
LADWP	X			
Pasadena	X			
Riverside	X			
Vernon	X			

3. Legislative Updates

Mr. De Bernardo provided the Committee with a legislative update, including the impact of the recent federal Executive Orders, and responded to Committee member questions.

4. Investment Reports

Ms. Mao presented the Monthly and Quarterly Investment Reports for the period ended December 31, 2024 to the Committee for review and consideration. The Committee recommended forwarding the reports to the Board for receipt and filing.

Moved By: Richard Corbi

Seconded By: Joseph Lillio

The following roll call vote was taken:

	Yes	No	Present, Not Voting	Absent
Anaheim	X			
Azusa	X			
Banning	X			
Burbank	X			
Colton				X
Glendale	X			
IID				X
LADWP	X			
Pasadena	X			
Riverside	X			
Vernon	X			

5. Administrative & General Expense (A&G) Budget Comparison Report

Ms. Ma presented the A&G Budget Comparison Report for the quarter ended December 31, 2024 to the Committee for review and consideration. The Committee recommended forwarding the report to the Board for receipt and filing.

Moved By: Lynne Chaimowitz
Seconded By: Richard Corbi

The following roll call vote was taken:

	Yes	No	Present, Not Voting	Absent
Anaheim	X			
Azusa	X			
Banning	X			
Burbank	X			
Colton				X
Glendale	X			
IID				X
LADWP	X			
Pasadena	X			
Riverside	X			
Vernon	X			

6. Fiscal Year 2025-26 Budget Timeline

Ms. Ma provided the Committee with the timeline for the fiscal year 2025-26 budget process.

7. Pension Funding

Ms. Ma provided the Committee with an update on SPPA’s funding level in the California Public Employees’ Retirement System (CalPERS) pension plans for Classic and PEPRA Member employees. The Committee also received information on alternative amortization schedules for the unfunded accrued liability related to the Committee’s consideration of additional pension funding and the possible implementation of a soft fresh start option. Ms. Ma noted that during last year’s discussion, the Committee members had expressed a preference for the soft fresh start to provide additional pension funding. The Committee discussed the potential additional pension contribution using the soft fresh start and the funding of the additional contribution either by adoption of a policy, with budget savings, or by adding to next year’s budget. After the discussion, the Committee recommended moving forward with the soft fresh start using the 15-year amortization schedule for the Classic Plan and the 10-year amortization schedule for the PEPRA Plan and to include the additional contribution in fiscal year 2025-26 budget.

Moved By: Brian Beelner
Seconded By: Richard Corbi

The following roll call vote was taken:

	Yes	No	Present, Not Voting	Absent
Anaheim	X			
Azusa	X			
Banning	X			
Burbank	X			
Colton				X
Glendale	X			
IID				X
LADWP	X			
Pasadena	X			
Riverside	X			
Vernon	X			

8. Ratings Update

Ms. Ma provided the Committee with an update on the recent actions taken by the rating agencies on the Member utilities and the impact on SCPA projects. The Committee had a general discussion on rating agency actions as a result of the recent wildfire events.

9. Southern Transmission System (STS) Renewal Project Revenue Bonds

Ms. Ma and Mr. Berwanger (PFM Financial Advisors) provided the Committee with an update on the financing plan for the issuance of the third tranche of revenue bonds for the STS Renewal Project. They advised the Committee that the financing team continues to work on the information for the third tranche, including evaluating cash flow needs. The financing schedule has been moved out a little bit, and the financing team is working on an updated schedule.

10. Renewable Energy Prepayment

Ms. Ma and Mr. Berwanger provided the Committee with an update on the financing of a new renewable energy prepayment. Ms. Ma advised the Committee that the SCPA Board approved the initial authorizing Resolution at the January 30th Board meeting and the financing team is starting the work on the documents for the prepayment.

11. Canyon Power Project Refunding Revenue Bonds

Mr. Beelner and Mr. Berwanger provided the Committee with information on the refinancing of the Canyon Power Project, Refunding Revenue Bonds, 2020 Series A, B, and C and 2022 Series B. The Committee discussed and recommended a Resolution to the Board authorizing the preparation of all necessary documents for the refinancing. The Committee also discussed the selection of an underwriter for the transaction. The Committee considered the underwriters in SCPPA's Underwriter Pool and their experience and recommended Wells Fargo as the underwriter. Project Vote with Anaheim as the sole project participant.

Moved By: Brian Beelner

Seconded By: Richard Corbi

The following roll call vote was taken:

	Yes	No	Present, Not Voting	Absent
Anaheim	X			
Azusa	X			
Banning	X			
Burbank	X			
Colton				X
Glendale	X			
IID				X
LADWP	X			
Pasadena	X			
Riverside	X			
Vernon	X			

12. Market and Variable Rate Demand Obligation (VRDO) Update

Mr. Berwanger provided the Committee with a market update and VRDO status report.

13. Unsolicited Proposals

Mr. Berwanger provided the Committee with a summary of unsolicited proposals received from investment bankers.

14. Committee Member and Staff Comments

The Committee members and staff were given the opportunity to bring up informational items and/or suggest topics for future Committee meetings. Mr. Beelner asked how follow-up work completed above

and beyond the contingency contracts would be handled. Ms. Godinez, SCPPA General Counsel, responded that the follow-up work would be subject to negotiation.

**THE NEXT FINANCE COMMITTEE MEETING
WILL BE MARCH 3, 2025.**



Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
(626) 793-9364

February 19, 2025

Mr. Daniel E. Garcia
Executive Director
Southern California Public Power Authority
1160 Nicole Court
Glendora, California 91740

Dear Mr. Garcia:

Enclosed is the **January 2025 Investment Report** for the Palo Verde, Southern Transmission System (STS), Southern Transmission System Renewal, San Juan, Magnolia Power, Natural Gas, Natural Gas Prepaid, Mead-Adelanto, Mead-Phoenix, Don A. Campbell/Wild Rose Geothermal, Don A. Campbell 2 Geothermal, Canyon Power, Pebble Springs Wind, Tieton Hydropower, MWD Hydro, Linden Wind, Clean Energy, Milford Wind I, Milford Wind II, Windy Point/Flats, Ameresco, Apex Power, Copper Mountain Solar 3, Columbia 2 Solar, Eland 1, Eland 2, Heber 1 Geothermal, Ormat No. Nevada Geothermal, Ormesa Geothermal, ARP – Loyalton Biomass, Springbok 1 Solar, Springbok 2 Solar, Springbok 3 Solar, Kingbird Solar, Summer Solar, Astoria 2 Solar, Antelope Big Sky Ranch, Antelope DSR 1, Antelope DSR 2, Puente Hills Landfill Gas, Whitegrass No. 1 Geothermal, Star Peak Geothermal, Desert Harvest II, Roseburg Biomass, Red Cloud Wind, Coso Geothermal, Mammoth Casa Diablo IV, and Daggett Solar Power 2 Projects; and for the Project Stabilization, San Juan Mine Reclamation Trust, San Juan Decommissioning Trust, and the SCPPA Decommissioning Trust Funds. The Portfolios for the Projects and Funds included in the Investment Report are in compliance with the SCPPA Investment Policy.

During the month of January, the Investment Group coordinated variable debt service payments of \$577,023 for the Magnolia Power, Linden Wind and Canyon Power Projects. Net swap payments of \$427,449 were received in accordance with the Interest Swap agreements for Canyon Power, Magnolia Power, and Natural Gas Prepaid Projects. On January 2, fixed interest payments of \$52.0 million were made on various bond issues for Southern Transmission System, Southern Transmission System Renewal, Magnolia, Mead-Adelanto, Mead-Phoenix, Natural Gas, Canyon Power, Tieton Hydropower, Windy Point/Flats, Milford Wind I, Milford Wind II, and Apex Power Projects. The net commodity swap receipt for the Natural Gas Prepaid Project was \$956,912.

\$243.2 million of cash and maturities were invested in the various SCPPA project trust funds. Assets managed by the Investment Group for these funds had a market value of \$1.36 billion as of January 31, 2025, with an average yield of 4.35%. Total interest earned on the project funds for the month was \$7.2 million and year to date was \$42.8 million.

Based upon anticipated expenditures for each Project and required receipts from each Participant, SCPPA believes that it will be able to meet all its expenditure requirements for the next six months.

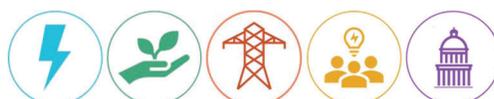
Sincerely,

GRACE MAO

Manager of Finance

Los Angeles Department of Water & Power

The Members of Southern California Public Power Authority work together to power sustainable communities.



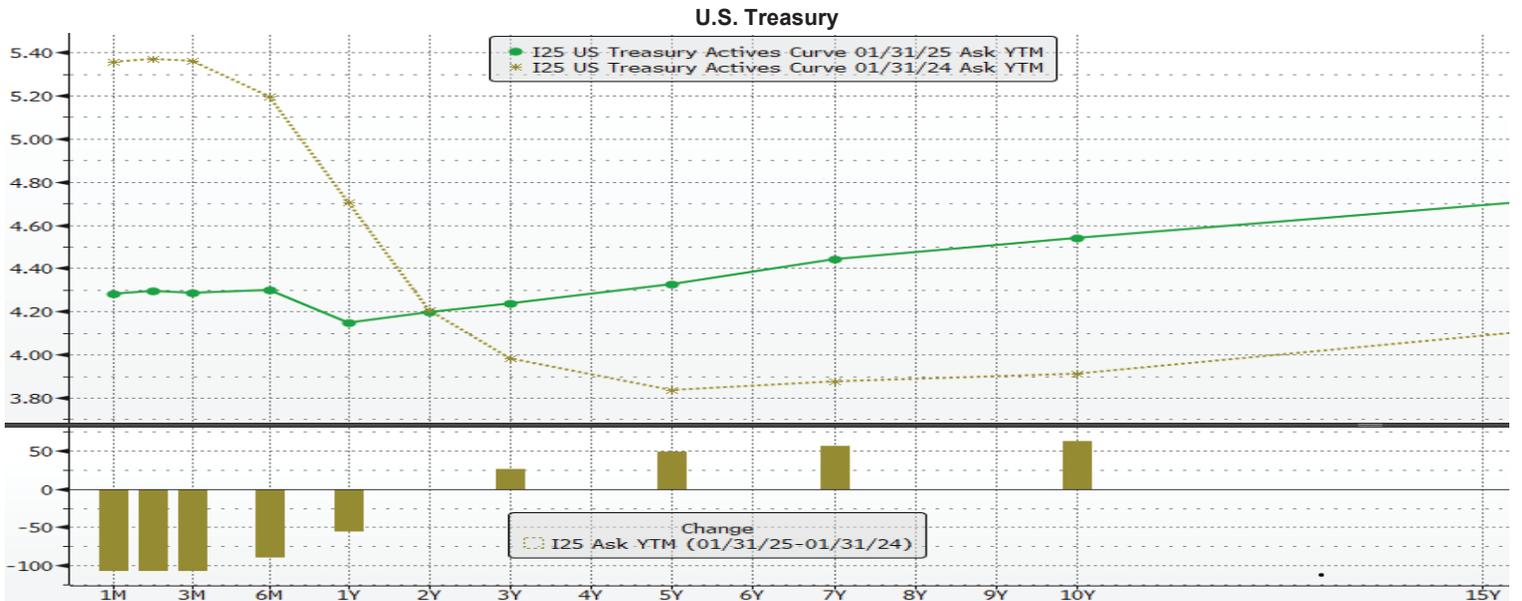
Monthly Investment Report January 31, 2025

Projects	Portfolio Yield	Investment Cost	Carrying Value	Market Value	Portfolio Life ²	Cost of Capital ³
Palo Verde	4.53%	37,943,277	37,984,393	37,984,620	0.28	N/A
San Juan	4.42%	1,688,605	1,689,128	1,689,022	0.16	N/A
Magnolia	4.50%	60,582,782	60,757,031	60,750,871	0.27	2.97%
STS	4.37%	23,096,115	23,114,730	23,111,010	0.42	4.70%
STS Renewal	4.52%	528,287,997	530,699,673	530,589,556	0.83	4.01%
Mead-Phoenix	4.35%	2,724,022	2,727,486	2,727,498	0.19	2.53%
Mead-Adelanto	4.35%	4,230,752	4,235,196	4,235,266	0.17	2.53%
Natural Gas	4.57%	50,220,373	50,233,076	50,210,425	0.21	6.06%
Natural Gas Prepaid ¹	4.82%	19,818,837	19,818,837	19,820,696	8.71	5.09%
Canyon Power	4.42%	21,641,561	21,696,043	21,692,156	0.27	2.74%
Apex Power	4.39%	40,483,785	40,596,255	40,588,976	0.28	4.32%
SCPPA Decomm Trust Fund	3.74%	196,849,520	197,024,449	194,638,183	1.10	N/A
Project Stabilization Fund	4.61%	150,536,650	150,787,444	150,752,383	0.82	N/A
Tieton	4.35%	3,961,988	3,969,102	3,969,102	0.35	2.67%
Clean Energy	4.86%	22,967,288	22,967,288	22,967,288	5.23	N/A
Linden Wind	4.62%	12,463,805	12,507,275	12,503,082	0.70	3.15%
Milford Wind 1	4.37%	13,270,659	13,286,910	13,285,918	0.29	5.08%
Milford Wind 2	4.31%	6,809,476	6,834,259	6,834,259	0.29	1.05%
Windy Point Flats	4.32%	22,080,308	22,169,769	22,170,133	0.28	3.55%
Pwr Purchase Agreements Combined	3.83%	114,141,593	114,350,219	114,352,426	0.09	N/A
San Juan Reclaim Trust Fund	4.00%	18,437,408	18,488,599	18,428,137	0.56	N/A
San Juan Decomm Trust Fund	4.38%	2,596,605	2,598,161	2,598,163	0.28	N/A

¹ Weighted average remaining portfolio life for NG Prepaid includes GICs with AGL.

² In years

³ Cost of capital as of January 31, 2024 as provided by PFM.



Tenor	I25 Ask YTM US	I25 Ask YTM US	I25 Ask YTM (Change)
	Treasury Actives Curve 01/31/25	Treasury Actives Curve 01/31/24	
1M	4.283	5.358	-107.50
2M	4.295	5.370	-107.50
3M	4.284	5.360	-107.60
6M	4.298	5.194	-89.50
1Y	4.149	4.707	-55.80
2Y	4.197	4.207	-1.00
3Y	4.238	3.982	25.50
5Y	4.327	3.835	49.20



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

1160 NICOLE COURT
GLENORA, CA 91740
(626) 793-9364 – FAX: (626) 793-9461
WWW.SCPPA.ORG

MEMO

To: SCPPA Finance Committee

From: Aileen Ma, Chief Financial & Administrative Officer

Date: March 3, 2025

Re: **FY 2024-25 Administrative & General (A&G) Expense Budget to Actual Comparison Report – January 2025**

As of January 31, 2025, total A&G expenditures were \$5,795,639, which was \$387,258 or 6.3% under the year-to-date budget.

Total Indirect A&G expenditures were \$3,176,895, which was \$194,362 or 5.8% under budget. The under budget was primarily due to the timing of expenditures and invoices from vendors and consultants. The under budget was partially offset by slightly higher than anticipated utility bills for the SCPPA Glendora buildings as well as slightly higher than expected office expenses and premiums for liability insurance. Salaries were also slightly over budget due to a three-paycheck month for January, which is expected to level off in the next couple of months.

Total Direct A&G expenditures were \$2,618,744, which was \$192,896 or 6.9% under budget. The under budget was primarily due to the timing of expenditures for legal services and trustee fees and savings in agent billable costs due to personnel vacancy. The under budget was partially offset by other professional services for audit expenses relating to the Magnolia Power Project and Tieton Hydropower Project Operating Agents. Audit fees for SCPPA's fiscal year 2023-24 financial report were also slightly over budget due to the addition of the Clean Energy Project to the financial report. While the audit fees for the Clean Energy Project were not included in the A&G budget, the audit fees were included in the Clean Energy Project's fiscal year 2024-25 project budget that was approved by the SCPPA Board of Directors on September 19, 2024.

Southern California Public Power Authority
FY 2024-25 Administrative & General (A&G) Expense Budget to Actual
January 31, 2025

	ANNUAL BUDGET FY 2024-2025	YTD BUDGET 01/31/2025	YTD ACTUAL 01/31/2025	Under / (Over) Budget	% Variance
Salaries	\$ 3,039,700	\$ 1,773,160	\$ 1,775,297	\$ (2,137)	-0.1%
Employee Benefits	838,300	560,050	482,292	77,758	13.9%
Office Building Costs	154,590	90,185	90,819	(634)	-0.7%
Office Equipment and IT	110,290	76,905	74,365	2,540	3.3%
Office Expenses	61,400	36,815	41,022	(4,207)	-11.4%
Insurance	164,000	143,085	144,205	(1,120)	-0.8%
Meeting Expense	37,500	21,875	19,810	2,065	9.4%
Travel and Conferences	52,000	30,330	14,886	15,444	50.9%
Staff Training/Development	26,000	15,165	6,749	8,416	55.5%
Memberships and Dues	26,010	2,630	1,607	1,023	38.9%
Subscriptions	20,760	11,792	9,217	2,575	21.8%
Gov't Affairs (Sacramento Office)	184,530	100,380	87,280	13,100	13.1%
Legislative Advocacy	368,000	232,585	232,202	383	0.2%
Regulatory Advocacy	220,000	128,335	126,870	1,465	1.1%
General Legal Services	140,000	81,670	44,892	36,778	45.0%
Auditing Services	4,930	4,930	4,930	-	0.0%
Consulting & Other Services	69,500	40,540	8,298	32,242	79.5%
Financial Advisor	90,000	52,500	45,000	7,500	14.3%
Budget Contingency	140,190	-	-	-	0.0%
Subtotal	\$ 5,747,700	\$ 3,402,932	\$ 3,209,741	\$ 193,191	5.7%
Glendora Project Accounting - Direct A&G	(54,300)	(31,675)	(32,846)	1,171	-3.7%
TOTAL INDIRECT A&G	\$ 5,693,400	\$ 3,371,257	\$ 3,176,895	\$ 194,362	5.8%
Outside Counsels	\$ 456,000	\$ 266,000	\$ 178,634	\$ 87,366	32.8%
Auditing Services	365,260	365,260	370,070	(4,810)	-1.3%
Consulting & Other Services	35,500	20,710	25,702	(4,992)	-24.1%
Project Travel Costs	18,350	10,705	3,501	7,204	67.3%
WREGIS Fees	18,160	10,595	6,499	4,096	38.7%
Agent Billable Costs	3,074,300	1,793,342	1,710,545	82,796	4.6%
Trustee Fees	335,750	195,854	174,448	21,406	10.9%
Rating Agency Fees	150,500	117,500	116,500	1,000	0.9%
Subtotal	\$ 4,453,820	\$ 2,779,966	\$ 2,585,898	\$ 194,067	7.0%
Glendora Project Accounting	54,300	31,675	32,846	(1,171)	-3.7%
TOTAL DIRECT A&G	\$ 4,508,120	\$ 2,811,641	\$ 2,618,744	\$ 192,896	6.9%
TOTAL A&G EXPENSES	\$ 10,201,520	\$ 6,182,898	\$ 5,795,639	\$ 387,258	6.3%

MAGNOLIA POWER PLANT OPERATIONS REPORT February 2025

Reporting Period

February 1-28, 2025

Workforce Safety Statistics

- There were zero (0) lost time accidents this month and zero (0) year-to-date (YTD).
- There were zero (0) reportable incidents in February and zero (0) YTD.

Plant Performance Information

- **Availability:** 99.1% in February, 95.3% fiscal year-to-date (FYTD), and 99.6% YTD. (A table showing monthly plant availability for the past fourteen months is attached.)
- **Unit Capacity Factor (240 MW):** 69.0% in February, 76.1% FYTD, and 74.2% YTD.
- **Fired Factored Hours:** 666.0 hours in February 2025.
- **Plant Starts (5 starts/month allowed):** Zero starts used during February.
- **Plant Operating Hours (8,322 hours/year allowed):** 1,410.0 hours YTD.
- **Statistics:** Details are provided on the attached monthly production report entitled "Year-to-Date Summary of Statistics FY2024-25 & CY2025".

Plant Outage Summary and Other Information

- Duct burner testing was performed on February 6, 2025, to determine whether recent modifications improved the output of the system. Based on the test results, the duct burner capacity will be increased by 15MW.
- MPP was shut down on February 28, 2025, to perform a minor inspection, combustion turbine rotor replacement, boiler inspection and balance of plant maintenance. MPP is scheduled to be restarted on April 21, 2025.
- A table entitled "Outage Summary" is attached which shows all the outages that have occurred over the past twelve (12) months. The "2024-2028 Scheduled Inspection Plan" is also attached showing the calendar for future planned outages at MPP.
- There were no instances of stranded energy in February 2025 (a table showing stranded energy by month is attached).

MAGNOLIA MONTHLY PRODUCTION REPORT
Year-to-Date Summary of Statistics
FY2024-25 & CY2025

		2024	2024	2024	2024	2024	2024	2025	2025	2025	2025	2025	2025	FYTD	YTD
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
<u>ENERGY</u>															
Combustion Turbine (Gross)	MWH	101,587	97,251	74,870	91,470	88,203	65,874	90,622	68,769					678,646	159,391
Steam Turbine	MWH	61,116	61,303	50,222	56,523	54,119	39,910	55,391	46,999					425,582	102,390
Plant Generation (Gross)	MWH	162,702	158,554	125,092	147,994	142,322	105,783	146,013	115,769					1,104,228	261,781
Plant Auxiliaries (Unit Aux.)	MWH	5,490	5,461	4,550	5,314	5,025	3,611	5,046	4,533					39,030	9,579
Plant Auxiliaries (Reserve)	MWH	7	6	335	6	6	785	7	54					1,206	61
Plant Generation (Net)	MWH	157,212	153,093	120,542	142,680	137,297	102,172	140,967	111,236					1,065,198	252,203
Capacity Factor (240 MW Net)	%	88.0%	85.7%	69.8%	79.9%	79.5%	57.2%	78.9%	69.0%					76.1%	74.2%
<u>THERMAL EFFICIENCY</u>															
Combustion Turbine (Gross)	BTU/KWh	11,419	11,611	12,230	11,825	11,832	11,801	11,811	12,674					11,861	12,183
Total Plant (Gross)	BTU/KWh	7,214	7,274	7,471	7,312	7,333	7,360	7,337	7,533					7,344	7,423
Total Plant (Net)	BTU/KWh	7,466	7,533	7,753	7,585	7,602	7,620	7,599	7,840					7,613	7,705
<u>AVAILABILITY</u>															
Hours in the Month	Hours	744.0	744.0	720.0	744.0	720.0	744.0	744.0	672.0					5,832.0	1416.0
Plant Operating Hours	Hours	744.0	744.0	656.5	744.0	720.0	538.3	744.0	666.0					5,556.8	1410.0
Duct Burner Operating Hours	Hours	110.8	203.7	106.3	7.4	0.2	21.7	2.9	1.4					454.5	4.3
Plant Availability	%	100.0%	100.0%	91.2%	100.0%	100.0%	72.3%	100.0%	99.1%					95.3%	99.6%
Offline yet Available Hours	Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0					0.0	0.0
Planned Outage Hours	Hours	0.0	0.0	60.0	0.0	0.0	205.7	0.0	6.0					271.7	6.0
Forced Outage Hours	Hours	0.0	0.0	3.5	0.0	0.0	0.0	0.0	0.0					3.5	0.0
Forced Outage	%	0.0%	0.0%	0.5%	0.0%	0.0%	0.0%	0.0%	0.0%					0.1%	0.0%
Total Hours Offline	Hours	0.0	0.0	63.5	0.0	0.0	205.7	0.0	6.0					275.2	6.0
Forced Derated Hours	Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0					0.0	0.0
(FFH) From Peak Power	Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0					0.0	0.0
Total Factored Fired Hours	Hours	744.0	744.0	656.5	744.0	720.0	538.3	744.0	666.0					5,556.8	1,410.0
(FFH) Before Next Inspection	Hours	4,215	3,471	2,815	2,071	1,351	813	69	32,000					-	-
Estimated Date of Next Major Outage														Feb 2029	
<u>FUEL USAGE AND QUALITY</u>															
Combustion Turbine	DTH	1,159,967	1,129,164	915,688	1,081,607	1,043,654	777,406	1,070,339	871,576					8,049,401	1,941,915
Duct Burner	DTH	13,812	24,152	18,933	595	14	1,118	888	481					59,993	1,369
Duct Burner	MMSCF	13.2	23.0	18.0	0.6	0.0	1.1	0.8	0.5					57	1
Duct Burner Fuel Remaining	MMSCF	538.4	515.4	497.4	496.8	496.8	495.7	554.2	553.7					-	-
Total Plant Usage	DTH	1,173,779	1,153,316	934,622	1,082,202	1,043,668	778,524	1,071,227	872,057					8,109,394	1,943,284
Gas BTU (HHV)	BTU/SCF	1,027	1,031	1,026	1,031	1,031	1,024	1,033	1,050					1,032	1,042

Magnolia Power Plant - Outage Summary

Outages During the Reporting Period February 1-28, 2025				
Outage Type	Start Date/Time	End Date/Time	Hours	Comments
PO	2/28/25 6:01 PM	3/1/25 12:00 AM	5.98	Minor Inspection/Rotor Replacement

Summary of Outages During the Past Twelve Months				
Outage Type	Start Date	End Date	Hours	Cause
PO	March 15, 2024	March 21, 2024	132.5	Boiler Inspection/CT water wash
PO	June 21, 2024	June 24, 2024	60.4	CT water wash
PO	September 20, 2024	September 23, 2024	60.00	CT water wash
FO	September 23, 2024	September 23, 2024	3.48	CT fuel valve solenoid failure
PO	December 8, 2024	December 17, 2024	205.73	CT water wash

Outage Type Legend
RS - Reserve Shutdown
PO - Planned Outage
FO - Forced Outage
OMC - Outside of Management Control

Magnolia Power Plant - Availability Summary Table

Monthly	Quarterly	Semi-Annually	Annually
Jan-24 100.0%	Q1 '24 93.9%	H1 '24 95.6%	Yr '24 94.7%
Feb-24 100.0%			
Mar-24 82.1%			
Apr-24 100.0%	Q2 '24 97.2%		
May-24 100.0%			
Jun-24 91.6%			
Jul-24 100.0%	Q3 '24 97.1%	H2 '24 93.9%	
Aug-24 100.0%			
Sep-24 91.2%			
Oct-24 100.0%	Q4 '24 90.7%		
Nov-24 100.0%			
Dec-24 72.3%			
Jan-25 100.0%			
Feb-25 99.1%			



Magnolia Power Project

2024-2028

Scheduled Inspection Plan with 32K Hardware

Offline Water Wash ■

Hot Gas Path / Minor Inspection ■

Major Inspection ■

As of Mar. 3rd, 2025

Total Fired Time

144,837.0 Hours

Total Fired Hours PROJECTED ANNUALLY	2024 (8,322 Hours)	2025 (7,380 Hours)	2026 (8,448 Hours)	2027 (8,448 Hours)	2028 (8,472 Hours)
INSPECTIONS	69 136,897 Hrs. March 2024	73 144,837 Hrs. 3 February 2025	76 January 2026	80 February 2027	84 February 2028
Water Wash 90 Day Intervals Every 2,160 Hours	Offline 6:00 PM 3/15/2024 Online 6:00 AM 3/21/2024 CT Borescope/Boiler Inspection	Offline 6:00 PM 2/28/2025 Online 6:00 AM 4/21/2025 Minor Inspection/Rotor Rep./Boiler Inspection	Offline 6:00 PM 1/23/2026 Online 6:00 AM 1/29/2026 CT Borescope/Boiler Inspection	Offline 6:00 PM 2/5/2027 Online 6:00 AM 2/11/2027 CT Borescope/Boiler Inspection	Offline 6:00 PM 2/4/2028 Online 6:00 AM 2/10/2028 CT Borescope/Boiler Inspection
Hot Gas Path / Minor Inspection Every 32,000 Hours Last HGP @ 81,095 Hrs	70 139,117 Hrs. June 2024 Offline 6:00 PM 6/21/2024 Online 6:00 AM 6/24/2024	74 July 2025 Offline 6:00 PM 7/18/2025 Online 6:00 AM 7/21/2025	77 May 2026 Offline 6:00 PM 5/1/2026 Online 6:00 AM 5/04/2026	81 May 2027 Offline 6:00 PM 5/7/2027 Online 6:00 AM 5/10/2027	85 May 2028 Offline 6:00 PM 5/5/2028 Online 6:00 AM 5/8/2028
Major Inspection Every 64,000 Hours Last Major @ 112,229 Hrs	71 141,241 Hrs. September 2024 Offline 6:00 PM 9/20/2024 Online 6:00 AM 9/23/2024	75 October 2025 Offline 6:00 PM 10/17/2025 Online 6:00 AM 10/20/2025	78 July 2026 Offline 6:00 PM 07/31/2026 Online 6:00 AM 08/03/2026	82 August 2027 Offline 6:00 PM 8/6/2027 Online 6:00 AM 8/9/2027	86 August 2028 Offline 6:00 PM 8/4/2028 Online 6:00 AM 8/7/2028
Upcoming Inspections ■ Minor Inspection CT Rotor Replacement 02/28/2025-04/21/2025	72 143,075 Hrs. December 2024 Offline 6:00 PM 12/08/2024 Online 7:00 AM 12/17/2024		79 November 2026 Offline 6:00 PM 11/06/2026 Online 6:00 AM 11/09/2026	83 November 2027 Offline 6:00 PM 11/5/2027 Online 6:00 AM 11/8/2027	87 November 2028 Offline 6:00 PM 11/3/2028 Online 6:00 AM 11/6/2028
All future dates are estimates based on run hours and are subject to change.					
End Of Year Totals	143,428 Hours	150,808 Hours	159,256 Hours	167,704 Hours	176,176 Hours

Stranded Energy Monthly Report

Month	Participant	Energy (MWh)
Jan-24	-	-
Feb-24	-	-
Mar-24	-	-
Apr-24	-	-
May-24	-	-
Jun-24	-	-
Jul-24	-	-
Aug-24	-	-
Sep-24	-	-
Oct-24	-	-
Nov-24	-	-
Dec-24	-	-
Jan-25	-	-
Feb-25	-	-



TO: Southern California Public Power Authority
FROM: TFG
RE: Federal Legislative Report
DATE: March 12, 2025

February 2025 Federal Report

This legislative report covers activities related to appropriations, energy, and environment as well as telecommunication and cybersecurity issues from February 1 through February 28, 2025.

Executive Summary

Congressional Calendar. The House and Senate were in session for most of January.

FY 25/25 Appropriations. The funding of the federal government that has been authorized by a “Continuing Resolution” (CR) that continues monies flowing to agencies and programs at the current FY 24 funding levels – regular fiscal year ended on September 30, 2024 –that takes funding through March 14th. Congressional negotiators are struggling to complete their work on a FY 2025 funding bill.

Energy and Environment. SCPAA Representatives attended the annual APPA Leg Rally. Representatives from six cities and several SCPAA staff attended.

Telecommunications and Cybersecurity. There has been much activity on the telecom and cyber front, including congressional hearings, new members advancement of various bills from a key committee, among other actions.

2025 Appropriations Process

On December 21, 2024, President Joe Biden signed the **American Relief Act, 2025** ([PL 118-158](#)) into law, averting a federal government shutdown and [funding](#) the federal government at enacted Fiscal Year (FY) 2024 funding levels through **Friday, March 14, 2025**. The House passed the Continuing Resolution (CR) by a vote of [366-34-1](#) on December 20, followed by a vote of [85-11](#) in the Senate in the early morning hours of December 21. Enactment of the CR provides congressional leaders an additional twelve weeks to finalize and pass all twelve FY 2025 spending bills.

Since that time, House and Senate GOP leaders worked to complete the 12 appropriations bills.

However, they also worked to finalize details of a continuing resolution (CR) to fund the federal government through the remainder of the fiscal year ending September 30, 2025, at last year’s levels. House Appropriations Chairman Cole has indicated a yearlong CR did not preclude eventual action on

fully fleshed-out FY 2025 spending bills. He also has indicated that he received assurances from the Office of Management and Budget that automatic cuts slashing military accounts scheduled for May 1 would not occur under a full-year CR.

Congressional earmarks (i.e., Community Project Funding/Congressionally Directed Spending) would not be included in the yearlong CR package.

Energy and Environment

APPA Fly-In

SCPPA Representatives attended the annual APPA Legislative Rally held in Washington DC at the end of February. Representatives from six cities – including the mayors of Glendale and Burbank -and several SCPPA staff attended. Among the group’s activities were a series of meetings with federal legislators and their staffs, including Senator Schiff (the senator himself) as well as key congressional committees (House Ways and Means) and the US Treasury Department. Among the key issues we focused on were: the need to preserve tax free municipal bond financing, maintaining and boosting critical infrastructure as well as an opportunity to focus on what public utilities are and what we do.

Telecommunications and Cybersecurity

Telecommunications

USF Oral Arguments: The Supreme Court [scheduled](#) oral argument for March 26 in *FCC et al. v. Consumers’ Research et al.* (case 24-354) and other challenges to the Fifth Circuit’s en banc decision that the combination of Congress’s broad delegation of Universal Service Fund (USF) authority to the FCC and the FCC’s subdelegation to the Universal Service Administrative Co., a nongovernmental entity, “amounts to a constitutional violation” (*Consumers’ Research et al. v. FCC and United States of America*, No. 22-60008, slip op. at 12 (5th Cir. July 24, 2024)).

Spectrum Legislation: Sen. Mike Lee (R-UT reintroduced legislation ([S. 792](#)) that would require the National Telecommunications and Information Administration (NTIA) to estimate the value of spectrum assigned or otherwise allocated to federal government entities. He also introduced another bill ([S. 794](#)) that would require NTIA to audit spectrum assigned to federal agencies.

CSRIC Legislation: Rep. Robert Menendez (D-NJ) introduced a bill that would direct the FCC to establish a council to make recommendations on ways to increase the security, reliability, and interoperability of communications networks, essentially codifying in law the FCC’s Communications Security, Reliability, and Interoperability Council ([H.R. 1717](#)). Separately, the FCC’s Communications Security, Reliability, and Interoperability Council plans to hold its next meeting March 19 at 1 p.m. in the FCC’s meeting room and via conference call. It will also be available at <https://www.fcc.gov/live>.

Broadband Grant Tax Exemption Bill: Sen. Jerry Moran (R-KS) [introduced](#) a bipartisan bill to exempt Broadband Equity, Access, and Deployment grants and subgrants, as well as certain other categories of federal broadband grants, from federal income taxation. In addition to BEAD funding, the Broadband Grant Tax Treatment Act would cover the following funding also administered by the National Telecommunications and Information Administration: State Digital Equity Capacity Grant Program grants and subgrants; Digital Equity Competitive Grant Program grants; middle-mile grants; and the Broadband Infrastructure Program authorized by the Consolidated Appropriations Act of 2021. It also would cover the following programs administered by the Agriculture Department’s Rural Utilities Service: the ReConnect broadband loan and grant pilot program and the Distance Learning, Telemedicine, and Broadband Program.

Cabinet and FCC Nominees

The Senate confirmed Brooke Rollins to be secretary of Agriculture by a [72-28](#) margin and voted [51-45](#) to confirm Howard Lutnick to be secretary of Commerce. The Senate also received the nomination of Olivia Trusty to serve the remainder of the FCC term left vacant by the departure of former Chairwoman Jessica Rosenworcel and a full five-year term that begins on July 1.

Cybersecurity

CISA Ransomware Alert: A China-based ransomware group is attacking critical infrastructure by exploiting systems that should have been patched, according to an [advisory](#) published by the Cybersecurity and Infrastructure Security Agency, Federal Bureau of Investigation, and Multi-State Information Sharing and Analysis Center. Known as “Ghost,” the ransomware group has attacked organizations running outdated versions of software and firmware for Internet-facing services since 2021, the advisory noted.

Cyber Workforce Bill: The House Homeland Security Committee [adopted](#) legislation that would provide two-year scholarships to train cybersecurity professionals in exchange for government service. The Providing Individuals Various Opportunities for Technical Training (PIVOTT) to Build a Skills-Based Cyber Workforce Act ([H.R. 1000](#)) was introduced by Rep. Mark Green (R., Tenn.), the committee’s chairman. Rep. Green expects the legislation would add 10,000 cybersecurity professionals to the U.S. workforce and alleviate the cyber workforce shortage.





AGENDA ITEM STAFF REPORT

MEETING DATE:

March 20, 2025

RESOLUTION NUMBER:

2025-009

SUBJECT:

Resolution Establishing Dates and Times for the Regular Meetings of the Authority's Board of Directors, where the Meeting Date falls on an Authority Holiday

DISCUSSION:

OR

CONSENT:

Select the appropriate box(es):

FROM:

- Finance
- Project Development
- Program Development
- Regulatory/Legislative
- Project Administration
- Legal
- Executive Director

METHOD OF SELECTION:

- Competitive
- Cooperative Purchase
- Sole Source
- Other

Other (Please describe):

N/A

MEMBER PARTICIPATION:

Sponsoring Member: N/A

Other Members Potentially Participating: N/A

Signed by:

Daniel E Garcia

Approved by Executive Director:

DAE0F3A6ECDE496...

RECOMMENDATION:

Adopt a Resolution establishing an alternative meeting date for Regular Meetings of the Board of Directors when the regular meeting date – ordinarily the third Thursday of the month -- would fall on a SCPPA holiday.

BACKGROUND:

SCPPA, as a public agency, is subject to the requirements for holding its Board meetings in accordance with the requirements of the Ralph M. Brown Act (Cal. Government Code section 54950 et seq. (Brown Act). The SCPPA Joint Powers Agreement (JPA) and By-laws require the Board of Directors to meet at least once per year. The JPA (Section 10(a)) and By-laws further provide that “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.”

From time to time over the years, the Board has adopted Resolutions in which the Board has specified and periodically changed the date, time, and place for holding its regular meetings. In 2020, the Board adopted Resolution No. 2020-093, in which it affirmed the date, time, and place for regular meetings to be 10:00 am on the third Thursday of each month at SCPPA’s principal office in Glendora, California, except that during the declared State of Emergency as a result of the COVID-19 pandemic, meetings were conducted entirely by teleconference and the meeting time was moved to 9:00 am. In 2021, the Board adopted Resolution No. 2021-093, at which time it reinstated the 10:00am meeting time. The Board of Directors’ current schedule for its regular meetings is the third Thursday of every month, at 10:00 a.m., at SCPPA’s Glendora office.

DISCUSSION:

During the current calendar year 2025, the Board of Director’s regular meeting date in June would fall on June 19, 2025, which is the Juneteenth holiday. In order to avoid the conflict with June 19, 2025 and any future months where the third Thursday of the month would fall on a SCPPA holiday, SCPPA proposes that for such months, the regular meeting of the SCPPA Board will be moved one week and held at 10:00 am on the fourth Thursday of the month.

- **SCPPA’s Authority:**

SCPPA’s Joint Powers Agreement authorizes the SCPPA Board of Directors to fix the date, hour, and place of its regular meetings.

FISCAL IMPACT:

None.

ATTACHMENT:

1. Resolution No. 2025-009

RESOLUTION NO. 2025-009

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY ESTABLISHING THE REGULAR MEETING DATE AND TIME FOR REGULAR MEETINGS OF THE BOARD OF DIRECTORS THAT WOULD OTHERWISE OCCUR ON AN AUTHORITY HOLIDAY

WHEREAS, the Southern California Public Power Authority ("SCPPA" or "the Authority") is a public entity duly organized and existing under the Joint Exercise of Powers Act (Cal. Government Code sec. 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 (each, a "Member"), 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, and Authority By-laws, has the power, among other things, to adopt and modify from time to time such by-laws and other rules and regulations for the conduct of its meetings as it may deem proper, including establishing by Resolution the date, hour, and place of regular Board meetings of the Authority; and

WHEREAS, the Authority, as a public agency, is subject to the requirements for holding and conducting meetings of its Board as set forth in the under the Ralph M. Brown Act, Government Code Section 54950 *et seq.*, ("Brown Act"), which provides in relevant part that "[e]ach legislative body of a local agency shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business of that body, the time and place for holding regular meetings." (Cal. Government Code section 54954(a)); and

WHEREAS, Section 10(a) of the Authority's Joint Powers Agreement and Article III, Section 2 of SCPPA's By-Laws both provide that "[t]he date upon which, and the hour and place at which, each regular meeting [of the Board] shall be held, shall be fixed by resolution of the Board of Directors;" and

WHEREAS, beginning with Resolution No. 1980-2, followed by Resolution Nos. 1983-5, 1989-21, 1991-1, 2021-35, 2020-093, and 2021-093, the Board has specified and periodically changed the date, time, and location for holding regular meetings of the Board; and

WHEREAS, the regular meetings of the Board currently take place on the third Thursday of every month at 10:00 a.m. at SCPPA's principal office in Glendora, California; and

WHEREAS, upon occasion, including during the month of June of 2025, the third Thursday of the month will fall on a holiday of the Authority; and

WHEREAS the Board desires to establish an alternate date and time for its regular meetings, for months during which the third Thursday of the month falls on an Authority holiday.

NOW, THEREFORE, THE BOARD OF DIRECTORS DOES FIND AND RESOLVE AS FOLLOWS:

1. Regular meetings of the Board of Directors shall be held at 10:00 a.m. on the third Thursday of each month in the principal offices of SCPPA in Glendora, California; provided, however, that in any month where the third Thursday of the month falls on a holiday of the Authority, the regular meeting of the Board of Directors for such month shall take place on the fourth Thursday of such month, at 10:00 a.m. in the principal offices of SCPPA in Glendora, California, and in all cases as required by the Brown Act.

4. Nothing herein shall exempt the Authority from complying with applicable law, including the Brown Act. Nothing herein shall prohibit the Authority from cancelling any regular meeting or from calling a special meeting as provided in the Brown Act.

5. This Resolution is adopted under the SCPPA JPA and State law. If any section, subsection, clause, or phrase of this Resolution is declared invalid or otherwise void by a court of competent jurisdiction, it shall not affect any remaining provision hereof.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 20th day of March, 2025. This Resolution shall become effective immediately.

TODD DUSENBERRY
PRESIDENT
Southern California Public
Power Authority

ATTEST:

DANIEL E GARCIA
ASSISTANT SECRETARY
Southern California Public Power Authority



AGENDA ITEM STAFF REPORT

MEETING DATE:

March 20, 2025

RESOLUTION NUMBER:

2025-010

SUBJECT:

Novation Agreement between Energy Federation Inc., AM Conservation, Inc., and SCPPA

DISCUSSION:

OR

CONSENT:

Select the appropriate box(es):

FROM:

- Finance
- Project Development
- Program Development
- Regulatory/Legislative
- Project Administration
- Legal
- Executive Director

METHOD OF SELECTION:

- Competitive
- Cooperative Purchase
- Sole Source
- Other
- Other (Please describe):

MEMBER PARTICIPATION:

Sponsoring Member: Anaheim, Azusa, Colton, Glendale, Imperial Irrigation District, and Pasadena

Other Members Potentially Participating:

Approved by Executive Director:

Signed by:


DAE0F3A6ECDE496...

RECOMMENDATION:

Approve a Novation Agreement (“Novation Agreement”) between Energy Federation, Inc. (“EFI”), AM Conservation, Inc. (“AMC”) and SCPPA. The Novation Agreement would provide for SCPPA to consent to have AMC replace EFI as SCPPA’s counterparty to an existing Master Goods and Service Agreement for energy efficiency products and services (“MGSA”).

BACKGROUND:

EFI provides energy efficiency products and related services to assist SCPPA and its Members in improving the operations of their electric utility systems by implementing energy savings measures for residential and commercial customers. On June 12, 2024, SCPPA received an email from Paul Danehy, CEO & President of EFI, notifying SCPPA that AMC, the products division of Franklin Energy, had entered into an agreement to purchase substantially all the assets of EFI.

In his email, Paul Danehy informed SCPPA that there will be no material changes to the way business is done with EFI, and that AMC will continue providing services to SCPPA Members without interruption. SCPPA Members, through the Customer Programs Working Group, have indicated that they are comfortable with AMC providing services under the MGSA. SCPPA Members who have utilized EFI's services include Anaheim, Azusa, Colton, Glendale, Imperial Irrigation District, and Pasadena. The EFI MGSA is dated March 18, 2021, and is set to expire on March 17, 2027.

The EFI MGSA requires SCPPA's consent to an assignment of contract. EFI, AMC and SCPPA have negotiated the terms of a Novation Agreement, under which AMC would replace EFI as SCPPA's counterparty under the terms of the MGSA, including the Task Orders issued thereunder.

DISCUSSION:

- **Scope:**

AMC will be providing the same services that EFI provided under the MGSA.

EFI's scope of work includes, but is not limited to, the following core services:

1. eCommerce Marketplace Programs for Residential and Commercial Products
2. Energy Efficiency Kit Programs
3. Point of Sale Instant Rebate Programs
4. Traditional Rebate Programs
5. Marketing Services
6. Customer Service Support

- **Selection Method:**

SCPPA issued a Request for Proposals for Energy Efficiency Products and Services on December 7, 2020. The submittal deadline for the RFP was December 22, 2020.

A total of five (5) responses were received and evaluated by staff of SCPPA and Colton based on qualifications, experience, skills required to provide the required services, demonstration of project management abilities, references, and cost-competitiveness. EFI was selected as the most qualified and cost-effective firm out of the respondents to SCPPA's competitive solicitation to provide such Services for the benefit, and at the direction of, participating Members.

- **SCPPA's Authority:**

SCPPA has the authority to execute the proposed Novation Agreement, and to continue to offer energy efficient services and products to its Members pursuant to the MGSA, in accordance with the California Joint Exercise of Powers Act, the SCPPA Joint Powers Agreement and the provisions of Section 9615 of the California Public Utilities Code ("Section 9615"). The SCPPA Joint Powers Agreement provides SCPPA with the authority to develop, finance, construct, operate and maintain electric energy generation and transmission projects. SCPPA's ability to exercise this right is supplemented by the requirements of Section 9615 which requires that each local publicly owned electric utility, in procuring energy, "shall first acquire all available energy efficiency and demand reduction resources that are cost effective, reliable and feasible." As a local publicly owned utility, as that term is defined by the California Public Utilities Code, SCPPA and its members are subject to the requirements of Section 9615. The MGSA for the procurement of Energy Efficiency Related Services and Products between EFI and SCPPA will satisfy the requirements of Section 9615. The Novation Agreement between EFI, AMC, and SCPPA merely changes the vendor in the MGSA (including its Task Orders) but does not alter or expand the services provided.

FISCAL IMPACT:

There is de minimis impact on SCPPA's Administrative and General budget outside of staff time to administer the MGSA. Execution of the Novation Agreement will not have a fiscal impact on SCPPA.

The MGSA has a "not-to-exceed" amount of four hundred thousand dollars (\$400,000.00) over the remaining term of the Agreement.

Participating Members will have committed in writing to paying for any, and all, services procured from under the MGSA pursuant to separate Task Orders for each SCPPA Member that elects to receive such services under the MGSA.

ATTACHEMENTS:

1. Resolution No. 2025-010
2. Novation Agreement

RESOLUTION NO. 2025-010

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A NOVATION AGREEMENT BETWEEN ENERGY FEDERATION, INC. AM CONSERVATION, INC., AND THE AUTHORITY PERTAINING TO A MASTER GOODS AND SERVICES AGREEMENT BETWEEN ENERGY FEDERATION, INC. AND THE AUTHORITY, AND AUTHORIZING CERTAIN RELATED ACTIONS

WHEREAS, the Southern California Public Power Authority (“SCPPA” or “the Authority”) and its Members (“Members”) are engaged in planning, development, procurement and operation of generation and transmission assets in connection with the distribution of electrical energy to retail customers, are obligated under the law to first consider procurement of available energy efficiency and demand reduction measures before procuring additional generation or transmission resources; and

WHEREAS, the SCPPA Members have a need for the procurement of efficiency-related services and products, including energy efficiency marketplace services and energy efficient products and rebate program services (the “Services”); and

WHEREAS, on March 18, 2021, SCPPA and Energy Federation, Inc. (“EFI”) executed a Master Goods and Services Agreement and various Task Orders thereunder (collectively, the “MGSA”), pursuant to which Services have been provided to Members, and the MGSA will expire on March 17, 2027; and

WHEREAS, in June of 2024, EFI notified the Authority that AM Conservation, Inc., a products division of Franklin Energy (“AMC”), had entered into an agreement under which AMC would purchase substantially all of the assets of EFI; and

WHEREAS, the MGSA requires the Authority’s approval for any assignment of the MGSA; and

WHEREAS, EFI, AMC, and the Authority have negotiated and agreed upon the terms of a Novation Agreement, pursuant to which AMC will replace EFI as the Authority’s counterparty under the MGSA (including the Task Orders issued thereunder), and AMC will continue to provide the Services to the Authority and its Members without change; and

WHEREAS, SCPPA recommends that the SCPPA Board of Directors authorize execution of the Novation Agreement to memorialize the change in counterparty to the MGSA.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

1. The Executive Director is authorized and directed to execute the Novation Agreement between Southern California Public Power Authority, Energy Federation, Inc., and AM Conservation, Inc. in connection with this matter, which agreement been presented to the Board of Directors in substantially final form, with such changes, insertions, and omissions as shall be approved by the Authority's President, Vice President, or Executive Director (such approval to be conclusively evidenced by her or his execution and delivery thereof).
2. The President, Vice President, Secretary, any Assistant Secretary, Executive Director, and any other officer of the Authority are each hereby authorized to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for conducting the transaction contemplated by this Resolution (including but not limited to, making such changes to the Novation Agreement or other documents and instruments referred to in this Resolution if such changes are determined by the President, Vice President, or Executive Director to be necessary or advisable). Each reference in this Resolution to the President, Vice President, Secretary, Assistant Secretary or Executive Director shall refer to the person holding such office or position, as applicable, at the time a given action is taken and shall not be limited to the person holding such office or position at the time of the adoption of this Resolution.
3. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 20th day of March, 2025.

TODD DUSENBERRY
PRESIDENT
Southern California Public
Power Authority

ATTEST:

DANIEL E GARCIA
ASSISTANT SECRETARY
Southern California Public
Power Authority

Novation Agreement

This Novation Agreement (this "**Novation Agreement**") dated and effective as of August 24, 2024 ("Effective Date"), is entered into by and among The Energy Federation, Inc. dba EFI ("EFI"), a Massachusetts non-profit corporation, with offices located at Knowledge Park, 2 Mount Royal Avenue, Suite 325, Marlborough, MA 01752 ("**Assignor**"), AM Conservation Group, Inc., a New Jersey Corporation, with offices located at 1701 Charleston Regional Parkway, Suite A, Charleston, SC 29492 ("**Assignee**"), and Southern California Public Power Authority, a joint powers agency created pursuant to the laws of the State of California with offices located at 1160 Nicole Court, Glendora, California 91740. ("**Remaining Party**").

1. Contract Subject to This Novation Agreement. This Novation Agreement is entered into with reference to that certain Master Goods and Services Agreement by and between Assignor and Remaining Party, dated March 18, 2021, and including Task Order Numbers: CEU-01, CEU-A-01, IID-01; EFI-NCPA-AMP01; EFI-NCPA-SVP01, attached hereto and incorporated herein as Exhibit 1 (collectively, the "**Original Contract**").

2. Novation Agreement.

(a) The Assignee shall be substituted for the Assignor in the Original Contract and shall acquire all the rights and become obligated to perform all the duties of the Assignor that are hereby fully assigned and delegated to the Assignee. The Assignee undertakes full performance of the Original Contract in the place of the Assignor, and makes a separate promise to faithfully and fully so perform.

(b) The Remaining Party hereby agrees to modify the Original Contract as set forth in Exhibit 2 and makes a separate promise to continue exercising its rights and performing its obligations under the Original Contract, as modified by this Novation Agreement, as if the Assignee was the original party to the Original Contract.

3. Release of the Assignor from Liabilities. In consideration of this novation, on and after the date of this Novation Agreement (i) the Assignor shall be relieved of all obligations to perform under the Original Contract and shall be fully relieved of liability to any other party to this Novation Agreement arising out of the Original Contract; and (ii) the Remaining Party shall be fully relieved of all obligations and liability to Assignor, its officers, agents, and employees arising out of the Original Contract.

4. Governing Law and Venue. This Novation 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. All litigation arising out of or relating to this Novation Agreement shall be brought in a state or federal court in the County of Los Angeles in the State of California, and all parties waive the defense of *forum non conveniens*.

5. Electronic Signatures and Counterparts. This Novation 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 Novation Agreement may be detached from any counterpart of this Novation Agreement without impairing the legal effect of any signature thereon and may be attached to another counterpart of this Novation Agreement identical in form hereto by having attached to it one or more signature pages. The Parties may execute this Novation Agreement by manual signature or by electronic signature, each of which shall have the same force and effect. A signed copy of this Novation 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 Novation 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 hereto have executed this Novation Agreement as of the date first written above.

ASSIGNOR:

The Energy Federation, Inc.

By Paul Danchy

Name: Paul Danchy

Title: CEO & President

ASSIGNEE:

AM Conservation Group, Inc.

By John Bailes

Name: John Bailes

Title: President

REMAINING PARTY:

Southern California Public Power Authority

By _____

Name: Daniel E Garcia

Title: Executive Director

Approved as to Form:

Christine A. Godinez
General Counsel
Southern California Public Power Authority

EXHIBIT 1
ORIGINAL CONTRACT

MASTER GOODS AND SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
THE ENERGY FEDERATION, INC.

This MASTER GOODS AND SERVICES AGREEMENT ("Agreement") is entered into and effective **March 18, 2021**, by and between The Energy Federation, Inc. ("Contractor"), a Massachusetts Corporation, located at 1 Willow Street Southborough, MA 01745, 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.

If Contractor requests, Participating Member will establish a retainer account with Contractor which Participating Member will pre-fund in the amount to cover at least 1 month forecast activity and replenish monthly so that Contractor may be paid in a timely fashion. Contractor will be responsible for drafting, gathering, and submitting all program-related invoices to Participating Member for review and approval. Invoices shall include a list of all services performed, all fees associated with services performed, a subtotal of all invoices billed to date, and a subtotal of the existing retainer account balance and be sent to both SCPPA and the Participating Member in accordance with the Agreement terms. Invoices will be deducted from the retainer account upon approval from Participating Member. Retainer account funds will only be used to pay for the Member-defined services covered by this agreement. Any additional services to be funded under the retainer account must be mutually agreed upon in writing by all Parties. Contractor is to notify Participating Member within 1 week of the retainer account balance reaching 50% of initial balance. Contractor will work with Participating Member to determine the amount of funding needed to cover the continuing expenses for Services defined above and a means of verifying account activity.

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 Bryan Cope, telephone number (626) 793-9364 Ext. 214, fax number (626) 793-9461 and e-mail address is BCope@scppa.org. All of Contractor's questions pertaining to this Agreement shall be referred to the above-named person(s), or to the representative's designee.

Contractor's representative for this Contract is Philip Scarbro, telephone number 508-870-2277 Ext. 4435 and e-mail address is pscarbro@EFI.org. 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:
Bryan Cope
1160 Nicole Court
Glendora, CA 91740
(626) 793-9364
BCope@scppa.org

To Contractor:
Philip Scarbro
The Energy Federation, Inc
1 Willow Street
Southborough, MA 01745
(508) 870-2277 Ext. 4435
PScarbro@EFL.org

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

DocuSigned by:
Michael S. Webster
By: _____
B6AA32131A0046E...
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

DocuSigned by:
Mary Beth Martin

AD5D8B3F2717439...
MARY BETH MARTIN
General Counsel

THE ENERGY FEDERATION, INC

DocuSigned by:
Paul Danehy
By: _____
5D5DA05793DA44A...
PAUL DANEHY
CEO

EXHIBIT A

**LIST OF GOOD AND SERVICES
TO BE PROVIDED UNDER THIS AGREEMENT**

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

- 1. eCommerce Marketplace Programs for Residential and Commercial Products**
 - Program Management
 - Customer Contact Center Services
- 2. Energy Efficiency Kit Programs**
- 3. Point of Sale Instant Rebate Programs**
 - Program Management and Rebate Processing
 - Customer Contact Center Services
 - Marketing and Field Services
- 4. Traditional Rebate Programs**

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 and Content:

MARY BETH MARTIN
General Counsel

ENERGY FEDERATION, INC.

By: _____

PAUL DANEHY
CEO

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 SCPA – 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 **Eight Hundred Thousand Dollars (\$800,000.00)**.

Marketplace Programs

Initial Set-up

- eCommerce platform configuration \$10,000.00
- SSO/API integration (optional) \$10,000.00 per integration
- Additional customer groups \$5,000.00 per customer group

Initial platform set-up assumes standard configuration with one customer group, estimated to require 60 hours of development with table-based customer authentication (weekly or monthly files via SFTP) or through zip code validation.

Program Management

- Monthly program management fee \$500.00 per month*
- Tableau dashboard and reporting license fee \$1,000.00 per user per year

* In our model, we don’t charge different fees for different types of functionality, but rather cover our costs and realize net revenue through margin on product sales. We will, however, offer to waive the \$500.00 monthly program management fee going forward when cumulative program-to-date purchases through the marketplace reaches \$500,000, which would be likely through a multi-year agreement.

Customer Contact Center Services

- Telephone ordering support for customers (optional) \$1.35 per minute
- Live Chat support *Included*
- Email support *Included*

Energy Efficiency Kit Programs

Pricing for Energy Efficiency Kits are largely driven by the selected measure mix and the resulting shipping costs. EFI will quote Energy Efficiency Kits to SCPPA members as requested with the following component breakdown:

- Pricing of selected products;
- Pricing of assembly, including marketing inserts and custom box labels;
- Cost of shipping; and,
- Any applicable taxes.

Point of Sale Instant Rebate Programs

Initial Set-up

- e-rebates platform configuration (1 customer group included) \$5,000.00
- Additional customer groups/jurisdictions \$5,000.00 per customer group
- SSO/API integration (optional) \$10,000.00 per integration

Program Management and Rebate Processing

- Monthly program management fee \$600.00 per retailer
- Annual retailer management \$500.00 per retailer

- Rebate processing \$1.50 per redeemed coupon
- Cost of money (optional for prefund of retailer payments) 1%
- Tableau dashboard and reporting license fee \$1,000.00 per user per year

Customer Contact Center Services

- Telephone ordering support for customers (optional) \$1.35 per minute
- Live Chat support *Included*
- Email support *Included*

Marketing and Field Services

- POP & In-store signage design (covers 48 hours annually) \$6,000.00
- POP & In-store signage printing (*at cost*) \$1,000.00 *estimated*
- Merchandising & Field Services (\$30/hour) \$3,600.00 *estimated*

Traditional Rebate Programs

Pricing for traditional rebate programs is largely driven by the number of measures available for rebates and the annual volume of rebate applications. EFI will quote traditional rebate processing services to SCPPA members as requested with the following component breakdown:

- Initial platform development, including online application forms;
- Monthly management fee, which includes all aspects of processing rebates and non-compliant applications, subject to a maximum number of rebates processed per month with additional rebates over that limit charged at an incremental rate;
- Cost of money for EFI pre-funded rebate payments; and,
- Annual Tableau dashboard and licensing fees.

Hourly Out-of-Scope Rates

For work not defined as in-scope for each SCPPA implementation, the following hourly pricing rates prevail:

- Program Management \$95.00 per hour, 2% annual increase
- Marketing Services \$125.00 per hour, 2% annual increase
- IT Business Analyst \$150.00 per hour, 2% annual increase
- IT Software Developer \$185.00 per hour, 2% annual increase

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.: EFI-NCPA-AMP01

Date: 9/1/2021

Project Description: The Energy Federation, Inc. eCommerce Marketplace and Rebate Processing Services

Sponsor: Northern California Power Agency (NCPA)

Participating NCPA Member: City of Alameda dba Alameda Municipal Power (AMP)

Contractor: The Energy Federation, Inc. (“EFI”)

Contractor, SCPA and NCPA, on behalf of the Participating NCPA Member (“Participating Member”) identified above, agree that Contractor shall provide the Services specified herein pursuant to the terms and conditions of the Master Goods and Services Agreement Between Southern California Public Power Authority and The Energy Federation, Inc. (“Agreement”) dated March 18, 2021, except as specifically modified herein.

SCPA and NCPA executed a Shared Services Agreement effective August 1, 2015, authorizing among other things, the purchase or acquisition of goods and services by each Party or a Party’s Members where provision has been provided in contracts for the other Party and its Members to avail themselves of goods and services offered under the contract or where either Party’s bidder or Contractor is willing to extend prices to the other Party and its Members.

Scope of Services

Contractor will provide its eCommerce Marketplace Program services including a platform and fulfillment center which enables AMP customers the ability to consult, compare, learn, and purchase qualifying energy efficient products for their AMP service address; and provide Downstream Rebate Processing Program management services for items not purchased or offered on the Marketplace. These services are more fully described in EFI’s Ecommerce Marketplace Program Statement of Work and Downstream Rebate Program Scope of work, copies of which are attached hereto as Exhibit “A”.

Compensation and Schedule

The total cost for the requested Services under this Task Order **shall not exceed \$264,365.00**, which shall include all fees, costs, reimbursables, and expenses, in accordance with Contractor’s Pricing included in Exhibit “A.” This dollar amount is not a guarantee that the full amount will be paid to Contractor, but is merely a limit of potential expenditures under this Task Order.

The services requested by this Task Order shall be performed starting in approximately September 2021 and continue through March 17, 2024 based on the Purchase Order issued by NCPA to EFI.

Changes/Amendments to Agreement

In accordance with Section 4 of the Agreement, entitled “Changes/Amendments,” the Agreement between SCPA and EFI is hereby amended and/or restated for purposes of this Task Order only as follows:

- a. The following WHEREAS clause is added to the Agreement:

WHEREAS, in addition to the SCPA members, the Northern California Power Agency (“NCPA”) and its member agencies, from time to time, have a similar need for services, and where NCPA and its member agencies participate in this Agreement the term Member shall apply to each in the same manner as it applies to any SCPA member; and

- b. The definition of “Participating Member” set forth in Section 1, entitled “Work to be Provided”, is amended as follows: A Member, or NCPA or a NCPA member agency, who participates in any Task Order shall be referred herein as the “Participating Member.”

- c. Section 5 of the Agreement, entitled “Payment,” is hereby amended and restated for purposes of this Task Order only to read in full as follows:

5. **Payment:** NCPA shall pay Contractor directly for Services provided to Alameda Municipal Power under this Task Order in accordance with the terms and payment schedule contained in the applicable Task Order. Contractor shall submit invoices not more often than once a month during the term of this Task Order based on the cost for services performed and reimbursable expenses incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Work;
- At NCPA’s option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation to Agency’s reasonable satisfaction; and
- At NCPA's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:
Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
AcctsPayable@ncpa.com

NCPA shall make payments to Contractor, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. NCPA shall have sixty (60) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

Representatives of Sponsor and Participating Member:

Sponsor Representative

Randy S. Howard, General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678
Telephone: 916-781-3636

Linda Stone, Support Services Program Coordinator
Linda.stone@ncpa.com
Telephone: 916-781-4248

Participating Member Representative:

Heather Heinbaugh
City of Alameda dba Alameda Municipal Power
heinbaugh@alamedamp.com
Telephone: 510-748-3946

[SIGNATURE PAGE FOLLOWS]

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

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

DocuSigned by:
Michael S. Webster
By: _____
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:
DocuSigned by:
Mary Beth Martin

MARY BETH MARTIN
General Counsel

THE ENERGY FEDERATION, INC.

By: *Paul Danshy*

PAUL DANEHY
Chief Executive Officer

Sponsor's Acknowledgement and Agreement

By signing this Task Order, NCPA agrees that it is responsible for payment to Contractor for all fees and expenses invoiced by Contractor in accordance with Section 5, above, and will be responsible for all payment obligations incurred in connection with the work performed at the direction of or on behalf of Participating Member (City of Alameda dba Alameda Municipal Power). Sponsor agrees to indemnify, defend and hold SCPPA and all SCPPA Members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participating NCPA Member.

NORTHERN CALIFORNIA POWER AGENCY

By: *Randy S Howard*
Randy S Howard (Aug 30, 2021 15:06 MDT)

RANDY S. HOWARD
General Manager

Approved as to form:

Jane E. Luckhardt

JANE E. LUCKHARDT, NCPA General Counsel

Participating Member's Acknowledgment and Agreement

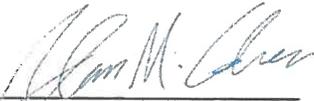
Participating NCPA Member, Alameda Municipal Power, agrees to indemnify, defend and hold harmless SCPPA, all other members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, 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.

CITY OF ALAMEDA DBA ALAMEDA MUNICIPAL POWER



NICO PROCOS, General Manager

Approved as to form:



ALAN M. COHEN, AMP General Counsel

EXHIBIT "A" Page 1

Alameda Municipal Power
ECOMMERCE MARKETPLACE PROGRAM
STATEMENT OF WORK

EFI shall develop, deploy, and operate an eCommerce marketplace and fulfillment services to support Alameda Municipal Power. The marketplace shall include EFI's standard online marketplace functionality unless otherwise specified. In this document is an overview of the in-scope components. Functionality not referenced in this document shall be considered out of scope.

A. Introduction and Overview

The goal of EFI's eCommerce Marketplace program is to allow eligible customers of Alameda Municipal Power (AMP) to learn about and purchase qualifying energy efficient products through an AMP-branded eCommerce site with AMP incentives incorporated into the purchase price and orders shipped directly to the customer by EFI.

B. Scope of Work

EFI shall create, host, and maintain a secure eCommerce site ("marketplace") to be used by AMP's eligible customers. The marketplace will support current and future versions of the major Web browsers on common operating systems and be mobile responsive, ensuring a positive user experience on computers, tablets, and smart phones.

B.1. EFI shall provide program management support to AMP through an assigned Account Manager.

B.2. The marketplace shall be based on EFI's most recent eCommerce platform, using EFI's "best practices" design, including a hero image furnished by EFI along with featured product content that would be refreshed as needed in conjunction with periodic promotions and campaigns.

B.3. The marketplace shall be designed to feature product categories pre-approved by AMP.

B.4. The marketplace shall incorporate pre-approved AMP branding throughout the site. AMP shall furnish applicable brand guidelines and assets to be presented on the site.

B.5. The marketplace shall provide an "About Us" page on which information about AMP and EFI may be presented. The content about AMP shall be furnished by AMP.

B.6. The marketplace shall present product prices along with other discounts, if/when available. The pre-discount price, supplier and marketplace discounts (if applicable), AMP's

EXHIBIT "A" Page 2

instant rebate (if applicable), and the net customer price for the offered products shall be displayed.

- B.7. The marketplace shall support the use of the account numbers, coupled with the premise zip code, as a validation methodology.
- B.8. The marketplace shall restrict discounts for products based upon agreed upon rules criteria by AMP.
- B.9. The marketplace shall limit the number of times a given account number will be able to be used to establish a marketplace account.
- B.10. The marketplace shall allow the customer to provide the address to which the order shall be shipped, but it shall restrict package delivery to addresses within the zip codes served by AMP.
- B.11. The marketplace shall present clear product descriptions and specifications on the product ordering pages created by EFI, as well as product images, and/or product-related videos available from manufacturers when available.
- B.12. The marketplace shall provide an easy-to-use navigational structure to facilitate customers' abilities to locate and select products.
- B.13. EFI shall be the retailer and thus responsible for payment processing on this marketplace. The marketplace shall allow customers to securely place orders using major credit cards (MasterCard, VISA, Discover, and American Express), PayPal, or a physical check. Other payment options may be added by EFI subsequent to deployment.
- B.14. EFI shall coordinate with AMP to determine the collection and remittance of sales tax.
- B.15. The marketplace shipping schedule shall be \$6.00 flat rate shipping, reviewed and updated annually.
- B.16. The marketplace shall present customers with a means of obtaining assistance relating to purchase-related issues such as product and order status questions by phone, e-mail, or live chat from 8:00 am to 8:00 pm (ET) Monday through Friday. During promotional periods, hours on Saturday from 8:00 am to 5:00 pm may be added. The contact center shall be closed on holidays.
- B.17. The marketplace shall present terms and conditions that the customer must agree to comply with in conjunction with the purchase. Unless otherwise specified, the terms and conditions to be presented during checkout shall include the following:

EXHIBIT "A" Page 3

- Customer agrees to install the ordered products at the address associated with the account premise address.
- Customer agrees that ordered products will not be resold under any circumstances.
- EFI and AMP reserve the right to revise the product offering, product availability, and product pricing at any time.
- Customer agrees to indemnify, hold harmless and release EFI, AMP, and affiliates from any actions or claims in regard to the installation, operation and disposal of equipment (and related materials) covered herein including liability from incidental or consequential damages.
- Customer acknowledges that EFI, AMP, and affiliates do not expressly or implicitly warrant the performance of installed purchased products, and are not liable for any damage caused by the installation of these products or for any damage caused by the malfunction of the installed purchased products.

B.18. Upon successful submission of an order, the EFI marketplace shall send customers a confirmation of their order by email, along with a confirmation when the order has shipped with package tracking information. Logged-in customers who abandon a shopping cart shall be sent a reminder email.

C. Inventory Management & Order Fulfillment

- C.1. EFI shall own and use commercially reasonable efforts to maintain sufficient inventory to support the anticipated needs of the program based on forecasts provided by AMP to EFI on a quarterly basis, or in advance of proactive campaigns with sufficient lead times for EFI to acquire inventory.
- C.2. If a change to the product offering is necessary in advance of scheduled updates (such as a product no longer being manufactured, or the manufacturer no longer being able to fill EFI's purchase orders in a timely way), EFI shall communicate those changes to AMP.
- C.3. Unless otherwise agreed, or if impacted non-forecast spikes in order volume or Acts of God, EFI shall fulfill orders for in-stock individual products (during non-promotional periods) within seven (7) business days, though EFI shall strive to fulfill orders within three (3) business days, or less, whenever possible.
- C.4. EFI shall comply with all applicable laws and regulations relating to marketing, eCommerce, and order fulfillment.

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D. Reporting

D.1. EFI shall provide a dashboard reporting portal through which shipped order-related data file will be posted nightly, and subsequently retrieved by AMP. Dashboard documentation shall include versions of the report examples in the appendix, along with order-level data. The data fields that shall be available shall include, but not be limited to:

CUSTOMER FIELDS

Account Number
First Name
Last Name
Company
Address 1
Address 2
City
State
Zip Code
Email Address
Phone Number

ORDER FIELDS

Coupon Code
Order Number
Order Date
Invoice Number
Invoice/Shipping Date
Shipping Address 1
Shipping Address 2
Shipping City
Shipping State
Shipping Zip Code
Product Subtotal
Discount Amount
Sales Tax
Shipping Charge
Net Total

PRODUCT FIELDS

Product Name
EFI Part #
Quantity
Unit Price

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Unit Rebate (if applicable)
Extended Price
Extended Rebate (if applicable)
kWh saved
Serial Number (thermostats only)

D.2. EFI shall provide AMP access to a Google Analytics view of marketplace activity.

D.3. EFI shall provide SFTP directory through files may be securely exchanged.

E. Completion and Acceptance Criteria

E.1. Compliance with Statement of Work Specifications to be confirmed

E.2. End-to-end Testing to be confirmed

F. Compensation/Fees

FEES

- One-Time Set-Up: \$10,000.00
- SSO/API integration (optional): \$10,000 / Integration

PROGRAM MANAGEMENT FEES

- Monthly Program Management: \$500.00 / month
- Tableau Reporting License: \$1,000 / User / Year

HOURLY RATES (for out of scope work)

- Customization (Software Developer): \$185.00 / Hour
- IT Business Analyst: \$150.00 / Hour
- Marketing Support (Creative/Design): \$125.00 / Hour
- Program Manager: \$95.00 / Hour
- Contact Center Support: \$72.00 / Hour

PAYMENT TERMS

- Net 30 from invoice date. *terms per Master Goods and Service Agreement between SCPPA and EFI dated 3/18/21.*

Scope of Work: Alameda Municipal Power Downstream Rebate Program

EFI will manage downstream rebate processing for Alameda Municipal Power.

Downstream Rebate Processing

The steps involved in processing post-purchase ("downstream") customer rebate requests are:

1. AMP customers will submit their rebate requests and supporting documents through an online application portal. EFI's solution is designed to support rapid development and deployment through the use of a template that allows for targeted branding and light customization of the solution.
2. Complete applications are indexed and queued into EFI's paperless workflow system as they are received, on a daily basis.
3. Rebate requests are entered into EFI's internal incentive management system (IMS) and vetted for eligibility.
4. Eligible rebate requests are processed and payment is issued to the customer.

The two most critical guidelines that must be met for a rebate application to be processed and paid are 1) the applicant must be verified as an eligible customer of AMP, and 2) the product or measure for which the rebate is requested must meet eligibility requirements as set forth by the program guidelines.

Verification

EFI verifies customer eligibility against customer files provided by AMP. Ideally, customer files are provided weekly to ensure that the most up to date accounts are available. The customer files are required to have at minimum, customer names, addresses, and utility account numbers. In addition, EFI requires a technical contact and adherence to customer data file forms. As per EFI's data file setup process, a polling process is set up to look for new customer files on a daily basis.

Qualifying Products

Once customer eligibility has been determined, EFI will confirm the products purchased by applicants qualify for incentive payments. Product eligibility is configured against model attributes in known industry maintained databases (e.g., Energy Star or AHRI) which are uploaded into EFI's IMS and refreshed on a weekly basis. Data processing staff match models noted on applications and documented on receipts with model numbers in EFI's systems. Data processing staff do not have the ability to override eligibility or ignore the selections in the IMS.

Business Rules

In addition to customer and measure eligibility, EFI's IMS is also configured to vet rebate submissions against additional business rules including eligible purchase and postmark dates, required survey questions, purchase limits, and incentive not to exceed values. EFI will provide Program Administrators with a copy of the business rules on an annual basis and whenever they are changed. In addition to the internal system logic, EFI employs data quality control specialists who manage a quality assurance verification process (QA) by checking a percentage of rebate batches input by our

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data processing staff and comparing the electronic submission documents with information keyed into the IMS. Any issues that are identified through the QA process will be reviewed with the DP rep and if issues are repetitive, he/she will be provided additional program training before resuming entry on that program. This QA process is applicable to both clean applications and non-compliant applications (NCAs).

Non-Compliant Applications & Denied Rebates

In cases where a customer's rebate submission cannot be processed as submitted because it is missing required information, it becomes a non-compliant application (NCA). EFI will resolve NCAs follows:

1. EFI will perform a quality assurance verification process (QA) on a subset of NCAs prior to initiating formal communications with the customer. QA process is described above.
2. EFI will send an initial NCA communication to customers. This initial communication is in the form of an AMP branded email and outlines the steps necessary for a customer to take in order to resolve their NCA, as well as provides the EFI phone number that customers may call with questions.
3. Customer responses to NCAs are queued into the paperless workflow and rebate requests are updated in EFI's IMS and re-vetted for eligibility as described above.

Rebates that do not qualify are entered into a denied status and reviewed via the same QA process as stated above; EFI will send a communication in the form of an AMP branded email that details the reasons why their submission was denied and provides the EFI phone number that customers may call with questions.

Incentive Issuance & Payment Terms

Under EFI's current processing cycle for downstream rebates, applications are reviewed and entered into IMS within 7 calendar days of receipt. Approved rebates are batched for payment as defined below and payment files are uploaded to EFI's card fulfillment vendor to distribute digital payments. Customers are delivered digital payment choice via a branded email with custom messaging ensuring customers know why they are receiving the rebate. Customers click the link to validate their address and then access funds on a full branded, mobile-optimized site. The program will be configured to show virtual and physical prepaid card options, as well as transfer to debit card for rebate values over \$100. Payment is mailed to customers within 3-5 calendar days once funding is made available through one of the mechanisms as defined below:

EFI Advance

EFI advance funding will adhere to the following process and guidelines:

1. **Customer Rebates:** EFI to fund at 1 % Cost of Money and pay all incentives where customer payments are made in conjunction with invoicing AMP.
2. **Customer Rebate Supporting Documentation:** EFI to provide backup data (i.e., an extract file or files) to support rebates paid that coincide with the EFI invoice. EFI and AMP will work together to ensure that EFI has been provided adequate extract mappings and measure codes and any changes to extracts will be provided to EFI with an 8 week

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lead time for implementation.

3. **Invoice Terms:** Invoice Payment terms on correct and approved invoices (with matching data backup) will include a 1% Cost of Money (COM) on rebates paid at Net 30 terms.

Data Tracking & Reporting

Clients rely on the data we provide so that their savings and program goals are tracked accurately. Our systems for delivering incentive fulfillment services and detailed and summary reporting of the energy efficiency programs we administer for our clients have the longest track record in the industry and have consistently met or exceeded the requirements and expectations of our clients. EFI can provide AMP with data extract from our relational database where EFI manages completed and paid rebates. These reports were developed by EFI in conjunction with AMP to meet reporting and invoicing needs. These include:

- Detailed and summary reports and data files accompanying each invoice, tying payment requests to identified transactions. These reports are generated with each closing.
- Detailed and summary reports depicting program activity by product or measure.

These data extract files are available electronically and can be delivered via secure email or SFTP upload. Reports can be supplied in a number of formats (i.e., .csv, .xlsx) allowing for easy data import into AMP's internal systems. Frequencies of report and data exports are dependent on the method employed and are often produced in concert with the bi-monthly closings.

Tableau Client Dashboard & Reporting

EFI's internal processing and database structure is securely linked to our Tableau client-facing online environment, allowing critical data to be surfaced in the form of dashboards, and ad-hoc reports. The ad-hoc reporting tools allow for the extraction of data to formats commonly used for in-house analytics.

Notable features of EFI's web-based reporting platform include:

- **Secure cloud-based access.** Tableau's powerful platform provides fast, accessible information for clients 24 hours a day.
- **Layered access controls.** Rights and privileges can be assigned to multiple entities, such as individual users or groups, and at multiple levels. The number of users and access is limited only by the number of Tableau licenses a client is willing to purchase.
- **Customizable reports and management dashboards.** The user-friendly interface allows the customization of high-level graphical charts and tabular reports with the ability to drill down to individual measure details. Dashboards with key program data allows clients to quickly review personalized metrics and determine program health (progress) at a glance.
- **Program data is updated daily.** Data is refreshed daily, allowing clients to track and monitor progress on a day-to-day, rather than month-to-month basis.

Program Management

Each program is managed by a team of EFI personnel which includes a Program Manager as well as

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one or more Program Coordinators. Regular activities covered by Program Management include:

- **Initial program set-up.** The Program Manager will coordinate with AMP program administrators and EFI internal departments to ensure proper configuration of internal systems; finalized business rules, program specific call center and data entry training; billing details (PO#s, contacts, delivery methods); and data extract specifications.
- **On-going program maintenance and Activity Coordination.** The Program Manager will serve as point of contact for client and EFI internal questions related to program operations; responding to and resolving customer escalations and inquiries; and communication with Industry Partners and Implementation/Outreach Contractors.
- **Program development.** The Program Manager will perform regular monitoring of program activity and performance, with ongoing suggestions for program improvements and business rule updates; attend regularly scheduled client meetings.
- **Billing and invoicing.** The Program Management team will create, verify, and distribute program billing reports, extract files, and invoices by program.

Out of scope activities include, but are not limited to:

- Any client change request that involves IT time to develop or would require changes to EFI standard processes.
- Ad hoc reporting requests.
- Customization of reporting outside of the established Tableau offerings.
- Changes to data extract specifications, including changes to measure codes.
- Custom reporting for vendors.

Any out of scope activities will require a scope of work, the anticipated hours, and the estimated costs, with written approval received prior to commencement of work.

Customer Contact Center

EFI has an in-house customer contact center that responds to calls coming in on dedicated toll free lines for incentive programs. A dedicated toll-free number will be provided for the AMP downstream rebate programs for addressing service and rebate related questions. EFI also has integrated a live chat feature on our online rebate platform, which allows customers to instantly chat online with a specialized EFI Customer Service Representative (CSR) during our normal hours of operation.

Our customer contact centers hours of operation are 8 am to 8 pm ET Monday through Friday, and 8am to 5pm ET Saturdays during promotional periods. The department is closed on Sundays and six national holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. EFI's after-hours call center message will clearly state the hours of operation when a customer calls in and the call center is closed and alternative methods for contacting EFI.

EFI's contact center representatives (CSRs) are responsible for follow up associated with applications that are incomplete or where the supporting documentation is ambiguous. This service adds value to the customer experience, helping customers navigate through what can be complicated technical requirements of their incentives. EFI differentiates itself from its competitors in this regard, as this process generally results in increased conversion rates and customer satisfaction.

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EFI Phone Systems

EFI uses a phone system with automated call distribution (ACD) functionality to address incoming and outgoing calls. The ACD ensures that all incoming calls are responded to promptly, and in the order in which they are received. It also has the ability to identify where the incoming call is from, so that the CSR can provide a customized greeting for each program with dedicated lines. EFI's ACD also allows for skills-based routing to ensure more complex program calls are routed to the best-qualified CSR available. Call prioritization escalation is also available based on wait time or other systems based criteria.

Call Monitoring, Supervision, and Quality Assurance

EFI regularly monitors representative and customer interactions to ensure service quality. Calls taken by CSRs are recorded for the purpose of quality control and employee development. EFI continually monitors and records CSR and customer interactions to ensure service quality. For the purpose of quality control and employee development, we do the following:

- The recorded call is stored in a secure spot on the network where the call can be retrieved later for evaluation and coaching purposes;
- The call center supervisor assesses a certain number of random recordings of each CSR's calls on a weekly basis;
- The supervisor records the specific details of the assessment using custom built call monitoring software;
- The supervisor sits with CSRs regularly to review the recorded calls and provide feedback for improvement / development.

In conjunction with scoring the CSRs using a call monitoring assessment form, weekly call statistics are posted to assure department metrics are being met. EFI's standard call center key performance indicators (KPIs) are to have 70 percent of all calls answered in less than 30 seconds. Our call abandon rate for calls of 20 seconds or more duration is less than 3% (the 20 seconds eliminates hang ups attributable to customers hearing the program message greeting and recognizing they have called the wrong number). EFI to provide monthly call volume as well as reporting on call reason codes during the quarterly meetings with AMP.

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Pricing

Initial Set-up and Implementation

\$20,000, covering 110 hours of development and configuration work.

On-going Support

Quarterly Program Fee: This fee is to be inclusive of all aspects of running the Alameda Municipal Power downstream rebate programs (i.e., data entry, incentive issuance, postage, customer calls, emails, eligibility confirmation, program reporting, database management, personnel training, and all management and administrative work).

\$7,500 per quarter for up to 150 rebate submissions received, with rebates in excess of 150 billed at \$10.50 per submission. In quarters where 150 rebate submissions have been exceeded, invoices will include the absolute quantity of rebates submissions above 150, as well as the associated dollar amount.

Digital Discount: If Alameda Municipal Power were to opt into a 100% digital program (i.e., all submissions received through the online portal only, and all rebate payments made via daVinci Payment's digital Paywall solution), the Quarterly Program Fee will be reduced to \$6,000 per quarter.

Cost-of-Money (optional): 1% for EFI Float models of rebate funding.

Tableau Dashboard and Reporting Licenses: \$1,000 per user per year.

Program Updates & Modifications: Regular maintenance and support of EFI's rebate processing systems is included in the quarterly management fee; however, program updates and modifications are charged on a time and materials basis at the Hourly Out-of-Scope Rates as defined below.

Program updates and modifications include, but are not limited to:

- Any change request that involves IT time to develop or would require changes to EFI standard processes;
- Ad hoc reporting requests;
- Changes to data extract specifications, including changes to measure codes;
- Program changes, including changes to incentive values, addition, or removal of measures, and changes to survey questions; and,
- Custom reporting for vendors.

Given the size and scope of the AMP Rebate Program, updates are estimated at 20 hours annually.

Hourly Out-of-Scope Rates

For work not defined as in-scope for each SCPA implementation, the following hourly pricing rates prevail:

- Program Management \$95.00 per hour, 2% annual increase
- Marketing Services \$125.00 per hour, 2% annual increase
- IT Business Analyst \$150.00 per hour, 2% annual increase
- IT Software Developer \$185.00 per hour, 2% annual increase

AMP_SCPA_Task_Order_EFI_01_Confirmation_0223

Final Audit Report

2021-08-30

Created:	2021-08-30
By:	Cary Padgett (cary.padgett@ncpa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5tQA24CwWzuOSfILramctWVH5x2408W8

"AMP_SCPA_Task_Order_EFI_01_Confirmation_0223" History

-  Document created by Cary Padgett (cary.padgett@ncpa.com)
2021-08-30 - 8:41:01 PM GMT- IP address: 66.60.185.199
-  Document emailed to Randy S Howard (randy.howard@ncpa.com) for signature
2021-08-30 - 8:41:47 PM GMT
-  Email viewed by Randy S Howard (randy.howard@ncpa.com)
2021-08-30 - 9:05:38 PM GMT- IP address: 66.60.185.198
-  Document e-signed by Randy S Howard (randy.howard@ncpa.com)
Signature Date: 2021-08-30 - 9:06:17 PM GMT - Time Source: server- IP address: 66.60.185.198
-  Agreement completed.
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Certificate Of Completion

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Source Envelope:	
Document Pages: 17	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Joanna Ruiz
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1160 Nicole Court, Glendora, CA, USA
	1160 Nicole Court, Glendora, CA, USA
	Glendora, CA 91740
	jruij@scppa.org
	IP Address: 174.127.62.106

Record Tracking

Status: Original	Holder: Joanna Ruiz	Location: DocuSign
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Signer Events

Mary Beth Martin
 mbmartin@scppa.org
 General Counsel
 Security Level: Email, Account Authentication (None)

Signature

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Michael S. Webster
 mwebster@scppa.org
 Executive Director
 SCPPA
 Security Level: Email, Account Authentication (None)

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

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Carbon Copy Events

Status

Timestamp

Bryan Cope
 bcope@scppa.org
 Director of Program Development
 Security Level: Email, Account Authentication (None)

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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	9/13/2021 2:32:00 PM
Completed	Security Checked	9/13/2021 2:32:01 PM

Payment Events	Status	Timestamps
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TASK ORDER No.: EFI-NCPA-SVP01

Date: 8/1/2021

Project Description: The Energy Federation, Inc. eCommerce Marketplace

Sponsor: Northern California Power Agency (NCPA)

Participating NCPA Member: City of Santa Clara dba Silicon Valley Power (SVP)

Contractor: The Energy Federation, Inc. ("EFI")

Contractor, SCPA and NCPA, on behalf of the Participating NCPA Member ("Participating Member") identified above, agree that Contractor shall provide the Services specified herein pursuant to the terms and conditions of the Master Goods and Services Agreement Between Southern California Public Power Authority and The Energy Federation, Inc. ("Agreement") dated March 18, 2021, except as specifically modified herein.

SCPA and NCPA executed a Shared Services Agreement effective August 1, 2015, authorizing among other things, the purchase or acquisition of goods and services by each Party or a Party's Members where provision has been provided in contracts for the other Party and its Members to avail themselves of goods and services offered under the contract or where either Party's bidder or Contractor is willing to extend prices to the other Party and its Members.

Scope of Services

Contractor will develop, deploy, and operate an eCommerce marketplace and fulfillment services to be used by SVP residential customers. The marketplace will support current and future versions of the major Web browsers on common operating systems and be mobile responsive, ensuring a positive user experience on computers, tablets, and smart phones. The services are more fully described in EFI's Statement of Work-Marketplace, a copy of which is attached hereto as Exhibit "A".

Compensation and Schedule

The total cost for the requested Services under this Task Order **shall not exceed \$144,365**, which shall include all fees, costs, and expenses, in accordance with Contractor's Pricing included in Exhibit "A." This dollar amount is not a guarantee that the full amount will be paid to Contractor, but is merely a limit of potential expenditures under this Task Order.

The services requested by this Task Order shall be performed starting upon the issuance by NCPA of a Purchase Order to EFI and continue through March 17, 2024.

Changes/Amendments to Agreement

In accordance with Section 4 of the Agreement, entitled "Changes/Amendments," the Agreement between SPCPA and EFI is hereby amended and/or restated for purposes of this Task Order only as follows:

- a. The following WHEREAS clause is added to the Agreement:

WHEREAS, in addition to the SPCPA members, the Northern California Power Agency ("NCPA") and its member agencies, from time to time, have a similar need for services, and where NCPA and its member agencies participate in this Agreement the term Member shall apply to each in the same manner as it applies to any SPCPA member; and

- b. The definition of "Participating Member" set forth in Section 1, entitled "Work to be Provided", is amended as follows: A Member, or NCPA or a NCPA member agency, who participates in any Task Order shall be referred herein as the "Participating Member."

- c. Section 5 of the Agreement, entitled "Payment," is hereby amended and restated for purposes of this Task Order only to read in full as follows:

5. Payment: NCPA shall pay Contractor directly for Services provided to City of Santa Clara dba Silicon Valley Power under this Task Order in accordance with the terms and payment schedule contained in the applicable Task Order. Contractor shall submit invoices not more often than once a month during the term of this Task Order based on the cost for services performed and reimbursable expenses incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Work;
- At NCPA's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation to Agency's reasonable satisfaction; and
- At NCPA's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:
Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
AcctsPayable@ncpa.com

NCPA shall make payments to Contractor, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. NCPA shall have sixty (60) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

Representatives of Sponsor and Participating Member:

Sponsor Representative

Randy S. Howard, General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678
Telephone: 916-781-3636

Linda Stone, Support Services Program Coordinator
Linda.stone@ncpa.com
Telephone: 916-781-4248

Participating Member Representative:

Mary Medeiros McEnroe
City of Santa Clara dba Silicon Valley Power
mmedeiros@sanctalaraca.gov
Telephone: 408-615-6646

[SIGNATURE PAGE FOLLOWS]

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

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

MARY BETH MARTIN
General Counsel

THE ENERGY FEDERATION, INC.

By: Paul Dansky
PAUL DANEHY
Chief Executive Officer

Sponsor's Acknowledgement and Agreement

By signing this Task Order, NCPA agrees that it is responsible for payment to Contractor for all fees and expenses invoiced by Contractor in accordance with Section 5, above, and will be responsible for all payment obligations incurred in connection with the work performed at the direction of or on behalf of Participating Member (City of Santa Clara dba Silicon Valley Power). Sponsor agrees to indemnify, defend and hold SCPPA and all SCPPA Members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participating NCPA Member.

NORTHERN CALIFORNIA POWER AGENCY

By: Randy S. Howard
RANDY S. HOWARD
General Manager

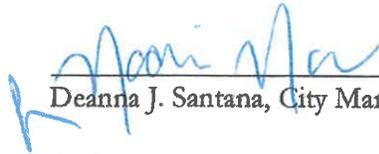
Approved as to form:

Jane E. Luckhardt
Jane E. Luckhardt, NCPA General Counsel

Participating Member's Acknowledgment and Agreement

Participating NCPA Member, City of Santa Clara/Silicon Valley Power, 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.

CITY OF SANTA CLARA


Deanna J. Santana, City Manager

And


OFFICE OF THE CITY ATTORNEY
CITY OF SANTA CLARA

EXHIBIT "A"
STATEMENT OF WORK
MARKETPLACE

Services

EFI shall develop, deploy, and operate an eCommerce marketplace and fulfillment services to support Silicon Valley Power (SVP). The marketplace shall include EFI's standard online marketplace functionality unless otherwise specified. In this document is an overview the in-scope components. Functionality not referenced in this document shall be considered out of scope.

1. Client Support

1.1. EFI shall provide program management support to SVP through an assigned Account Manager.

2. Marketplace Development

EFI shall create, host, and maintain a secure eCommerce site ("marketplace") to be used by SVP's residential customers. The marketplace will support current and future versions of the major Web browsers on common operating systems and be mobile responsive, ensuring a positive user experience on computers, tablets, and smart phones.

- 2.1. The marketplace shall be based on EFI's most recent eCommerce platform, using EFI's "best practices" design, including a hero image furnished by EFI along with featured product content that would be refreshed as needed in conjunction with periodic promotions and campaigns.
- 2.2. The marketplace shall be designed to feature product categories and/or kits pre-approved by SVP.
- 2.3. The marketplace shall incorporate pre-approved SVP branding throughout the site. SVP shall furnish applicable brand guidelines and assets to be presented on the site.
- 2.4. The marketplace shall provide an "About Us" page on which information about SVP and EFI may be presented. The content about SVP shall be furnished at least 10 days in advance of marketplace user acceptance testing (UAT) review beginning.
- 2.5. The marketplace shall present product and kit prices along with other discounts, if/when available. The pre-discount price, supplier and marketplace discounts (if applicable), SVP's instant rebate (if applicable), and the net customer price, applicable sales tax, and freight for the offered products shall be displayed.

- 2.6. The marketplace shall support the use of the account numbers, coupled with the premise zip code, as a validation methodology.
- 2.7. The marketplace shall have the ability to restrict discounts for particular product categories based upon agreed upon rules criteria by SVP.
- 2.8. The marketplace shall limit the number of times a given account number will be able to be used to establish an account. This limit shall be one (1).
- 2.9. The marketplace shall allow the customer to provide the address to which the order shall be shipped, but it shall restrict package delivery to addresses within the zip codes served by SVP.
- 2.10. The marketplace shall present clear product descriptions and specifications on the product ordering pages created by EFI, as well as product images, and/or product-related videos available from manufacturers.
- 2.11. The marketplace shall provide an easy-to-use navigational structure to facilitate customers' abilities to locate and select products.
- 2.12. The marketplace shall support promotions, content updates, and changes to incentive amounts. Promotion planning shall be a collaborative effort by both SVP and EFI, scheduled at least 60 days in advance unless otherwise agreed. The lead time for planned content updates, including changes to incentive amounts when requested, will be 15 business days.
- 2.13. EFI shall be the retailer and thus responsible for payment processing on this marketplace. The marketplace shall allow customers to securely place orders using major credit cards (MasterCard, VISA, Discover, and American Express), PayPal, or a physical check. Other payment options may be added by EFI subsequent to deployment.
- 2.14. The marketplace shipping schedule shall be:
 - \$5.00 flat rate shipping for orders from \$0.01 to \$49.99 (with \$5.00 per order paid by the customer during checkout),
 - free shipping on free orders, or orders of \$50.00 or more (paid by EFI).
 - SVP promotional free shipping on select orders from \$0.01 to \$49.99 (with the \$5.00 freight cost that would have been paid by the customer invoiced to SVP)

2.15. The marketplace shall present customers with a means of obtaining assistance relating to purchase-related issues such as product and order status questions by phone, e-mail, or live chat from 5:00 am to 5:00 pm (PT) Monday through Friday. During promotional periods, hours on Saturday from 5:00 am to 3:00 pm (PT) may be added. The contact center shall be closed on holidays.

2.16. The marketplace shall present terms and conditions that the customer must agree to comply with in conjunction with the purchase. Unless otherwise specified, the terms and conditions to be presented during checkout shall include the following:

- **Customer agrees to install the ordered products at the address associated with the account premise address.**
- **Customer agrees that ordered products will not be resold under any circumstances.**
- **EFI and Silicon Valley Power reserve the right to revise the product offering, product availability, and product pricing at any time.**
- **Customer agrees to indemnify, hold harmless and release EFI, Silicon Valley Power, and affiliates from any actions or claims in regard to the installation, operation and disposal of equipment (and related materials) covered herein including liability from incidental or consequential damages.**
- **Customer acknowledges that EFI, Silicon Valley Power, and affiliates do not expressly or implicitly warrant the performance of installed purchased products, and are not liable for any damage caused by the installation of these products or for any damage caused by the malfunction of the installed purchased products.**

2.17. Upon successful submission of an order, the EFI marketplace shall send customers a confirmation of their order by email, along with a confirmation when the order has shipped with package tracking information. Logged-in customers who abandon a shopping cart shall be sent a reminder email.

2.18. Subsequent to the provision of the key information and requirements referenced in sections 2.1 through 2.14, EFI shall create a business requirements document that shall include details associated with the deployment.

3. Inventory Management & Order Fulfillment

- 3.1. EFI shall own and use commercially reasonable efforts to maintain sufficient inventory to support the anticipated needs of the program based on forecasts provided by SVP to EFI on a quarterly basis, or in advance of proactive campaigns with sufficient lead times for EFI to acquire inventory.**
- 3.2. EFI shall update the product offering (including adding or remove rebates) within ten (10) business days of request.**
- 3.3. If a change to the product offering is necessary in advance of scheduled updates (such as a product no longer being manufactured, or the manufacturer no longer being able to fill EFI's purchase orders in a timely way), EFI shall communicate those changes to SVP.**
- 3.4. Unless otherwise agreed, or if impacted by non-forecast spikes in order volume, EFI shall fulfill orders for in-stock individual products (during non-promotional periods) within an average of three (3) business days. Kits provided to the customer at no cost shall be fulfilled within ten (10) business days.**

4. Reporting

- 4.1. EFI shall provide a dashboard reporting portal through which a shipped order-related data file will be posted nightly, and subsequently retrieved by SVP. Dashboard documentation shall include versions of the report examples in the appendix, along with order-level data. The data fields that shall be available shall include:**

CUSTOMER FIELDS

- Account Number**
- First Name**
- Last Name**
- Company**
- Address 1**
- Address 2**
- City**
- State**
- Zip Code**
- Email Address**
- Phone Number**

ORDER FIELDS

- Coupon Code**
- Order Number**
- Order Date**
- Invoice Number**
- Invoice/Shipping Date**
- Shipping Address 1**

Shipping Address 2
Shipping City
Shipping State
Shipping Zip Code
Product Subtotal
Discount Amount
Sales Tax
Shipping Charge
Net Total

PRODUCT FIELDS

Product Name
EFI Part #
Quantity
Unit Price
Unit Rebate (if applicable)
Extended Price
Extended Rebate (if applicable)

If SVP will require data extracts in a specific format these requirements shall be furnished to EFI in advance of marketplace development beginning.

4.2. EFI shall provide access to a Google Analytics view of marketplace activity.

4.3. EFI shall provide SFTP directory through files may be securely exchanged.

4.4. EFI shall comply with all applicable laws and regulations relating to marketing, eCommerce, and order fulfillment.

5. User Acceptance Testing

5.1. The UAT environment will be available for thirty (30) days after the marketplace is established (the "live" environment).

5.1.1. End-to-end Testing shall be confirmed in UAT environment

5.1.2. End-to-end Testing shall be confirmed in production environment

6. Compensation/Fees

MARKETPLACE FEES

- One-Time Set-Up: \$10,000
- SSO/API integration (optional): \$10,000 / Integration

PROGRAM MANAGEMENT FEES

- Monthly Program Management: \$500 / Month*

- **Tableau Reporting License: \$1,000 / User / Year**

HOURLY RATES (for out of scope work)

- **Marketing Support (Creative/Design): \$125 / Hour (if needed)**
- **Customization (Software Engineer): \$185 / Hour (if needed)**
- **IT Business Analyst: \$150 / Hour (if needed)**
- **Program Manager: \$95 / Hour (if needed)**

PAYMENT TERMS

- **Payment terms are as set forth in the Master Goods and Services Agreement executed between SCPPA and EFI.**

Invoices for fees and incentives during the term of the agreement shall not exceed \$144,365.

The Services to be performed under this Statement of Work shall commence upon the issuance by NCPA of a Purchase Order to EFI. The term of the Task Order may extend through March 17, 2024.

TASK ORDER No.: IID-01

Date: January 19, 2023

Project Description: Energy Rewards Rebate Program

Participating Member: The Imperial Irrigation District

Contractor: The Energy Federation, Inc. (EFI)

Contractor, SCPPA, and the Participating Member (“Participant” or “IID”) identified above agree that Contractor shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement (“Agreement”) between SCPPA and Contractor dated March 18, 2021, and as provided in this Task Order. Capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement.

Scope of Services

Task 1: Online Application Portal

Contractor shall create and administer an online platform for IID customers to apply for an Energy Rewards program rebate, which includes, but is not limited to:

- a) Landing page with IID-provided messaging that presents key questions to direct customers to the applicable rebate application.
- b) Multi-measure application page (per program, both in English and Spanish) designed to collect all required information from program applicants.
- c) “Success” page and email confirmation when customers successfully submit their rebate application.
- d) Rebate Status page where customers can check the status of their submitted applications.

Task 2: Rebate Processing

Contractor shall administer rebate processing of submitted IID applications for the Energy Rewards program in accordance with IID’s program terms and conditions. The downstream rebate processing design includes the following:

- a) Customer submittal forms will be received through the online application portal, mailed, or emailed along with supporting documents.
- b) Mail submissions are digitized, and all electronic documents are indexed and queued into EFI’s paperless workflow system as they are received, on a daily basis.
- c) Rebate requests are entered into EFI’s internal Incentive Management System (IMS) and vetted for eligibility.
- d) Eligible rebate requests are processed, and payment is issued to the customer.

Compensation and Schedule

This task order shall be effective on January 19, 2023, and shall terminate on January 5, 2024, unless modified by a subsequent Task Order. Costs for services under this Task Order shall not exceed \$141,408 (the “Maximum Amount”). Contractor shall provide notice to SCPPA and the Participant prior to and upon reaching the Maximum Amount. Any services provided by Contractor in excess of the Maximum Amount, or provided on or after January 5, 2024, without prior execution of an amendment hereto by the Parties, shall be at Contractor's sole risk and without payment. Contractor shall provide notice to SCPPA and the Participant prior to and upon reaching the Maximum Amount.

Pursuant to Exhibit C of the Agreement regarding Traditional Rebate Programs, Contractor has provided a quote in Exhibit A to this Task Order for the traditional rebate program described in the Scope of Services of this Task Order.

Representatives of Participating Member and Contractor

IMPERIAL IRRIGATION DISTRICT

Sabrina Barber

Energy Management and Strategic Marketing
333 E Barioni Blvd
Imperial, CA 92251
760-482-3686
scbarber@iid.com

Jamie Asbury

Energy Manager
333 E Barioni Blvd
Imperial, CA 92251
760-482-3601
jlasbury@iid.com

Hugo Valdez

Energy Management and Strategic Marketing
333 E Barioni Blvd
Imperial, CA 92251
760-482-3690
havaldez@iid.com

Luis F. Garcia

Energy Management and Strategic Marketing
333 E Barioni Blvd
Imperial, CA 92251
760-482-3487
lfgarcia@iid.com

THE ENERGY FEDERATION (EFI)

Brian Kissane

Director of Client Success Management
2 Mount Royal Avenue, #325
Marlborough, MA 01752
508.870.2277 x4226
bkissane@efi.org

Caryn Denny

National Business Development Director
2 Mount Royal Avenue, #325
Marlborough, MA 01752
917.656.9042
cdenny@efi.org

Jillian Webber

Director of Client Success Operations
2 Mount Royal Avenue, #325
Marlborough, MA 01752
508.3870.2277 x4409
jdeso@efi.org

Bridget Bohanson

Business Analyst
2 Mount Royal Avenue, #325
Marlborough, MA 01752
508.870.2277 x4494
bbohnson@efi.org

Amendment(s) to the Agreement

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

DocuSigned by:
Michael S. Webster
By: _____
B6AA32131A0048E...
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form:
DocuSigned by:
Armando Arballo

A4C12098FDFB4BB...
ARMANDO ARBALLO
Assistant General Counsel

**THE ENERGY FEDERATION, INC.
DBA EFI**

DocuSigned by:
Paul Danehy
By: _____
5D5DA95703DA44A...
PAUL DANEHY
President & CEO

Participant's Acknowledgement and Agreement

The undersigned hereby attests that he 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, 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, 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.

IMPERIAL IRRIGATION DISTRICT

By: _____
Enrique B. Martinez
ENRIQUE B. MARTINEZ
General Manager

EXHIBIT A

Rebate Processing Quote - EFI

Rebate Processing	Downstream Program	Rebate Processing Downstream Program	Example Cost Year 1	Total
One Time Set-Up Fee	\$15,000	One Time Set-Up Fee (Including Transitional Rebates)	\$15,000	\$15,000
Monthly Administration Fee	\$1,000	Spanish Translation Option	\$15,000	\$15,000
Cost per Application	\$12/application	Monthly Administration Fee	\$1,000	\$12,000
Cost per NCA Application	\$6/application	Cost per Application	\$12/application	12*280=\$3,360/month *12= \$40,320
Cost of Money	1.1% Net 30	Cost per NCA Application	\$6/application	6*112=\$672*12= \$8,064/year
		Estimated Total		\$90,384
		Cost of Money	1.1% Net 30	TBD

	Call Center	Example Cost Year 1	Total
*Does Not Include Instant Rebates at Big Box Stores	Phone Call \$1.50/minute	\$1.50 *5*300= \$2,250/month	\$27,000
	Emails \$6.50/email	\$6.50*77*4= \$2,002/month	\$24,024
	Estimated Total		\$51,024 Year 1



¹ EFI does not charge for annual tableau dashboard and licensing fees, and so the quote provided does not include such fees.

TASK ORDER No.: CEU-01

Date: September 28, 2021

Project Description: Continue to develop and maintain the implementation of an E-Commerce Storefront & Reporting EE annually

Participating Member: City of Colton Electric Utility

Contractor: Energy Federation, Inc. (“EFI”)

Contractor, SCPPA and the Participating Member (“Participant” or “CEU”) 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 March 18, 2021, except as specifically modified herein.

Scope of Services

Overview: Continue to maintain an EFI Developed customized web browser-based storefront that will allow qualified Colton Electric Customers to order energy efficiency products, submit inquiries and view educational materials.

Task 1: Contractor will continue to develop a customized co-branded online ordering storefront providing customer education via online resources and provide customizable data reporting

Task 2: Contractor will continue to brand the online store, as well as all status/notification emails based on Colton Electric Utilities branding guidelines

Task 3: Continue to provide customer validation against an eligible account number and Colton Electric Utility zip code 92324.

Task 4: Contractor will continue to provide a developed e-commerce platform that will display products approved by Colton Electric Department displaying pre-incented pricing, the incentive amount, and the net customer price.

Task 5: Contractor will continue to provide customer service representation for customer inquiries for the e-commerce storefront.

Task 6: Continue to provide the City of Colton Electric Department with a detailed installed measures report that provides the following: Measures installed, Cost of measure installed, Gross annual kWh savings, Gross demand savings (kW), Net Annual kWh Savings, Net Demand savings (kW), gross Lifecycle kWh savings, and Net Lifecycle kWh savings.

Compensation and Schedule

Compensation for satisfactory completion of tasks identified in the above Scope of Services shall not exceed **\$25,000**.

The online storefront for efficiency products will continue to remain operational until expiration of the SCPPA Master Goods and Services Agreement or a letter to rescind is provided by CEU. Invoices will be prepared pursuant to the Agreement terms and 100% of all approved expenditures will be due upon completion, operation, and acceptance of the online storefront by participating Member.

Representatives of Participating Member

Jessica Sutorus

Environmental Conservation Supervisor
160 S. 10th Street, Colton CA 92324
jsutorus@coltonca.gov
(909) 370-5561

Adrienne Rogers

Senior Energy Services Specialist
160 S. 10th Street, Colton CA 92324
arogers@coltonca.gov
(909) 514-4214

Amendment(s) to the Agreement

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

DocuSigned by:
Michael S. Webster
By: _____
B6AA32131A0046E...
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

DocuSigned by:
Mary Beth Martin

AD5D6B3F2717439...
MARY BETH MARTIN
General Counsel

Energy Federation Incorporated

DocuSigned by:
Paul Danehy
By: _____
5D5DA05793DA44A...
PAUL DANEHY
President and CEO

Participant's Acknowledgement and Agreement

The undersigned hereby attests that he 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.

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.

City of Colton Electric Utility

By: *Brian Dickinson*

BRIAN DICKINSON
Public Works & Utility Services Director

TASK ORDER No. CEU-01-A-01

Date: January 24, 2024

Project Description: Continue to develop and maintain the implementation of E-Commerce Storefront & Reporting EE annually

Participating Member: City of Colton Electric Utility

Contractor: Energy Federation, Inc. (“EFI”)

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 Goods and Services Agreement between SCPPA and Consultant dated March 18, 2021, and as on February 15, 2024, (“Agreement”), except as specifically modified herein. Capitalized terms used but not described herein shall have the meanings ascribed to them in the Agreement.

Amendment to Task Order No. CEU-01

This Task Order No. CEU-01-A-01 shall amend Task Order No. CEU-01 to extend the term of such Task Orders from March 17, 2024, to March 16, 2027. Accordingly, Task Order No. CEU-01-A-01 and Task Order No. CEU-01, shall now expire on March 16, 2027.

Except as amended herein, all other terms and conditions of Task Order No. CEU-01 remain in full force and effect.

Representative of Participating Member

Jessica Sutorus
Environmental Conservation Supervisor
160 S. 10th Street, Colton CA 92324
jsutorus@coltonca.gov
(909) 370-5561

Adrienne Rogers
Senior Energy Services Specialist
160 S. 10th Street, Colton CA 92324
arogers@coltonca.gov
(909) 514-4214

Execution in Counterparts; Electronic Signatures

This Task Order 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 Task Order may be detached from any counterpart of this Task Order without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Task Order identical in form hereto by having attached to it one or more signature pages.

The Parties may execute this Task Order by manual signature or by electronic signature, each of which shall have the same force and effect. A signed copy of this Task Order 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 Task Order 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 signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

DocuSigned by:
By: *Randolph R. Krager*
40619458107B4D2...
MICHAEL S. WEBSTER
Executive Director
RANDOLPH KRAGER
Acting Executive Director, signing
on behalf of Michael S. Webster

Approved as to Legal Form:

DocuSigned by:
Armando Arballo
A1C12098EDEF4BB...
ARMANDO ARBALLO
Assistant General Counsel

ENERGY FEDERATION, INC.

DocuSigned by:
By: *Paul Danehy*
5D5DA05793DA44A...
PAUL DANEHY
President and CEO

Participant's Acknowledgement and Agreement

The undersigned hereby attests that the undersigned has the requisite authority to bind the Participating Member to the obligations set forth in this Task Order No. CEU-01-A-01. Participating Member 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, Participating Member 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 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.

CITY OF COLTON ELECTRIC UTILITY

DocuSigned by:
By: *Charles Berry*
5F4884C0644948F...
CHARLES BERRY
Electric Utility Director

EXHIBIT 2

AMENDMENTS TO THE ORIGINAL CONTRACT

1. THE REMAINING PARTY AND THE ASSIGNEE HEREBY AGREE TO AMEND SECTION 9 (INSURANCE) OF THE ORIGINAL CONTRACT AS FOLLOWS:

1.1 Replace the last paragraph in subsection 9(e) with the paragraph set forth below:

Such insurance must address all of the foregoing 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.

1.2 Replace subsection 9(b) in its entirety with the with the subsection 9(b) set forth below:

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 separation of insured provision, and be primary and not contributory with respect to any insurance carried by SCPPA or its Members.

1.3 Replace Section 16 in its entirety with Section 16 set forth below:

16. Representatives. SCPPA's representatives for implementation for this Agreement is Brandon Czworniak, telephone number (626) 793-9364, extension 220, and the email addresses is: ProgramDevelopment@scppa.org. All of Contractor's questions pertaining to the Agreement shall be referred to the above-named person(s), or to the representative's designee.

Contractor's representative for this Agreement is Brian Kissane, telephone number (774) 374-9815, and email address is: Bkissane@amconservation.com. All of SCPPA's questions pertaining to the Agreement shall be referred to the above-named person.

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

1.4 Replace Section 17 in its entirety with Section 17 set forth below:

17. 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:

Executive Director
1160 Nicole Court
Glendora, CA 91740
executivedirector@scppa.org

To Consultant:

John Bailes, President
1701 Charleston Regional Parkway, Suite A,
Charleston, SC 29492
jbailles@AMConservation.com

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.

[END OF EXHIBIT]



AGENDA ITEM STAFF REPORT

MEETING DATE:

March 20, 2025

RESOLUTION NUMBER:

2025-011

SUBJECT:

Master Goods and Services Agreement with Richard Heath and Associates

DISCUSSION:

OR

CONSENT:

Select the appropriate box(es):

FROM:

- Finance
- Project Development
- Program Development
- Regulatory/Legislative
- Project Administration
- Legal
- Executive Director

METHOD OF SELECTION:

- Competitive
- Cooperative Purchase
- Sole Source
- Other

Other (Please describe):

MEMBER PARTICIPATION:

Sponsoring Member: Banning, Burbank, Glendale

Other Members Potentially Participating:

Approved by Executive Director:

Signed by: 
DAE0F3A6ECDE496...

RECOMMENDATION:

Approve a Master Goods and Services Agreement (“Agreement” or “MGSA”) with Richard Heath and Associates (RHA) for Energy Efficiency Audits and Direct Installation Services.

BACKGROUND:

RHA is a consulting firm specializing in energy management, sustainability, and environmental services. With a focus on helping businesses and organizations reduce their energy consumption and environmental impact, RHA provides services such as energy auditing, sustainability consulting, and program management. RHA works across various sectors, including government, commercial, and industrial clients, offering services that help improve energy efficiency, reduce operational costs, and support environmental goals. Various SCPPA Members have contracted for Energy Efficiency Audits and Direct Installation Services with RHA and other vendors through SCPPA since 2014. With the current consultants' agreement expiring this year, SCPPA Members requested the issuance of an RFP to procure same/similar services.

DISCUSSION:

- **Scope of Contract Services:**

SCPPA Members have a need for Energy Efficiency Audits and Direct Installation Services for their Multi-Family, Hospitality, Small Business, and Residential sectors.

RHA's services will provide Members with the ability to identify and implement energy efficiency and other efficiency measures tied to energy efficiency improvements. RHA's scope of work includes, but is not limited to, the following core services:

1. Energy Efficiency Audits
2. Direct Installation of Energy Efficiency Measures

- **Selection Method:**

SCPPA issued a competitive solicitation for Energy Efficiency Audits and Direct Installation Services on December 4, 2024. The submittal deadline for the RFP was January 10, 2025.

A total of three (3) responses were received and evaluated by staff of Burbank, Banning, and Glendale based on the proposer's qualifications, experience, skills required to provide the required services, demonstration of project management abilities, references, and cost-competitiveness. RHA was selected as the most qualified and cost-effective firm out of the three (3) respondents to SCPPA's competitive solicitation.

- **SCPPA's Authority:**

SCPPA has the authority to execute this Agreement in accordance with the California Joint Exercise of Powers Act, the SCPPA Joint Powers Agreement and the provisions of Section 9615 of the California Public Utilities Code ("Section 9615"). The SCPPA Joint Powers Agreement provides SCPPA with the authority to develop, finance, construct, operate and maintain electric energy generation and transmission projects. SCPPA's ability to exercise this right is supplemented by the requirements of Section 9615 which requires that each local publicly owned electric utility, in procuring energy, "shall first acquire all available energy efficiency and demand reduction resources that are cost effective, reliable and feasible." As a local publicly owned utility, as that term is defined by the California Public Utilities Code, SCPPA and its Members are subject to the requirements of Section 9615. This Agreement for the procurement of Energy Efficiency Related Services and Products will satisfy the energy efficiency and

demand reduction requirements of Section 9615 by providing utility customers with Energy Efficiency Audits and the installation of Energy Efficient Measures.

FISCAL IMPACT:

There is de minimis impact on SCPPA's Administrative and General budget outside of staff time to administer the MGSA.

The amount to be spent under this MPSA by participating Members shall not exceed \$1,500,000 over the 3-year term of the Agreement.

Participating Members will commit in writing to paying for any, and all, services procured from RHA under the MGSA pursuant to separate Task Orders for each SCPPA Member who elects to receive such services from RHA.

ATTACHEMENTS:

1. Resolution No. 2025-011
2. MGSA for Richard Heath and Associates

RESOLUTION NO. 2025-011

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MASTER GOODS AND SERVICES AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AND RICHARD HEATH & ASSOCIATES, INC., PROVIDING FOR ADDITIONAL CONTRIBUTIONS TO THE AUTHORITY'S REVOLVING GENERAL FUND, AND AUTHORIZING CERTAIN RELATED ACTION

WHEREAS, the Southern California Public Power Authority ("SCPPA" or "the Authority") and its Members ("Members") are engaged in planning, development, procurement and operation of generation and transmission assets in connection with the distribution of electrical energy to retail customers; and

WHEREAS, as a local publicly owned utility, as that term is defined by the California Public Utilities Code, SCPPA and its Members are subject to the requirements of Section 9615 of the California Public Utilities Code, which requires that each local publicly owned electric utility, in procuring energy, "shall first acquire all available energy efficiency and demand reduction resources that are cost effective, reliable and feasible"; and

WHEREAS, SCPPA Members have a need for the procurement of efficiency-related services and products, including energy efficiency education programs and energy efficiency direct installation programs (the "Services"); and

WHEREAS, Richard Heath & Associates, Inc. ("Consultant") can provide such Services to SCPPA's Members; and

WHEREAS, the Authority is willing and able to enter into a Master Goods and Services Agreement (the "Agreement") with Consultant to provide the Services; and

WHEREAS, the Board of Directors of the Authority, in its Resolution No. 1990-15, established a revolving general fund (the General Fund) for the payment of costs and expenses incurred by the Authority from time to time in carrying out its purposes; and

WHEREAS, the Board of Directors of the Authority, in its Resolution No. 1992-1, provided for the continuation of the General Fund and established a procedure to be followed with respect to additional contributions to the General Fund; and

WHEREAS, the Board of Directors of the Authority, in its Resolution No. 1995-2, provided for a separate bank account (the Joint Planning Account) to hold and disburse the additional contributions to the General Fund with respect to joint planning matters; and

WHEREAS, the Board of Directors of the Authority, in its Resolution No. 1995-13, changed the name of the Joint Planning Account to the Restructuring Account and charges to the Restructuring Account are referred to as "Resolution Billing"; and

WHEREAS, the Board of Directors of the Authority wishes to provide for additional contributions to the General Fund, and certain Members of the Authority are willing to make such additional contributions.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

1. The Executive Director is authorized and directed to execute a Master Goods and Services Agreement with Richard Heath & Associates, Inc. for the Services, which agreement been presented to the Board of Directors in substantially final form, with such changes, insertions, and omissions as shall be approved by the Authority's President, Vice President, or Executive Director (such approval to be conclusively evidenced by her or his execution and delivery thereof).
2. The Board of Directors hereby provides for additional contributions to the General Fund as provided in this Resolution. Notwithstanding anything to the contrary in Resolution No. 1992-1, such additional contributions:
 - (a) Shall be solely for the purpose of paying for costs and expenses incurred by the Authority with respect to the Services provided by Consultant, and pending application for such purpose, the contribution shall not be expended to pay costs or expenses for any other purpose; and
 - (b) shall be billed to the Members that have received Services from Consultant with respect to such invoice, with the amount of each such Member's bill to be based upon the Services performed by Consultant for the benefit of such Member; and
 - (c) shall be billed and collected from each Member under the Alternative Billing Method authorized by Resolution 2015-025, with such amount designated as a charge under this Resolution.
3. Although the amounts to be contributed under this Resolution and related income shall constitute part of the General Fund, they shall be held and accounted for within the existing Restructuring Account. The Executive Director of the Authority is hereby directed to utilize the Restructuring Account for the purpose of holding contributions and related income, and making disbursements, for the purposes of this Resolution. The President, Vice President, Secretary, any Assistant Secretary, and the Executive Director of the Authority are each authorized to execute checks drawn on the Restructuring Account from time to time.
4. Amounts so held in the General Fund and the Restructuring Account pursuant to this Resolution will not be contributed or held for any other purpose. Such amounts shall not constitute (a) Revenues, or (b) revenues, income, rents, or receipts derived by the Authority from or attributable to Authority Capacity (or to the payment of the costs thereof) or the ownership or operation of any Project. As used herein, "Revenues," "Authority Capacity"

and "Project" shall have the respective meanings set forth in the indentures of trust and other instruments governing the external financing arrangements entered into from time to time by the Authority.

5. The President, Vice President, Secretary, any Assistant Secretary, the Executive Director and any other officer of the Authority are each hereby authorized to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution (including but not limited to, making such changes to the Master Goods and Services Agreement or other documents and instruments referred to in this Resolution if such changes are determined by the President, Vice President, or Executive Director to be necessary or advisable). Each reference in this Resolution to the President, Vice President, Secretary, Assistant Secretary or Executive Director shall refer to the person holding such office or position, as applicable, at the time a given action is taken and shall not be limited to the person holding such office or position at the time of the adoption of this Resolution.
6. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 20th day of March 2025.

TODD DUSENBERRY
PRESIDENT
Southern California Public
Power Authority

ATTEST:

DANIEL E GARCIA
ASSISTANT SECRETARY
Southern California Public
Power Authority

**MASTER GOODS AND SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
RICHARD HEATH & ASSOCIATES, INC.**

This MASTER GOODS AND SERVICES AGREEMENT (“Agreement”) is dated and effective March 20, 2025, by and between Richard Heath & Associates, Inc. (“Consultant” or “RHA”), a California Corporation, located at 590 W. Locust Street, Suite 103, Fresno, CA 93560, 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 been formed for the purpose of undertaking the planning, financing, development, acquisition, construction, reconstruction, improvement, enlargement, betterment, operation, or maintenance of projects involving the generation, transmission, and distribution of electrical energy for the benefit of its Members (“Purpose”); and

WHEREAS, SCPPA has a need for goods and/or professional and technical services including studies and reports to facilitate SCPPA’s Purpose and 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 the goods and/or services specified herein which are consistent with SCPPA’s Purpose.

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

1. Work to be Provided:

SCPPA engages Consultant to provide goods and/or services and related tasks (“Goods” or “Services,” respectively, or collectively “Work”) 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 Work performed and provided 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 Work identified in Exhibit A, to be performed and provided by Consultant. Each Task Order may include a cap for all payments for Work performed and provided under each individual Task Order and a time schedule for completion of the Work. Any Member that elects to participate in any individual Task Order is referred to herein as the "Participating Member."

2. Consultant’s Services and Personnel:

(a) Independent Contractor. Consultant is an independent contractor. Neither the Consultant nor the Consultant’s employees or agents are employees 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 hereby warrants that: (1) The Consultant and its employees and agents are free from the control and direction of SCPPA and its Members in connection with the performance of the work to be provided hereunder, both under this contract and in fact, (2) The Consultant and its employees and agents perform work that is outside the usual course of SCPPA’s business, and (3) the Consultant and its employees and agents performing Work under this Agreement are customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Work to be performed under this Agreement. Consultant shall furnish the Work 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.

(b) Subcontractors. Consultant may use the services of subcontractors to perform a portion of its obligations under this Agreement with the prior written approval of SCPPA. All subcontractors retained by Consultant shall be duly licensed as required by law. 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.

(b) Prevailing Wages. Work by persons deemed to be employees of Consultant may be subject to prevailing wages under California Labor Code 1770 et seq. Consultant is solely

responsible for compliance with prevailing wage requirements, where applicable. Consultant shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interest party upon request, paying any applicable prevailing wage rates, posting copies thereof at the jobsite, and following all applicable prevailing wage rate requirements to its subcontractors. Proof of these requirements shall be provided to SCPPA upon request.

(d) Indemnity. Consultant shall indemnify, defend, and hold harmless SCPPA and Members, and their respective officers, employees, assigns, and successors in interest from and against any and all liability, claims, suits, demands, damages, fines, penalties, wages, costs or expenses pertaining to (i) prevailing wage laws and (ii) 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 8 hereof.

3. Standard of Care:

The Consultant will perform Work under this Agreement with the degree of skill and diligence normally practiced in the same industry by consultants performing the same or similar work. Consultant shall comply with all Federal, State, County, local and other governing laws, rules and regulations applicable to the performance of the Work under this Agreement, including Participating Member(s) business practices or other requirements as set forth in any applicable Task Order, 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. Consultant represents and warrants that it is appropriately licensed, qualified, and experienced to provide the Work. Consultant acknowledges that it may be subject to the requirements of the California Consumer Privacy Act (“CCPA”) and the California Privacy Rights Act and represents that all Work performed hereunder shall comply with such requirements where applicable. If requested, Consultant agrees to execute a non-disclosure agreement or other ancillary agreement to document Member-specific requirements for purposes of addressing CCPA, California Public Records Act (“CPRA”), California Privacy Rights Act, confidentiality and/or cybersecurity concerns.

4. Amendments:

Amendments to this Agreement must be in writing and signed by both Parties. No Task Order issued under this Agreement may be amended except by written agreement executed by Consultant, SCPPA and the Participating Member, provided further 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.

5. Payment:

SCPPA shall pay Consultant for Work in accordance with the terms of this Agreement and the applicable Task Order. Consultant is not authorized to perform any Work or incur any costs whatsoever until: (1) a Task Order has been signed by both Parties (and the Participating Member has signed either the Task Order or a letter to SCPPA confirming the Participating Member's participation in the Task Order); and (2) a written purchase order providing authorization for the start of Work for such Task Order has been issued to the Consultant 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 to the purchase order number issued by SCPPA for such Work to be performed under the Agreement and Task Order and any other number assigned by SCPPA for invoices under this Agreement;
- b. Name of each Participating Member that has received Goods and/or Services for which the invoice is being issued by Consultant; and
- c. The basis for the amount invoiced, including a description of Goods and/or Services provided and supporting documentation as required by the participating SCPPA Member.

Consultant shall submit all invoices to SCPPA. Consultant shall submit invoices at no more than monthly intervals and no later than the invoicing dates specified in the milestone payment schedule set forth in a Task Order, and if no milestone payment schedule is set forth in a Task Order, then no later than thirty (30) days after completion of the Work covered by the invoice. 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(s) 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) calendar 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 shall inform Consultant of any disputed invoice amounts within thirty (30) calendar 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. Audit:

During the Agreement's term and for a period of four years after the termination or expiration of the Agreement, Consultant shall (a) maintain all records, books, papers, or documents related to Consultant's performance of the Agreement ("Records"); and (b) provide SCPPA or its representatives, at all reasonable times, the right to examine, excerpt, photocopy, photograph, or transcribe such Records, including but not limited to direct and indirect charges and detailed documentation for Work that Consultant has performed or will perform under the Agreement.

8. Indemnity:

To the maximum extent permitted by law, Consultant shall defend, indemnify, and hold harmless SCPPA and Members and their respective officers, employees, assigns and successors in interest (collectively, "Indemnified Parties") 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, whether actual or alleged, arising out of, or incident to, the performance of Services or the supply of Goods under this Agreement, or both ("Claims") excluding only those Claims arising from the gross negligence or willful misconduct of Indemnified Parties. Consultant shall promptly notify SCPPA of any Claim(s) against the Consultant or any of Consultant's directors, employees, subcontractors of any tier, or agents, arising out of or related to Services being performed or Goods to be provided under this Agreement.

9. 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 "Product") provided pursuant to this Agreement infringes on the intellectual property rights of others. Consultant's indemnification obligation under this Section 9 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 9 shall not result in any additional costs or liability to SCPPA and any Participating Member.

10. 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 Work under this Agreement, and with respect to subparagraphs (d) and (e) below, the period of time specified therein, 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 Work 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) per claim and in the aggregate. The policy must be kept in force during the life of the contract and for three years (either as a policy in force with "prior acts" coverage covering the Agreement's term, or under an extended reporting provision) after contract termination.
- (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; 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 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 Work 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 three years (either as a policy in force with “prior acts” coverage covering the Agreement’s term, or under an extended reporting provision) after contract termination.

- (f) All required policies shall provide not less than thirty (30) calendar 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 10; 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 Work 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.

The insurance requirements set forth in this Section 10 are separate and independent from the indemnification and defense provisions of this Agreement. The insurance provisions do not

limit the applicability, scope, or obligations of indemnification and defense obligations of this Agreement, and this Agreement's indemnification and defense obligations do not limit the insurance coverage requirements of this Agreement.

11. Term and Termination; Survival:

- (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 11.
- (b) Either Party may terminate this Agreement, or any Task Order hereunder, with or without cause, upon thirty (30) calendar days' written notice to the other Party. Upon such termination, (i) Consultant shall reimburse SCPPA for all payments made by SCPPA for Work not yet completed and supplied, or (ii) if outstanding payments are owed to Consultant, SCPPA shall pay Consultant for all Work satisfactorily performed and supplied in accordance with this Agreement up to the date of termination.
- (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. Notwithstanding the foregoing, at SCPPA's sole discretion and for good cause shown, this Agreement shall not expire while Work to be performed under an existing Task Order remains incomplete.
- (d) Termination for Conflicts of Interest. Consultant confirms that it understands the conflicts of interest codes and requirements applicable to its profession, as well as the requirements of California Government Code Section 1090, et seq. and Section 87100, et seq. Consultant represents and certifies that it is unaware of any conflict of interest relating to this Agreement and that SCPPA, its Members, and their respective officers, agents, employees, representatives, and elected and appointed officials do not, and will not, have any indirect or indirect financial interest in this Agreement. Consultant will immediately inform SCPPA about any conflict of interest that may arise as a result of any change in circumstances. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such conflict of interest does exist or develop, SCPPA may immediately terminate this Agreement by giving Consultant written notice thereof.
- (e) Survival. Any rights or obligations pursuant to Sections 2(d), 3, 5-12, 14, 17, 20-22 shall survive the termination or expiration of this Agreement.

12. 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 Work 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.

13. 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 Work 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 14 of this Agreement.

14. 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 § 7920.000 et seq.) from a third party for access to Consultant’s Confidential Information subject to this Agreement, or as may otherwise be required by the California Ralph M. Brown Act (“Brown Act”) (California Government Code §§ 54950 et. seq.), SCPPA shall notify Consultant of such request and shall seek to follow Consultant’s reasonable instructions in responding thereto subject to the understanding that SCPPA cannot delegate the responsibilities imposed on it by the CPRA or Brown Act to Consultant. SCPPA’s responsibilities under both the CPRA and Brown Act shall be determined in the sole discretion of SCPPA. 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 or pertaining to customers of a Member shall only be provided by Consultant to the Participating Member providing service to that customer, and to no other party, and Consultant shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information to protect the personal information from unauthorized access,

destruction, use, modification, or disclosure. Consultant shall, when directed by SCPPA, create aggregated data derived from Confidential Information in such a way 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. Under no circumstance may Consultant, or its officers, employees, subcontractors, or agents use Confidential Information of SCPPA or its Members for any commercial purpose not related to the primary purpose of this Agreement.

Consultant shall be responsible for ensuring that any subcontractors used to provide Goods and Services that have access to Confidential Information or who shall collect Customer Responses comply with the provisions of this Section 13.

Notwithstanding these restrictions, only where permitted by law, including as limited by Section 1798.98 of the California Civil Code and Section 8381 of the California Public Utilities Code, (a) Consultant may disclose Confidential Information to its affiliates and subcontractors to the limited extent necessary for the 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.

15. SCPPA's Right to Inspect Property: Upon reasonable notice to Consultant, SCPPA and/or Members shall have the right during the performance of the Work to inspect the site where the Work is to be performed, 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 Consultant 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 Consultant's performance of its other obligations under this Agreement.

16. Recycled Materials:

In accordance with California Public Contract Code section 22152 *et seq.*, Consultant shall certify the minimum, if not the exact, percentage of postconsumer materials in the materials, Goods, or supplies offered or sold pursuant to this Agreement, including, where applicable, printer cartridges. Where applicable, the Consultant shall ensure that any printing paper used

meets the recycled content requirements set forth in Section 12209 of the California Public Contract Code.

17. Title to Goods; Warranties:

- (a) Title to Goods. The risk of loss and title to Goods supplied by Consultant to SCPPA pursuant to the Work scope shall pass upon delivery to SCPPA, unless otherwise specified in the Work scope.
- (b) Warranties. Consultant warrants that Goods shall be delivered free from defects in material, workmanship, and title and that the Work 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. Consultant warrants that the services performed by it hereunder will be performed in a workmanlike manner and in accordance with generally accepted professional standards. Any and all written warranties asserted by Consultant shall be incorporated herein as Exhibit D. In the event the Goods and Services do not conform, such nonconforming Goods and Services shall be corrected by Consultant. If Goods or Services do not meet the above warranties, SCPPA shall promptly notify Consultant in writing prior to expiration of the warranty period. Consultant shall (i) at its option, repair or replace defective Goods and (ii) re-perform defective services. If despite Consultant's reasonable efforts, non-conforming Goods cannot be repaired or replaced, or non-conforming services cannot be re-performed, then, without limitations to SCPPA's legal and equitable remedies and any remedies provided under this Agreement, Consultant shall refund, or credit monies paid by SCPPA for such non-conforming Goods and Services.

18. 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 equivalent or higher duly authorized to settle the dispute during the thirty (30) calendar 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 equivalent 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) calendar day period then either Party may pursue any legal remedy available to it; provided further, however, nothing herein shall prohibit either Party from pursuing temporary, injunctive, or equitable relief during this thirty (30) calendar day period.

19. Representatives:

SCPPA's representative for administration of this Agreement:

Brandon Czworniak, (626) 793-9364 ext. 220, and e-mail address is **Bczworniak@scppa.org**. All questions to SCPPA pertaining to this Agreement shall be

referred to the person named above.

Consultant's representative for this Agreement:

Gabriel A. Peredo, (626) 956-5329 and e-mail address is **gperedo@rhainc.com**. 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.

20. 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:

Executive Director
1160 Nicole Court
Glendora, CA 91740
executivedirector@scppa.org

To Consultant:

Richard Heath & Associates, Inc.
Attn: Contracts Department
590 W. Locust Street, Suite 103
Fresno, CA 93560 exec@rhainc.com

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.

21. 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. In the event of any conflict between the terms of this

Agreement and the Exhibits hereto, or any Task Order or purchase order issued hereunder, the terms of this Agreement shall control. In the event of any conflicts between the Exhibits and any Task Order or purchase order, the Exhibits shall control. In the event of a conflict between any Task Order or purchase order, the Task Order shall control.

- (c) Third Party Beneficiary – SCPPA Participating Members are not parties to this GOODS AND SERVICES AGREEMENT but are third party beneficiaries to the GOODS AND SERVICES AGREEMENT and are entitled to the rights and benefits hereunder and may enforce the provisions hereof as if they were parties hereto.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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, and both Parties waive any defense of forum non conveniens.

22. 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 Master Goods and Services Agreement between Southern California Public Power Authority and Richard Heath & Associates, Inc. on the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
DANIEL E GARCIA
Executive Director

Approved as to Legal Form:

ARMANDO ARBALLO
Assistant General Counsel

RICHARD HEATH & ASSOCIATES, INC.

By: _____
CYNTHIA RAFFERTY
President

EXHIBIT A

SCOPE OF WORK TO BE PROVIDED UNDER THIS AGREEMENT

Goods and/or Services not expressly set forth in this Exhibit A are excluded.

PROPOSAL/SCOPE OF WORK

RHA is committed to providing SCPPA members with comprehensive energy efficiency solutions tailored to the diverse needs of residential, multi-family, commercial, agricultural, industrial and public sector customers. Our services include energy efficiency audits, direct installations and a range of complementary offerings designed to align with the specific goals, customer demographics and budgetary constraints of each SCPPA member.

As illustrated in Figure 1, our energy audit and direct installation services encompass key areas of interest identified in the RFP. We have developed a pricing to provide fair and competitive pricing for all measures and services, as detailed in the pricing narrative. Services are also available on a time-and-materials (T&M) basis. This modular approach allows RHA to collaborate with SCPPA members to design service packages that optimize energy savings and customer satisfaction.

Figure 1 Services Listed as Areas of Interest Included in Energy Audit and Direct Installation Offerings and Pricing

SERVICES	 Energy Audit	 Direct Installation
Education	✓	✓
Canvassing of Commercial Customers		✓
Develop/Provide Database	✓	✓
Provide Quality Assurance/Quality Control	✓	✓
Customer Financing Support Options	✓	✓
Customer Incentives Layering Assistance	✓	✓
Billing Data Analysis	✓	
Energy Efficiency Program Support Services		✓
Engineering Support Services		
Demand Response Programs/Services		

ENERGY AUDITS

RHA will collaborate closely with SCPPA members to convert leads to program participants. Leads will originate from SCPPA utility members, directly from customers or through other programs operating within SCPPA member territory, such as direct installation programs. During our initial contact with customers, RHA will ask a list of pre-screening questions to tailor the audit to the complexity and depth of analysis required for each project. RHA will work directly with customers to schedule audits at times that are most convenient for them and offer ASHRAE Level I, II and III audits, as outlined below.

- **Level I audits** serve as a foundational step involving a high-level facility walkthrough. RHA will establish customer needs, priorities and financial situation and gather site-specific information, such as existing energy measures/equipment, model number, quantities, equipment efficiencies, total facility area, recent energy efficiency projects, operational schedules, etc. Level I audits offer an overview of the customer's energy usage and initial insights into energy efficiency opportunities. These audits help determine whether a more detailed ASHRAE Level II or Level III audit is warranted to explore efficiency potentials and project feasibility.
- **Level II audits** delve deeper, establishing detailed energy baselines and providing comprehensive calculations for energy efficiency, greenhouse gas reductions and return on investment and recommendations tailored to customers' equipment. This advanced analysis involves a thorough review of utility data and provides customers with energy efficiency recommendations and a financial simple payback analysis. The goal is to help customers make well-informed decisions to optimize energy efficiency and reduce greenhouse gas emissions.
- **Level III audits** provide a more detailed field and engineering analysis of projects identified that include capital-intensive modifications. The calculations for these modifications provided by the ASHRAE Level II audit will be backed by system metering and/or computer software simulations and reviewed by an engineer. This will give precise cost and savings calculations to inform the customer of the benefits, costs and performance expectations of making significant investments in energy-efficient equipment.

If approved by the SCPPA member, RHA will log customer information gathered during the energy audit in our internal database to provide live access to project updates, customer information and reports.

ENERGY AUDIT REPORT

After completing the audit, RHA will deliver a personalized and user-friendly report featuring a concise one-page summary table. This table will highlight cost-effective energy efficiency opportunities designed to maximize energy savings and cost reductions. The report will include:

- **Existing Best Practices:** Assessment of current operational practices and their alignment with industry standards for energy efficiency.
- **Proposed Energy Efficiency Measures:** Evaluation of recommended measures tailored to the specific facility and operational goals.

- **Potential Energy Efficiency Savings:** Detailed calculations of anticipated energy savings for each proposed measure.
- **Cost Estimates:** Accurate cost projections based on industry standards and historical data sources.
- **Net Present Value:** Financial analysis to determine the long-term value of each energy efficiency measure.
- **Simple Payback or Return on Investment:** Calculation of return on investment or payback period based on annual energy savings.
- **Additional Project-Specific Information:** Any supplemental data or considerations required for successful implementation.

An RHA engineer will review the report with the customer, providing expert guidance on the recommendations so they can make confident, informed decisions on implementing impactful energy efficiency upgrades.

DIRECT INSTALLATION SERVICES

Direct installation services will begin with canvassing and scheduling an energy assessment or audit to determine cost-effective measures to maximize customer and utility energy efficiency savings.

RHA will present our recommendations to the customer in an energy audit report, educating them about the benefits and costs of the recommended retrofits. Measures will be tailored to the customer

type (residential, multi-family, commercial, etc.) and could include lighting, refrigeration, weatherization, appliances, smart devices, mechanical/HVAC, heat pumps, thermostats and sensors/timers. A comprehensive list of energy efficiency measures by customer is in Section 4: Fees. This list highlights measures selected to maximize energy savings, reduce greenhouse gas emissions and reduce energy costs.



RHA's team will include **7 installation technicians and trades** skilled at installing energy efficiency measures in residential, multi-family, and commercial settings

Before proceeding with installation, RHA will secure the customer's and SCPPA member's approval of the scope of work. RHA will then coordinate installation at the customer's convenience, calling the day before to confirm the appointment and prepare the customer for the installation. Upon arriving at the customer's home or business, our installation staff will greet the customer or their employee and identify themselves with ID badges. Field staff will meet hygiene, grooming and uniform standards and be trained to provide safe, quality installation and superior customer service.

RHA's installation staff will perform all installations per applicable codes, standards and guidelines. Once a project is complete, installation staff will review the work performed with the customer and provide education on how to operate new measures and equipment. Installation staff will also provide customers with warranty information on installed equipment and collect a signed Project Completion

Form. RHA will offer a call center or assigned team member to handle customer phone calls and follow-ups for seamless communication and prompt assistance with questions and concerns.

EDUCATION

RHA incorporates customer education as a key component of our energy audits and direct installation services. We prioritize helping customers understand the importance of behavioral changes first, followed by the value of the recommended energy efficiency measures. Additionally, we educate customers on maximizing energy savings post-installation by properly using existing equipment and the newly implemented energy-efficient measures. If desired, RHA can also provide customer education to support additional SCPPA member programs and needs, ensuring alignment with goals and objectives.

- **Energy Audit Education:** Once the energy audit report is finalized, RHA will schedule an over-the-phone, virtual or in-person meeting tailored to the customer's availability and preferences. During this session, RHA will review the audit findings and explain the benefits, costs, and long-term value of the recommended energy efficiency retrofits.
- **Direct Installation Education:** After the installation, the installation crew leader will conduct an in-depth walkthrough with the customer, explaining each newly installed measure. This walkthrough will include detailed instructions on the proper use and maintenance of the equipment, as well as tips on behavior changes that can enhance the equipment's performance and longevity.

Other Education: RHA can help SCPPA members raise awareness of other energy efficiency programs. This could include hosting webinars tailored to the residential, multi-family, commercial and other sectors to educate them about offerings, their benefits and how to participate. RHA can also develop on-demand e-learning modules on energy efficiency topics, similar to those created for other utility clients, including for the San Diego Gas & Electric Company through the LEARN Program. The LEARN Program is a free public learning platform that SCPPA member utilities can leverage.

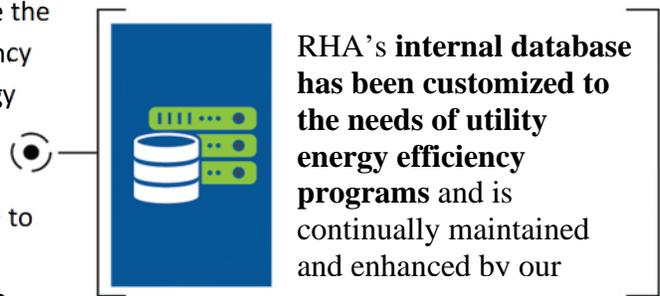
CANVASSING OF COMMERCIAL CUSTOMERS

RHA will perform door-to-door canvassing to engage customers and encourage participation in SCPPA member direct installation programs or other programs as requested. This can be performed as a follow-up to direct referrals provided by SCPPA members, leads generated by direct mail, email or the website or as a targeted effort to eligible customers in general.

RHA has found that canvassing is one of the most effective outreach methods for securing participation from municipal utility commercial customers. As a representative of SCPPA members, it allows RHA to interact with customers, answer questions and establish trust. As the face of the program, field representatives will be trained to provide exceptional customer service and wear name badges and uniforms to foster credibility with customers.

DEVELOP/PROVIDE DATABASE

RHA's proprietary database was designed to serve the project goals and tracking needs of energy efficiency programs. RHA uses the database to deliver energy audits and direct installation services to SCPPA member customers. Our in-house Information Systems team can further customize the database to meet SCPPA member needs, including for other programs and services. RHA's database adheres to client requirements, cyber security laws and protocols. Its capabilities include:



- **Scheduled and completed appointments:** Tracks job progress from start to finish, providing real-time access to the installation calendar. This includes customer details, measure installation schedules, installation time frames and projected installation costs.
- **Inventory of existing and newly installed equipment:** Allows real-time audit data collection and storage, including photos captured. Documents existing equipment with brand and model information and calculates energy consumption rates. Tracks all energy efficiency measures recommended in the report and installed at each customer location, including quantity.
- **Program costs:** Maintains up-to-date program financials, including budget spent at the measure, customer and program levels. Tracks customer and client summaries, along with graphical representations of contract goals, year-to-date savings and other relevant financial information.
- **Energy savings:** Allows energy auditors to input site information from their phone or tablet. Based on the data entered, automatically calculates the savings associated with energy efficiency measures and their respective cost savings, then generates a report that includes a summary of recommendations.
- **Return on investment:** Includes the calculated simple payback or return on investment and other financial indicators in the generated report, helping customers make informed and timely decisions.
- **Investment by customer and SCPPA member:** Tracks customer out-of-pocket costs and incentives paid or to be paid by the SCPPA member based on the program parameters for KPI tracking and invoicing purposes. Our accounting department uses this tool to generate invoices automatically.
- **Customer satisfaction** Includes embedded customer satisfaction and quality assurance forms as part of the report. Tracks customer complaints, resolution plans, actions taken and their current status, ensuring that any issues are promptly addressed and resolved.
- **Library of program documents:** Serves as a comprehensive library of workpapers, survey-related documents and all program-relevant information, including billing data files and reports. Ensures easy access to all necessary materials for review, reporting and compliance purposes.
- **Recommendations and notes:** Enables real-time access to every document associated with a customer, including recommendations and notes, audit findings and survey results.

- **Ad hoc and custom reports:** Provides customizable reports in user-friendly formats, such as Excel or PDF. Example reports include benchmarking and savings reports, productivity reports, audit reports, installed measure reports, work order reports and end-of-year reports for projects, measures and savings needed for the client’s local and state reporting.
- **Other functionality:** Includes:
 - Stores energy audit results and calculations, including the following metrics:
 - Energy Use Index (BTU/sq. ft.)
 - Energy Cost Index (\$/sq. ft.)
 - Building characteristics (building type, size, vintage, etc.)
 - Energy savings potential, including savings realized because of measures installed
 - Demand reduction potential
 - Retains a log of all changes made to the data, including date, time and username
 - Serves as a tool for utility and third-party evaluators to access real-time information and reports
 - Includes data analytics tools for targeting customers, including storing information on usage, income, location and other demographics

RHA also offers advanced Power BI services to transform complex program data into clear, interactive visualizations, making it easier for internal stakeholders to analyze and present key performance metrics. RHA currently provides other clients with Power BI dashboards to support data-driven decisions, with functionality including:

- **Visualizes comprehensive data trends** over time to observe and analyze program developments at a granular level. Interactive graphs display trends, offering clarity and insight into key metrics.
- **Generates detailed, customizable reports** reflecting program



Figure 2 RHA uses Power BI in numerous programs to offer client’s data visualizations and real-time reporting for continuous improvement.

performance to support decision-making and program optimization.

- **Provides customizable views of specific metrics and data points** of particular interest. This flexibility will ensure that relevant information is readily accessible when needed.

PROVIDE QUALITY ASSURANCE/QUALITY CONTROL

Based on a reasonable sampling rate agreed on between the SCPPA member and RHA, an RHA supervisor will visit direct installation services customers within an agreed-upon timeframe to ensure the work is satisfactory and the equipment is functioning as designed. Any items needing correction will be addressed promptly.

RHA will also seek customer feedback via a survey embedded in the customer sign-off paperwork on:

- Satisfaction with the overall process
- Staff professionalism
- Overall customer satisfaction
- Timeliness
- Other items deemed important by the SCPPA member or RHA

An example of a customer survey that RHA currently uses in energy efficiency programs is included in Figure 3. If the customer communicates any issues with the program, steps will be taken to resolve them, such as coaching staff to ensure future customer satisfaction.

Figure 3 Example of Customer Survey

Please take a moment to answer a short survey. Put an X in the box corresponding to your answer.

1. Was a walk through conducted with the installation crew?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
2. Did the installation crew leave behind any debris or materials on premises?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3. Was the installer knowledgeable and professional?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
4. Overall are you completely satisfied with today's installation?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5. Any additional comments you would like to add or address?				

Customer Signature _____

Start Time: _____

End Time: _____

CUSTOMER FINANCING SUPPORT OPTIONS

RHA recognizes that upfront costs can often discourage customers from pursuing energy efficiency improvements. To address this, we actively monitor financing options offered by state programs and reputable financing entities recommended or utilized by other utilities. RHA remains independent and is not bound to any financial institution. This ensures our services are unbiased and focused solely on providing customers with options to facilitate their energy efficiency investments. To support SCPPA member customers, RHA will provide the following services:

- **Supporting Financing Identification:** We will assist customers in exploring financing programs and identifying solutions that align with their unique financial situations and project goals.
- **Educating Customers:** Our team will inform customers of the financing options available, empowering them to make educated decisions about funding opportunities for their energy efficiency investments.
- **Helping Customers Connect with Funding:** We will help customers connect with the appropriate funding or financing entities, reducing potential barriers to energy efficiency upgrades.

CUSTOMER INCENTIVES LAYERING ASSISTANCE SERVICES

RHA actively monitors local, state and federal incentives, including programs like the Inflation Reduction Act (IRA) and Self-Generation Incentive Program (SGIP). We will collaborate with SCPPA members to identify and leverage additional funding opportunities with SoCalGas, particularly for gas measures where electrification is not feasible. By layering these incentives with utility-provided programs, we aim to minimize upfront project costs while maximizing long-term energy savings, minimizing energy costs and reducing greenhouse gas emissions.

- **Incentive navigation:** RHA will use customer profiles, energy usage and project goals to identify local, state and federal incentives for which the customer and project are eligible.
- **Customer education:** RHA will ensure the customer understands the incentives available, eligibility criteria and the application process.
- **Application and documentation support:** RHA will assist customers in completing incentive forms and gathering and preparing necessary documents, such as energy savings calculations, equipment specifications and receipts to claim available incentives. RHA will ensure direct installation projects adhere to incentive programs' terms to avoid disqualification or delays.

BILLING DATA ANALYSIS

RHA will perform billing data analysis as a part of the energy audit process to provide insights into customer energy consumption patterns and identify opportunities for efficiency improvements. RHA will use 12 months of utility billing data provided by SCPPA members to understand energy usage trends comprehensively. Our energy engineers will analyze this data to identify peak usage periods, seasonal variations and anomalies that may indicate inefficiencies or equipment issues.

Energy engineers will cross-reference the findings with similar buildings and industry standards to assess relative performance and identify potential areas for improvement. These insights are compiled into actionable recommendations, such as conducting an energy audit, upgrading to energy-efficient equipment, modifying behaviors or modifying energy management systems or usage schedules.

ENERGY EFFICIENCY PROGRAM SUPPORT SERVICES

RHA is committed to supporting SCPPA members in delivering energy audits, direct installation services and other energy efficiency programs, as requested. By partnering with RHA, SCPPA members can

ensure their programs operate seamlessly and effectively, achieving program goals and addressing the unique needs of diverse customer types. Our comprehensive support services include:

- **Program design and implementation:** RHA will assist SCPPA members in designing and implementing customized energy efficiency initiatives, including tailored energy audit and direct installation programs. Our support includes developing comprehensive program implementation plans to ensure seamless execution and measurable success. RHA remains at the forefront of industry advancements by leveraging insights gained from the contracts we implement, the expertise of our internal research teams and our active membership in the California Efficiency + Demand Management Council. We stay updated on emerging trends, funding opportunities and the evolving direction of the energy efficiency industry. This allows us to implement innovative programs that address current market needs, including:
 - Programs focusing on disadvantaged communities and hard-to-reach populations
 - Electrification programs
 - Appliance delivery and recycling programs
 - Battery storage programs
 - Programs providing concierge-style service to customers
- **Marketing and outreach:** In addition to conducting door-to-door canvassing of commercial customers for direct installation programs, RHA can help SCPPA members perform marketing and outreach for other energy efficiency programs. Support could include developing marketing materials and partnerships with community organizations to amplify engagement.
- **Technical support:** RHA will offer hands-on assistance during program implementation to ensure achievement of goals, customer satisfaction and adherence to regulatory standards and best practices.
- **Incentive and rebate management:** If requested, RHA can manage the incentive and rebate application and approval process for energy efficiency programs, ensuring compliance with SCPPA member program requirements.
- **Data analysis and reporting:** RHA will provide our proprietary database to collect and analyze program data for energy audit and direct installation programs. This database can also be made available and customized for other SCPPA energy efficiency programs to optimize program strategies and ensure continuous improvement.
- **Customer support:** RHA will maintain a call center staffed with multilingual representatives to provide customer support, answer questions and manage complaints for direct installation programs. This service can also be offered to other SCPPA programs, as requested.

ENGINEERING SUPPORT SERVICES

RHA will provide engineering support services as a part of our energy audit offerings to ensure the energy efficiency solutions recommended maximize customer energy savings. Our services will include:



RHA's team includes **12 experienced staff with backgrounds diverse engineering backgrounds** who support the delivery of energy efficiency

EVALUATION AND VALIDATION OF ENERGY SAVINGS AND GREENHOUSE GAS REDUCTIONS

RHA will evaluate and validate energy savings and greenhouse gas emissions reductions from measures and/or equipment installed by customers. This will include pre- and post-installation measurement and verification (M&V) of customer energy efficiency projects. Our M&V process includes:

- **Specify Scope:** We will review each project's specifics and analyze the equipment's energy-saving potential by using existing energy billing data or installing data loggers and metering devices, as needed. This verifies that energy efficiency projects are on track to achieve their intended energy savings goals and claims.
- **Emphasize Customer Benefits:** Our thorough M&V process helps assure customers that their energy efficiency projects will yield tangible energy savings, greenhouse gas emission reduction and cost savings so that they can make informed, confident decisions.
- **Highlight Incentive Eligibility:** Our M&V process verifies the claimed savings required for incentive applications. Through this process, RHA will ensure that the SCPPA members can confidently provide incentives to customers who meet the required incentive program criteria.

ENERGY MODELING AND ANALYSIS

RHA will provide energy simulation modeling and analysis of non-residential building systems and/or process equipment following the below steps:

1. **Data collection:** Gather detailed information applicable to the project, including square footage, building envelope, hours of operation, equipment, etc.
2. **Energy modeling software:** Input data into specialized software, such as eQuest, Energy Pro and Helioscope, and create a virtual model of the building and its systems.
3. **Energy consumption analysis:** Determine the energy baseline for the existing building/equipment based on the simulation and verify that it aligns with billing data.
4. **Energy efficiency opportunities:** Identify potential energy-saving measures and improvements based on customer needs, such as HVAC, air compressor, lighting, etc.
5. **Model modification:** Modify the previously developed model to simulate the impact of energy efficiency upgrades.
6. **Update energy analysis:** Generate a new energy baseline from the modified model to calculate the savings between the existing building/systems and recommendations.

RHA has developed energy efficiency savings calculation tools that we utilize and customize for municipal utility clients. Our tools include a comprehensive audit template that helps expedite the process with features for energy billing data, data collection, energy load balancing and energy

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efficiency calculators tailored to HVAC, air compressors, lighting, plug loads and refrigeration. RHA also has feasibility tools to assess load capacities and building electrification, as well as solar calculators to determine solar sizing based on consumption.

BEST PRACTICE GUIDANCE AND POLICY SUPPORT

As requested by the SCPPA member, RHA will provide guidance and policy support on best practices for implementing utility incentive programs. This will include informing SCPPA members of relevant local, state and federal policies impacting utility incentive programs. We will also help SCPPA members incorporate emerging technologies into incentive programs, such as fuel-switching and building electrification.

EQUIPMENT-SPECIFIC AUDITS AND OTHER ASSESSMENTS

RHA will work with SCPPA members to identify and perform assessments outside ASHRAE-level audits. These assessments may address specific areas of concern or save costs when a comprehensive ASHRAE-level audit is not needed. Examples of such assessments included in the energy audit pricing include:

- Lighting (interior and exterior) only assessment
- Mechanical (including ancillaries) only assessment
 - HVAC
 - Refrigeration

RHA can also offer the following assessments priced as T&M:

- Interior and exterior water assessment
- Feasibility study (e.g., compressors, chillers)
- Building electrification assessment (EV, fuel-switching, etc.)
- Building automation systems

RESEARCH

RHA will leverage extensive document and web research, data collection and analysis to establish baseline energy consumption and energy-efficiency parameters for projects. We are committed to providing well-documented, data-driven justifications for our cost estimates and Expected Useful Life (EUL) calculations to ensure that our energy-efficiency measures align with the project's goals and requirements in the following categories:

- **Net Increase in Load or New Construction:** RHA will gather applicable information on existing code and standards. Our team will establish a baseline for energy consumption in areas undergoing new construction or experiencing a net increase in load. This will involve gathering data on the proposed equipment, systems and load-handling requirements. RHA will also determine the incremental cost associated with energy-efficient measures and calculate the EUL with proper justification, considering the costs and benefits related to the energy-efficient equipment and systems.
- **Retrofit:** RHA will collect verifiable evidence of the existing conditions and recent operations of the equipment or space being retrofitted. This will include gathering data on baseline energy

usage and system efficiency. We will comprehensively analyze the full measure cost for retrofit projects, accounting for all associated expenses, including equipment, installation and any necessary modifications. RHA will calculate the EUL of the retrofit measures and provide a well-justified rationale for this calculation, considering factors such as equipment lifespan and maintenance requirements.

- **Retrofit Add-On:** RHA will establish the existing baseline energy consumption for systems where new equipment is added to improve overall efficiency. This will involve collecting data on the pre-existing components and their energy usage. RHA will provide a detailed breakdown of the full measure cost for retrofit add-on projects, including the cost of the new equipment, its integration into the existing system and any necessary modifications. We will calculate the EUL of the retrofit add-on measures and provide a clear justification based on factors such as the equipment lifespan and anticipated efficiency improvements.

DEMAND RESPONSE PROGRAMS AND/OR SERVICES

RHA can assist interested SCPPA members with energy demand during peak periods or times of grid stress by supporting their demand response programs and identifying demand response opportunities for their customers.

Demand Response Programs: RHA can collaborate with SCPPA members to design tailored demand response programs that align with their grid needs and customer demographics. RHA can perform outreach and develop marketing materials to raise program awareness and encourage customer enrollment. RHA can also offer our database to support these efforts. Our Information Systems staff can develop demand response infrastructure, and RHA program managers can assist SCPPA members in implementing demand response with customers.

Customer Demand Response Opportunities: RHA can use energy audits to identify appliances and systems that can be adjusted during peak demand periods. We can also recommend and install energy efficiency measures that support demand response, suggest behavior changes to customers and help customers enroll in the optimal rate structure.

RHA can educate customers on how demand response works, the benefits of participating in demand response programs and how to adjust during demand response events. We can also highlight incentives associated with joining utility demand response programs, such as bill credits or rebates.

ADDITIONAL SERVICES

If desired, RHA has a strong background in the following services not identified in the RFP. The cost of these services will be determined based on hourly rates, time and material rates, scope of work and hours estimates utilizing the provided fee schedule. Upon request, RHA will provide a quote for the scope of additional services desired for approval by SCPPA members.

- **Energy benchmarking services** to help SCPPA members prepare annual reports or assist customers with providing energy benchmarking services to comply with state reporting requirements
- **Planning and design assistance engineering services**
- Additional analyses for SCPPA member customers, including:
 - **Power factor analysis** to evaluate customer buildings to determine if their electrical systems are operating with an optimal power factor. If inefficiencies are identified, our team will provide tailored recommendations to address these issues. These recommendations may include installing power factor correction equipment, such as capacitors or voltage optimizers, to reduce reactive power demand, improve energy efficiency and lower utility costs.
 - **Investigative analysis** to investigate usage and consumption anomalies and equipment failures that customers attribute to power and water quality

- **Commissioning and retro-commissioning services** to ensure operating systems (mechanical, electrical, HVAC, etc.) are designed, installed and programmed for optimal performance using our commissioning engineers
- **Acceptance testing for lighting controls** using our certified engineers/technicians to ensure the lighting equipment installed is operating as designed and in compliance with the code
- **HVAC controls consulting** to ensure HVAC systems are designed, installed and programmed for optimal performance

RFP writing services to support SCPPA members and municipalities procure contractors for HVAC, lighting, energy efficiency and renewable energy projects.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

FEES

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RHA invested significant effort in developing value-based pricing for SCPPA members. Our goal is to minimize the need for change orders over a multi-year contract by offering pricing that is both comprehensive and flexible. As part of this exercise, we ensured alignment with the prevailing wage requirements outlined by SCPPA.

See tables for Audit Pricing, Fee Schedule and DI Calculator below:

1. [RHA_SCPPA Large Audits Pricing and Fee Schedule](#)

Audit Pricing Table

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2024 SCPPA Rates				
Energy Assessment Level	Audits <15,000 Sqft	Audits 15,001 - 75,000 Sqft	Audits 75,001 - 150,000 Sqft	Audits 150,001+ Sqft
Level 1	\$0.17	\$0.09	\$0.06	\$0.10
Level 2	\$0.28	\$0.16	\$0.11	\$0.13
Level 3	\$0.71	\$0.44	\$0.25	\$0.32

Fee Schedule Table

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Professional/Administrative	Rates
Director of Engineering	\$ 285.00
Professional Engineer	\$ 204.00
Energy Engineer Manager	\$ 190.00
Energy Engineer III	\$ 177.00
Energy Engineer II	\$ 148.00
Energy Engineer I	\$ 127.00
Energy Engineer Assistant	\$ 103.00
Senior Program Manager	\$ 181.00
Program Manager	\$ 137.00
Program Coordinator	\$ 98.00
Program Assistant	\$ 90.00
Information Systems	\$ 195.00
Trades Non-Prevailing Wage	Rates
Electrical Technician	\$ 117.00
HVAC Technician	\$ 117.00
Field Representative	\$ 106.00
Plumber	\$ 117.00
Irrigator	\$ 117.00
Building Inspector	\$ 117.00
Trades Prevailing Wage	Rates
These rates are determined using the Measure Calculator by selecting the following parameters: the 'Miscellaneous' measure category, Hourly Trade Rate measure, the desired hourly trade measure, the applicable county, the relevant trade, and the appropriate hourly rate structure.	

2. RHA_SCPA DI Price Calculator

Input Section				
Measure Category	Measure	County	Trade	Hourly Rate Structure (Based on Shift and Days Worked)
Lighting_Measures	4ft 4L LED New Fixture	Riverside	INSIDE WIREMAN, TECHNICIAN	Commercial, Straight Time

Output Section (Do not Change)		
Installation Time (Minutes)	DIR Hourly Rate	Parts Cost
20.0	\$ 80.04	\$ 116.20

Total Cost by Category				
Labor Cost	Material Cost + Tax	Service Charges	Total	
\$ 26.68	\$ 128.11	\$ 58.97	\$ 213.76	

3. Install Times and Parts Costs

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INSTALLED MEASURE	Minute	Hours	Parts Cost
Lighting Measures			
4ft 4L Linear LED Retrofit	20	0.33	\$47.65
4ft 3L (6pc) LED Retrofit Bi-Level	20	0.33	\$37.95
4ft 4L LED Retrofit Plug-n-Play	20	0.33	\$47.65
4ft 3L Linear LED Retrofit	20	0.33	\$39.70
4FT 2L LED lamp only Plug-n-Play	15	0.25	\$15.90
4FT 4L LED lamp only Plug-n-Play	15	0.25	\$31.80
4FT 3L LED lamp only Plug-n-Play	15	0.25	\$23.85
4ft 3L LED Retrofit Plug-n-Play	20	0.33	\$39.70
4ft 2L Linear LED Retrofit	18	0.30	\$28.85
4ft 4L LED (New Fixt)	25	0.42	\$118.00
4ft 2L LED Retrofit Plug-n-Play	18	0.30	\$28.85
4ft 1L LED Retrofit Plug-n-Play	18	0.30	\$20.90
4ft 1L Linear LED Retrofit	18	0.30	\$20.90
4ft 1L (2pc) LED Retrofit	18	0.30	\$31.40
2ft 2L U6 (3pc) LED Retrofit	18	0.30	\$37.95
4ft 2L (4pc) LED Retrofit	18	0.30	\$44.50
4ft 3L (6pc) LED Retrofit	18	0.30	\$57.60
4ft 4L (8pc) LED Retrofit	20	0.33	\$70.70
3FT 1L LED Lamp and Elec. Ballast Plug-n-Play	20	0.33	\$20.90
3FT 2L LED Lamp and Elec. Ballast Plug-n-Play	20	0.33	\$28.85
2 ft 2L U6 LED Retrofit	20	0.33	\$28.85
4ft 1L LED With Daylight Harvesting Ballast and sensor	25	0.42	\$142.00
4ft 2L LED With Daylight Harvesting Ballast and sensor	25	0.42	\$149.95
4ft 3L LED With Daylight Harvesting Ballast and sensor	25	0.42	\$157.90
4ft 4L LED With Daylight Harvesting Ballast and sensor	25	0.42	\$165.85
4ft 4L LED New Fixture	20	0.33	\$116.20
4ft 3L LED New Fixture	20	0.33	\$116.20
4ft 2L LED New Fixture	20	0.33	\$69.00
4ft 1L LED Fixture 19W	20	0.33	\$69.00
LED Downlight 4 Inch 13W 000K	20	0.33	\$10.00
LED Downlight 6 Inch 10W/15W/22W, 3000K/4000K/5000K, Dimmable Emergency Battery Back Up	20	0.33	\$157.00
LED Downlight 6 Inch 7W/10W/16W 3000K/4000K/5000K	20	0.33	\$30.00
LED Downlight 9-3/8 Inch 10W/15W/22W 5000K Square	20	0.33	\$51.85
LED Downlight 8 Inch 7W/10W/16W 3000K/4000K/5000K	20	0.33	\$35.00
70W LED Downlight 8 Inch 5000K	20	0.33	\$45.00
2FT X 4FT 30W/40W/50W, 3500K/4000K/5000K LED Flat Panel Retrofit Kit, Wattage And CCT Tunable	30	0.50	\$103.00

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INSTALLED MEASURE	Minute	Hours	Parts Cost
2FT X 4 FT 30W/40W/50W, 3500K/4000K/5000K LED Flat Panel	30	0.50	\$85.20
2FT X 2FT 30W LED Flat Panel Retrofit	30	0.50	\$73.00
2FT X 2FT 40W LED Flat Panel Retrofit	30	0.50	\$78.00
4ft T8 LED Tube Only	0	0.00	\$9.00
3W LED Dimmable Candelabra	8	0.13	\$5.00
9W A-type LED	8	0.13	\$2.45
12W A-type LED	8	0.13	\$2.45
7W Globe-Type LED	8	0.13	\$5.00
9W Globe-Type LED	8	0.13	\$5.00
12W Globe-Type LED	8	0.13	\$5.00
LED 5W PAR/MR16	8	0.13	\$3.50
LED 5W GU10 PAR/MR16	8	0.13	\$3.50
4W PAR16	8	0.13	\$3.50
6W LED PAR16	8	0.13	\$3.50
10W PAR16	8	0.13	\$3.50
3W PAR20	8	0.13	\$5.00
4W PAR20	8	0.13	\$5.00
6W PAR20	8	0.13	\$5.00
8W LED PAR20	8	0.13	\$5.00
7W PAR30	8	0.13	\$5.00
16W PAR30	8	0.13	\$5.00
8W PAR30	8	0.13	\$5.00
10W PAR30	8	0.13	\$5.00
11W PAR30	8	0.13	\$5.00
13W LED PAR30	8	0.13	\$5.00
14W PAR30	8	0.13	\$5.00
15W PAR30	8	0.13	\$5.00
19W PAR30	8	0.13	\$5.00
13W PAR38	8	0.13	\$5.00
16W LED PAR38	8	0.13	\$5.00
20W PAR38	8	0.13	\$5.00
23W PAR38	8	0.13	\$5.00
100W LED Bulb	30	0.50	\$300.00
30W LED Wall Pack 5000K	60	1.00	\$92.00
60W LED Wall Pack 5000K	60	1.00	\$139.00
90W LED Wall Pack 5000K	60	1.00	\$176.00
80W LED Wall Pack High Power	60	1.00	\$176.00
150W LED Wallpack High Power	60	1.00	\$512.00
200W LED Wallpack High Power	60	1.00	\$512.00
300W LED Wallpack High Power	60	1.00	\$512.00
100W LED Highbay 5000K (Warehouse)	60	1.00	\$109.00
240W LED Highbay 5000K (Warehouse)	60	1.00	\$209.00
320W LED High Bay Fixture 5000K	60	1.00	\$309.00
30W LED Flood Light	60	1.00	\$69.00
50W LED Flood Light	60	1.00	\$109.00
50W Area/Street Light 5000K	60	1.00	\$208.00
80W Area/Street Light 5000K	60	1.00	\$258.00
100W Area/Street Light 5000K	60	1.00	\$299.00
150W Area/Street Light 5000K	60	1.00	\$405.00
200W Area/Street Light 5000K	60	1.00	\$512.00
300W Area/Street Light 5000K	60	1.00	\$600.00
30W Post Top LEDs	50	0.83	\$175.00
50W Post Top LEDs	50	0.83	\$218.00
100W Post Top LEDs	50	0.83	\$287.00
150W Post Top LEDs	50	0.83	\$389.00

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INSTALLED MEASURE	Minute	Hours	Parts Cost
40W LED Canopy Light 5000K	50	0.83	\$105.00
60W LED Canopy Light 5000K	50	0.83	\$115.00
90W LED Canopy Light 5000K	50	0.83	\$135.00
120W LED Canopy Light 5000K	50	0.83	\$165.00
28W LED Slim Canopy Light	50	0.83	\$75.00
60W LED Slim Canopy Light	50	0.83	\$125.00
40W LED Gas Station Canopy Light 5000K	50	0.83	\$105.00
60W LED Gas Station Canopy Light 5000K	50	0.83	\$115.00
90W LED Gas Station Canopy Light 5000K	50	0.83	\$135.00
150W LED Gas Station Canopy Light 5000K	50	0.83	\$165.00
200W LED Gas Station Canopy Light 5000K	50	0.83	\$185.00
Highbay T5 2L LED Lamp and Elec. Ballast Plug-n-Play	50	0.83	\$62.00
Highbay T5 3L LED Lamp and Elec. Ballast Plug-n-Play	50	0.83	\$86.00
Highbay T5 4L LED Lamp and Elec. Ballast Plug-n-Play	50	0.83	\$98.00
Highbay T5 6L LED Lamp and Elec. Ballast Plug-n-Play	50	0.83	\$148.00
LED Exit Sign-Red Replacement Battery Back-up	25	0.42	\$160.00
LED Exit Sign-Green Replacement Battery Back-up	25	0.42	\$160.00
LED Open signs replaces Neon	25	0.42	\$140.00
Green or Red Photo luminescent Exit Sign (Single sided)	25	0.42	\$60.00
Green or Red Photo luminescent Exit Sign (Double sided)	25	0.42	\$70.00
Window Glazing Measures			
Medium Reflectivity Window Film per sqf	10	0.17	\$7.00
Low Reflectivity Window Film per sqf	10	0.17	\$6.00
High Reflectivity Window Film per sqf	10	0.17	\$8.00
HVAC Measures			
HVAC Tune-Up Basic Diagnostic < = 5 Ton Unit	90	1.50	\$35.00
HVAC Tune-Up Basic Diagnostic > = 5 Ton Unit	90	1.50	\$40.00
HVAC Tune-Up Basic Diagnostic > = 10 Ton Unit	90	1.50	\$60.00
HVAC Tune-Up Comprehensive Diagnostic < = 10 Ton Unit	150	2.50	\$121.00
Duct Sealing, Non-Residential CZ 15 (per Ton)	60	1.00	\$122.00
Duct Test and Seal >= 5 Ton Unit (ducting)	90	1.50	\$123.00
Refrigerant, Non-Residential CZ 15 (per Ton)	45	0.75	\$124.00
Dirty Condenser Coil Cleaning	30	0.50	\$125.00
Reprogramming/Education Existing Programmable Thermostats	20	0.33	\$129.00
Thermostat Lock Box	20	0.33	\$130.00
Smart Thermostat RTA	60	1.00	\$131.00
Smart Thermostat Nest	60	1.00	\$170.00
Smart Thermostat EcoBee3	60	1.00	\$140.00
Smart Thermostat Honeywell	60	1.00	\$150.00
Common Wire attachment	30	0.50	\$50.00
Thermostat Training and Education application download	15	0.25	\$-
Refrigeration Measures			
Refrigeration Curtains Med. Per Linear ft.	10	0.17	\$138.00
Freezer Curtains Med. Per Linear ft.	10	0.17	\$139.00
Walk-In Cooler - Tune Up	60	1.00	\$140.00
Walk-In Freezer - Tune Up	60	1.00	\$141.00
Under Counter & Self Contained - Tune Up	60	1.00	\$142.00
Split Systems w/Multiple Coils - Tune Up	60	1.00	\$143.00
Refrigerator Main Cooler Door Gaskets Med. Temp. per Linear ft.	10	0.17	\$144.00
Freezer Main Cooler Door Gaskets Low Temp. per Linear ft.	10	0.17	\$145.00
Door Closer	30	0.50	\$146.00
Heavy duty UV Refrigeration Pipe-Insulation per Linear ft.	5	0.08	\$147.00
Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Freezer	120	2.00	\$148.00
Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Freezer - 2	120	2.00	\$149.00
Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Cooler	120	2.00	\$150.00

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INSTALLED MEASURE	Minute	Hours	Parts Cost
Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Cooler - 2	120	2.00	\$151.00
Replace Standard Fan Motors with Electronically Commutated Motors (ECM)	30	0.50	\$152.00
16W Electronically Commutated Motor	30	0.50	\$153.00
1/15HP-1/20HP Electronically Commutated Motor	30	0.50	\$154.00
Install Fan Controllers	60	1.00	\$155.00
HVAC Efficient Fan Control Switch - Moblie Home	120	2.00	\$403.00
HVAC Efficient Fan Control Switch - Multifamily	20	0.33	\$40.00
Programmable EC Motor (3/4 HP, 5.6A)	60	1.00	\$409.00
Programmable EC Motor (1/2 HP, 4.0A)	60	1.00	\$410.00
Programmable EC Motor (1/3 HP, 2.6A)	60	1.00	\$411.00
Programmable EC Motor (1/5 HP, 3.2A)	60	1.00	\$412.00
Q-Sync Motors (1/15 HP), replacing standard motor	30	0.50	\$413.00
Q-Sync Motors (1/15 HP), replacing EC motor	30	0.50	\$414.00
Q-Sync Motors (1/47 HP), replacing standard motor	30	0.50	\$415.00
Q-Sync Motors (1/47 HP), replacing EC motor	30	0.50	\$416.00
Suction Line Insulation (per linear foot)	5	0.08	\$156.00
Refrigerant charge for refrigerators/freezers (per pound)	25	0.42	\$157.00
4ft 1L LED (Low Temp)	30	0.50	\$158.00
5ft 1L LED (Low Temp)	30	0.50	\$159.00
6ft 1L LED (Low Temp)	30	0.50	\$160.00
4ft 2L LED (Low Temp)	15	0.25	\$161.00
Seal Doors - Mohair (per linear foot)	5	0.08	\$162.00
Door Sweeps per Door	20	0.33	\$163.00
Caulking (per linear foot)	5	0.08	\$164.00
Expandable Foam (per linear foot)	5	0.08	\$165.00
Seal Windows - Silicon (per linear foot)	5	0.08	\$166.00
External Water Heater Insulation (=> 50 Gal Tank) and piping insulation (up to 20ft)	60	1.00	\$167.00
Wall sensor	25	0.42	\$168.00
Dual Wall Sensor	25	0.42	\$169.00
Lighting timers	25	0.42	\$170.00
Lighting dimmers	25	0.42	\$171.00
Toggle Switch	25	0.42	\$172.00
Appliance Timer 120V 10A	30	0.50	\$173.00
Photo Cell Sensor	25	0.42	\$174.00
Ceiling Mount Sensor	45	0.75	\$175.00
HB3x0-Lx High Bay Line Voltage Passive Infrared Occupancy Sensor	30	0.50	\$176.00
Vending Miser Unit and Installation	30	0.50	\$177.00
Plug Miser Unit and Installation	30	0.50	\$178.00
Cooler Miser Unit and Installation	30	0.50	\$179.00
Snack Miser Unit and Installation	30	0.50	\$180.00
VendingMiser/PlugMiser/CoolerMiser/Snack Miser Installation Only	30	0.50	\$181.00
Trickle Star Device	20	0.33	\$182.00
Light Control Package (Occ. Sensor & Ceilign Mount wireless)	60	1.00	\$183.00
Power Pak Dimming Module	30	0.50	\$184.00
Wireless Vacancy Corner Sensor	25	0.42	\$185.00
Dimmable Wireless Ballast	25	0.42	\$186.00
Daylight Sensor	25	0.42	\$187.00
Wireless Control Switch	25	0.42	\$188.00
Dual-Circuit Occupancy Sensor Switch	25	0.42	\$189.00
Outdoor photocell sensor	20	0.33	\$190.00
Astronomical Time Clock With Holiday Programing	45	0.75	\$191.00
Outdoor Motion Sensor	20	0.33	\$192.00
Indoor Time Clock	45	0.75	\$193.00
Water Measures			

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INSTALLED MEASURE	Minute	Hours	Parts Cost
Faucet Aerators	5	0.08	\$19.00
Standard Pre-Rinse Spray Valve	15	0.25	\$79.00
Dual Flush Flushometer, Retrofit - Pipe Only	35	0.58	\$40.00
Lavatory Faucet	45	0.75	\$198.00
Single Handle Lavatory Faucet	45	0.75	\$199.00
Double Handle Lavatory Faucet	45	0.75	\$200.00
Electronic Faucet	45	0.75	\$201.00
Basin Faucets	45	0.75	\$202.00
Metering Faucets Single Handle	45	0.75	\$203.00
Metering Faucets Double Handle	45	0.75	\$204.00
Kitchen Faucets Regular	45	0.75	\$205.00
Kitchen Faucets Single Handle ADA	45	0.75	\$206.00
Kitchen Faucets Wall Mount	60	1.00	\$207.00
Laundry Faucet	45	0.75	\$208.00
Bar Faucet	45	0.75	\$209.00
High Efficiency Toilet Round 0.8 GPF	60	1.00	\$210.00
High Efficiency Toilet Elongated 0.8 GPF	60	1.00	\$211.00
High Efficiency Toilet - Right Handed Elongated	60	1.00	\$212.00
High Efficiency Urinal (Dual Upper cut or Electronic flush meter)	120	2.00	\$213.00
Zero Water Use Urinal	120	2.00	\$214.00
1.5 GPF Electronic/mechanical (Hybrid) Flushometer side Mounted	30	0.50	\$215.00
1.0 GPF Electronic/mechanical (Hybrid) Flushometer side Mounted	30	0.50	\$216.00
0.5 GPF Electronic/mechanical (Hybrid) Flushometer side Mounted	30	0.50	\$217.00
1.28 GPF Electronic/mechanical (Hybrid) Flushometer Top Mounted	30	0.50	\$218.00
1.0 GPF Electronic/mechanical (Hybrid) Top Mounted	30	0.50	\$219.00
0.5 GPF Electronic/mechanical (Hybrid) Top Mounted	30	0.50	\$220.00
1.6 GPF Electronic/mechanical (Hybrid) Top Mounted	30	0.50	\$221.00
1.6 to 1.28 GPF Dual Flush handle Retrofit	30	0.50	\$222.00
1.6 to 1.12 GPF Dual Flush Handle	30	0.50	\$223.00
1.0 to 0.5 GPF Dual Flush handle Retrofit	30	0.50	\$224.00
Toilet Pressure Assisted (1.1 GPF) Elongated Bowl	60	1.00	\$225.00
Dual Flush Toilets (0.8 partial to 1.28 Full GPF) Round	60	1.00	\$226.00
Dual Flush Toilets (0.8 partial to 1.28 Full GPF) Elongated	60	1.00	\$227.00
Niagara Vacuum Assisted (0.8 GPF) Round	60	1.00	\$228.00
Niagara Vacuum Assisted (0.8 GPF) Elongated	60	1.00	\$229.00
Flapperless Toilet (1.28 GPF) Round	60	1.00	\$230.00
Flapperless Toilet (1.28 GPF) Elongated	60	1.00	\$231.00
Non-Standard Efficiency Toilet (1.28)	60	1.00	\$232.00
Non-Standard Faucet Aerators	15	0.25	\$233.00
Pressure Assist Replacement tank	5	0.08	\$234.00
2.5 GPM Shower Head	8	0.13	\$235.00
1.5 GPM Shower Head	8	0.13	\$236.00
2.0 GPM Shower Head	8	0.13	\$237.00
High Efficiency Sprinkler Head Replacement (Per Unit)	20	0.33	\$238.00
Soil Moisture Sensor (Per Station)	120	2.00	\$239.00
Automatic Sprinkler Timer/Controllers	60	1.00	\$240.00
Programming Existing Controller System (Per Station)	15	0.25	\$241.00
Motor/HVAC Equipment			
Motors 1.5 HP NEMA Premium Eff.	90	1.50	\$322.00
Motors 2 HP NEMA Premium Eff.	90	1.50	\$350.00
Motors 3 HP NEMA Premium Eff.	90	1.50	\$385.00
Motors 1.5 HP NEMA Premium Eff. totally enclosed	90	1.50	\$380.00
Motors 2 HP NEMA Premium Eff. totally enclosed	90	1.50	\$420.00
Motors 3 HP NEMA Premium Eff. totally enclosed	90	1.50	\$450.00
Variable-Speed Water Pump <= 5 HP	120	2.00	\$249.00

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INSTALLED MEASURE	Minute	Hours	Parts Cost
Room AC Replacement 5,000 - 5,999 BTU per Unit	120	2.00	\$250.00
Room AC Replacement 6,000 - 6,999 BTU per Unit	120	2.00	\$251.00
Room AC Replacement 7,000 - 7,999 BTU per Unit	120	2.00	\$252.00
Room AC Replacement 8,000 - 8,999 BTU per Unit	120	2.00	\$253.00
Room AC Replacement 9,000 - 9,999 BTU per Unit	120	2.00	\$254.00
Room AC Replacement 10,000 - 10,999 BTU per Unit	120	2.00	\$255.00
Room AC Replacement 11,000 - 11,999 BTU per Unit	120	2.00	\$256.00
Room AC Replacement 12,000 - 12,999 BTU per Unit	120	2.00	\$257.00
Room AC Replacement 13,000 - 13,999 BTU per Unit	120	2.00	\$258.00
Room AC Replacement 14,000 - 14,999 BTU per Unit	120	2.00	\$259.00
Room AC Replacement 15,000 - 15,999 BTU per Unit	120	2.00	\$260.00
Room AC Replacement 16,000 - 16,999 BTU per Unit	120	2.00	\$261.00
Room AC Replacement 17,000 - 17,999 BTU per Unit	120	2.00	\$262.00
Room AC Replacement 18,000 - 23,999 BTU per Unit	120	2.00	\$263.00
Room AC Replacement 24,000 BTU per Unit	120	2.00	\$264.00
Power Cord	10	0.17	\$265.00
Pig Tails	15	0.25	\$266.00
Room HP Replacement 5,000 - 5,999 BTU per Unit	120	2.00	\$267.00
Room HP Replacement 6,000 - 6,999 BTU per Unit	120	2.00	\$268.00
Room HP Replacement 7,000 - 7,999 BTU per Unit	120	2.00	\$269.00
Room HP Replacement 8,000 - 8,999 BTU per Unit	120	2.00	\$270.00
Room HP Replacement 9,000 - 9,999 BTU per Unit	120	2.00	\$271.00
Room HP Replacement 10,000 - 10,999 BTU per Unit	120	2.00	\$272.00
Room HP Replacement 11,000 - 11,999 BTU per Unit	120	2.00	\$273.00
Room HP Replacement 12,000 - 12,999 BTU per Unit	120	2.00	\$274.00
Room HP Replacement 13,000 - 13,999 BTU per Unit	120	2.00	\$275.00
Room HP Replacement 14,000 - 14,999 BTU per Unit	120	2.00	\$276.00
Room HP Replacement 15,000 - 15,999 BTU per Unit	120	2.00	\$277.00
Room HP Replacement 16,000 - 16,999 BTU per Unit	120	2.00	\$278.00
Room HP Replacement 17,000 - 17,999 BTU per Unit	120	2.00	\$279.00
Room HP Replacement 18,000 - 23,999 BTU per Unit	120	2.00	\$280.00
Room HP Replacement 24,000 BTU per Unit	120	2.00	\$281.00
AC/HP Drain Pan	60	1.00	\$282.00
AC/HP Adapter Plug	15	0.25	\$283.00
Smart Thermostat Installation Only	60	1.00	\$284.00
High Ceiling charge per fixture	0	0.00	\$285.00
Energy Assessments	90	1.50	\$286.00
Audit/Assessment Measures			
Small Business Energy Audit & Report less than 75kW	90	1.50	\$-
Small Business Advanced Energy Audit & Report	240	4.00	\$-
Small Business Billing Inquiry/High Bill Complaint Energy Audit & Report	240	4.00	\$-
Installation Equipment			
Straight Boom Lift 40' (per day)	0	0.00	\$450.00
Straight Boom Lift 46' (per day)	0	0.00	\$500.00
Straight Boom Lift 60' (per day)	0	0.00	\$550.00
Scissor Lift 26' - 40' (per day)	0	0.00	\$450.00
Rough Terrain Scissor Lift 30' - 40' (per day)	0	0.00	\$475.00
Knuckle Boom Lift 30' - 45'(per day)	0	0.00	\$500.00
Miscellaneous			
Heat Pump Water Heaters (50-80 gallons)	0	0.00	\$-
Heat Pump Water Heaters (80 gallons and above)	0	0.00	\$-
Commercial Heat Pump Clothes Dryers	0	0.00	\$-
Level 2 (240V) EV Charger (UL Listed, J1772 charging port)	0	0.00	\$-
Ductless Mini Split Heat Pump 9,000 BTUH	0	0.00	\$-

CONFIDENTIAL

INSTALLED MEASURE	Minute	Hours	Parts Cost
Ductless Mini Split Heat Pump 12,000 BTUH	0	0.00	\$-
Ductless Mini Split Heat Pump 18,000 BTUH	0	0.00	\$-
Ductless Mini Split Heat Pump 24,000 BTUH	0	0.00	\$-
Commercial Air Curtains (Standard Unheated)	0	0.00	\$-
Commercial Air Curtains (Low-Noise Unheated)	0	0.00	\$-
Refrigeration LED retrofit 7ft 1L LED (Low Temp)	25	0.42	\$39.00
Refrigeration LED retrofit 8ft 1L LED (Low Temp)	25	0.42	\$55.00
Dipper Wells	60	1.00	\$400.00
Hourly Trade Rate	60	1.00	\$-

Please note:

- RHA agrees to the terms and conditions provided in the Master Agreement.
- RHA’s developed our pricing based on good faith estimates defined in this RFP and includes our most favorable terms and conditions.
- RHA’s rates are inclusive of wages, benefits, travel time, insurance and other overhead costs, as outlined below.
- Material prices may fluctuate due to factors beyond RHA’s control, such as tariffs. RHA reserves the right to review and adjust material prices in the event of significant market fluctuation and will do so transparently and in collaboration with SCPPA members at the time of task order execution. All materials are billed at cost.
- Any additional costs or fees, including handling fees, shall be based on the costs for materials, measures, or parts, provided in this Exhibit B.
- Where applicable, hourly labor prices are based on the California Department of Industrial Relations (DIR) prevailing wage rates and include scheduled rate increases.

ENERGY AUDITS

RHA’s pricing for energy audits includes the following areas of interest from the RFP:

- On-site facility audit
- Customer education
- Develop/provide database
- Quality assurance/quality control
- Billing data analysis
- Customer incentives layering assistance
- Customer financing support

The following areas of service are incremental to audits. RHA will work with SCPPA members to determine the scope and use the hourly rates provided in Attachment 1 RHA_SCPPA Large Audits Pricing and Fee Schedule to determine the price.

- Energy efficiency program support services (T&M)
 - Incentive and rebate management is incremental and charged at T&M rates
 - Database customization is incremental and charged at T&M rates
- Engineering support services (T&M beyond engineering required for ASHRAE audits)

Please note the following assumptions and notes regarding energy audit pricing:

- The level of effort for each audit will vary depending on building size, in four tiers: less than 15,000 square feet (sqft), 15,001-75,000 sqft, 75,001 – 150,000 sqft and greater than 150,000 sqft. The price was developed based on an estimated average number of hours to conduct the type of audit within a tier and is quoted a price per square feet basis.
- RHA will use in-house energy engineers and technicians to perform the work. RHA can contract with specialty engineers as needed and will seek SCPPA member approval.
- As necessary, RHA will engage a Professional Engineer to certify audit calculations and assessments. The cost for the PE engineers is provided on the fee schedule provided in the pricing schedule.
- In the event the per sqft charge is less than **\$2,800**, RHA will assess a minimum fee of \$2,800 per audit to support RHA's cost to mobilize and deploy the team supporting the audit.
- In some cases, such as for specialty audits or feasibility studies, it may be advantageous to SCPPA members to pay T&M pricing rather than audit pricing. RHA will work closely with SCPPA members to finalize scope and identify best pricing method when needed.

DIRECT INSTALLATION

RHA's pricing for direct installation includes the following services from the Areas of Interest specified in the RFP:

- Education
- Canvassing of commercial customers
- Develop/provide database
- Provide quality assurance/quality control
- Customer financing support options
- Customer incentives layering assistance
- Energy efficiency program support services
 - Incentive and rebate management is incremental and charged at T&M rates
 - Database customization is incremental and charged at T&M rates

RHA developed a pricing tool to ensure accurate and transparent pricing for each measure. This calculator includes the most frequently installed measures under current SCPPA and other municipal utility direct installation programs. RHA will work closely with SCPPA members to calculate final pricing based on Member requirements. The tool operates as such:

1. Select the Measure Category, Measure, county of installation, and hourly rate structure.
2. The tool calculates the total installed cost based on the following:
 - a. Estimated measure **installation time**
 - b. Applicable **DIR hourly rate** for the relevant shift and overtime requirements for the day of the week
 - c. **Part cost** based on the current cost plus taxes for the most commonly installed measures in recent contracts

- d. **Overhead** of 30% is added to DIR hourly rate to cover operational expenses, including:
 - i. DIR reporting compliance
 - ii. Employer taxes
 - iii. Insurance
 - iv. Office space
 - v. Vehicles, equipment, phones and computers
 - vi. Software and databases
 - vii. Travel within a 49-mile radius of RHA's warehouse office
 - 1. Beyond the specified travel radius, additional DIR requirements and charges, which vary by county, may apply. These costs will be passed through directly to the SCPPA member to ensure compliance with local regulations and labor standards.
- e. **Profit:** A 25% profit markup is added to the DIR rate and overhead
- f. **Handling Fee** of 10% of the parts cost for warehousing, purchasing, and managing inventory
- g. **Program Administration Costs:** A 16% program management administration cost is applied to manage the program. This includes costs associated with administrative coordination, database entry, measure calculations, technical assistance and support, office and field management, customer service support and reports.

STAND ALONE SERVICES

Should SCPPA members desire to contract with RHA for discrete, stand-alone services from any areas of interest listed in the RFP or additional service areas, RHA will work with the SCPPA member to define scope and use the rates provided in Attachment 1 and Attachment 2 to determine pricing.

NOT TO EXCEED

In no event shall SCPPA's payment obligations to Consultant for all Goods received or Services performed or for any other reason exceed ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000). Consultant shall provide notice to SCPPA prior to reaching the Not to Exceed Amount. Any Goods or Services provided by Consultant in excess of this authorization, and without prior execution of an amendment hereto by the Parties, shall be at Consultant's sole risk and without payment. For avoidance of doubt SCPPA and Participating Member shall not be liable for any unauthorized excess billings whatsoever.

TRAVEL

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

EXEMPLARY 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(s) 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. Capitalized terms used but not described herein shall have the meanings ascribed to them in the Agreement.

Term

This Task Order shall commence upon issuance of a purchase order by SCPPA and shall terminate on the earlier of [date] or the end of the Agreement’s term (the “Task Order Termination Date”). Any Goods received or Services provided by Consultant (i) prior to issuance of a SCPPA purchase order, or (ii) on or after the Task Order Termination Date without prior execution of an amendment hereto by the Parties, shall be at Consultant’s sole risk and without payment. SCPPA or Participating Member may terminate this Task Order, with or without cause, upon thirty (30) calendar days’ written notice to Consultant.

Scope of Services

[General Description Of Services]

Compensation

[Specify Fees and Schedule – must include a Not to Exceed Amount for services under the Task Order (the “Not to Exceed Amount”)]

Consultant shall provide notice to SCPPA and Participating Member prior to and upon reaching the Not to Exceed Amount. Any Goods received or Services provided by Consultant in excess of the Not to Exceed Amount, without prior execution of an amendment hereto by the Parties, shall be at Consultant’s sole risk and without payment. For avoidance of doubt SCPPA and Participating Member shall not be liable for any unauthorized excess billings whatsoever.

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]

Execution in Counterparts; Electronic Signatures

This Task Order 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 Task Order may be detached from any counterpart of this Task Order without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Task Order identical in form hereto by having attached to it one or more signature pages.

The Parties may execute this Task Order by manual signature or by electronic signature, each of which shall have the same force and effect. A signed copy of this Task Order 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 Task Order 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 signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
DANIEL E GARCIA
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 the undersigned has the requisite authority to bind the Participating Member to the obligations set forth in this Task Order No. [###]. Participating Member 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, Participating Member 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 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]
[Title of Authorized Signatory]

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